

RESOLUTION NO. 11-11

A RESOLUTION OF THE LANCASTER REDEVELOPMENT AGENCY APPROVING THE FIRST AMENDMENT TO THE JOINT POWERS AGREEMENT AMONG THE CITY, THE LANCASTER REDEVELOPMENT AGENCY, AND THE LANCASTER HOUSING AUTHORITY

WHEREAS, the City Council (the "City Council") of the City of Lancaster (the "City") has adopted and amended, from time to time, the Redevelopment Plan (the "Redevelopment Plan") for Project Areas (the "Project Area") within the City; and

WHEREAS, the Redevelopment Agency of the City of Lancaster (the "Agency") is engaged in activities necessary to execute and implement the Redevelopment Plan for the Project Area; and

WHEREAS, in furtherance of the objectives of the California Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*), the Agency entered into a Joint Powers Agreement (the "JPA") with the Lancaster Housing Authority and the City dated March 8, 2011, creating the Lancaster Power Authority (the "LPA"); and

WHEREAS, LPA, through the JPA, plays a key role in the development and support of the City and the Lancaster community, obtaining and operating utility assets; facilitating the development for local utility generation, and cooperative arrangements for utility transmission that result in generating revenues for the City and removal of blight within the Agency's redevelopment area; and

WHEREAS, LPA is involved in various economic development efforts that retain companies and recruit businesses into the Lancaster community; and

WHEREAS, amending the JPA will provide certainty for LPA customers as well as allowing LPA to perform under existing and anticipated long term agreements designed to encourage the location of new businesses and the expansion of old businesses within Lancaster, promote clean energy development, promote public/private partnerships to encourage development of commercial, industrial, and residential land within Lancaster and generally continue to conduct business for the benefit of the community as a whole; and

WHEREAS, Agency, Lancaster Housing Authority, and City have negotiated an Amendment to the JPA (the "Amendment"), which will provide for the assignment of assets of LPA upon termination of the JPA; and

WHEREAS, the Agency has duly considered the proposed Amendment and believes that its approval and execution is in the best interests of the Agency, the Lancaster Housing Authority, and City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE LANCASTER REDEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Agency hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the Agency set forth below.

Section 2. The Agency hereby approves the Amendment to the JPA by and between the Agency, the Lancaster Housing Authority, and the City in the form attached to the Staff Report.

Section 3. The Executive Director of the Agency is hereby authorized to execute such further documents and take such further actions as may be necessary or appropriate to carry out the Agency's obligations pursuant to the Amendment.

Section 4. The Agency Secretary shall certify to the adoption of this Resolution.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED on the _____ day of June, 2011, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

GERI K. BRYAN, CMC
Agency Secretary
Lancaster Redevelopment Agency

R. REX PARRIS
Chairman
Lancaster Redevelopment Agency

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss
CITY OF LANCASTER }

CERTIFICATION OF RESOLUTION
REDEVELOPMENT AGENCY

I, _____, _____ City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. 11-11, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE LANCASTER REDEVELOPMENT AGENCY, on this _____ day of _____, _____.

(seal)

RESOLUTION NO. HA 01-11

A RESOLUTION OF THE LANCASTER HOUSING AUTHORITY APPROVING THE FIRST AMENDMENT TO THE JOINT POWERS AGREEMENT AMONG THE CITY, THE LANCASTER REDEVELOPMENT AGENCY, AND THE LANCASTER HOUSING AUTHORITY

WHEREAS, the Lancaster Housing Authority (the "Housing Authority") entered into a Joint Powers Agreement (the "JPA") with the City of Lancaster (the "City") and the Redevelopment Agency of the City of Lancaster (the "Agency") dated March 8, 2011, creating the Lancaster Power Authority (the "LPA"); and

WHEREAS, LPA, through the JPA, plays a key role in the development and support of the City and the Lancaster community, obtaining and operating utility assets; facilitating the development for local utility generation, and cooperative arrangements for utility transmission that result in generating revenues for the City and removal of blight within the Agency's redevelopment area; and

WHEREAS, LPA is involved in various economic development efforts that retain companies and recruit businesses into the Lancaster community; and

WHEREAS, amending the JPA will provide certainty for LPA customers as well as allowing LPA to perform under existing and anticipated long term agreements designed to encourage the location of new businesses and the expansion of old businesses within Lancaster, promote clean energy development, promote public/private partnerships to encourage development of commercial, industrial, and residential land within Lancaster and generally continue to conduct business for the benefit of the community as a whole; and

WHEREAS, Housing Authority, Agency, and City have negotiated an Amendment to the JPA (the "Amendment"), which will provide for the assignment of assets of LPA upon termination of the JPA; and

WHEREAS, the Housing Authority has duly considered the proposed Amendment and believes that its approval and execution is in the best interests of the Housing Authority, Agency, and City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE LANCASTER HOUSING AUTHORITY AS FOLLOWS:

Section 1. The Housing Authority hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the Housing Authority set forth below.

Section 2. The Housing Authority hereby approves the Amendment to the JPA by and between the Lancaster Housing Authority, Agency, and the City in the form attached to the Staff Report.

Section 3. The Executive Director is hereby authorized to execute such further documents and take such further actions as may be necessary or appropriate to carry out the Housing Authority's obligations pursuant to the Amendment

Section 4. The Authority Secretary shall certify to the adoption of this Resolution.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2011, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

GERI K. BRYAN, CMC
Authority Secretary
Lancaster Housing Authority

R. REX PARRIS
Chairman
Lancaster Housing Authority

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss
CITY OF LANCASTER }

CERTIFICATION OF RESOLUTION
LANCASTER HOUSING AUTHORITY

I, _____, _____ City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. HA 01-11, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE LANCASTER HOUSING AUTHORITY, on this _____ day of _____, _____.

(seal)

RESOLUTION NO. 11-45

A RESOLUTION OF THE CITY COUNCIL OF LANCASTER,
CALIFORNIA, APPROVING THE FIRST AMENDMENT TO
THE JOINT POWERS AGREEMENT AMONG THE CITY, THE
LANCASTER REDEVELOPMENT AGENCY, AND THE
LANCASTER HOUSING AUTHORITY

WHEREAS, the City of Lancaster (the "City") entered into a Joint Powers Agreement (the "JPA") with the Redevelopment Agency of the City of Lancaster (the "Agency") and the Lancaster Housing Authority (the "Housing Authority") dated March 8, 2011, creating the Lancaster Power Authority (the "LPA"); and

WHEREAS, LPA, through the JPA, plays a key role in the development and support of the City and the Lancaster community, obtaining and operating utility assets; facilitating the development for local utility generation, and cooperative arrangements for utility transmission that result in generating revenues for the City and removal of blight within the Agency's redevelopment area; and

WHEREAS, LPA is involved in various economic development efforts that retain companies and recruit businesses into the Lancaster community; and

WHEREAS, amending the JPA will provide certainty for LPA customers as well as allowing LPA to perform under existing and anticipated long term agreements designed to encourage the location of new businesses and the expansion of old businesses within Lancaster, promote clean energy development, promote public/private partnerships to encourage development of commercial, industrial, and residential land within Lancaster and generally continue to conduct business for the benefit of the community as a whole; and

WHEREAS, City, Agency, and Housing Authority have negotiated an Amendment to the JPA (the "Amendment"), which will provide for the assignment of assets of LPA upon termination of the JPA; and

WHEREAS, the City has duly considered the proposed Amendment and believes that its approval and execution is in the best interests of the City, Agency, and Lancaster Housing Authority and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER AS FOLLOWS:

Section 1. The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. The City hereby approves the Amendment to the JPA by and between the Agency, Lancaster Housing Authority, and the City in the form attached to the Staff Report.

Section 3. The City Manager is hereby authorized to execute such further documents and take such further actions as may be necessary or appropriate to carry out the City's obligations pursuant to the Amendment

Section 4. The City Clerk shall certify to the adoption of this Resolution.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2011, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

GERI K. BRYAN, CMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss
CITY OF LANCASTER }

CERTIFICATION OF RESOLUTION
CITY OF LANCASTER

I, _____, _____ City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. 11-45, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this _____ day of _____, _____.

(seal)

**FIRST AMENDMENT TO JOINT POWERS AGREEMENT
LANCASTER POWER AUTHORITY**

This First Amendment to Joint Powers Agreement (“Amendment”) is made and entered into on June , 2011, by and between the City of Lancaster, a charter city (“City”), the Lancaster Redevelopment Agency, a public body corporate and politic (“Agency”), and the Lancaster Housing Authority, a public body corporate and politic (“Housing Authority”) for the purpose of amending that certain Joint Powers Agreement entered into on March 8, 2011, by and between the City, the Agency, and Housing Authority for the purpose of establishing the Lancaster Power Authority, a joint powers agreement (“JPA”).

This Amendment hereby amends the JPA by substituting the following revised sections in the place of the original section of the same number and title:

“Section 3. Purpose. The purpose of the JPA shall be to establish, own, and operate a municipal gas and electric utility, an electric generating facility or transmission facility, for the benefit of the residents of the City, and customers, business and property owners within the City and/or outside the City and served by the JPA, and to engage in any other business in which either party to this Agreement might otherwise engage. The public interest, convenience and necessity require that the municipal utility be established through the JPA under this Agreement. The JPA is authorized to perform all the functions of a municipal utility allowed by law.”

“Section 5. Staff to the JPA. The Board shall appoint an Executive Director, Legal Counsel and Treasurer, who shall serve at the pleasure of the Board. The City Clerk shall serve as Secretary to the JPA. The Executive Director shall be the appointing authority for additional staff of the JPA including, without limitation, a General Manager, who shall serve at the pleasure of the Executive Director.”

“Section 8(i) the right to engage in business retention, investment in real estate, and development activities.”

“Section 14. Effect of Termination. Upon termination of this Agreement, any remaining assets and/or property of the JPA shall be transferred to the City. The term “property” as used in this section shall include, but not be limited to, any and all rights, titles and interests in and to any and all property, whether real or personal, tangible (including cash) or intangible, and wherever situated and whether now owned or hereafter acquired, whether paid now or due and owing in the future.”

Except as specifically amended by this Amendment, each and every provision of the JPA shall continue in full force and effect as originally entered into.

WHEREFORE, the parties have executed this Agreement as follows:

ATTEST:

CITY OF LANCASTER, a municipal corporation

Geri K. Bryan, CMC City Clerk

By: _____
R. Rex Parris, Mayor

ATTEST:

LANCASTER REDEVELOPMENT AGENCY

Geri K. Bryan, Agency Secretary

By: _____
R. Rex Parris, Chairman

ATTEST:

LANCASTER HOUSING AUTHORITY

Geri K. Bryan, Authority Secretary

By: _____
R. Rex Parris, Chairman

Approved as to Form:

By: _____
David R. McEwen, Legal Counsel

EXHIBIT A

JOINT POWERS AGREEMENT - LANCASTER POWER AUTHORITY

This Agreement ("Agreement") is made and entered into on March 8, 2011, by and among the City of Lancaster, a charter city and municipal corporation ("City"), the Lancaster Redevelopment Agency, a public body corporate and politic ("Agency"), and the Lancaster Housing Authority, a public body corporate and politic ("Housing Authority").

The parties hereto agree as follows:

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

- (a) City has the authority to establish, own and operate a municipal gas and electric utility under California Constitution, Article 11, Section 9, and other applicable law.
- (b) City, Agency and Housing Authority have broad governmental powers, including the authority to acquire and operate real property for the benefit of the community.
- (c) City, Agency, and Housing Authority desire and intend for this Agreement to create a joint powers authority, as a separate legal entity, which in turn will employ or contract with a qualified person or persons, entity or entities to provide operational support to the municipal utility.
- (d) City, Agency, and Housing Authority have determined by their respective resolutions that the public interest, convenience and necessity require the formation of a municipal utility through a joint powers authority, and execution and implementation of this Agreement.

Section 2. Creation of Entity. There is hereby created a Joint Powers Authority, to be known as the "Lancaster Power Authority" (hereafter "JPA"). It is the intention of the parties to this Agreement to, and they do hereby, create a legal entity, separate from the parties to this Agreement, which entity shall be responsible for the administration and implementation of this Agreement.

Section 3. Purpose. The purpose of the JPA shall be to establish, own and operate a municipal gas and electric utility, for the benefit of the residents of the City, and customers, business and property owners in the City and/or to be served by the JPA. The public interest, convenience and necessity require that the municipal utility be operated by the JPA under this Agreement. The JPA is authorized to perform all the functions of a municipal utility allowed by law.

Section 4. Board of Directors. The JPA shall be governed by a Board of Directors, which shall consist of the members of the City Council of the City. The Mayor of the City shall serve as Chair of the Board, and the Vice-Mayor of the City shall serve as Vice-Chair of the Board.

Section 5. Staff to the JPA. The Board shall appoint an Executive Director, General Counsel and Treasurer, who shall serve at the pleasure of the Board. The Executive Director shall serve as Secretary to the JPA, and shall be the appointing authority for additional staff of the JPA including, without limitation, a General Manager, who shall serve at the pleasure of the Executive Director. The General Counsel may designate assistant or deputy counsel as he deems appropriate, who shall serve at the pleasure of the General Counsel. The Treasurer shall post such bond, if any, as determined by the agency board.

Section 6. Accounting; Audit. The Board shall take all steps reasonably required and necessary to provide for strict accountability as to all funds coming into possession of the JPA and shall provide from time to time, public reports of all receipts and disbursements. The Board shall annually employ a qualified person or entity to conduct an audit of its books and records. Such audit reports shall be filed as is required pursuant to Government Code §§ 6500, *et seq.*

Section 7. Common Powers. Each of the parties to this Agreement has broad governmental powers including the power to own and operate property for the benefit of the community. The contracting party designated for purposes of Government Code § 6509 is the City of Lancaster.

Section 8. Rights and Duties of JPA. The JPA created hereby shall have all of the rights, duties and powers available to it pursuant to applicable law including, without limitation, Government Code §§ 6500, *et seq.* Those rights, duties and powers shall include, for example, only and not by way of limitation:

- (a) the right to sue and be sued in its own name;
- (b) the right to issue revenue bonds or other evidences of indebtedness, including, at the option of the Board, bonds bearing interest, to pay the cost of any public capital improvement, working capital, or liability or other insurance program; provided, however, that any such bonds or other evidences of indebtedness so issued shall be deemed to be exclusively the obligation of the JPA and shall not constitute a debt, liability or obligation of any of the parties to this Agreement;
- (c) the right to enter into any agreement or contract, execute any instrument, and perform any act or thing necessary, convenient or desirable to carry out any power authorized by law;

- (d) set any terms and conditions on any purchase or sale pursuant to law as the JPA deems by resolution to be necessary, appropriate and in the public interest, in furtherance of the purposes of this Agreement;
- (e) the right to designate by resolution a service area or areas for service by the JPA, within or outside the territorial boundaries of the City of Lancaster, and to amend, revise or terminate service in such areas;
- (f) the right to establish, by resolution and on such terms as the Board deems appropriate, advisory boards to review and advise concerning rate tariffs, quality of service, and rules and regulations of operation, particularly in circumstances where the JPA delivers service outside the territorial boundaries of Lancaster;
- (g) the right to distribute revenues from JPA activities to any member entity for any lawful purpose, such as without limitation reimbursement for administrative expenses and to pay the cost of any public capital improvement, in the discretion of the Board;
- (h) the right to engage in housing, business retention, and development activities in areas served by the JPA;
- (i) the right to implement demand management and energy conservation and efficiency programs;
- (j) the right to enter into public and private contracts for the provision of gas and electric service, provided, however, that if the JPA is for any reason unable to sell and deliver electric service to end-use consumers, it shall be authorized and empowered to enter into agreements with the City, Agency, and/or Housing Authority or any other legal entity for the City, Agency, and/or Housing Authority, and/or such entity to purchase gas and electricity from the JPA and, in turn, sell and deliver to end-use consumers; and
- (k) the rights, duties and powers otherwise expressly set forth for a joint powers authority and/or municipal utility, together with those implied powers necessary to carry out powers expressly granted.

Section 9. Debts of JPA. The debts, liabilities and obligations of the JPA shall not constitute debts, liabilities or obligations of the parties to this Agreement.

Section 10. Actions. Actions by the Board shall be taken upon the majority vote of the members thereof, except where otherwise allowed or provided by law or resolution.

Section 11. Applicability of Laws. The JPA and its Board shall conduct affairs of the JPA in compliance with the provisions of the Ralph M. Brown Act and other applicable laws.

Section 12. Loans. The JPA Board, in its discretion, may by resolution authorize the receipt of loans from or the granting of loans to the City, Agency, and/or Housing Authority, on such mutually agreed terms and conditions as it deems appropriate.

Section 13. Term. The term of this Agreement shall be for a period of twenty (20) years, and shall thereafter renew for successive additional one year terms until terminated by the parties. This Agreement may be terminated by the joint mutual agreement of the parties hereto expressed in a written agreement which states the date of termination of this Agreement.

Section 14. Continued Existence of Members. In the event any party hereto ceases to exist for any reason, such party shall immediately, and without further action of the other parties, cease to be party to this agreement. It is the intent of the parties that the JPA shall continue in existence.

Section 15. Effect of Termination. Upon termination of this Agreement, any remaining assets of the JPA after payment of outstanding obligations shall be divided equally between the parties hereto.

Section 16. Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors in interest.

Section 17. Section Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

Section 18. Severability. This Agreement shall be deemed severable. If any provision or part hereof is judicially declared invalid, then the remaining provisions shall remain valid, and shall be interpreted in a manner which most gives effect to the intent and purposes of this Agreement.

Section 19. Modification. This Agreement shall not be modified except by written agreement of the parties hereto.

Section 20. Effective Date. This Agreement shall take effect as of March 8, 2011.

WHEREFORE, the parties have executed this Agreement as follows:

ATTEST:

Geri K. Bryan
Geri K. Bryan, CMC City Clerk

REN

CITY OF LANCASTER, a municipal corporation

By: R. Rex Parris
R. Rex Parris, Mayor

ATTEST:

Geri K. Bryan
Geri K. Bryan, Agency Secretary

LANCASTER REDEVELOPMENT AGENCY

By: R. Rex Parris
R. Rex Parris, Chairman

ATTEST:

Geri K. Bryan
Geri K. Bryan, Authority Secretary

LANCASTER HOUSING AUTHORITY

By: R. Rex Parris
R. Rex Parris, Chairman

Approved as to Form:

By: David R. McEwen
David R. McEwen, Legal Counsel