

AMENDED
BURBANK-GLENDALE-PASADENA REGIONAL HOUSING TRUST
JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT, as amended (the "Agreement"), is entered into by and between the City of Burbank, City of Glendale, and City of Pasadena (hereafter, individually, a "Party" and collectively, the "Parties"). This Agreement shall be effective as of the date upon which this Agreement has been signed by each of the three Parties.

RECITALS

- A. The Burbank-Glendale-Pasadena Regional Housing Trust was created pursuant to that exercise of joint powers authority agreement dated May 2, 2023, with an Effective Date of March 28, 2023 (the "2023 Agreement"). The Agreement amends, incorporates, and supersedes the 2023 Agreement.
- B. The Parties are authorized to take such actions that promote the public health, safety and welfare of residents.
- C. The Parties acknowledge that a shortage of affordable housing exists as a result of various causes.
- D. The Parties are committed to providing additional housing opportunities and reducing homelessness in a coordinated and comprehensive manner.
- E. The Parties acknowledge that an adequate supply of housing will provide social and economic benefits to residents and taxpayers of each Party.
- F. Each Party has the individual power to fund the planning and construction of affordable housing projects within its jurisdictional boundaries and to carry out all of the purposes of this Agreement.
- G. The Parties find it in their mutual interest to enter into this Agreement to provide a coordinated response to addressing shortages in workforce housing, affordable housing, and supportive housing in the Parties' respective jurisdictions.
- H. California Government Code sections 6500 et seq. ("Joint Exercise of Powers Act" or "Act") permits two or more public agencies to create a joint powers authority for the purposes cited herein, and permits such agencies to exercise jointly any power that the public agencies could exercise separately.
- I. California Government Code section 6539.8 authorizes the Cities of Burbank, Glendale, and Pasadena to create a joint powers agency known

as the Burbank-Glendale-Pasadena Regional Housing Trust ("BGPRHT"), which may do any of the following:

1. fund the planning and construction of housing of all types and tenures, including but not limited to, housing for the homeless population, and/or for persons and families of extremely low, very low, low income, and moderate income, as defined in section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing;
 2. receive public and private financing and funds; and
 3. authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by BGPRHT.
- J. The Parties are establishing the BGPRHT to promote public-private partnerships, nonprofit collaborations, and community building to maximize sources of public and private funds, when available, to efficiently accelerate housing for homeless, moderate, low, very low and extremely low-income individuals and families.
- K. This Agreement shall not in any way be interpreted to limit any Party's authority over land-use decisions within their respective jurisdictions, including, but not limited to, whether any project or program supported by BGPRHT is to be implemented within such Party's jurisdiction.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties incorporate by reference this Agreement's recitals, and agree as follows:

Section 1. Creation and Purpose.

- a) Creation of BGPRHT. Pursuant to the Joint Exercise of Powers Act, including Section 6539.8 of the Government Code, and the 2023 Agreement, the public entity known as the "Burbank-Glendale-Pasadena Regional Housing Trust" was created. BGPRHT is a public entity separate and apart from the Parties, and shall administer this Agreement.
- b) Purpose. This Agreement is made pursuant to the Joint Exercise of Powers Act for the purpose of creating BGPRHT as a public entity separate from the Parties to:
(i) exercise common powers with respect to providing funding for the planning and construction of housing of all types and tenures including but not limited to, housing for the homeless population and/or for persons and families of extremely low, very low, low income, and moderate income, as defined in section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; (ii) receive public and private financing and funds; and (iii) authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by BGPRHT. The purpose of this Agreement shall

be accomplished and common powers exercised in the manner set forth in this Agreement. Nothing contained in this Agreement shall preclude any Party from establishing, maintaining or providing social programs or services to its respective residents as it deems proper and necessary.

Section 2. Term and Termination.

- a) Term. The 2023 Agreement became effective, and BGPRHT came into existence, on the Effective Date of March 28, 2023, the date upon which the 2023 Agreement was approved by each of the three Parties. This Agreement shall become effective on the date upon which this Agreement is signed by each of the three Parties, and shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.
- b) Termination. This Agreement may be terminated by agreement of all the Parties, but shall remain in full force and effect until all bonds or BGPRHT liabilities have been paid. Upon such liabilities being paid, the assets of BGPRHT shall be distributed to the Parties in proportion to the contributions of each Party to BGPRHT and the amounts paid by each Party in connection with BGPRHT's activities.

Section 3. Powers and Duties of BGPRHT.

- a) General Powers. BGPRHT shall have all the powers common to the Parties to this Agreement necessary or convenient, specified or implied, to accomplish the purpose of this Agreement, as set forth in Section 1, subject to the restrictions set forth in Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act, including without limitation all powers set forth in Government Code section 6539.8, and, except as expressly set forth herein.
- b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, BGPRHT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:
 - 1. to make and enter into contracts;
 - 2. to contract for staff assistance, including, but not limited to, contracting with other public agencies;
 - 3. to sue and be sued in its own name;
 - 4. to apply for, accept, receive and disburse grants, loans and other aids from any Federal, State or local program that is related to the purposes of this Agreement in accordance with the funding source's guidelines;

5. to invest any money in the treasury pursuant to section 6505.5 of the Joint Exercise of Powers Act that is not required for the immediate necessities of BGPRHT, as BGPRHT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to section 53601 of the California Government Code;
6. to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
7. to incur and discharge debts, liabilities, and obligations, subject to the limitations provided in this Agreement and to the extent permitted under the law;
8. to issue and receive loans;
9. to engage the services of private consultants to render professional, financial and technical assistance and advice in carrying out the purposes of this Agreement;
10. to employ and compensate legal counsel, including bond counsel, determined appropriate by BGPRHT in the accomplishment of the purposes of this Agreement;
11. to contract for engineering, construction, architectural, accounting, environmental, land use, or other services determined necessary or convenient by BGPRHT in connection with the accomplishment of the purposes of this Agreement;
12. for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which BGPRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
13. for the purposes of renting space for BGPRHT to operate, to lease to, and to lease from, a Party or any other person or entity lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which BGPRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
14. to solicit charitable contributions from private sources;
15. to acquire, hold, or dispose of property, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities;

16. to partner with Parties on funding solicitations and other opportunities for the purposes set forth in this Agreement, including but not limited to jointly exercising powers with a Party pursuant to the Joint Exercise of Powers Act;
 17. to the extent not herein specifically provided for, to exercise any powers in the manner and according to methods provided under the laws applicable to the BGPRHT; and
 18. to carry out and enforce all the provisions of this Agreement in compliance with the Joint Exercise of Powers Act.
- c) Limitation on Powers. This Agreement does not authorize BGPRHT to do any of the following:
1. regulate land use within the jurisdiction of any of the Parties;
 2. levy, or advocate or incentivize the levying of, any land use exaction such as an impact fee, charge, dedication, reservation or tax assessment, as a condition of approving the funding for or approval of, a development project;
 3. require inclusionary zoning requirements;
 4. fund or otherwise approve an agreement for a housing project that is not supported by the Party within whose jurisdiction the project is proposed to be located; or
 5. require the Parties to this Agreement to accept or provide any specific number of housing units as a prerequisite to joining or remaining a Party to this Agreement.

Section 4. Members.

The members of BGPRHT shall be the Parties to this Agreement who have not withdrawn from BGPRHT in accordance with Section 10 of this Agreement. Only the Cities of Burbank, Glendale, and Pasadena may become members of BGPRHT.

Section 5. Board of Directors.

- a) Selection of Directors. The membership of the Board of Directors of BGPRHT shall be governed by Government Code section 6539.8 and as it may be amended. As currently provided therein, BGPRHT shall be governed by a Board of Directors appointed by the Parties consisting of a minimum of three (3) Directors selected as follows:
1. Each Director must be an elected City Council member representing one of the Parties.

2. The Directors must consist of members equally appointed by each of the Parties.
 3. Alternates for each Director position may be established by the Board of Directors under bylaws adopted by the Board of Directors; provided that such alternates shall meet the requirements set forth in subsection (a)(1) above and established in Government Code section 6539.8, as it may be amended.
- b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of BGPRHT shall be vested in and exercised by, and its property controlled and its affairs conducted by, the Board of Directors.
- c) Director Terms. The Parties shall select the Directors for the BGPRHT Board of Directors no later than the Effective Date, or at such other time as the Board determines. Each Director shall serve a term of two years, which will coincide with their elected term of office. At a regular meeting preceding the end of the Directors' terms by at least 15 days, each Party shall select their new Director membership or re-select current Director membership for the new terms of office. In the event of a vacancy on the Board of Directors, the Party with the vacancy shall appoint a replacement within 60 days of such vacancy, who shall serve out the remainder of term of the Director that he or she has replaced. Notwithstanding any contrary provision in this Agreement, if a vacancy occurs because the Director's elected term naturally expires, then the appointing Party may choose whether the new Director will serve out the remainder of the term of the Director that he or she has replaced, or begin a new 2-year term.
- d) Advisory Board. The Board of Directors may appoint advisory boards that may include such persons as designated by the Board of Directors. The Board of Directors shall adopt bylaws that govern the appointment of advisory boards should it determine in its discretion to appoint such advisory boards.
- e) Compensation. Directors shall serve without compensation but may be reimbursed for any expenses actually incurred in connection with serving as a Director; provided such expenses have been previously approved by the Board of Directors and incurred in accordance with any BGPRHT policies or procedures governing same.
- f) Meetings of the Board of Directors.
1. Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code sections 54950 et seq.
 2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board of Directors may fix by resolution; a

copy of such resolution shall be furnished to each Party hereto. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.

3. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors. Notices of all special meetings shall be provided to all Parties.
4. Quorum. A quorum is established if at least a majority of Directors are present at a meeting, except that less than a quorum may adjourn a meeting to another time and place. Unless otherwise provided in this Agreement, actions and decisions of the Board of Directors may be taken by a majority of the quorum present at any meeting.
5. Minutes. The Board of Directors shall cause minutes of all regular, adjourned regular, and special meetings to be kept and present same for approval by the Board of Directors.
6. Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each calendar year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director meetings.
7. Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

Section 6. Additional Officers and Employees

a) Officers and Contract Staff.

1. BGPRHT may contract with officers and staff of a Party to this Agreement, or other independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of BGPRHT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in BGPRHT's budget and are appropriated by BGPRHT therefore.
2. None of the officers, agents or staff, if any, directly contracted by BGPRHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by any Party.

3. If BGPRHT contracts with a Party to this Agreement to provide BGPRHT with administrative services through persons who are employees and/or officers of the Party, then any retirement liabilities associated with that Party's employees and/or officers shall not constitute a liability of BGPRHT or any other Party to this Agreement.
 4. All privileges and immunities from liability, exemptions from laws, ordinances and rules, and benefits that apply to officers, agents or employees of a member Party shall apply to the same extent when performing duties for BGPRHT.
- b) Treasurer and Auditor/Controller. Pursuant to Government Code sections 6505.5 and 6505.6, the Board of Directors shall appoint an officer or employee of BGPRHT to hold the offices of treasurer and auditor of BGPRHT. This officer or employee can be either the treasurer of a Party to this Agreement or a certified public accountant. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for BGPRHT required by sections 6505, 6505.5 and 6505.6 of the Government Code, including any amendments thereto. Pursuant to Government Code section 6505.1, the auditor and treasurer shall have charge of certain property of BGPRHT. The treasurer and auditor shall ensure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of BGPRHT. The treasurer and auditor of BGPRHT shall be required to file an official bond as required by Government Code section 6505.1 with the Board of Directors in an amount, which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of BGPRHT.
- c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to BGPRHT who shall perform such duties as may be prescribed by the Board.

Section 7. Financial Provisions

- a) Fiscal Year. The Fiscal Year of BGPRHT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of BGPRHT shall commence on the effective date of this Agreement and end on the immediately following 30th day of June.
- b) Budget.
1. General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of the membership of the Board of Directors.

2. Expenditures for the Approved Budget. The payment of all BGPRHT obligations is limited to the amount of appropriations allowed in BGPRHT's approved budget, except as it may be revised with the approval of a majority of all of the Directors of the Board of Directors.
 3. Administrative Cap of 10%. For the initial state budget appropriation of \$23 million in 2022, and future funds, there is a cap of 10% of those funds for Administrative costs. In the case of specific funding requirements for future funding sources (beyond the initial \$23 million state budget appropriation) any funding requirements will be adhered to.
- c) Accounts and Reports.
1. Books and Records. There shall be strict accountability of all BGPRHT funds and accounts and report of all BGPRHT receipts and disbursements. Without limiting the generality of the foregoing, BGPRHT shall establish and maintain such funds and accounts as may be required by good government accounting practice. The books and records of BGPRHT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.
 2. Annual Audit. The person appointed by the Board of Directors to perform the auditor function for BGPRHT shall cause an annual independent audit of the accounts and records of BGPRHT and records to be made by a certified public accountant or firm of certified public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.
 3. Annual Financial Report. Pursuant to section 6539.8 of the Government Code, BGPRHT shall publish an Annual Financial Report that shall describe the funds received by BGPRHT and the use of such funds by BGPRHT. The Annual Financial Report shall describe how the funds received by BGPRHT have furthered the purpose of BGPRHT.
- d) Funds. Subject to the applicable provisions of any instrument or agreement which BGPRHT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse BGPRHT funds, the person appointed by the Board of Directors to perform the treasurer function for BGPRHT shall receive, have the custody of and disburse BGPRHT funds in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 8. Amendments.

Unless otherwise specifically provided herein, this Agreement may not be amended or modified except by writing and with approval of two-thirds of the governing bodies of all the Parties and no other amendment or modification shall be of any force and effect unless approved in accordance with this Agreement.

Section 9. Non-Liability for Obligations of BGPRHT.

The debts, liabilities and obligations of BGPRHT shall not be considered the debts, liabilities or obligations of any Party or its respective officers, agents, employees, representatives or volunteers.

- a) Indemnification. The BGPRHT shall defend, indemnify and hold harmless each Party, its officers, agents, employees, representatives and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature (collectively, "Claims") brought by a third party which arises out of or in connection with BGPRHT's administration of this Agreement, including such third party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative or volunteer of BGPRHT. The BGPRHT's duty to defend and indemnify under this Section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence, omissions or willful misconduct, whether in whole or part. The BGPRHT shall finance its obligation pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as determined by the Board. In the event the BGPRHT's financial obligations to indemnify, defend and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the BGPRHT (hereinafter "Unfunded Liability"), a Party or Parties may meet and confer with BGPHRT in good faith to negotiate alternative means or mechanisms by which BGPHRT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit or waive BGPHRT's obligations of indemnity or defense to each Party as first set forth above in this Section. Nothing herein shall obligate any Party to indemnify or hold harmless BGPRHT for any Unfunded Liability.
- b) Assignment. Each Party shall assign to the BGPRHT its rights, title, and interest to recover damages from any third party for Claims arising out of this Agreement, to the extent that the BGPRHT has met its obligations to defend and indemnify such Party pursuant to this Section.
- c) Survival. BGPRHT's duty to defend, indemnify and hold harmless shall survive and continue in full force and effect after withdrawal of any Party from this Agreement, including as to the withdrawing Party, or termination of this Agreement for any reason with respect to any Claims that occurred before the date of such withdrawal or termination.

Section 10. Withdrawal of Parties.

Withdrawal from BGPRHT. A Party may withdraw from BGPRHT upon that Party's governing body's adoption of a resolution stating its intent withdraw from BGPRHT. The withdrawal of any Party, unless otherwise provided by the Board of Directors, shall be conditioned as follows:

1. The withdrawal shall be effective at the end of the BGPRHT fiscal year which is at least six months after the receipt by BGPRHT of a written notice of the Party's intent to withdraw, accompanied by a copy of the governing board resolution stating its intent to withdraw; and
2. Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of the withdrawing Party's rights and claims relating to distribution of property and funds upon termination of BGPRHT as set forth in Section 2 above. Withdrawn members shall not be entitled to any reimbursement of contributions to administrative costs described in Section 7 of this Agreement.

Section 11. Notices.

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed at the addresses set forth below, or to such other address as may be designated to BGPRHT for formal notice.

City of Burbank
Attn: Patrick Prescott, Community Development Director
275 East Olive Avenue
Burbank, CA 91502
(818) 238-5176
pprescott@burbankca.gov

City of Glendale
Attn: Peter Zovak, Assistant Director of Community Development
141 N. Glendale Avenue, Room 202
Glendale, CA 91206
(818) 548-3111
pzovak@glendaleca.gov

City of Pasadena
Attn: James Wong, Acting Director of Housing
649 N. Fair Oaks Ave.
Pasadena, CA 91103
(626) 744-8316
jwong@cityofpasadena.net

Section 12. Miscellaneous.

- a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.

- b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.
- c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.
- d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the agreement the Parties intended to enter into in the first instance.
- e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties hereto. No party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

[signatures on the next page]

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and attested by their duly authorized officers, as follows:

CITY OF BURBANK

Signature

Date: _____

Name (Please Print)

Title

ATTEST:
Office of the City Clerk

Kimberley Clark, Clerk of the City of Burbank

Approved as to Form
Burbank City Attorney's Office

By: _____
Signature

Name

Title

CITY OF GLENDALE

Signature

Date: _____

Name (Please Print)

Title

ATTEST:
Office of the City Clerk

Suzie Abajian, Ph, D., Clerk of the City of Glendale

Approved as to Form
Glendale City Attorney's Office

By: _____
Signature

Yvette Neukian

Principal Assistant City Attorney

CITY OF PASADENA

Signature

Date: _____

Name (Please Print)
Nicholas G. Rodriguez

Title
Assistant City Manager

ATTEST:
Office of the City Clerk

Mark Jomsky, CMC, City Clerk

Approved as to Form
Pasadena City Attorney's Office

By: _____
Signature

Name
Dion O' Connell

Title: Assistant City Attorney