

**SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS
A JOINT POWERS AUTHORITY**

JOINT POWERS AGREEMENT

AGREEMENT

“SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS”

(A JOINT POWERS AUTHORITY)

This Agreement (“Agreement”) is made and entered into by and between the public entities (“Members”) whose names are set forth in Exhibit A, attached hereto and incorporated herein by this reference (“Eligible Public Entities”), and who have approved and executed this Agreement pursuant to Section 6500 *et seq.* of the California Government Code and other applicable law. Each entity listed on Exhibit A shall become a Member of the San Fernando Valley Council of Governments (“SFVCOG”) when confirmation that this Agreement has been approved by its governing body and the executed Agreement are received by the legal advisors for the San Fernando Valley Council of Governments.

WITNESSETH:

The parties hereto do agree as follows:

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

- A. Historically, the San Fernando Valley (“Valley”) cities of Calabasas, Burbank, Glendale, Los Angeles and San Fernando, and the County of Los Angeles, have worked through The Valley Economic Alliance (“Alliance”) as informal strategic partners, involving elected officials, city managers and other staff; they share common interests with cities in north Los Angeles County, such as the City of Santa Clarita, and collectively have played a valuable role in serving as a forum for the exchange of ideas and information;
- B. However, Valley Area cities and the County of Los Angeles (“Jurisdictions”) wish to develop and implement subregional policies and plans that are unique to the greater San Fernando Valley region (“Valley Area”), and to voluntarily and cooperatively resolve differences among themselves, which requires a more formal structure;
- C. The public interest requires the establishment of an agency to jointly conduct studies and projects designed to coordinate and improve the common governmental responsibilities and services on a Valley-wide and subregional basis through the establishment of a council of governments (“COG”);

- D. The public interest requires that the COG explore areas of inter-governmental cooperation and coordination of government programs, and that it provide recommendations and solutions to problems of common and general concern to its Members;
- E. Each Member is a city or county (“Eligible Public Entities”) established by law with full powers of government in administrative, legislative, financial, and other related fields;
- F. Each Member, by and through its legislative body, has determined that an agency to assist in planning and voluntary coordination, in the greater San Fernando Valley area of Los Angeles County furthers the public interest, necessity and convenience; and
- G. Each Member is listed on Exhibit A hereto as an Eligible Public Entity or has otherwise been determined by the Board of Directors to qualify for membership.

Section 2. Creation of Separate Legal Entity. It is the intention of the Members to create, by means of this Agreement, a separate legal entity within the meaning of Section 6503.5 of the Government Code. Accordingly, there is hereby created a separate legal entity, which shall exercise its powers in accordance with the provisions of this Agreement, and applicable law.

Section 3. Name. The name of the said separate legal entity shall be the San Fernando Valley Council of Governments.

Section 4. Purpose and Powers of the SFVCOG.

- A. Purpose of SFVCOG. The purpose of the creation of the SFVCOG is to enable the Members to voluntarily engage in cooperative local and regional planning and the coordination of government services and responsibilities so as to assist the Members in the conduct of their affairs; to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on a Valley Area and regional basis; and to coordinate implementation programming.
- B. Common Powers. The SFVCOG shall have, and may exercise, the following powers:
 - 1. Serve as an advocate in representing the Members of the San Fernando Valley Council of Governments at the regional, state and federal levels on issues of importance to the greater San Fernando Valley region of Los Angeles County;

2. Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with local and regional significance;
3. Assemble information helpful in the consideration of problems of interest to the Members;
4. Utilize Member resources or other public or public/private groups to carry out its programs and projects;
5. Explore practical avenues for voluntary intergovernmental cooperation, coordination and action in the interest of the local public welfare and improving the administration of governmental services;
6. Assist in coordinating subregional planning efforts and in resolving conflicts among the Members as they work toward achieving planning goals;
7. Build a consensus among the Members to address regional and subregional issues, strategies, policies and programs;
8. Facilitate and coordinate activities for obtaining state, federal and regional grants in support of projects; and as a mechanism to assist in financing the expenditures and activities of the SFVCOG;
9. Make and enter into contracts, including contracts for the services of public/private organizations, managers, researchers, planners, engineers, attorneys and other consultants;
10. Employ agents, officers and employees;
11. Apply for, receive and administer grants, gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any federal, state or local governmental entity;
12. Acquire, construct, lease, manage, maintain, own and operate any buildings, works or improvements;
13. Delegate some or all of its powers to an Executive Director as hereinafter provided;
14. Incur debts, liabilities and obligations and/or issue bonds;
15. Exercise any implied power necessary to implement the express powers provided for in this Section 4; and
16. Sue and be sued.

- C. Exercise of Powers. The SFVCOG shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of applicable law, and this Agreement. For the purpose of determining the powers of, and the restrictions to be imposed on the SFVCOG in its manner of exercising its powers pursuant to Government Code Section 6509, it is understood and agreed by the Members that the SFVCOG shall have any powers and observe any restrictions imposed upon the City of Los Angeles, a charter city, in the exercise of similar powers, provided however, that if the City of Los Angeles shall cease to be a member, then the SFVCOG shall be restricted in the exercise of its power in the same manner as the City of Glendale, a charter city, or the next most populous Member city.
- D. Reserved Powers. The SFVCOG shall not possess the authority to compel any of its members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues). The goal and intent of the SFVCOG is one of voluntary cooperation among the Members for the collective benefit of the San Fernando Valley area of Los Angeles County.

Section 5. Members.

- A. Admitting New Members. New Members may be admitted to the SFVCOG upon an unanimous vote of the Board and execution of this agreement, provided that such a proposed new Member is a city whose jurisdiction, or part thereof, lies within or immediately adjacent to any jurisdiction that is a Member of SFVCOG, or that is deemed by the Board of Directors to share common interests with the SFVCOG.
- B. Withdrawal. A Member may withdraw from the SFVCOG by filing written notice of withdrawal with the Chair of the Board.
- C. Dues of Members. The Members of the SFVCOG shall be responsible for the payment to the SFVCOG, annually, of dues. Initial annual dues shall be \$10,000 per Member.
- D. Non-Payment of Dues. If a Member fails to pay dues in a timely fashion, the Member shall be deemed to be suspended from this Agreement and the SFVCOG.
- E. Admission. Admission shall be subject to such terms and conditions as the Board may deem appropriate.

Section 6. Creation of Board of Directors. There is hereby created a Board of Directors for the SFVCOG ("Board") to conduct the affairs of the SFVCOG. The Board shall be constituted as follows:

A. Designation of Board Representatives.

The Members of the SFVCOG shall designate representatives to the Board ("Board Representatives") as follows:

1. The City Council of the City of Los Angeles shall designate one Board Representative from each council district that is located entirely or partially in the San Fernando Valley.
2. The Board of Supervisors of the County of Los Angeles shall designate one Board Representative from each supervisorial district that is located entirely or partially in the San Fernando Valley.
3. The other Members shall each designate one Board Representative from their city council.

B. Designation of Alternate Board Representatives. For each Board Representative designated, one or more of their council/board members or full time staff members of the Member cities or the County Board of Supervisors shall be designated as alternate representative(s) to the SFVCOG Board of Directors ("Alternate Board Representative") pursuant to the Member's own procedures.

C. Eligibility. No person shall be eligible to serve as a Board Representative unless that person is, at all times during the tenure of that person as a Board Representative, a member of the legislative body of one of the appointing Member Jurisdictions; or in the case of an Alternate Board Representative a member of the legislative body or full-time staff member of one of the appointing Member Jurisdictions. The designation of a Board Representative and Alternate Board Representative shall be evidenced in writing to the Chair of the SFVCOG. Should any person serving on the Board fail to maintain the status as required by this section, that person's position on the Board shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this section and the Member shall be entitled to appoint a qualified replacement.

D. Compensation. Board Representatives and Alternative Board Representatives shall receive no compensation in connection with their service on the SFVCOG.

E. Representation. Notwithstanding the above provisions of this section, the legislative body of each Member may establish a procedure to provide for its representation at a Board meeting by an elected member of its legislative

body in the event that neither the Board Representative nor the Alternate Board Representative are available to attend.

- F. Term. Board Representatives and Alternate Board Representatives shall serve for a period determined by each Member's own procedures.
- G. Board Powers. The Board shall be deemed, for all purposes, the policy making body of the SFVCOG. All of the powers of the SFVCOG, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Agreement, or by direction of the Board, shall be exercised by and through the Board.

Section 7. Use of Public Funds and Property. The SFVCOG shall be empowered to utilize for its purposes, public and private funds, property and other resources received from the Members and from other sources. Subject to the approval of the Board of the SFVCOG, the Members shall participate in the funding of the SFVCOG in such a manner as the Board shall prescribe.

Section 8. Board Actions – Meetings. Except as otherwise specifically provided in this Agreement, all actions of the Board shall require unanimity of the Board Members present. There shall be no proxy voting.

- A. Meetings. Regular meetings of the Board shall be held not less than four times a year. Special meetings of the Board may be called by the Chair. The Board shall establish the dates and times of regular meetings of the Board. The location of each such meeting shall be as directed by the Board. All meetings of the SFVCOG shall be called and conducted, and an agenda posted, in accordance with the Ralph M. Brown Act, as applicable, Government Code Section 54950 et seq., as it now exists or may hereafter be amended.
- B. Quorum. A quorum shall consist of the presence of a majority of the Board Representatives, representing a majority of the Members, including at least one Board Representative each from the City of Los Angeles, the County of Los Angeles, and two of the other Member Jurisdictions in good standing with the SFVCOG.
- C. First Meeting. At the first scheduled meeting of the Board, a Board Representative shall be elected to the position of Chair by the Board, and a different Board Representative shall be elected to the position of Vice Chair of the Board. The terms of office of the Chair and Vice Chair elected at the first scheduled meeting of the Board shall continue through the first July 1st of their terms and expire on the second July 1st. Elections to determine their successors shall not be held until the first regular meeting in May preceding the second July 1st. If, during this initial period, there is a vacancy, for any

reason, in the position of Chairperson or Vice-Chairperson, the Board shall forthwith conduct an election and fill such vacancy for the unexpired term of such prior incumbent.

Section 9. Designation and Duties of Treasurer. The Treasurer of one of the Members shall serve as Treasurer of the SFVCOG for a term of three (3) years. Upon expiration or earlier termination of the term, the Treasurer of the Member whose Board Representative then serves as the Chair of the Board shall serve as the Treasurer for the SFVCOG. Should that person have just served as Treasurer, or otherwise not be available, then the Treasurer of the Member whose Board Representative then serves as Vice Chair shall serve as the Treasurer. The Treasurer shall have charge of the depositing and custody of all funds held by the SFVCOG. The Treasurer shall perform those duties performed by treasurers of Joint Powers Authorities as described in section 6505.5 of the Government Code and such other duties as may be imposed by provisions of applicable law, and such duties as may be required by this Memorandum, or at the direction of the Board.

Section 10. Designation and Duties of Secretary. The Board shall designate a Secretary. The Secretary shall keep a record of all proceedings and perform the usual duties of such office, including compliance with all notice and agenda posting requirements of the Ralph M. Brown Act (Government Code section 54950, et seq.), as it now exists or may hereafter be amended

Section 11. Designation of Other Officers. The Board may appoint such other officers as it deems appropriate and necessary to conduct the affairs of the SFVCOG.

Section 12. Legal Advisors. The offices of the Los Angeles County Counsel and Los Angeles City Attorney shall serve jointly as the legal advisors to the SFVCOG. Each Member's City Attorney and the County Counsel will continue to represent their own jurisdictions on all legal matters within their purview; provided, however, in the event of a potential or actual conflict of interest between the County or the City of Los Angeles on the one hand and the SFVCOG on the other, then the County Counsel or the Los Angeles City Attorney (whichever has the conflict) shall create an ethical wall within its office, and the attorney(s) advising the Member and its Board Representative(s) shall be different than the attorney(s) advising the SFVCOG. Such ethical wall shall include procedures or methods to ensure there are no communications between the walled off attorneys related to confidential communications and matters giving rise to the conflict.

Section 13. Obligations of SFVCOG. The debts, liabilities and obligations of the SFVCOG ("SFVCOG Obligations") shall be the debts, liabilities or obligations of the SFVCOG alone. The Obligations shall not constitute debts, liabilities or obligations of the Members and the Members shall have no liability therefore.

Section 14. Implementation Agreements. When authorized by the Board, affected Members may execute special/supplemental Implementation Agreements (or Joint Powers Agreements pursuant to Government Code section 6500 et seq.) for the purpose of authorizing the SFVCOG to implement, manage and administer specific area-wide and regional programs in the interest of the local public welfare. The costs and liabilities incurred by the SFVCOG in implementing a program, including indirect costs, shall be assessed only to those Members who are parties to that Implementation Agreement. Nothing in this Agreement shall be construed so as to prevent any of the Members from entering into memoranda of understanding or joint powers agreements with each other or with third parties, outside of the SFVCOG.

Section 15. Term. The SFVCOG created pursuant to this Agreement shall continue in existence until such time as this Agreement is terminated or as otherwise provided by law. This Agreement may not be terminated except by an affirmative vote of a majority of the legislative bodies of the then Members of the SFVCOG.

Section 16. Application of Laws to SFVCOG Functions. The SFVCOG shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act to the extent applicable. (Section 54950 et seq. of the Government Code.)

Section 17. Members - Interference with Function of Members. The Board shall not take any action which constitutes an interference with the exercise of lawful powers by a Member of the SFVCOG.

Section 18. Disposition of Assets. Upon the winding up and dissolution of the SFVCOG, after paying or adequately providing for the debts and obligations of the SFVCOG, the remaining assets of the SFVCOG shall be distributed to the parties to this Agreement in proportion to their contributions to the SFVCOG during its existence, pursuant to Government Code section 6512. If for any reason the parties to the Agreement are unable or unwilling to accept the assets of the SFVCOG, said assets will be distributed to the State of California or any local government for public purposes.

Section 19. Amendment. This Agreement may be amended at any time with the unanimous consent of the Member Jurisdictions.

Section 20. Effective Date. The Effective Date ("Effective Date") of this Agreement shall be the date of approval and execution by the last of the following: the City of Los Angeles, the County of Los Angeles, and two of the other cities listed in Exhibit A. Upon approval and execution, each party shall deliver an original executed signature page to the Los Angeles City Attorney and Los Angeles County Counsel, in their capacity as legal advisors to the SFVCOG. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. None of the Members may

assign any right or obligation hereunder without the written consent of the other Members.

Section 21. Bonding Requirement. The officers or persons who have charge of, handle, or have access to any property of the SFVCOG shall be persons designated as such by the Board. Each such designated officer or person shall be required to file an official bond with the Board, at the expense of the Board, in an amount which shall be established by the Board. Should the existing bond or bonds of any such officers be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums of any such bonds attributable to the coverage required herein shall be appropriate expenses of the SFVCOG

Section 22. Indemnification. The Members agree that the SFVCOG shall indemnify, defend and hold harmless each of the respective Members, and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the SFVCOG's acts and/or omissions arising from and/or relating to this Agreement or any act and/or omission performed by a Member on behalf of SFVCOG or at the request of the SFVCOG. However, the SFVCOG shall not be required to indemnify, defend and hold harmless any Member or their respective elected and appointed officers, employees, and agents arising from or connected with that Member's willful misconduct or active negligence. Pursuant to Government Code section 895.4, this indemnification provision is expressly intended to supersede the provisions of Government Code section 895.2, providing for joint and several liability of public entities entering into agreements.

Section 23. Budget and Disbursements. The Board shall adopt a budget annually prior to July 1st of each calendar year. The Board may at any time amend the budget to incorporate additional income and disbursements that might become available to the SFVCOG for its purposes during a fiscal year.

- A. Fiscal Year. The SFVCOG shall be operated on a fiscal year basis beginning on July 1st of each year and continuing until the following June 30th. All funds shall be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to applicable laws. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Board.
- B. Expenditures. All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of the Board.

- C. Audit. The records and accounts of the SFVCOG shall be audited annually by an independent certified public accountant, or public accountant, in compliance with applicable laws, and copies of such audit report shall be filed with the State Controller, the Los Angeles County Auditor and each party to the SFVCOG no later than fifteen (15) days after receipt of said audit by the Board.
- D. Reimbursement of Funds. Grant funds received by the SFVCOG from any federal, state, regional or local agency to pay for budgeted expenditures for which the SFVCOG has received all or a portion of said funds from the parties hereto shall be used as determined by the Board.

Section 24. General Provisions.

- A. Law. This Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California.
- B. Notices. Any notice required hereunder must be in writing and shall be considered received upon delivery to the city or county clerk of the party to be notified, or two (2) business days after deposit in the United States mail, postage prepaid and properly addressed to such city or county clerk.
- C. Execution in Counterparts. This Agreement may be executed on behalf of the respective Members in one or more counterparts, all of which shall collectively constitute one agreement.
- D. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining sections, subsections, sentences, clauses, phrases, or portions of this Agreement shall nonetheless remain in full force and effect. The governing body of each of the Members hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Agreement, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Agreement be declared invalid or unenforceable.
- E. No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the SFVCOG and the parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Authority or any of its Members.

The Parties to this Joint Powers Agreement have caused this Agreement to be executed on their behalf as of the dates specified below, respectively, as follows:

Attest:

City of Burbank

By: _____

By: _____

_____, City Clerk

_____, Mayor

Date: _____

Date: _____

Approved as to Form:

By: _____

By: _____

_____, City Attorney

_____, City Manager

Date: _____

Date: _____

Attest:

By: _____

_____, City Clerk

Date: _____

Approved as to Form:

By: _____

_____, City Attorney

Date: _____

City of Glendale

By: _____

_____, Mayor

Date: _____

By: _____

_____, City Manager

Date: _____

Attest:

By: _____

_____, City Clerk

Date: _____

Approved as to Form:

By: _____

_____, City Attorney

Date: _____

City of Los Angeles

By: _____

_____, Mayor

Date: _____

By: _____

_____, _____

Date: _____

Attest:

City of San Fernando

By: _____

By: _____

_____, City Clerk

_____, Mayor

Date: _____

Date: _____

Approved as to Form:

By: _____

By: _____

_____, City Attorney

_____, City Manager

Date: _____

Date: _____

Attest:

City of Santa Clarita

By: _____

By: _____

_____, City Clerk

_____, Mayor

Date: _____

Date: _____

Approved as to Form:

By: _____

By: _____

_____, City Attorney

_____, City Manager

Date: _____

Date: _____

Attest:

County of Los Angeles

Sachi A Hamai
Executive Officer of the
Board of Supervisors

By: _____
Chair, Board of Supervisors

Deputy

Date: _____

Approved as to Form:
ROBERT E. KALUNIAN
Acting County Counsel

By: _____
Deputy County Counsel

EXHIBIT A
ELIGIBLE PUBLIC ENTITIES

County of Los Angeles, a political subdivision of the State of California
City of Burbank, a municipal corporation in the State of California
City of Calabasas, a municipal corporation in the State of California
City of Glendale, a municipal corporation in the State of California
City of Hidden Hills, a municipal corporation in the State of California
City of Los Angeles, a municipal corporation in the State of California
City of San Fernando, a municipal corporation in the State of California
City of Santa Clarita, a municipal corporation in the State of California