

## **AMENDMENT NO. 1 TO JOINT EXERCISE OF POWERS AGREEMENT**

with respect to the

### **HAWTHORNE PUBLIC FINANCING AUTHORITY**

This Amendment No. 1 to Joint Exercise of Powers Agreement (this “Amendment No. 1”) is dated as of March 1, 2025 for reference purposes, and is made by and among the City of Hawthorne (the “City”), the Successor Agency to the Community Redevelopment Agency of the City of Hawthorne (the “Successor Agency”), and the Parking Authority of the City of Hawthorne (the “Parking Authority”), to amend that certain Joint Exercise of Powers Agreement, dated November 23, 1992 (the “JPA Agreement”).

#### **RECITALS:**

A. The Joint Exercise of Powers Act, being California Government Code Section 6500, et seq. (the “Joint Powers Act”), provides that public agencies by agreement may jointly exercise any power common to the contracting parties. The Parking Authority is a “public agency” within the meaning of that term under Section 6502 of the Joint Powers Act, and as such, is eligible to enter into this Agreement.

B. Pursuant to Article 4 of the Joint Powers Act (also known as the Marks-Roos Local Bond Pooling Act of 1985), an authority created pursuant to Article 1 of the Joint Powers Act has additional, independent powers under the Joint Powers Act, including the power to issue bonds to pay the cost of any public capital improvement, and the power to make secured or unsecured loans to a local agency, including the City and the Parking Authority, in connection with the financing of public capital improvements and to refinance indebtedness incurred in connection with public capital improvements undertaken and completed, and may purchase bonds issued by any local agency at a public or private sale and such bonds may be held by the authority or sold to public or private purchasers at public or negotiated sales.

C. Pursuant to the Joint Powers Act, the City and the Community Redevelopment Agency of the City of Hawthorne (the “Former Agency”) have heretofore entered into the JPA Agreement, pursuant to which the public entity known as the “Hawthorne Public Financing Authority” was created.

D. On June 29, 2011, Assembly Bill No. 16 was enacted as Chapter 5 of Statutes of 2011 (“AB 26”), pursuant to which all redevelopment agencies in the State of California were statutorily dissolved as of February 1, 2012, including the Former Agency, and the Former Agency’s interests in and obligations under the JPA Agreement were assigned to the Successor Agency by operation of the law enacted by AB 26, including but not limited to California Health and Safety Code Section 34178(b)(3).

E. California Health and Safety Code Section 34187(b) provides for the dissolution of the Successor Agency within several months of the final retirement or payment of all enforceable

obligations of the Former Agency, disposal of all real property, and resolution of all outstanding litigation of the Successor Agency.

F. There continues to be a need within the City, consistent with the need described in the declarations of the State Legislature set forth in Article 4 of the Joint Powers Act, to expand, upgrade, and otherwise improve the public capital facilities of local government necessary to support the rehabilitation and construction of residential and economic development. The needs of local government for financing these facilities greatly exceed the amount of funds available from existing state, local, and federal sources.

G. The needs of the City to expand, upgrade, and otherwise improve the public capital facilities are expected to continue beyond the termination of the Successor Agency, and bonded indebtedness or other obligations that may be issued with the assistance of the Hawthorne Public Financing Authority are expected to have terms and maturities extending beyond the termination of the Successor Agency, so it is necessary to add the Parking Authority as a member of the JPA Agreement in order to continue the existence of the Authority.

H. The common powers of the City and the Parking Authority include the power to issue revenue bonds for the purpose of financing the acquisition, construction, rehabilitation, refinancing, or development of public parking facilities and for the provision of capital improvements in connection with and determined necessary to the public parking facilities; the power to purchase bonds, notes or other obligations; the power to acquire and dispose of real and personal property; the power to pay for the cost of publicly owned improvements in connection with and determined necessary to the public parking facilities; and the power to accept financial assistance from various public sources. The City and the Parking Authority desire to jointly exercise certain powers common to the parties, as set forth herein, including the foregoing and including the expansion, upgrading and improvement of said public capital improvements, and to facilitate the continued existence of the Hawthorne Public Financing Authority, which may also exercise its independent powers authorized by the Joint Powers Act.

I. The Parking Authority desires to enter into this Amendment No. 1 to become a party to the JPA Agreement in furtherance of the Joint Powers Act, including Article 4 thereof, and the Successor Agency desires to withdraw from the JPA Agreement.

J. The inclusion of the Parking Authority as a member to the Authority will preserve the existence of the Authority (thereby avoiding any disruption with respect to the outstanding Authority bonds), while allowing the Successor Agency to withdraw its membership.

K. In furtherance of the purposes of the JPA Agreement and the Joint Powers Act, including Article 4 thereof, and pursuant to Section 5.06 of the JPA Agreement, the City and the Successor Agency desire to enter into this Amendment No. 1 to: (i) add the Parking Authority as a party to the JPA Agreement, (ii) provide for the withdrawal of the Successor Agency from the Hawthorne Public Financing Authority and the JPA Agreement, and (iii) update the JPA Agreement, including clarifying changes necessitated by all of the foregoing.

NOW, THEREFORE, the City, the Successor Agency, and the Parking Authority agree as follows:

Section 1. Amendments to the JPA Agreement.

A. The JPA Agreement is hereby amended to include the Parking Authority as a party to the JPA Agreement. By its signature to this Amendment No. 1, the Parking Authority agrees to be a party to the JPA Agreement and accepts the terms of the JPA Agreement.

B. The JPA Agreement is hereby amended to remove the Former Agency as succeeded by the Successor Agency, as assignee by operation of law to the Former Agency, as a member of the Hawthorne Public Financing Authority and as a party of the JPA Agreement and thus terminate its membership in the Hawthorne Public Financing Authority.

C. The recitals of the JPA Agreement are hereby amended to add the following recital:

WHEREAS, this Agreement has been amended by that certain Amendment No. 1 to Joint Exercise of Powers Agreement, dated November 23, 1992, to reflect the addition of the Parking Authority of the City of Hawthorne as a member of the Authority and as a party to this Agreement and to reflect the withdrawal of the Successor Agency to the Hawthorne Redevelopment Agency, as successor to the Agency by operation of law upon the Agency's statutory dissolution, from membership of the Authority and the JPA Agreement."

D. Section 1.01 of the JPA Agreement is hereby amended to add the following additional defined terms:

"Amendment No. 1" means that certain Amendment No. 1 to Joint Exercise of Powers Agreement, dated as of November 23, 1992, by and among the City, the Successor Agency to the Community Redevelopment Agency of the City of Hawthorne, as successor to the former Agency, and the Parking Authority.

"Parking Authority" means the Parking Authority of the City of Hawthorne, a public body, corporate and politic, duly organized and validly existing pursuant to the Constitution of the State of California and the Parking Law of 1949.

"Parking Law of 1949" means the Parking Law of 1949, being California Streets and Highways Code Section 32500, et seq., as amended from time to time.

E. The definition of "Members" in Section 1.01 of the JPA Agreement is hereby amended as follows:

"Members" means, as of the effective date of Amendment No. 1, the City and the Parking Authority, and any other member who may become a member of the Authority.

F. Subsection (d) is hereby added to Section 2.03 of the JPA Agreement to read as follows:

“(d). Regular Meetings of the Board. Regular meetings of the Board shall be held on the same day and at the same time and place as the regular meetings of the City Council of the City of Hawthorne, so long as an agenda for such meeting is posted at least 72 hours in advance of such meeting (or such other length of period as required by the Ralph M. Brown Act). If the Board of Directors has no business to conduct on a date when a Regular Meeting would otherwise be held, no agenda for the Board of Directors meeting shall be posted and such Regular Meeting shall be automatically cancelled.”

G. Section 5.03 of the JPA Agreement is hereby amended to replace the notice requirement to the “Community Redevelopment Agency of the City of Hawthorne” with the “Parking Authority of the City of Hawthorne” at the same address.

Section 2. JPA Agreement to Remain in Effect. Save and except as expressly amended by this Amendment No. 1, the JPA Agreement shall remain in full force and effect.

Section 3. Filing with Secretary of State and State Controller. The Executive Director of the Authority shall cause to be filed, or shall confirm the filing of: (1) a notice of this Amendment No. 1 with the office of the Secretary of State within 30 days of its effective date, as required by Section 6503.5 of the Joint Powers Act, and (ii) a copy of this Amendment No. 1 together with the JPA Agreement with the Controller and the local agency formation commission in the County of Los Angeles as required by Section 6503.6 of the Joint Powers Act.

Section 4. Counterparts. This Amendment No. 1 may be executed in counterparts, and photocopies or facsimile copies of this Amendment No. 1 may be used as originals.

Section 5. Effective Date. The effective date of this Amendment No. 1 shall be the date upon which the resolution of the Oversight Board for the Successor Agency approving this Amendment No. 1 is effective pursuant to Sections 34179(h) and 34181(f) of the California Health and Safety Code.

[signatures on next page]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 as of the date first written above.

CITY OF HAWTHORNE

---

Mayor

ATTEST:

---

City Clerk

SUCCESSOR AGENCY TO THE COMMUNITY  
REDEVELOPMENT AGENCY OF THE CITY OF  
HAWTHORNE

---

Chair

ATTEST:

---

Secretary

PARKING AUTHORITY OF THE CITY OF HAWTHORNE

---

Chair

ATTEST:

---

Secretary