

SECOND AMENDMENT TO JOINT POWERS AGREEMENT CREATING THE
SPRING STREET CORRIDOR JOINT POWERS AUTHORITY

G 79.2

THIS SECOND AMENDMENT TO JOINT POWERS AGREEMENT CREATING THE SPRING STREET CORRIDOR JOINT POWERS AUTHORITY (this Amendment"), is entered into this 20th day of December, 2005, between the CITY OF SIGNAL HILL, a charter city and municipal corporation ("SH City"), the CITY OF LONG BEACH, a charter city and municipal corporation ("LB City"), the SIGNAL HILL REDEVELOPMENT AGENCY, a public body corporate and politic ("SH CRA"), the REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH, a public body corporate and politic ("LB CRA"), and the SPRING STREET CORRIDOR JOINT POWERS AUTHORITY, a public entity ("Authority").

RECITALS:

A. SH City, LB City, SH CRA, and LB CRA have previously entered into that certain Joint Powers Agreement Creating the Spring Street Corridor Joint Powers Authority dated January 11, 1995, which was amended on September 5, 1996 (collectively referred to as the "JPA Agreement").

B. The parties now desire to modify the terms and conditions of the JPA Agreement.

THE PARTIES AGREE AS FOLLOWS:

Section 1. Section 1.02 of Article 1.00 of the Agreement is hereby amended to read:

1.02 The term "Biennial Meeting" shall be the meeting at which the Authority's officers are elected and shall be held on the third Tuesday in June at least once every two years in the Signal Hill Civic Center, Long Beach City Hall, or at such time and place as the Board may prescribe.

Section 2. Section 4.07 of Article 4.00 of the Agreement is hereby amended to read:

4.07 ELECTED OFFICERS.

1. The Board shall elect from among the Board members the following officers:

a. Chairman. The Director elected by the Board to serve as chief officer of the Authority. The Chairman shall preside over the Board and conduct all meetings of the Board. The Chairman shall execute all contracts, deeds, warrants, and other official documents on behalf of the Authority as authorized by the Board.

b. Vice Chairman. The elected officer who in the absence or inability of the Chairman to act shall act in the Chairman's capacity.

2. At no time shall the Chairman and Vice Chairman be from the same Participating Agency. The Chairmanship shall rotate biennially between Directors representing SH City and LB City, with the Chairman first being from SH City, the next from LB City, and so on.

3. The Chairman and Vice Chairman shall be elected by the Directors from either Long Beach or Signal Hill, depending on which entity is entitled to having a Director hold such office. For example, when the Chairman is to be from Signal Hill, the Signal Hill Directors shall elect such officer. Elections shall be conducted in accordance with Robert's Rules of Order but shall require a majority vote of the Directors from Signal Hill or Long Beach, as the case may be, and not simply a majority of those present and voting.

4. Those elected to the position of Chairman, and Vice Chairman, at the Initial Meeting referenced in Section 4.05 above, shall serve until the Biennial Meeting. Subsequent terms for the Chairman and Vice Chairman shall run for two (2) years, with elections held at each Biennial Meeting.

Section 3. Section 4.08 of Article 4.00 of the Agreement is hereby amended to read:

4.08 APPOINTED OFFICERS. The Board shall appoint the following officers:

a. Executive Director. The City Manager of LB City shall initially serve as the Executive Director with the office being rotated between the City Managers of each city at the time of the Biennial Meeting. The Executive Director shall exercise the duties described in Article 8.00.

b. Secretary. The Executive Director, or their designee shall serve as Secretary. The Secretary shall take and hold minutes of

the meeting, attest to contracts and other documents, record documents as necessary, keep and maintain records, and perform such other and further administrative, documentation, and related functions.

c. Controller/Treasurer. The City Manager of LB City or SH City not appointed as Executive Director/Secretary, or their designee, shall serve as Controller and Treasurer.

d. Auditor. The person serving as Finance Director of the Participating Agency whose City Manager serves as Controller/Treasurer shall perform the functions of Auditor as required by Government Code Section 6505.5 or 6505.6.

e. General Counsel. The member of the California State Bar appointed by the Board shall serve as the legal advisor to the Authority.

Section 4. Section 5.01 of Article 5.00 of the Agreement is hereby amended to read:

5.01 APPROVAL OF OPERATING BUDGET. At the Initial Meeting and biennially thereafter, no later than the Biennial Meeting, the Board shall review and approve a Biennial Operating Budget of the Authority, prepared by the Executive Director. The Board may, from time to time, modify the budget.

Section. 5. Section 5.05 of Article 5.00 of the Agreement is hereby amended to read:

5.05 BIENNIAL AUDIT. The Board shall arrange and provide for a biennial audit of the accounts and records of the Authority by an Auditor. Copies of such audit shall be distributed to the Members.

Section 6. Section 6.01 of Article 6.00 of the Agreement is hereby amended to read:

6.01 MEETINGS. The Board shall meet at least once each two (2) years, or more frequently as the Board may determine. All meetings shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (Gov. Code §54950 et seq.) All meetings shall be held in such place as the Board may determine.

Section 7. Section 7.01 of Article 7.00 of the Agreement is hereby amended to read:

7.01 BIENNIAL BUDGET. The Executive Director shall direct the preparation of a Biennial Operating Budget to be approved by the Board at the Biennial Meeting. The approval of the Budget shall require a Concurrent Majority Vote.

Section. 8 Section 8.01 of Article 8.00 of the Agreement is hereby amended to read:

8.01 GENERAL DUTIES. The Executive Director shall have general authority to administer the Authority under the direction and control of the Board. The Executive Director shall have the authority to approve all warrants not exceeding the amount of Fifteen Thousand Dollars (\$15,000.00) without prior Board approval. The Executive Director shall have the authority to hire, manage, discipline, and terminate all employees for such positions as may be authorized by the Board, and administer all consulting and other contracts when approved by the Board. The Executive Director shall recommend the budget and assessments to the Board. The general duties shall include such other duties as specified in any bylaws, rules, regulations, or procedures adopted by the Board. The duties of the Executive Director may be delegated by the Executive Director to subordinate employees or performed through contractual services.

Section 9. Except as expressly set forth above, the terms and conditions of the Agreement shall continue in full force and effect.

The parties have executed this Second Amendment as of the date first written

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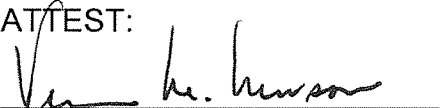
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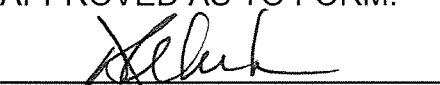
"SH City"

CITY OF SIGNAL HILL

Dated: 6/28/07

By: 
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

"SH CRA"

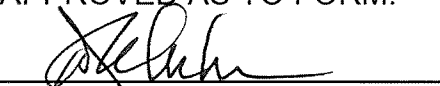
SIGNAL HILL REDEVELOPMENT AGENCY

Dated: 7.11.07

By: 
Chairperson

ATTEST:

Executive Director

APPROVED AS TO FORM:

Agency Counsel

[SIGNATURES CONTINUED ON NEXT PAGE]

"LB City"

CITY OF LONG BEACH

Dated: 2/13/07

By: Christine J. Shippey
ASSISTANT City Manager

ATTEST:

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

"LB CRA"

REDEVELOPMENT AGENCY OF THE CITY
OF LONG BEACH

Dated: 2/13/07

By: [Signature]
Chairperson Executive Director

ATTEST:

Executive Director

APPROVED AS TO FORM:

[Signature]
Agency Counsel