

JOINT EXERCISE OF POWERS AGREEMENT
BY AND BETWEEN
CITY OF SOUTH LAKE TAHOE
AND
SOUTH TAHOE REDEVELOPMENT AGENCY

2539H

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT, dated January 3, 1989 (herein called this "Agreement"), by and between the CITY OF SOUTH LAKE TAHOE, a municipal corporation duly organized and existing in the State of California, under and by virtue of the Constitution and the laws of the State of California (herein called the "City"), and the SOUTH TAHOE REDEVELOPMENT AGENCY, a public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of California (herein called the "Agency").

W I T N E S S E T H:

WHEREAS, Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California authorizes the City and Agency to create a joint exercise of powers entity (herein called the "South Tahoe Joint Powers Financing Authority" or the "Authority") which has the power to jointly exercise any powers common to the City and the Agency;

WHEREAS, the City and the Agency are each empowered by law to undertake certain projects and programs;

WHEREAS, the Agency is authorized by law to exercise broad governmental functions and authority to accomplish its purposes, including, but not limited to, the right of eminent domain, the right to issue bonds and expend their proceeds and the right to acquire, sell, develop, lease or administer property;

WHEREAS, Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Marks-Roos Local Bond Pooling Act of 1985") authorizes and empowers the Authority to issue bonds for financing public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the City;

WHEREAS, the Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell such bonds to public or private purchasers at public or negotiated sale; and

WHEREAS, by this Agreement, the City and the Agency desire to create and establish the South Tahoe Joint Powers Financing Authority for the purposes set forth herein and to exercise the powers described herein;

NOW, THEREFORE, the City and the Agency, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. DEFINITIONS

Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified.

Agency

The term "Agency" shall mean the South Tahoe Redevelopment Agency, a public corporation, duly organized and

existing under and by virtue of the laws of the State of California.

Authority

The term "Authority" shall mean the South Tahoe Joint Powers Financing Authority created by this Agreement.

Board

The term "Board" shall mean the governing board of the Authority.

City

The term "City" shall mean the existing municipal corporation known as the City of South Lake Tahoe, a city duly organized and existing under and by virtue of the Constitution and laws of the State of California.

Law

The term "Law" shall mean Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (Sections 6500-6599), including the Marks-Ross Local Bond Pooling Act of 1985, as amended.

Project Area

The term "Project Area" shall mean the South Tahoe Redevelopment Project No. 1, as more fully described in the Redevelopment Plan.

Redevelopment Plan

The term "Redevelopment Plan" shall mean the Redevelopment Plan for the South Tahoe Redevelopment Project No. 1, as approved by the Agency Governing Board on June 28,

1988, with the adoption of Ordinance No. 746 as the same may be amended from time to time.

SECTION 2. PURPOSE

This Agreement is made pursuant to the Law to provide for the joint exercise of powers common to the City and the Agency for the purpose of financing the Redevelopment Plan by exercising the powers referred to in the recitals hereof and described in Section 5 herein.

The City and the Agency desire to assist in the implementation of the Redevelopment Plan and in order to accomplish that goal are willing to assist in financing and public improvement costs associated with public capital improvements, including those within the Project Area.

The City and the Agency are empowered by the laws of the State of California to own, purchase, lease, sell, exchange or dispose of any real or personal property or any interest in it and to enter into contracts for public capital improvements, including contracts pursuant to implementation and execution of the Redevelopment Plan.

The Authority will fulfill the purposes of this Agreement by undertaking the sale and issuance of notes and bonds in accordance with the Marks-Roos Local Bond Pooling Act of 1985. The City and the Agency hereby agree that any such notes and bonds issued by the Authority for the Redevelopment Plan shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the

repayment of principal of or interest on such notes and bonds under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which the bonds are issued.

SECTION 3. TERM

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until June 28, 2018, unless extended or earlier terminated by a supplemental written agreement of the Agency and the City; provided, however, that in no event shall this Agreement terminate while any notes or bonds of the Authority remain outstanding under the terms of the Trust Agreement or other instrument pursuant to which such bonds are issued. In any event, the Authority shall cause all records regarding its formation, existence, any notes or bonds issued by it and proceedings pertaining to its termination to be retained for at least six years following termination of the Authority or final payment of any bonds issued by the Authority, whichever is later.

SECTION 4. AUTHORITY

A. Creation of Authority

There is hereby created pursuant to the Law an agency and public entity to be known as the "South Tahoe Joint Powers Financing Authority." As provided in the Law, the Authority shall be a public entity separate from the City and the Agency. The debts, liabilities and obligations of the

Authority shall not constitute debts, liabilities or obligations of the City or the Agency.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State of California in the manner set forth in Section 6503.5 of the Law.

B. Governing Board

The Authority shall be administered by the Board, which shall consist of the members of the City Council of the City. The term of office of any member of the Board shall be equivalent to such member's term of office on the City Council.

Members of the Board shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board and the City shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. Meetings of Board

(1) Regular Meetings. The Board shall hold at least one regular meeting each year, and, by resolution, may provide for the holding of regular meetings at more frequent intervals. The date upon which, and the hour and place at which, each such regular meeting shall be held shall be fixed by resolution of the Board.

(2) Legal Notice. All meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (Sections 54950-54961)) or any successor legislation hereinafter enacted.

(3) Minutes. The secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the City and the Agency.

(4) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

D. Officers; Duties

(1) The Mayor of the City shall serve as chairperson of the Authority and the Vice-Mayor of the City shall serve as vice-chairperson of the Authority. The Board shall by resolution appoint a secretary of the Authority.

(2) The Treasurer of the City is hereby designated as Treasurer of the Authority. Subject to the applicable provisions of any indenture, trust agreement or resolution providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all the money of the Authority, from whatever

source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Law.

(3) The Director of Finance of the City, who performs the functions of auditor and controller for the City, is hereby designated as Controller of the Authority, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Law. The Controller shall draw checks to pay demands against the Authority when the demands have been approved by the Authority.

(4) The City shall determine the charges to be made against the Authority for the services of the Treasurer and Controller.

(5) The Treasurer and Controller of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond in the amount of \$25,000 as required by Section 6505.1 of the Law; provided that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than \$500.00.

(6) The Treasurer and Controller of the Authority is hereby authorized and directed to prepare or cause to be prepared:

(a) a special audit as required pursuant to Section 6505 of the Government Code of the State of California every year during the term of this Agreement; and

(b) a report in writing on the first day of July, October, January, and April of each year to the Board, the City and the Agency which report shall describe the amount of money held by the Treasurer and Controller of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the first such report.

(7) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

SECTION 5. POWERS

The Authority shall have the power to finance public capital improvements through the issuance of notes and bonds for the purposes set forth in Section 2 hereof, all in accordance with the Law.

The Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes, including but not limited to any or all of the following: to make and enter into contracts; to employ agents and employees; and to sue and be sued in its own name.

Such power shall be exercised subject only to such restrictions upon the manner of exercising such power as are imposed upon the City in the exercise of similar powers, as provided in Section 6509 of the Law, except, however, nothing herein shall limit the powers of the Authority under the Marks-Ross Local Bond Pooling Act of 1985.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

SECTION 6. TERMINATION OF POWERS

The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement as provided in Section 3 or until the City and the Agency shall have mutually rescinded this Agreement; provided, however, that in no event shall this Agreement be terminated or rescinded while any bonds of the Authority remain outstanding under the terms of the Trust Agreement or other instrument pursuant to which the bonds are issued.

SECTION 7. FISCAL YEAR

Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period from October 1 of each year to and including the following September 30, except for the first fiscal year which shall be the period from the date of this Agreement to the following September 30.

SECTION 8. DISPOSITION OF ASSETS

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 6 hereof, all assets of the Authority shall be distributed to the City, subject to the provisions of Section 9 hereof.

SECTION 9. CONTRIBUTIONS AND ADVANCES

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the City and the Agency for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the City or the Agency, as the case may be, and the Authority at the time of making such advance. It is mutually understood and agreed that neither the City nor the Agency has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either may do so. The City or the Agency may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority. After termination of this Agreement pursuant to Section 3, any surplus money in possession of the Authority shall be returned to the City and the Agency in proportion to the unreimbursed contributions each has made.

SECTION 10. AGREEMENT NOT EXCLUSIVE

This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between the City and the Agency, except as the terms of this Agreement may conflict therewith, in which case the terms of this Agreement shall prevail.

SECTION 11. ACCOUNTS AND REPORTS

The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the City and the Agency and their representatives. The Authority shall give an audited written report of all financial activities for each fiscal year to the City and to the Agency within 150 days after the close of each fiscal year.

So long as required by Section 6505.6 of the Government Code of the State of California, the Controller of the Authority shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with the City, the Agency and, if required by Section 6505.6 of the Government Code of the State of California, with the County Auditor/Controller of the County of El Dorado. Such report shall be filed within 12 months of the end of the fiscal year or years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants, in making an audit pursuant to this section shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for the purpose.

In any year the Authority may, by unanimous request of the Board, replace the annual special audit with an audit covering a two-year period.

SECTION 12. CONFLICT OF INTEREST CODE

The Authority by resolution shall adopt a Conflict of Interest Code as required by law.

SECTION 13. BREACH

If default shall be made by the City or the Agency in any covenant contained in this Agreement, such default shall not excuse either the City or the Agency from fulfilling its obligations under this Agreement and the City and the Agency shall continue to be liable for the performance of all conditions herein contained. The City and the Agency hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and the City and the Agency hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of

one right or remedy shall not impair the right of the Authority to any or all other remedies.

SECTION 14. SEVERABILITY

Should any part, term, or provision of this Agreement be decided by the courts 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 or provisions hereof shall not be affected thereby.

SECTION 15. SUCCESSORS; ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

SECTION 16. AMENDMENT OF AGREEMENT

This Agreement may be amended by supplemental agreement executed by the City and the Agency at any time to provide for the financing of public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the City and the Agency in accordance with the Law or for any other purpose; provided, however, that in no event shall this Agreement terminate while any notes or bonds of the Authority remain outstanding under instrument pursuant to which such notes or bonds are issued.

SECTION 17. FORM OF APPROVALS

Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of the Agency, by resolution duly and regularly adopted by the members of the Agency, and, in the case of the City, by resolution duly and regularly adopted by the City Council of the City, and, in the case of the Authority, by resolution duly and regularly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

SECTION 18. SECTION HEADINGS

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

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, as of the day and year first above written.

CITY OF SOUTH LAKE TAHOE

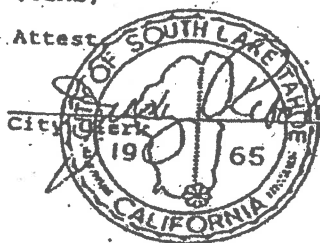
By

Neva Roberts

Mayor Pro Tem

(SEAL)

Attest



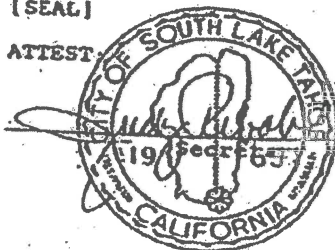
SOUTH TAHOE REDEVELOPMENT AGENCY

By

[Signature]
Chairman

(SEAL)

ATTEST





State of California
March Fong Eu
Secretary of State

NOTICE OF A JOINT POWERS AGREEMENT
(Government Code Section 6503.5 or 6503.7)

Instructions:

Complete and mail to: Secretary of State,
P.O. Box 704, Sacramento, CA 95812-0704 (916) 324-6778

Include filing fee of \$5.00.

Do not include attachments, unless otherwise specified.

Name of the agency or entity created under the agreement and responsible for the administration of the agreement is: South Tahoe Joint Powers Financing Authority

Filing address: P.O. Box 1210, South Lake Tahoe, CA 95705

Provide a short title of the agreement if applicable: Joint Exercise of Powers Agreement between the City of South Lake Tahoe and The South Tahoe Redevelopment Agency

Public agencies party to the agreement are:

City Council of the City of South Lake Tahoe

South Tahoe Redevelopment Agency

If more space is needed, continue on a separate sheet and attach it to this form.

Effective date of the agreement is: January 17, 1989

Provide a condensed statement of the agreement's purpose or the powers to be exercised: Authorization to issue bonds for financing public capital improvements and assist in the implementation of Redevelopment Plan

Signature

Judy Riboli, City Clerk,
Typed Name and Title of South Tahoe
Powers Financing Authority



FILE NO. 933

FILED

In the office of the Secretary of State
of the State of California

JAN 30 1989

March Fong Eu
MARCH FONG EU, Secretary of State

(Office Use Only)

JOINT EXERCISE OF POWERS AGREEMENT

BY AND BETWEEN

CITY OF SOUTH LAKE TAHOE

AND

SOUTH TAHOE REDEVELOPMENT AGENCY

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT, dated as of June 1, 2002 (herein called this "Agreement"), by and between the CITY OF SOUTH LAKE TAHOE, a municipal corporation duly organized and existing in the State of California, under and by virtue of the Constitution and the laws of the State of California (herein called the "City"), and the SOUTH TAHOE REDEVELOPMENT AGENCY, a public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of California (herein called the "Agency").

W I T N E S S E T H:

WHEREAS, Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California authorizes the City and Agency to create a joint exercise of powers entity (herein called the "South Tahoe Joint Powers Parking Financing Authority" or the "Authority") which has the power to jointly exercise any powers common to the City and the Agency;

WHEREAS, the City and the Agency are each empowered by law to undertake certain projects and programs;

WHEREAS, the Agency is authorized by law to exercise broad governmental functions and authority to accomplish its purposes, including, but not limited to, the right of eminent domain, the right to issue bonds and expend their proceeds and the right to acquire, sell, develop, lease or administer property;

WHEREAS, Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Marks-Roos Local Bond Pooling Act of 1985") authorizes and empowers the Authority to issue bonds for financing public capital improvements, working

capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the City;

WHEREAS, the Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell such bonds to public or private purchasers at public or negotiated sale; and

WHEREAS, by this Agreement, the City and the, Agency desire to create and establish the South Tahoe Joint Powers Parking Financing Authority for the purposes set forth herein and to exercise the powers described herein;

NOW, THEREFORE, the City and the Agency, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. DEFINITIONS

Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified.

Agency

The term "Agency" shall mean the South Tahoe Redevelopment Agency, a public corporation, duly organized and existing under and by virtue of the laws of the State of California.

Authority

The term "Authority" shall mean the South Tahoe Joint Powers Parking Financing Authority created by this Agreement.

Board

The term "Board" shall mean the governing board of the Authority.

City

The term "City" shall mean the existing municipal corporation known as the City of South Lake Tahoe, a city duly organized and existing under and by virtue of the Constitution and laws of the State of California.

Law

The term "Law" shall mean Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (Sections 6500-6599), including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

Project Area

The term "Project Area" shall mean the South Tahoe Redevelopment Project No. 1, as more fully described in the Redevelopment Plan.

Redevelopment Plan

The term "Redevelopment Plan" shall mean the Redevelopment Plan for the South Tahoe Redevelopment Project No. 1, as approved by the Agency Governing Board on June 28, 1988, with the adoption of Ordinance No. 746 as the same may be amended from time to time.

SECTION 2. PURPOSE

This Agreement is made pursuant to the Law to provide for the joint exercise of powers common to the City and the Agency for the purpose of financing the Redevelopment Plan by exercising the powers referred to in the recitals hereof and described in Section 5 herein.

The City and the Agency desire to assist in the implementation of the Redevelopment Plan and in order to accomplish that goal are willing to assist in financing and

public improvement costs associated with public capital improvements, including those within the Project Area.

The City and the Agency are empowered by the laws of the State of California to own, purchase, lease, sell, exchange or dispose of any real or personal property or any interest in it and to enter into contracts for public capital improvements, including contracts pursuant to implementation and execution of the Redevelopment Plan.

The Authority will fulfill the purposes of this Agreement by undertaking the sale and issuance of notes and bonds in accordance with the Marks-Roos Local Bond Pooling Act of 1985. The City and the Agency hereby agree that any such notes and bonds issued by the Authority for the Redevelopment Plan shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal of or interest on such notes and bonds under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which the bonds are issued.

SECTION 3. TERM

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until June 1, 2042, unless extended or earlier terminated by a supplemental written agreement of the Agency and the City; provided, however, that in no event shall this Agreement terminate while any notes or bonds of the Authority remain outstanding under the terms of the Trust Agreement or other instrument pursuant to which such bonds are issued. In any event, the Authority shall cause all records regarding its formation, existence, any notes or bonds issued by it and proceedings pertaining to its termination to be retained for at least six years following termination of the Authority or final payment of any bonds issued by the Authority, whichever is later.

SECTION 4. AUTHORITY

A. Creation of Authority

There is hereby created pursuant to the Law an agency and public entity to be known as the "South Tahoe Joint Powers Parking Financing Authority." As provided in the Law, the Authority shall be a public entity separate from the City and the Agency. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the City or the Agency.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State of California in the manner set forth in Section 6503.5 of the Law.

B. Governing Board

The Authority shall be administered by the Board, which shall consist of the members of the City Council of the City. The term of office of any member of the Board shall be equivalent to such member's term of office on the City Council.

Members of the Board shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board and the City shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. Meetings of Board

(1) Regular Meetings. The Board shall hold at least one regular meeting each year, and, by resolution, may provide for the holding of regular meetings at more

frequent intervals. The date upon which, and the hour and place at which, each such regular meeting shall be held shall be fixed by resolution of the Board.

(2) Legal Notice. All meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (Sections 54950-54961)) or any successor legislation **hereinafter enacted.**

(3) Minutes. The secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the City and the Agency.

(4) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

D. Officers; Duties

(1) The Mayor of the City shall serve as chairperson of the Authority and the Vice-Mayor of the City shall serve as vice-chairperson of the Authority. The Board shall by resolution appoint a secretary of the Authority.

(2) The Treasurer of the City is hereby designated as Treasurer of the Authority. Subject to the applicable provisions of any indenture, trust agreement or resolution providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody, of all the money of the Authority, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Law.

(3) The Director of Finance of the City, who performs the functions of auditor and controller for the City, is hereby designated as Controller of the Authority, and, as

such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Law. The Controller shall draw checks to pay demands against the Authority when the demands have been approved by the Authority.

(4) The City shall determine the charges to be made against the Authority for the services of the Treasurer and Controller.

(5) The Treasurer and Controller of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond in the amount of \$25,000 as required by Section 6505.1 of the Law; provided that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than \$500.00.

(6) The Treasurer and Controller of the Authority is hereby authorized and directed to prepare or cause to be prepared:

(a) a special audit as required pursuant to Section 6505 of the Government Code of the State of California every year during the term of this Agreement; and

(b) a report in writing on the first day of July, October, January, and April of each year to the Board, the City and the Agency which report shall describe the amount of money held by the Treasurer and Controller of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the first such report.

(7) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

SECTION 5. POWERS

The Authority shall have the power to design, plan, construct, improve, own, operate and finance public capital improvements including, without limitation, a public parking garage located within the City and serving the residents of the City as well as the public at large through the issuance of notes and bonds for the purposes set forth in Section 2 hereof, all in accordance with the Law. The powers of the Authority shall include, without limitation, all those powers enumerated in Sections 6584 and following of the Law.

The Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes, including but not limited to any or all of the following: to make and enter into contracts; to employ agents and employees; and to sue and be sued in its own name.

Such power shall be exercised subject only to such restrictions upon the manner of exercising such power as are imposed upon the City in the exercise of similar powers, as provided in Section 6509 of the Law, except, however, nothing herein shall limit the powers of the Authority under the Marks-Roos Local Bond Pooling Act of 1985.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

SECTION 6. TERMINATION OF POWERS

The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement as provided in Section 3 or until the City and the Agency shall have mutually rescinded this Agreement; provided, however, that in no event shall this Agreement be terminated or rescinded while any bonds of the Authority remain outstanding

under the terms of the Trust Agreement or other instrument pursuant to which the bonds are issued.

SECTION 7. FISCAL YEAR

Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period from October 1 of each year to and including the following September 30, except for the first fiscal year which shall be the period from the date of this Agreement to the following September 30.

SECTION 8. DISPOSITION OF ASSETS

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 6 hereof, all assets of the Authority shall be distributed to the City, subject to the provisions of Section 9 hereof.

SECTION 9. CONTRIBUTIONS AND ADVANCES

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the City and the Agency for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the City or the Agency, as the case may be, and the Authority at the time of making such advance. It is mutually understood and agreed that neither the City nor the Agency has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either may do so. The City or the Agency may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority. After termination of this Agreement pursuant to

Section 3, any surplus money in possession of the Authority shall be returned to the City and the Agency in proportion to the unreimbursed contributions each has made.

SECTION 10. AGREEMENT NOT EXCLUSIVE

This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between the City and the Agency, except as the terms of this Agreement may conflict therewith, in which case the terms of this Agreement shall prevail.

SECTION 11. ACCOUNTS AND REPORTS

The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the City and the Agency and their representatives. The Authority shall give an audited written report of all financial activities for each fiscal year to the City and to the Agency within 150 days after the close of each fiscal year.

So long as required by Section 6505.6 of the Government Code of the State of California, the Controller of the Authority shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with the City, the Agency and, if required by Section 6505.6 of the Government Code of the State of California, with the County Auditor/Controller of the County of El Dorado. Such report shall be filed within 12 months of the end of the fiscal year or years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants, in making an audit pursuant to this section shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for the purpose.

In any year the Authority may, by unanimous request of the Board, replace the annual special audit with an audit covering a two-year period.

SECTION 12. CONFLICT OF INTEREST CODE

The Authority by resolution shall adopt a Conflict of Interest Code as required by law.

SECTION 13. BREACH

If default shall be made by the City or the Agency in any covenant contained in this Agreement, such default shall not excuse either the City or the Agency from fulfilling its obligations under this Agreement and the City and the Agency shall continue to be liable for the performance of all conditions herein contained. The City and the Agency hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and the City and the Agency hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

SECTION 14. SEVERABILITY

Should any part, term, or provision of this Agreement be decided by the courts 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 or provisions hereof shall not be affected thereby.

SECTION 15. SUCCESSORS: ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

SECTION 16. AMENDMENT OF AGREEMENT

This Agreement may be amended by supplemental agreement executed by the City and the Agency at any time to provide for the financing of public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the City and the Agency in accordance with the Law or for any other purpose; provided; however, that in no event shall this Agreement terminate while any notes or bonds of the Authority remain outstanding under instrument pursuant to which such notes or bonds are issued.

SECTION 17. FORM OF APPROVALS

Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of the Agency, by resolution duly and regularly adopted by the members of the Agency, and, in the case of the City, by resolution duly and regularly adopted by the City Council of the City, and, in the case of the Authority, by resolution duly and regularly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

SECTION 18. SECTION HEADINGS

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the day and year first above written.

CITY OF SOUTH LAKE TAHOE

By *Brooks Jaine*
Mayor

Attest:

Angela Peterson
City Clerk



SOUTH TAHOE REDEVELOPMENT
AGENCY

By *Brooks Jaine*
Chairman

Attest:

Angela Peterson
Secretary

I, Angela Peterson, City Clerk of the City of South Lake Tahoe, California, do hereby certify that this is a true and correct copy of the document as it appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of South Lake Tahoe, California.

Angela Peterson 7/22/02
Angela Peterson, City Clerk Date





State of California
Bill Jones
Secretary of State

NOTICE OF A JOINT POWERS AGREEMENT
(Government Code Section 6503.5 or 6503.7)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 944225, Sacramento, CA 94244-2250 (916) 853-3984
2. Include filing fee of \$1.00.
3. Do not include attachments, unless otherwise specified.

The name of the agency or entity created under the agreement and responsible for the administration of the agreement is: South Tahoe Joint Powers Parking Financing Authority

Mailing Address: 1052 Tata Lane, South Lake Tahoe California 96150-6324

Provide a short title of the agreement if applicable: Joint Exercise of Powers Agreement by
and between City of South Lake Tahoe and South Tahoe Redevelopment Agency

The public agencies party to the agreement are:

- (1) City of South Lake Tahoe
- (2) South Tahoe Redevelopment Agency
- (3) _____

If more space is needed, continue on a separate sheet and attach it to this form.

The effective date of the agreement is: June 18, 2002

Provide a condensed statement of the agreement's purpose or the powers to be exercised: Right of eminent
domain, right to issue bonds and expend bond proceeds, right to acquire, sell, develop,
lease, operate and administer property, including without limitation parking facilities

July 9, 2002
Date

Sue Schlerf
Signature
Sue Schlerf, Interim Executive Director
Typed Name and Title

FILE NO.

1811

FILED
In the Office of the Secretary of State
of the State of California

JUL 10 2002

Bill Jones
BILL JONES, Secretary of State

(Office Use Only)

