

South Bay Cities Council of Governments

November 20, 2025

To: SBCCOG Board of Directors

From: Jacki Bacharach, Executive Director
David Leger, Program Manager

Re: Update on the South Bay Regional Housing Trust Formation

BACKGROUND

As part of a REAP 2.0 project funded through SCAG, SBCCOG staff is continuing to work through the development of a South Bay Regional Housing Trust (SBRHT). If formed, the SBRHT would help fund the development and construction of affordable housing units in cities who are member sof the trust. Although the SBCCOG is leading the early feasibility work, the SBRHT would be a separate joint powers authority with its own Board of Directors.

Over the past year, the SBCCOG's consultant, CivicHome, has been developing a SBRHT strategic plan, joint powers agreement, staffing plan, budget, and programs for the SBRHT Board to consider adopting when formed. A strategic plan advisory committee consisting of SBCCOG Board members, city staff, and housing experts/affordable housing developers provided input over a series of four meetings throughout the process. CivicHome presented an update to the SBCCOG Board at its October 2025 meeting and will be presenting to the South Bay City Managers group on November 19th.

Due to the evolving roll-out of Measure A through LACAHSAs, there have been several updates over the last year that have informed and modified the original schedule of the SBRHT study. Currently, SBCCOG staff anticipates bringing the item to the SBCCOG Board in January for consideration of recommending that South Bay cities join the trust. Individual presentations would then be made to City Councils as requested, and upon four cities approving the Joint Powers Agreement, the SBRHT would be formed.

RECENT DEVELOPMENTS

Since the SBCCOG began working on the Housing Trust, more information about funding coming to the South Bay through Measure A has become available. In particular, the SBCCOG will be receiving approximately \$7.3 million annually through LACAHSAs's "Production, Preservation, and Ownership (PPO)" program. LACAHSAs also has agency matching funds that may be available and could increase that amount to around \$14 million. Additionally, these funds along with other Measure A funding, could be used to offset most or all the SBRHT administrative costs, particularly during the startup period.

As SBCCOG staff began exploring opportunities to use the PPO funds while the SBRHT was being considered, it became evident that the SBCCOG is limited in its use of those funds in ways that the SBRHT would not be. Primarily, the SBCCOG is not allowed to make or develop loans so all allocations of PPO funds made by the SBCCOG would have to be in the form of grants or rental/operating subsidies. These funds would be given out to a project and never return for additional use. The SBRHT would have lending authority and could also provide soft

development loans, construction/pre-development loans, preservation/acquisition stakes, master leasing, and direct service/homebuyer assistance programs. These approaches would be revenue generating and allow for these public dollars to come back to the trust over time and be reprogrammed to maximize their use. The San Gabriel Valley's regional housing trust (formed several years ago) is generating over \$230,000 annually in interest and loan fee revenue.

A presentation made to the Steering Committee at their November meeting is included as Exhibit 1.

COSTS

Although there will be administrative costs to operate the SBRHT, SBCCOG staff believes that most or all those costs could be covered through administrative dollars available through LACAHSAs programs. This would allow for the SBRHT to offer low to no membership fees, particularly as the organization gets formed. Orange County and Gateway Cities trusts have also started with little or no membership fees and have been able to offset them through administrative funding received through grants and other funding going into their trusts. The determination of what membership costs are for the SBRHT should be determined by its Board of Directors, not the SBCCOG however it appears that start-up costs can be covered completely with the LACAHSAs funds that the SBCCOG has received.

If the SBRHT is not formed and the SBCCOG ultimately provides grants using PPO funds, many administrative costs will still be incurred. For example, the SBCCOG will still be required to hire consultant experts to evaluate and vet the housing developments seeking grant funding. These costs are practically unavoidable but are covered through Measure A funding.

ON-GOING WORK

While CivicHome wraps up work on the SBRHT strategic plan, SBCCOG staff has been working with SBCCOG Legal Counsel and Senator Allen's office to explore amendments to the initial SBRHT formation legislation. Although modeled off legislation for other trusts such as the one in San Gabriel Valley, several items have been re-evaluated since passage of that bill (SB 1444). The amendments being sought include:

- Removing the SBCCOG from involvement in determining the number of SBRHT Board of Directors, their selection, and the responsibility of filling vacancies.
- Adding language to provide flexibility for the SBRHT Board to determine when they chose their Chair and Vice-Chair.
- Addition of the ability to fund the development and construction of moderate-income housing.
- Allowing member agencies to appoint non-elected officials for SBRHT Board alternates

Currently, SB 1444 requires the SBRHT Board (regardless of delegate or alternate status) to be a mayor, councilmember, or LA County Supervisor of the member agency. At a discussion during the November Steering Committee meeting, several Board members suggested this approach which is similar to the Clean Power Alliance. This has proven to be very helpful as deliberations among these special boards take a lot of time and it might be difficult for councilmembers to be able to have the time for the necessary oversight.

When a bill to revise SB 1444 is drafted, the SBCCOG will be soliciting support letters from South Bay cities to encourage the Legislature to approve these changes.

While these efforts are underway, a joint-powers agreement is being finalized. The current draft of the agreement is included as Exhibit 2. This draft is written to follow current SB 1444 language. It was developed through the City Managers working group with SBCCOG Legal Counsel.

RECOMMENDATION

Discuss, provide feedback, and request any further information that will be necessary for the SBCCOG Board to consider a formal recommendation that the South Bay cities form the South Bay Regional Housing Trust. **OR** if the information provided is adequate for a preliminary recommendation, approve sending these materials to the cities now with a recommendation in concept.

Attachments:

Exhibit 1 – LCAHSA & Housing Trust slides

Exhibit 2 – Draft South Bay Regional Housing Trust Joint Powers Agreement

Why A South Bay Housing Trust?

- Voters approved Measure A in 2024; legislating ~\$13 million a year for Housing and Prevention funding for SBCCOG
- This presentation will talk about the funds that are dedicated to Production and Preservation, and Ownership of housing as those are the funds we would be considering for the proposed Housing Trust

Table 1. FY 2025-26 Total Funding Allocation by Jurisdiction

AGENCY	TOTAL BY AGENCY
1 LACAHSAs	\$128,229,226
2 Burbank-Glendale-Pasadena Regional Housing Trust	\$6,452,118
3 City of Glendale	\$5,103,191
4 City of Long Beach	\$10,706,466
5 City of Los Angeles	\$133,421,084
6 City of Santa Clarita	\$3,457,981
7 Gateway Cities Council of Governments/Gateway Cities Affordable Housing Trust	\$18,538,195
9 Las Virgenes/Malibu Council of Governments	\$459,405
9 North Los Angeles County Transportation Coalition JPA*	\$5,395,241
10 San Fernando Valley Council of Governments	\$518,005
11 San Gabriel Valley Council of Governments/San Gabriel Valley Regional Housing Trust	\$25,691,324
12 South Bay Cities Council of Governments/South Bay Regional Housing Trust	\$13,002,770
13 Unincorporated Los Angeles County	\$24,782,720
14 Westside Cities Council of Governments	\$7,016,083
TOTAL	\$382,773,809

*The LACAHSAs Act limits direct allocations to only certain cities; other cities may only receive funding through a COG or Regional Housing Trust. Because Lancaster and Palmdale are the only cities that are not part of a COG, their portion will be allocated and held until an Eligible Jurisdiction option is available to the JPA pending LACAHSAs Board approval and adjustments to the JPA's purpose.

Production, Preservation, and Ownership (PPO)

- SBCCOG mandated to program \$7.3 million of LACAHSA PPO funds.
 - LACAHSA agency funds can also match our funding – so potentially +/- \$14 million of funding for our cities.

(allocations determined by low income RHNA numbers)

AGENCY	PPO - NEW CONSTRUCTION	PPO - FLEXIBLE	TOTAL
1 LACAHSA (including small cities TA)	\$55,220,624	\$13,678,661	\$68,899,286
2 Burbank-Glendale-Pasadena Regional Housing Trust	\$3,058,288	\$900,661	\$3,958,949
3 City of Glendale	\$2,044,455	\$602,089	\$2,646,544
4 City of Long Beach	\$4,083,071	\$1,202,458	\$5,285,528
5 City of Los Angeles	\$67,414,093	\$19,853,341	\$87,267,434
6 City of Santa Clarita	\$1,872,563	\$551,467	\$2,424,030
7 Gateway Cities Council of Governments/ Gateway Cities Affordable Housing Trust	\$7,018,735	\$2,067,006	\$9,085,742
8 Las Virgenes/Malibu Council of Governments	\$204,737	\$60,295	\$265,032
9 North Los Angeles County Transportation Coalition JPA	\$2,237,149	\$658,837	\$2,895,986
10 San Fernando Valley Council of Governments	\$267,874	\$78,888	\$346,762
11 San Gabriel Valley Council of Governments/ San Gabriel Valley Regional Housing Trust	\$12,480,955	\$3,675,621	\$16,156,577
12 South Bay Cities Council of Governments/ South Bay Regional Housing Trust	\$5,641,046	\$1,661,279	\$7,302,325
13 Unincorporated Los Angeles County	\$14,356,803	\$4,228,055	\$18,584,858
14 Westside Cities Council of Governments	\$3,511,192	\$1,034,041	\$4,545,233
TOTAL	\$179,411,586	\$50,252,699	\$229,664,285

SGV Housing Trust Generating Revenue

- SGV Housing Trust is generating over \$230,000 a year in Interest and Loan Fee Revenue
- Their Revolving Loan Fund will receive its first loan repayment, allowing their Trust to recycle those funds to another project
- We can achieve similar results with our LACAHSAs funds, but need a Housing Trust in order to do it

San Gabriel Valley Regional Housing Trust

Project Financing and Housing Innovation

The SGVRHT funds and finances the development of affordable and homeless housing. The SGVRHT has received and leveraged Federal, State, and local funds including competitive grants and budget earmarks. To date the SGVRHT has funded the development of 830 unduplicated units and expanded the housing choice and supply in the region by supporting multifamily units across income levels and single family affordable homeownership opportunities. With 25 member cities, the SGVRHT supports activities from inception through completion to ensure affordable housing units are delivered to the SGV.

In FY 24-25, SGVRHT:

 Celebrated grand opening of funded project Chapel Apartments (Alhambra), providing 44 affordable units.

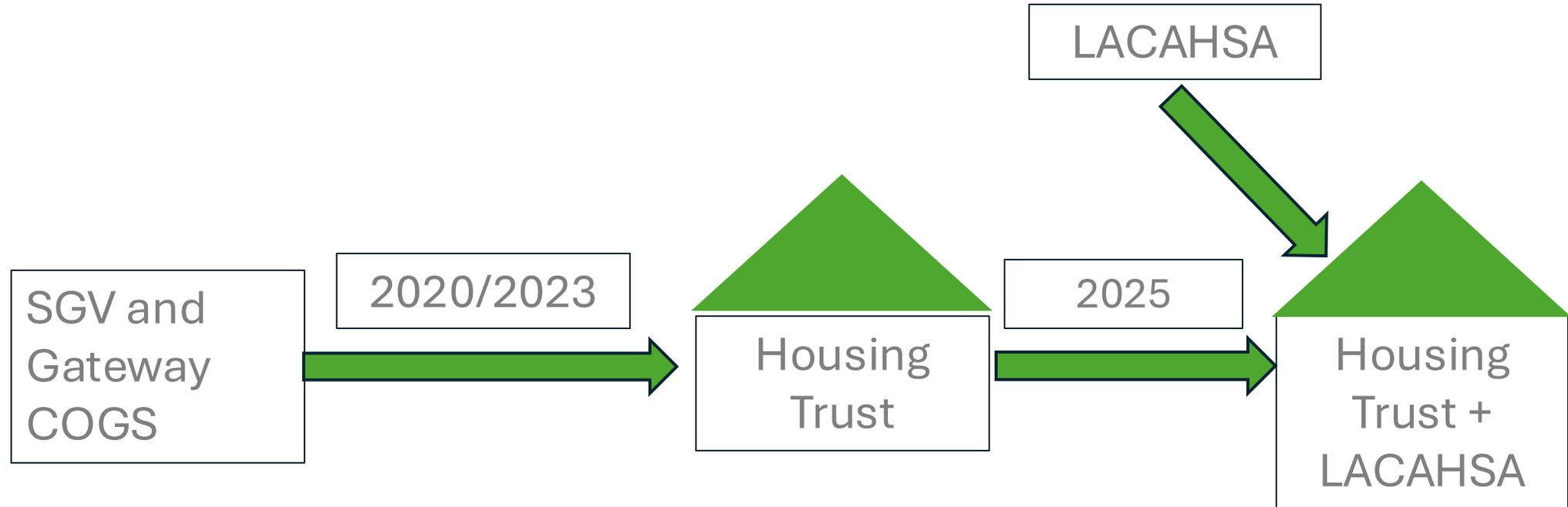
 Celebrated groundbreaking of funded project Esteban E. Torres Village (Baldwin Park), creating 57 affordable units.

 Joined Enterprise Housing Preservation Public Sector Cohort, a 15 month learning lab which will support the development of the land trust.

FY 25-26 Workplan:

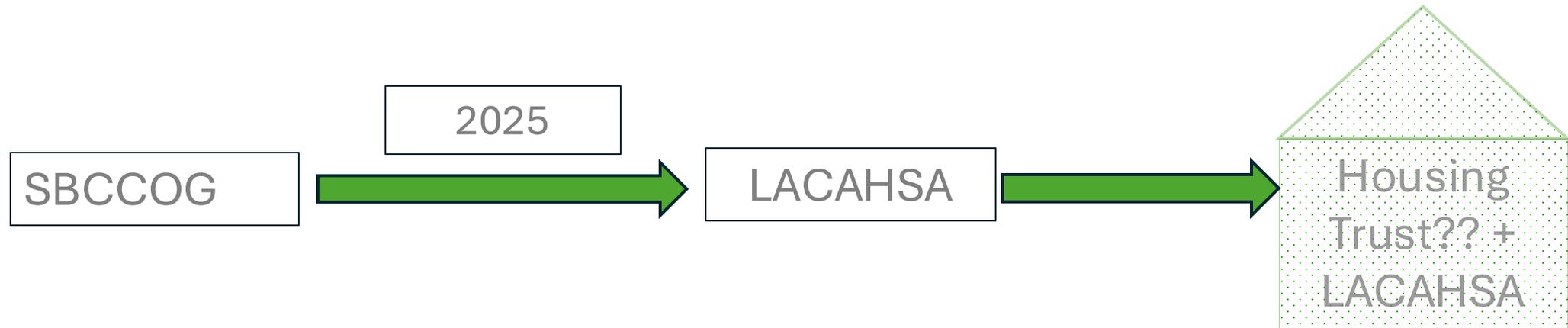


SGV and Gateway Housing Trust Before LACAHSAs



- SGV and Gateway formed their Housing Trust first, and then incorporated LACAHSAs funds into their Trust

SBCCOG Received LACAHSAs Funding First



- SBCCOG has received LACAHSAs funding and is contemplating a Housing Trust

SBCCOG May Need a Trust to Fulfill LACAHSAs Portfolio

LACAHSAs Product Portfolio:

- Grants
- Soft Development Loans (revenue generating)
- Construction/Pre-Development Loans (revenue generating)
- Preservation Acquisition/Equity stakes (revenue generating)
- Master Leasing
- Rental or Operating Subsidies
- Direct Service - Homebuyer Assistance (revenue generating)

Activities in Red may not be possible under SBCCOG current authority – handicapping our ability to maximize our LACAHSAs funding

However, they would be possible under a Housing Trust

What about cities with no development opportunities?

If cities have no development opportunities, there are other ways to participate in LACAHSAs PPO Funds + Housing Trust

- Preservation of existing affordable housing
- Master Leasing
- Rent or Operating Subsidies
- First Time Homebuyer Assistance

Evictions

2024 Eviction Filings

Carson	294
El Segundo	27
Gardena	295
Hawthorne	567
Hermosa Beach	44
Inglewood	704
Lawndale	79
Lomita	66
Manhattan Beach	19
Rancho Palos Verdes	41
PV, RH, RHE	5
Redondo Beach	106
Torrance	338
Total	2585

- No city is immune to financial stress that constituents face, whether they are renters or homeowners
- Evictions are one pathway into homelessness

SBCCOG LACAHSA Activity FY25/26

- SBCCOG issued soft notice of funding availability in September – sent to all cities
- Hawthorne and Inglewood **may have** viable projects – currently being evaluated projects totaling 120 units
- Other cities have reached out to discuss interest in developing opportunities
- SBCCOG will be developing programs, funding criteria, and documentation requirements **for the evaluation**

This activity is similar to a housing trust

SBCCOG LACAHSAs + Housing Trust Option

- Without a Housing Trust - Hawthorne and Inglewood – may be limited in how we can help them
 - Will encourage those cities to also apply for LACAHSAs agency funds
 - Option to wait for the Trust when a loan or other more complicated arrangement could be done – COG can only grant
 - Recommendation to come back at a future meeting
- In order to maximize our LACAHSAs funding – consider moving all LACAHSAs Production, Preservation, and Ownership activities into the SBCCOG Housing Trust JPA



LACAHSAs Production, Preservation, and Ownership

- IF HOUSING TRUST
 - Housing Trust could work directly with developers on behalf of cities (pertinent for small cities)
 - Developers would know to come to a Trust
 - Cities must approve all projects funded by the Trust in their city
 - Benefits for all cities on LACAHSAs projects
 - Need to increase staffing and hire consultants
- NO HOUSING TRUST
 - Cannot implement full LACAHSAs Portfolio (Loans, Acquisitions, Ownership..)
 - Work directly with cities, but not work with developers on behalf of cities
 - LACAHSAs would still benefit all cities
 - Would still need to increase staffing and hire consultants

Information You Need to Know to Decide

Questions?

JOINT EXERCISE OF POWERS AGREEMENT
of the
SOUTH BAY REGIONAL HOUSING TRUST

THIS JOINT EXERCISE OF POWERS AGREEMENT (the “Agreement”) is made this ____ day of _____, 2023 (the “Effective Date”), by and between the public agencies listed in Exhibit A, attached hereto and incorporated herein by reference (each a “Party” and, collectively, the “Parties”).

RECITALS

- A. The Parties are authorized to and have a strong interest in promoting the health, safety, and welfare of the residents within their geographic boundaries.
- B. The Parties acknowledge that the State has declared the existence of a shortage of affordable housing.
- C. The Parties find it in their mutual interest to increase the availability of affordable housing, workforce housing and supportive housing and to reduce homelessness in a coordinated manner on a regional level.
- D. An adequate supply of housing throughout the South Bay subregion will provide social and economic benefits to residents and taxpayers of the Parties.
- E. California Government Code section 6500 *et seq.* (“Joint Exercise of Powers Act” or “Act”) permits two or more public agencies to create joint powers authorities for the purposes cited herein and permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities.
- F. The Parties find that each of them has the individual power to implement the housing projects contemplated by this Agreement making them eligible under the Act to enter into this Agreement.
- G. In 2022, the Act was amended by the addition of California Government Code section 6539.9, which expressly authorizes the creation of a South Bay Regional Housing Trust by way of approval of this Agreement in order to promote public-private partnerships, nonprofit collaborations and otherwise to fund housing to assist the homeless population and persons and families of extremely low, very low, and low income as defined in Section 50093 of the California Health and Safety Code within the South Bay subregion.

- H. This Agreement shall not be interpreted to limit any Party's authority over land use decisionmaking or otherwise limit their respective sovereign powers within their respective jurisdictions.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

Section 1. Creation and Purpose.

- (a) Creation of SBRHT. Pursuant to the Joint Exercise of Powers Act, including Government Code section 6539.9, there is hereby created a public entity to be known as the "South Bay Regional Housing Trust" ("SBRHT"). Pursuant to Section 6503.5 of the California Government Code, SBRHT shall be 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 the SBRHT as a public entity separate from the Parties to exercise common powers with respect to receiving and leveraging public and private financing and funds for the planning and construction of housing of all types and tenures for persons and families of extremely low-, very low-, ~~and low-~~ ~~and moderate-~~ income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing. 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. This Agreement shall become effective, and SBRHT shall come into existence, upon the approval of this Agreement by the governing bodies of four eligible parties. The Effective Date will be the date of approval by the fourth party. This Agreement 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 a majority vote of the Parties. Upon termination of this Agreement, SBRHT shall be dissolved and, after payment of or provision for payment of all liabilities, the assets of SBRHT shall be distributed to the Parties in proportion to the contributions of each Party to SBRHT and the amounts paid by each Party in connection with SBRHT's activities.

Section 3. Powers and Duties of SBRHT.

- (a) General Powers. SBRHT 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 this

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 6539.9, and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the City of _____, a _____ city, in the exercise of similar powers.

(b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, SBRHT 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 hire employees or 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 agency of the United States of America, the State of California, Los Angeles County, a Party to this Agreement, or any other agency providing funding related to the purposes of this Agreement;
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 SBRHT, as SBRHT 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 set forth in this Agreement and to the extent permitted by law;
8. to assume ownership of affordability covenants governing a property from another entity in order to preserve the units as affordable;
9. to engage the services of private consultants to render professional and technical assistance and advice in carrying out the purposes of this Agreement;
10. to employ and compensate legal counsel determined appropriate by SBRHT in carrying out the purposes of this Agreement;
11. to contract for engineering, construction, architectural, accounting, environmental, land use, or other services determined necessary or convenient by SBRHT 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 SBRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
13. for the purposes of renting space for SBRHT 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 SBRHT 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;
- 16-17. to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by the SBRHT.
- 17-18. to propose amendments to this Agreement;
- 18-19. to the extent not herein specifically provided for, to exercise any and all other powers as may be provided for SBRHT in the Joint Exercise of Powers Act or any other applicable law; and
- 19-20. to carry out and enforce all the provisions of this Agreement.

(c) Limitation on Powers. This Agreement does not authorize SBRHT 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, an exaction, including 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 or incentivize inclusionary zoning requirements;
4. Require the Parties to dedicate or assign funding for any SBRHT obligations or programs;

5. Fund or approve a housing project or program that is not supported by the governing body of the jurisdiction (a city or the county) in which the proposed project is sited;
6. Require the Parties to accept or provide any number of housing units as a prerequisite to joining or remaining a member of SBRHT; and
7. Affect the individual power of each Party separately to implement affordable housing projects and programs generated within its jurisdictional boundaries.

Section 4. Members

The members of SBRHT shall be the Parties to this Agreement, and such other public agencies as may join SBRHT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Los Angeles and cities within the jurisdiction of the South Bay Cities Council of Governments may be a party to this Agreement and a member of SBRHT. The SBRHT bylaws may provide for affiliate memberships or other categories of membership for eligible entities which do not want to be full members.

Section 5. Board of Directors

- (a) Selection of Directors. SBRHT shall be governed by a Board of Directors selected as follows:
 1. One elected official from each Party to this Agreement, appointed by that Party's governing body [and ratified by the governing board of the South Bay Cities Council of Governments](#). Each Party may also appoint one of its elected officials as an Alternate Director, who may serve in the absence of the Party's appointed Director.
 2. Two Directors that are experts in homelessness or housing policy appointed by the South Bay Cities Council of Governments City Managers Committee [and ratified by the governing board of the South Bay Cities Council of Governments](#).
- (b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of SBRHT shall be vested in and exercised by, and its property and its affairs administered by, the Board of Directors.
- (c) Advisory Bodies. The Board of Directors may appoint advisory bodies that may include such persons as are designated by the Board of Directors. The Board of Directors shall adopt bylaws that govern the appointment of advisory bodies should it determine in its discretion to appoint such advisory bodies.
- (d) Compensation. Members of the Board shall serve without compensation but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as Director; provided such expenses have been previously approved by the Board of Directors and incurred in accordance with any SBRHT policies or procedures governing the same.

- (e) Term. Members of the Board shall serve for a two-year term. There is no limit to the number of consecutive terms members may serve. In the event of a vacancy, the Party whose appointee has vacated the position shall appoint a replacement within 60 days of the effective date of the vacancy, [subject to ratification by the governing board of the South Bay Cities Council of Governments](#). The replacement will serve out the remainder of the term of the Director that they replaced. The two Directors that are experts in homelessness or housing policy may be removed with or without cause at any time by a majority vote of the Board of Directors.
- (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 may fix by resolution from time to time. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour, unless otherwise determined by the Board. 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. Notice of special meetings shall be provided to all Parties.
 4. Quorum. A majority of the seated members of the Board of Directors shall constitute a quorum at any meeting of the Board 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 presented to the Board for approval at a subsequent meeting.
 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 [fiscal 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's 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. Staff and Treasurer

(a) Staff

1. SBRHT may contract with a Party or the SBCCOG for staff pursuant to Section 6(d), hire its own employees, or retain independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of SBRHT'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 SBRHT's budget and are appropriated by SBRHT therefor.
2. None of the officers, agents, or staff, if any, directly contracted by SBRHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by the Parties.

(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 SBRHT, or an officer or employee of a public agency that is a Party, or a certified public accountant to hold the offices of treasurer and auditor for SBRHT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for SBRHT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of SBRHT. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting all receipts and disbursements of SBRHT. The treasurer and auditor of SBRHT shall be required to file an official bond with the Board of Directors in an amount which shall be established by the Board. Should the existing bond or bonds or 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 SBRHT.

(c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to SBRHT who shall perform such duties as may be prescribed by the Board.

(d) Administrative Services and Reimbursement of Costs.

1. The Board of Directors may contract with a Party to provide necessary administrative services to SBRHT, including the services described in Section 6(a), (b) and (c). The amount charged by the Party to provide such services to SBRHT shall be fixed by

agreement between the Board of Directors and the governing body of the Party providing such services. In the absence of an agreement on costs, the Party providing services to SBRHT under this Section 6 may charge SBRHT the amounts necessary to recover the direct and indirect costs of such services.

2. If SBRHT contracts with a Party to provide SBRHT with administrative services through persons who are employees and officers of the Party, then any retirement liabilities associated with that Party's employees and officers shall not constitute a liability of SBRHT or any other Party. This Section 6(d)(2) shall not preclude a Party providing administrative services to SBRHT pursuant to a contract with SBRHT from accounting for such salary and benefit costs when negotiating the rates that the Party will charge SBRHT for providing such services.

Section 7. Financial Provisions

(a) Fiscal Year. The Fiscal Year of SBRHT 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 SBRHT shall commence on the Effective Date 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 total membership of the Board of Directors. The budget shall distinguish between administrative costs (i.e., the cost of operating SBRHT) and Program costs (i.e., the financing of the programs funded or sponsored by SBRHT). Thereafter, at or prior to the last meeting of the Board of Directors for each fiscal year, a general budget shall be adopted for the ensuing fiscal year or years by a vote of at least a majority of the total membership of the Board.
2. Expenditures for the Approved Budget. The payment of all SBRHT obligations is limited to the amount of appropriations allowed in SBRHT's approved budget, except as it may be revised with the approval of a majority of the total membership of the Board of Directors.

(c) Contributions by the Parties.

1. Administrative Cost Contributions. In consideration of the mutual promises contained herein, the Parties agree that they shall make annual contributions (each a "Fee" and collectively the "Fees") towards the budgeted administrative costs of SBRHT as set forth in a duly adopted Board resolution. The Fees shall be assessed annually. After the first fiscal year, the Fees shall increase annually in an amount equal to the U.S. Bureau of Labor Statistics consumer price index for all urban consumers in the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the year the Fees are assessed. Payment of the Fees shall be due within 30 days of receipt of an invoice from the SBRHT.

The invoice shall indicate how the Fees were calculated. A Party's contribution to SBRHT's administrative costs shall be in the form of money, unless the Board of Directors approves another form of contribution such as services, personal property or use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions may be used to offset in whole or part a Party's contribution as determined in the sole and absolute discretion of the Board of Directors. Notwithstanding the above, after the first fiscal year the Board of Directors may establish Fees in an amount the Board of Directors deems financially prudent; ~~provided it shall roughly be proportional as to each Party in the amounts reflected in the table above.~~

2. Program Cost Contribution. The particular programs and program budget, funded, sponsored or operated by SBRHT, as well as the level of and mechanisms for the involvement of SBRHT and each Party, in such programs and program budget, shall be determined and approved by the Board of Directors.

(d) Accounts and Reports.

1. Books and Records. There shall be strict accountability of all SBRHT funds and accounts and report of all SBRHT receipts and disbursements. Without limiting the generality of the foregoing, SBRHT shall establish and maintain such funds and accounts as may be required by good government accounting practice. The books and records of SBRHT 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 SBRHT shall cause an annual independent audit of the accounts and records of SBRHT 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 6539.9(d) of the Government Code, SBRHT shall publish an Annual Financial Report that shall describe the funds received by SBRHT and the use of such funds by SBRHT. The Annual Financial Report shall describe how the funds received by SBRHT have furthered the purposes of SBRHT.

- (e) Funds. Subject to the applicable provisions of any instrument or agreement which SBRHT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse SBRHT funds, the person appointed by the Board of Directors to perform the treasurer function for SBRHT shall receive, have the custody of and disburse SBRHT funds as nearly as possible in accordance with generally accepted accounting principles, shall make the disbursements required by this Agreement in order to carry out any of the provisions or purposes of this Agreement.

Section 8. Amendments.

- (a) This Agreement may be amended or modified with the approval of two-thirds of all the Parties through formal action approving such an amendment by the Parties' respective governing bodies.
- (b) No addition to, or alteration of, the terms of this Agreement, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid or effective unless made in the form of a written amendment which is formally adopted and executed by the Parties as provided in subparagraph (a) of this Section.

Section 9. Non-Liability for Obligations of SBRHT.

- (a) The debts, liabilities, and obligations of SBRHT shall not be considered the debts, liabilities and obligations of any of the Parties or their respective officers, employees, agents or volunteers, or the personal debts, liabilities and obligations of the Directors, officers or employees of SBRHT.
 - 1. Indemnification. The SBRHT 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 SBRHT'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 SBRHT. The SBRHT'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 SBRHT 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 SBRHT'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 SBRHT (hereinafter "Unfunded Liability"), a Party or Parties may meet and confer with SBRHT in good faith to negotiate alternative means or mechanisms by which SBRHT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit or waive SBRHT'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 SBRHT for any Unfunded Liability.
 - 2. Assignment. Each Party shall assign to the SBRHT its rights, title, and interest to recover damages from any third party for Claims arising out of this Agreement, to the extent that the SBRHT has met its obligations to defend and indemnify such Party pursuant to this Section.

3. Survival. SBRHT'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. Admission and Withdrawal of Parties.

- (a) Admission of New Parties. It is recognized that additional public agencies other than the original Parties, may wish to join SBRHT after the Effective Date. The County of Los Angeles and any city within the SBCCOG may become a Party to SBRHT upon such terms and conditions as are established by the Board of Directors. As a condition precedent to becoming a Party more than six months after the Effective Date, an eligible entity may thereafter become a Party to this Agreement; provided that (1) this Agreement is adopted by its governing body and (2) the eligible entity pays a late joining fee. The late joining fee shall be calculated by totaling the annual fee the eligible entity would have paid under this Agreement had it been a Party in all years prior and up until the Effective Date. Notwithstanding the foregoing, an eligible entity's late joining fee shall not exceed two times the amount of the applicable annual administrative fee existing at the time it becomes a Party. Payment shall be due within 30 days of receipt of an invoice from SBRHT.
- (b) Withdrawal from SBRHT. A Party may withdraw from SBRHT at any time upon its governing body's adoption of a resolution stating the Party's intent to withdraw from SBRHT and written notice of withdrawal accompanied by an executed copy of the resolution of intent to the SBRHT. The withdrawal of any Party, unless otherwise provided by the Board of Directors, shall be subject to the following prerequisites and conditions:
 1. The withdrawal shall be effective immediately upon receipt by the SBRHT of the written notice of withdrawal, subject to subsection (2) below, at the end of the SBRHT fiscal year that is at least 180 days following receipt by the SBRHT of a written notice of the Party's intent to withdraw, accompanied by a copy of the Party's governing body's executed resolution of intent to withdraw.
 2. If the withdrawal notice is received by the SBRHT less than ninety (90) days before the start of a fiscal year or after the commencement of a fiscal year but before payment of that year's Section 7(c) contribution, the withdrawal shall not be effective unless and until the withdrawing Party has fully paid that fiscal year's contribution; the withdrawing Party has fully paid fees due under Section 7(c) for the final year of its membership; otherwise, the notice of withdrawal shall be null and void.
 3. Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of that Party's rights and claims relating to distribution of property and funds upon termination of SBRHT as set forth in Section 2 above. Withdrawn members shall not be entitled to any reimbursement of Fees.

3-4. Withdrawal of a Party will not relieve that Party of prior financial obligations of liabilities unless otherwise approved by the Board.

Section 11. Notices.

- (a) 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 in Exhibit A, or to such other address as may be designated in writing to SBRHT for formal notice.

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. No Party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

Section 13. Sunset Date.

In the event that a source of funding is not identified and funding not obtained to cover SBRHT's administrative costs on or before _____, this Agreement will on that date expire automatically and be null and void without further action of the Parties.

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

(NAME OF CITY)

BY: (NAME/TITLE OF CITY OFFICER)

Dated: _____

ATTEST:

(NAME) City Clerk

Date

APPROVED AS TO FORM:

By: _____
(NAME) City Attorney

Date

EXHIBIT A

Parties to this Agreement and their Addresses for notice pursuant to Section 11 are as follows:

DRAFT