

**CALIFORNIA STATE UNIVERSITY  
HEADQUARTERS BUILDING AUTHORITY  
JOINT POWERS AGREEMENT**

1        THIS AMENDED AND RESTATED AGREEMENT, dated October 1, 1972,  
2        and amended on 7.23.97, is between the City of Long Beach, a municipal  
3        corporation duly organized and existing under a charter duly and regularly adopted  
4        pursuant to the provisions of the Constitution of the State of California (hereinafter  
5        referred to as "City"), and the Trustees of the California State University, an agency  
6        of the State of California (hereinafter referred to as "Trustees");

7                                WITNESSETH:

8        WHEREAS, City and Trustees are each empowered by law to acquire, fin-  
9        ance, construct, equip, maintain, operate, and lease buildings for public education  
10       purposes with facilities and appurtenances necessary or convenient therefor,  
11       including parking facilities, walks, other site improvements, and landscaping; and

12       WHEREAS, City and Trustees are desirous of using the authority granted by  
13       Chapter 854, Statutes of 1971 of the State of California, the Marks-Roos Local  
14       Bonding Pooling Act of 1985 (Government Code § 6584 *et seq.*), and all other  
15       statutory powers of the parties, to construct a replacement headquarters building  
16       for Trustees on tidelands within the city limits of City; and

17       WHEREAS, City and Trustees are of the opinion that such replacement  
18       facilities should be constructed on a site within the city limits of City upon which  
19       the current Trustees facility was built pursuant to this Agreement, which site is  
20       described in Exhibit A attached hereto (hereinafter referred to as "Site"); and

21       WHEREAS, City and Trustees desire to provide a vehicle for the construction  
22       of such facilities on the Site; and

1 WHEREAS, it is deemed advisable for City and Trustees to provide for such  
2 construction, and for the orderly development of the Site by jointly exercising  
3 their common powers in the manner set forth in this Agreement;

4 NOW, THEREFORE, City and Trustees, the parties hereto, for and in  
5 consideration of the mutual benefits, promises, and agreements set forth herein,  
6 AGREE as follows:

7  
8 Section 1. Purpose.

9 This Agreement is made pursuant to the provisions of Article 1, Chapter 5,  
10 Division 7, Title 1 of the Government Code of the State of California (commencing  
11 with Section 6500, hereinafter referred to as "Act") relating to the joint exercise  
12 of powers common to public agencies. City and Trustees each possess the powers  
13 referred to in the above recitals. The purpose of this Agreement is to exercise  
14 such powers jointly by acquiring, financing, constructing, equipping, maintaining,  
15 operating, leasing, and subleasing buildings for public education purposes, includ-  
16 ing a headquarters building for the Trustees, together with necessary or conven-  
17 ient appurtenances, parking facilities, walks, other site improvements, and  
18 landscaping (all such facilities and improvements hereinafter called "Facilities" or  
19 "Project"), and to provide for maintenance and operation of said Facilities in the  
20 event of any default under any such sublease. Such purposes will be accomplished  
21 and said common powers exercised in the manner set forth in this Agreement.

22 Section 2. Term.

23 This Agreement shall become effective as of the date hereof and shall  
24 continue in full force and effect from the date hereof until the latter of (a) the date  
25 upon which all revenue bonds herein provided for and issued pursuant hereto and  
26 the interest thereon shall have been paid in full or adequate provision for such  
27 payment shall have been made and (b) October 1, 2037.



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Pursuant to Section 6506 of the Act, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the "California State University Headquarters Building Authority" (hereinafter referred to as "Authority"). The debts, liabilities, and obligations of Authority shall not constitute debts, liabilities, or obligations of either City or Trustees.

Authority shall be governed by a commission composed of five members, each serving in his individual capacity as a member of the commission. The commission shall be called the "California State University Headquarters Building Commission" (hereinafter referred to as "Commission"). All members of the Commission shall be electors of the State of California and shall receive no compensation for serving as members. Two commissioners shall be appointed by Trustees and two commissioners shall be appointed by the City Council of City. The four commissioners so appointed shall appoint the fifth commissioner. Commissioner terms shall be four years. Commissioners shall serve during the term for which they were appointed and until their successors have been appointed, except that each may be removed from the Commission at any time for any reason by his or her appointing body, or by the City Council and Trustees acting together in the case of the commissioner appointed by the other four commissioners. In the case of a vacancy on the Commission, the same shall be promptly filled by appointment thereto by the same body which appointed the former commissioner. An appointment to fill a vacancy occurring during an unexpired term shall be for the period of the unexpired term. The City Council and Trustees shall forthwith notify the Secretary of the Commission of all their respective appointments hereunder, and the Secretary shall forthwith notify the City Council and Trustees of any Commissioners' appointments hereunder. Officers

1 and Employees of City and Trustees may be appointed as members of the  
2 Commission.

3 C. Meetings of the Commission.

4 (1) Regular Meetings.

5 The Commission shall provide for its regular meetings; provided that it  
6 shall hold at least one regular meeting in each year and such further meetings as  
7 City and Trustees may reasonably request depending upon the pressure of business.  
8 The dates upon which and the hour and place at which any regular meeting shall  
9 be held shall be fixed by resolution and a copy of such resolution shall be filed with  
10 City and Trustees. The place of the regular meetings shall be a public building  
11 within the County of Los Angeles.

12 (2) Ralph M. Brown Act.

13 All meetings of the Commission, including without limitation, regular,  
14 adjourned regular, and special meetings, shall be called, noticed, held, and  
15 conducted in accordance with the provisions of the Ralph M. Brown Act (commen-  
16 cing with Section 54950 of the Government Code of the State of California).

17 (3) Minutes.

18 The Secretary of the Commission shall cause minutes of regular,  
19 adjourned regular, and special meetings to be kept, and shall, as soon as possible  
20 after each meeting, cause a copy of the minutes to be forwarded to each member of  
21 the Commission and to City and Trustees.

22 (4) Quorum.

23 Three members present at a Commission meeting shall constitute a  
24 quorum for the transaction of business, except that a lesser number, or the  
25 Secretary, may adjourn for lack of a quorum.



1 D. Officers.

2 The Commission shall elect a president and vice president at its first  
3 meeting and thereafter at the first meeting held in each succeeding calendar year  
4 the Commission shall elect or reelect its president and vice president. In the  
5 event that the president or vice president so elected ceases to be a member of the  
6 Commission, the resulting vacancy shall be filled at the next meeting of the  
7 Commission held after such vacancy occurs. In the absence or inability of the  
8 president to act, the vice president shall act as president. The president, or in his  
9 absence the vice president, shall preside at and conduct all meetings of the Com-  
10 mission. The City Clerk of City shall be and act as the Secretary of the Commission.  
11 The State Treasurer shall be and act as the Treasurer of the Authority, and the  
12 State University accounting officer shall be and act as the Controller of the  
13 Authority. The General Counsel for Trustees shall be and act as Counsel to the  
14 Commission. The Commission may employ other counsel to represent the Author-  
15 ity in any matter, provided that funds are made available for such purpose by either  
16 City or Trustees.

17 Section-4. Powers of Authority.

18 Authority shall have the powers common to City and Trustees as set forth in  
19 the recitals of this Agreement, to wit: the power to acquire, construct, equip,  
20 maintain, operate, and lease buildings for public education purposes and related  
21 facilities. Authority shall further have the power to provide for maintenance and  
22 operation of facilities which have been acquired or constructed in whole or in part  
23 by Authority by means of a sublease or to maintain and operate said facilities in the  
24 event of any default under any such sublease. Authority is hereby authorized to do  
25 all acts necessary for the exercise of said common powers, including, but not  
26 limited to, any or all of the following: to make and enter into contracts, to acquire,  
27 to finance, to construct, to provide for maintenance and operation by means of the  
28 sublease referred to in Section 1 hereof, or, in the event of any default under any

1 such sublease, to maintain and operate any buildings, work, or improvements; to  
2 acquire, hold, or dispose of property within the State of California, provided, how-  
3 ever, that any disposition of real property other than easements must first receive  
4 the written consent of the parties to this Agreement; to incur debts, liabilities, or  
5 obligations which shall not constitute debts, liabilities, or obligations of any party to  
6 this Agreement, and provided further that Authority shall not have the power to  
7 authorize a helipad on the site or approve location of a helipad on adjacent  
8 property; but Authority shall have the power to receive gifts, contributions, and  
9 donations of property, funds, services, and other forms of assistance from persons,  
10 firms, corporations, and any governmental entity; and to sue and be sued in its own  
11 name. Said power shall be exercised in the manner provided in said Act and,  
12 except as expressly set forth herein, subject only to such restrictions upon the  
13 manner of exercising such powers as are imposed upon Trustees in the exercise of  
14 similar powers. With the approval of City and Trustees, Authority may also accept  
15 donations or contributions from any source and may also issue revenue bonds,  
16 pursuant to Chapter 5, Division 7, Title 1 of the Government Code of the State of  
17 California and including, but not limited to, Articles 2 and 4 of the Marks-Roos  
18 Local Bond Pooling Act of 1985 which are hereinafter called "Bond Act" and any  
19 other applicable laws of the State of California, whether heretofore or hereafter  
20 enacted or amended.

21                                   Section 5. Fiscal Year.

22           For the purposes of this Agreement, the term "Fiscal Year" shall mean the  
23 period from July 1 of each year to and including the following June 30.

24                                   Section 6. Disposition of Assets.

25           Upon the termination of this Agreement, all property of Authority shall vest  
26 in Trustees. City, Trustees, and Authority shall execute any instruments of convey-  
27 ance necessary to provide for the vesting of real property.



1                               Section 7. Construction of Facilities.

2               Following approval of the plans and specifications for the construction of any  
3 of the Facilities, Authority, or Trustees on behalf of Authority, shall call for  
4 competitive bids to let the necessary contract or contracts for the construction of  
5 such Facilities.

6                               Section 8. Procedures and Changes in Work.

7               The Authority shall follow Trustees' procedures.

8                               Section 9. Statutory Contracting Procedures.

9               In its contracting, the Authority is subject to Government Code § 6522  
10 which applies the participation goals specified in Government Code § 16850,  
11 Public Contract Code § 10115, and Article 6 (commencing with Section 999) of  
12 Chapter 6 of Division 4 of the Military and Veterans Code to the contracting by the  
13 Authority.

14                              Section 10. Assistance to Authority.

15              City and Trustees may in appropriate circumstances and to the extent  
16 authorized by law: (a) make contributions from their treasuries for the purposes  
17 set forth herein, (b) make advances of public funds to defray the cost of such pur-  
18 poses, such advances to be repaid as provided herein, or (c) use their personnel,  
19 equipment, or property in lieu of other contributions or advances. The provisions  
20 of Government Code § 6513 are hereby incorporated into this Agreement.

21                              Section 11. Revenue Bonds.

22              The Authority may issue revenue bonds. Such revenue bonds may be issued  
23 in more than one series in order to conform to different construction schedules,  
24 shall be sold by competitive bidding or by private sale, and shall not constitute a  
25 debt, liability or obligation of either City or Trustees.

26              The services of bond counsel, financing consultants, and other consultants  
27 and advisors may be used by Authority in connection with the issuance and sale of  
28 such revenue bonds. The fees and expenses of such counsel, consultants, and

1 advisors may be paid from the proceeds of the revenue bonds, and City or Trustees  
2 shall be reimbursed from such proceeds for any portion of such fees and expenses  
3 which it has paid prior to the issuance of such revenue bonds.

4                   Section 12. Accounts and Reports.

5           To the extent not covered by the duties assigned to any trustee appointed  
6 under any resolution authorizing the issuance of bonds by Authority, the Treasurer  
7 of Authority shall establish and maintain such funds and accounts as may be  
8 required by good accounting practice or by the provisions of any resolution  
9 authorizing the issuance of bonds by Authority. The books and records of Authority  
10 in the hands of the trustee or the Treasurer shall be open to inspection at all  
11 reasonable times by representatives of City and Trustees. The Controller of  
12 Authority, within 180 days after the close of each fiscal year, shall give a complete  
13 written report of all financial activities for such fiscal year to City, Trustees, and  
14 Authority to the extent such activities are not covered by the report of any trustee.  
15 Any trustee appointed under any resolution authorizing the issuance of bonds by  
16 Authority shall be required to establish suitable funds, furnish financial reports, and  
17 provide suitable accounting procedures to carry out the provisions of said  
18 resolution and this Agreement. Additionally, the Treasurer of Authority shall  
19 assume the duties (to the extent not covered by the duties assigned to any trustee)  
20 required by the laws of the State of California, including the following to:

- 21 A. Receive and receipt for all money of Authority and place it in the Trustees'  
22 treasury to the credit of Authority;
- 23 B. Be responsible upon the Treasurer's official bonds for the safekeeping and  
24 disbursement of all Authority money so held by the Treasurer;
- 25 C. Pay, when due, out of moneys of Authority so held by the Treasurer, all sums  
26 payable on outstanding bonds and coupons of Authority;
- 27 D. Pay any other sums due from Authority money only upon approval of,  
28 instructions of, and warrants of the Controller of Authority;



1 E. Verify and report in writing on the first day of July, October, January, and April  
2 of each year to Authority and to City and Trustees the amount of money the  
3 Treasurer holds for Authority, the amount of receipts since the Treasurer's last  
4 report, and the amount paid out since the Treasurer's last report.

5 Section 13. Funds.

6 The Treasurer of Authority shall have the custody of and disburse Authority  
7 funds pursuant to the accounting procedures developed in accordance with the  
8 provisions of Section 12 hereof and as nearly as possible in accordance with normal  
9 procedures followed by Trustees.

10 The public officers (namely, the Controller and Treasurer) herein designated  
11 as the persons responsible for any moneys of Authority are hereby also designated  
12 as responsible for all other property of Authority. The parties to this Agreement  
13 hereby find and determine that the Controller shall be liable on the Controller's  
14 official bond in the amount of \$50,000 and the Treasurer shall be liable on the  
15 Treasurer's official bond in the amount of \$100,000.

16 Section 14. Notices

17 Notices hereunder shall be sufficient if sent by regular mail, postage prepaid,

18 to:

City of Long Beach  
Attention: City Manager  
333 Ocean Avenue  
Long Beach, California 90802

Trustees of the California State University  
-Attention: General Counsel  
400 Golden Shore  
Long Beach, California 90802

California State University Headquarters Building Authority  
Attention: Agent for the Authority  
400 Golden Shore  
Long Beach, California 90802

19 Such addresses may be changed from time to time by notice in writing,  
20 given to the parties hereto and to the Authority's Secretary.

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Where reference is made to duties to be performed for the Authority by a public official or employee, acting *ex officio*, such duties may be performed by that person's duly authorized deputy or assistant.

Where reference is made to actions to be taken by City or Trustee, such action may be exercised through the officers, staff, or employees of City or Trustees, as the case may be, in the manner provided by law or lawful regulation.

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Should any part, term, portion, or provision of this Agreement be by the courts decided 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 parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portion or provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.

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This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.



1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to  
2 be executed and attested by their proper officers thereunto duly authorized, their  
3 official seals to be hereto affixed, as of the date first above written.

CITY OF LONG BEACH

By: [Signature]  
ASSISTANT CITY MANAGER  
City Manager EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

Approved as to form this 22nd day  
of July, 1997.

By: [Signature]  
City Attorney

TRUSTEES OF THE CALIFORNIA  
STATE UNIVERSITY

By: [Signature]  
Chairman

(Seal)

Attest:

By: [Signature]  
Secretary

Approved as to form this 23rd day  
of July, 1997.

By: [Signature]  
Counsel

## Exhibit A

### Description of California State University Headquarters Site

(Drawing NO. M-1303)

Those certain portions of tidelands of the City of Long Beach described as follows:

Parcel 1. Beginning at the intersection of the centerline of Golden Shore (formerly Golden Avenue), 64 feet in width, and the westerly prolongation of the southerly line of Block 5, Ocean Pier West, as per map recorded in Book 5, Page 131, of Maps in the Office of the County Recorder of the County of Los Angeles; thence along the southerly prolongation of said centerline South  $0^{\circ}00'35''$  East, 20.84 feet; thence continuing along said centerline, South  $0^{\circ}01'32''$  East, 608.58 feet; thence North  $89^{\circ}58'28''$  East, 29.00 feet more or less, to the True Point of Beginning of Parcel 1; thence North  $0^{\circ}01'32''$  West 7.00 feet to a point on a curve concave northwesterly and having a radius of 47.00 feet, a radial through said point bears South  $0^{\circ}01'32''$  East; thence northeasterly along said curve an arc distance of 73.83 feet; thence tangent North  $0^{\circ}01'32''$  West, 126.48 feet, to the beginning of a tangent curve concave easterly having a radius of 145.00 feet; thence northerly along said curve an arc distance of 25.31 feet; thence tangent North  $9^{\circ}58'28''$  East, 98.81 feet, to the beginning of a tangent curve concave southeasterly and having a radius of 163.37 feet; thence northeasterly along said curve an arc distance of 156.45 feet to the beginning of a compound curve concave southeasterly and having a radius of 744.09 feet; thence northeasterly along said last curve an arc distance of 150.33 feet to a point through which a radial of said curve bears North  $13^{\circ}34'54''$  West; thence South, 604.30 feet; thence West, 55.75 feet to a point hereby designated Point "A;" thence continuing West, 142.50 feet to the beginning of a tangent curve concave northerly and having a radius of 111.00 feet; thence westerly along said curve an arc distance of 17.56 feet; thence North  $45^{\circ}00'00''$  West, 19.06 feet to a point on a curve concave northeasterly and having a radius of 101.00 feet, a radial through said point bears South  $17^{\circ}51'08''$  West; thence northwesterly along said curve an arc distance of 127.14 feet; thence tangent North  $0^{\circ}08'32''$  West, 21.00 feet, to the True Point of Beginning of Parcel 1.

Parcel 2. Beginning at the point hereinbefore designated Point "A" in Parcel 1; thence South, 48.00 feet to the True Point of Beginning of Parcel 2; thence continuing South, 179.50 feet; thence East, 19.00 feet; thence South, 395.08 feet; thence North  $55^{\circ}00'00''$  West, 401.70 feet; thence North  $10^{\circ}00'00''$  West 21.97 feet to the beginning of a tangent curve concave southwesterly and having a radius of 5.00 feet; thence northwesterly along said curve an arc distance of 3.93 feet; thence tangent North  $55^{\circ}00'00''$  West 1.52 feet to the beginning of a tangent curve concave easterly and having a radius of 20.00 feet; thence northerly along said curve an arc distance of 31.42 feet; thence tangent North  $35^{\circ}00'00''$  East, 44.57 feet to the beginning of a tangent curve concave westerly and having a radius of 130.00 feet; thence northerly along said curve an arc distance of 79.41 feet; thence tangent North 179.50 feet; thence East 273.00 feet to the True Point of Beginning of Parcel 2.