

AGREEMENT BIBLIOGRAPHY

Agreement With:	County of Orange
Agreement Type:	Joint Powers Agreement - Orange County Housing Finance Trust (OCHFT)
Date Approved:	04 23 2019
Start Date:	03 12 2019
End Date:	See agreement
Contract Amount:	N/A
Comments	File No. 23.1 – 117.15 Community and Economic Dev
Insurance Expiration:	N/A



THIS INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE

ATTEST (DATE:) 4/26/19
ROBIN STELER
CLERK OF THE BOARD

ORIGINAL
CLERK OF THE BOARD
ORANGE COUNTY

BY [Signature] DEPUTY

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made this 24 day of March, 2019 (the "Effective Date"), by and between the following public entities (collectively, the "Parties"): _____, _____, and _____ (collectively, the "Cities") and the COUNTY OF ORANGE (the "County").

RECITALS

A. The Parties are responsible for the health and safety of the residents within their geographic boundaries.

B. Each Party has the individual power to implement affordable housing projects and programs generated within its jurisdictional boundaries, as well as to create and issue development agreements for such activities.

C. The parties find it in their mutual economic interest to address work force housing, affordable housing, and supportive housing issues on a regional level.

D. A countywide adequate supply of housing will provide social and economic benefits to residents and taxpayers of the parties.

E. The Parties desire to act in the public interest to lessen the burden of government by reducing the need for each party to act individually, and to provide charitable support for affordable housing in Orange County.

F. 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.

G. California Government Code section 6539.5 authorizes the County of Orange and any of the cities within the County of Orange to create a joint powers agency known as the Orange County Housing Finance Trust ("OCHFT"), which may do any of the following: (1) fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (2) receive public and private financing and funds.

H. California Government Code section 6539.5 also authorizes the parties to a joint powers agreement, which is executed pursuant to its provisions, to grant OCHFT the power to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT. However, at this point in time, it is the consensus of the Parties to the Agreement not to grant OCHFT the power to authorize and issue bonds or other debt instruments. This Agreement may be amended in the future to grant OCHFT the power to issue bonds or other debt instruments.

J. Local land-use decisions remain solely with each party. Nothing in this Agreement deprives any party of its sovereign powers with respect to land-use or transfers such powers to the joint powers authority.

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

Section 1. Creation and Purpose.

(a) Creation of OCHFT. Pursuant to the Joint Exercise of Powers Act, including Section 6539.5 of the Government Code, there is hereby created a public entity to be known as the "Orange County Housing Finance Trust." OCHFT 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 Powers Act for the purpose of creating OCFHT 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 for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (ii) receive public and private financing and funds. The purpose of this Agreement shall be accomplished and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude the Parties from establishing, maintaining or providing social programs or services to its residents as it deems proper and necessary.

Section 2. Term and Termination.

(a) Term. This Agreement shall become effective, and OCHFT shall come into existence, on the Effective Date, and 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 the Parties. Upon termination of this Agreement, OCHFT shall be dissolved and, after payment or provision for payment of all liabilities, the assets of OCHFT shall be distributed to the Parties in proportion to the contributions of each Party to OCHFT and the amounts paid by each Party in connection with OCHFT's activities.

Section 3. Powers and Duties of OCHFT.

(a) General Powers. OCHFT 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 and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the Parties in the exercise of similar powers.

(b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, OCHFT 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;
- (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 or of the State of California;
- (5) to invest any money in the treasury pursuant to Section 6505.5 of the Joint Powers Act that is not required for the immediate necessities of OCHFT, as OCHFT 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 carry out all the provisions of this Agreement;
- (8) to purchase obligations of any Party;
- (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 counsel including bond counsel, financial consultants, and other advisers determined appropriate by OCHFT 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 OCHFT 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 OCHFT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
- (13) for the purposes of renting space for OCHFT 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 OCHFT 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 propose amendments to this Agreement, including amendments that would allow OCHFT to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT; and

(16) to exercise any and all other powers as may be provided for OCHFT in the Joint Powers Act or any other applicable law.

(c) Limitation on Powers. Neither this Agreement nor section 6539.5 of the Government Code authorize OCHFT do any of the following:

(1) regulate land use in Cities or in the unincorporated area of the County;

(2) serve as an owner or operator of housing units;

(3) levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition for approval of a development project;

(4) require or incentivize inclusionary zoning requirements;

(5) require the Parties to this Agreement to dedicate or assign funding for any OCHFT obligations or programs;

(6) 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 project is proposed to be sited; or

(7) require the Parties to this Agreement to accept or provide any number of housing units as a prerequisite to joining or remaining a member of OCHFT.

Section 4. Members

The members of OCHFT shall be the parties to this Agreement who have not withdrawn from OCHFT, and such other parties as may join OCHFT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Orange and cities within the County of Orange may be a party to this Agreement and a member of OCHFT.

Section 5. Board of Directors

(a) Selection of Directors. OCHFT shall be governed by a Board of Directors consisting of nine Directors selected as follows:

(1) Two members of the Board of Supervisors of the County of Orange selected by the Board of Supervisors.

(2) Two countywide elected officials selected from the following six Orange County elected officials: Assessor, Auditor-Controller, Clerk-Recorder, District Attorney-Public Administrator, Sheriff-Coroner, and the Treasurer Tax-Collector by the Board of Supervisors of the County of Orange.

(3) One city council member for the city member with the greatest population in the North Region Service Planning Area as depicted in Exhibit A.

(4) One city council member for the city member with the greatest population in the Central Region Service Planning Area as depicted in Exhibit A.

(5) One city council member for the city member with the greatest population in the South Region Service Planning Area as depicted in Exhibit A.

(6) Two city council members who are each selected from member cities, which are not already represented on the Board of Directors. The selection of these Directors shall be made by a City Selection Committee from votes cast on a one-city-one-vote basis by representatives of the city members that are not already represented pursuant to Section 5, subdivisions (a)(3), (a)(4) and (a)(5).

(b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of OCHFT shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.

(c) Advisory Board. In accordance with OCHFT's bylaws, the Board of Directors may convene an *ex officio* advisory board that may include a public member, city managers or assistant city managers, the County Executive Officer, a representative from law enforcement, and a representative from a housing authority.

(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 a Director. Any obligation to pay expenses pursuant to this paragraph shall be a charge against any unencumbered funds of OCHFT available for the purpose.

(e) 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.

(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. 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.

(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. Every act or

decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

(5) Minutes. The Board of Directors shall keep minutes of all regular, adjourned regular, and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Parties.

(6) Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its members at the first meeting held in each fiscal 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. Additional Officers and Employees

(a) Officers and Contract Staff.

(1) OCHFT may contract with a Party to this Agreement for officers and staff pursuant to Section 6, subdivision (d), or retain independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of OCHFT'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 OCHFT's budget and are appropriated by OCHFT therefore.

(2) None of the officers, agents or staff, if any, directly contracted by OCHFT 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 6505.8, the Board of Directors shall appoint an officer or employee of OCHFT, an officer or employee of a public agency that is a Party to this Agreement or a certified public accountant to hold the offices of treasurer and auditor for OCHFT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for OCHFT 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 OCHFT. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of OCHFT. The treasurer and auditor of OCHFT 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 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 OCHFT.

(c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to OCHFT who shall perform such duties as may be prescribed by the Board. The County Counsel of the County shall be OCHFT's counsel unless and until the Board of Directors appoints other counsel to serve such function.

(d) Administrative Services and Reimbursement of Costs.

(1) The Board of Directors may contract with a Party to this Agreement to provide necessary administrative services to OCHFT, including the services described in Section 6, subdivisions (a), (b) and (c). The amount charged by the Party to provide such services to OCHFT shall be fixed by agreement between the Board of Directors and the governing board of the Party providing such services. In the absence of an agreement on costs, the Party providing services to OCHFT under this Section 6 may charge OCHFT the amounts necessary to recover the direct and indirect costs of such services.

(2) If OCHFT contracts with a Party to this Agreement to provide OCHFT 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 OCHFT or any other Party to this Agreement. This Section 6, subdivision (d)(2), shall not preclude a Party providing administrative services to OCHFT pursuant to a contract with OCHFT from accounting for such salary and benefit costs when negotiating the rates that the Party will charge OCHFT for providing such services.

Section 7. Financial Provisions

(a) Fiscal Year. The Fiscal Year of OCHFT 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 OCHFT 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 all of the Directors. The budget shall distinguish between administrative costs (i.e., the cost of operating OCHFT) and Program costs (i.e., the financing of the programs funded or sponsored by OCHFT). 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 all of the Directors of the Board.

(2) Expenditures for the Approved Budget. The payment of all OCHFT obligations is limited to the amount of appropriations allowed in OCHFT'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.

(c) Contributions by the Parties.

(1) Administrative Cost Contributions. The County shall be responsible for OCHFT's administrative costs for one year following the creation of OCHFT. After this initial year, and in consideration of the mutual promises contained herein, the Parties agree that they shall make annual contributions towards the budgeted administrative costs of OCHFT in accordance with a cost allocation formula to be approved by the Board of Directors. By unanimous vote, the Board of Directors may waive a parties' contribution toward OCHFT's administrative costs. A Party's contribution to OCHFT's administrative costs shall be in the form of money, unless the Board 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 shall be as determined by the Board.

(2) Program Cost Contributions. The particular programs and program budget, funded, sponsored or operated by OCHFT, as well as the level of, and mechanisms for, the involvement of OCHFT and each Party, in such programs and program budget, shall be determined and approved by the Board of Directors. A Party's individual contribution, involvement and role in any particular program or the budgeted program costs shall be as may be mutually agreed between the Party and OCHFT.

(d) Accounts and Reports.

(1) Books and Records. There shall be strict accountability of all OCHFT funds and accounts and report of all OCHFT receipts and disbursements. Without limiting the generality of the foregoing, OCHFT shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of OCHFT 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 OCHFT shall cause an annual independent audit of the accounts and records of OCHFT 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 6539.5 of the Government Code, OCHFT shall publish an Annual Financial Report that shall describe the funds received by OCHFT and the use of such funds by OCHFT. The Annual Financial Report shall describe how the funds received by OCHFT have furthered the purpose of OCHFT.

(e) Funds. Subject to the applicable provisions of any instrument or agreement which OCHFT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse OCHFT funds, the person appointed by the Board of Directors to perform the treasurer function for OCHFT shall receive, have the custody of and disburse OCHFT funds as nearly as possible 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 and Additional Parties.

(a) This Agreement may not be amended or modified except by a vote of two-thirds of all of 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 in the same manner as this Agreement.

Section 9. Non-Liability for Obligations of OCHFT.

The debts, liabilities and obligations of OCHFT shall not be the debts, liabilities and obligations of any of the Parties or personal debts, liabilities and obligations of the Directors, officers or employees of OCHFT; provided that a Party may, by an agreement separate from this Agreement, contract for, or assume responsibility for, specific debts, liabilities, or obligations of OCHFT.

Section 10. Admission and Withdrawal of Parties

(a) Admission of New Parties. It is recognized that additional parties other than the original parties, may wish to join OCHFT. The County of Orange and any Orange County city may become a party to OCHFT upon such terms and conditions as established by the Board of Directors. An Orange County city shall become a party to OCHFT by the adoption by the city council of this Agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the Board of Directors.

(b) Withdrawal from OCHFT. Parties may withdraw from OCHFT at any time upon their governing board's adoption of a resolution that so states the party's intent to leave OCHFT. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the Board of Directors, shall be conditioned as follows:

(1) In the case of a voluntary withdrawal, written notice shall be given to OCHFT six months prior to the effective date of withdrawal; and

(2) 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 OCHFT as set forth in Section 2 above.

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 herein at the following addresses, or to such other address as may be designated to OCHFT for formal notice:

(a) County of Orange:

_____, _____

Santa Ana, California _____

(b) City of _____:

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.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as of the date first above written.

Dated: _____

COUNTY OF ORANGE, a political
subdivision of the State of California
By: *Juan A. Barille*
Chairwoman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRMAN OF
THE BOARD

Robin Stueler



Clerk of the Board of Supervisors
County of Orange, California

NOTICE TO COUNTY OF ORANGE
TO BE GIVEN TO:

FRANK KIM
COUNTY EXECUTIVE OFFICER
10 Civic Center Plaza
SANTA ANA, CA 92702-4062

APPROVED AS TO FORM:
LEON PAGE
COUNTY COUNSEL

By: *[Signature]*
Mark Servino, Supervising Deputy
Dated: March 7, 2015

CITY OF GRDEN GROVE

Dated: 4/29/19

Steve Jones

By: Steve Jones, Mayor

ATTEST:

Jessa Romero
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Scott Stiles
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

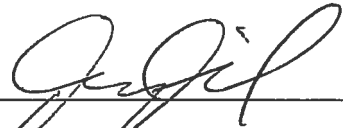
Phone: (714) 741-5100
Fax: (714) 741-5044

APPROVED AS TO FORM:

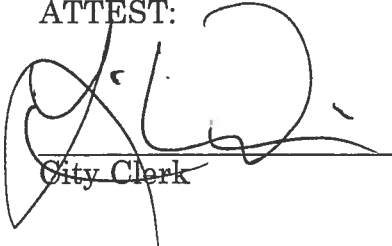
By: Jenna K. [Signature]
City Attorney

CITY OF FULLERTON

Dated: 5-6-19


By Jesus J. Silva, Mayor

ATTEST:

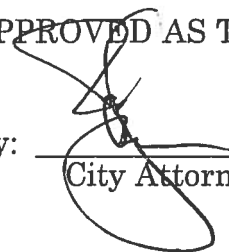

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Kenneth A. Domer
City of Fullerton
Street Address: 303 E. Commonwealth Avenue
Fullerton, CA 92832

Phone: 714-738-6310
Fax: 714-738-6758

APPROVED AS TO FORM:

By: 
City Attorney

CITY OF _____

Dated: 4-30-19

By: [Signature], [Mayor]

ATTEST:

[Signature]
City Clerk



NOTICE TO CITY TO BE GIVEN TO:

City Manager: Grace Leung
City of Newport Beach
Street Address: 100 Civic Center Dr.
Newport Beach, CA 92660

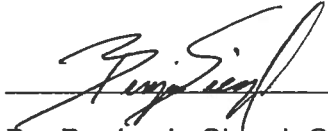
Phone: 949/644-3001
Fax: _____

APPROVED AS TO FORM:


By: [Signature] Volanda Summerhill
for City Attorney

CITY OF SAN JUAN CAPISTRANO

Dated: 5-17-19


By: Benjamin Siegel, City Manager

ATTEST:

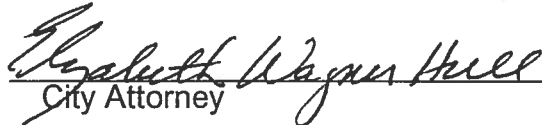
 For
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Benjamin Siegel
City of San Juan Capistrano
Street Address: 32400 Paseo Adelanto,
San Juan Capistrano, CA 92675

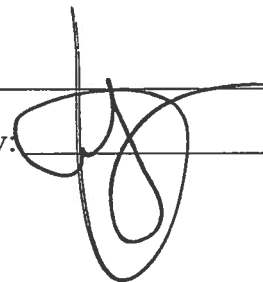
Phone: (949) 493-1172
Fax: (949) 493-1053

APPROVED AS TO FORM:

By: 
City Attorney

CITY OF Costa Mesa

Dated: 5-2-19

By:  _____, [Mayor]

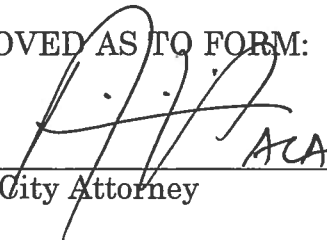
ATTEST:

Brenda Green
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: _____
City of Costa Mesa
Street Address: 77 Fair Drive
Costa Mesa, CA 92626

Phone: 714-754-5000
Fax: _____

APPROVED AS TO FORM:
By:  _____
City Attorney

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. 9548-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
RELATING TO THE JOINT EXERCISE OF POWERS FOR AND MEMBERSHIP IN THE
ORANGE COUNTY HOUSING FINANCE TRUST

WHEREAS, homelessness in the Orange County region has increased over time to at least 4,500 people as of the 2017 Point in Time Count;

WHEREAS, homelessness locally is a result of various causes that can include a lack of affordable and supportive housing units, the high cost of workforce housing, a shortage of jobs that result in wages that pay for local rents, mental illness and substance use, the high cost of land and housing development, and more;

WHEREAS, as homelessness increases, it causes crises that can be humanitarian, financial and from a community safety perspective, as Orange County residents and others without adequate shelter reside in and on communities' public facilities, including streets, parks, sidewalks, transit centers, riverbeds and storm channels, restrooms, libraries, and more;

WHEREAS, the costs of homelessness on our community resources and facilities are estimated in a 2017 study done by United Way of Orange County and the University of California, Irvine, to be in the range of \$300 million per year, and likely growing;

WHEREAS, families, children, the aged, our veterans, and persons with mental illness and other disabilities are all subject to homelessness depending on their individual circumstances, and all are worthy of our community's respect and care;

WHEREAS, the provision of adequate housing for persons formerly homeless can include a range of housing types, from emergency and bridge shelters to transitional housing to rapid rehousing to supportive housing to affordable housing;

WHEREAS, in Orange County, there appears to be a shortfall of beds and units in each housing category, making the goal of ending homelessness in our region extremely difficult to attain without adding more housing units;

WHEREAS, the concept of adding to the supply of supportive housing – supportive housing meaning where a person who may have formerly been homeless is able to secure and maintain his or her housing provided that services are provided to the individual to help them stay successfully in housing – is deemed to be beneficial to solving the needs of the chronically homeless;

WHEREAS, in 2018, Orange County leaders worked to develop and secure legislation that created a joint powers mechanism that would share the power of

securing funding for various types of housing that can address our homelessness crisis, with a focus on developing more supportive housing units;

WHEREAS, this legislation (AB 448) allowed for the creation of the Orange County Housing Finance Trust (Trust), a Trust established to secure both public and private dollars and to ensure that Orange County as a region attains its share of State resources approved by California residents and the California Legislature to address housing and homelessness via the provision of more housing units, especially supportive housing;

WHEREAS, to join the Trust, Orange County cities and the County of Orange may execute a Joint Powers Agreement that makes them a member of the Trust and describes the roles and responsibilities of the Trust, as well as its Governance structure; and

WHEREAS, the City of Garden Grove desires to join the Orange County Housing Trust by authorizing the Mayor to execute the Joint Powers Agreement that is attached hereto as an exhibit.

NOW, THEREFORE, THE CITY OF GARDEN GROVE CITY COUNCIL DOES HEREBY RESOLVES, DETERMINES, AND FINDS AS FOLLOWS:

SECTION 1. The City Council of the City of Garden Grove hereby authorizes the City's membership in the Orange County Housing Finance Trust, as described by the attached Joint Powers Agreement (Exhibit 1).

SECTION 2. The City Council of the City of Garden Grove hereby encourages the Trust Governing Board to use every effort to minimize and offset the Trust's administrative costs, including by using contracted staff, partnerships with other like-minded entities for an office site or other administration functions, and by actively seeking bond or other non-General Fund sources to offset these administrative costs.

SECTION 3. The City Council of the City of Garden Grove hereby directs City staff to report back to the Council within one year with a determination of whether the Trust has appropriately minimized its administrative costs in the manner suggested by this Resolution; and be it also

SECTION 4. The City Council of the City of Garden Grove authorizes the Mayor to execute the Joint Powers Agreement on the City's behalf.

EXHIBIT 1

JOINT EXERCISE OF POWERS AGREEMENT

ADOPTION OF A RESOLUTION AUTHORIZING A JOINT POWERS AGREEMENT TO PARTICIPATE IN THE ORANGE COUNTY HOUSING FINANCE TRUST
(F: 55-COUNTY OF ORANGE) (F: 23.1) (F: 117.15)

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

Resolution No. 9458-19 entitled: A Resolution of the City Council of the City of Garden Grove relating to the Joint Exercise of Powers for and Membership in the Orange County Housing Finance Trust, be adopted; and

The Mayor be authorized to execute the Joint Powers Agreement.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Adoption of a Resolution authorizing a Joint Powers Agreement to participate in the Orange County Housing Finance Trust. (<i>Action Item</i>)	Date:	4/23/2019

OBJECTIVE

The purpose of this memorandum is to request that the City Council adopt the attached Resolution authorizing the Mayor to execute the Joint Powers Agreement ("JPA") to join the Orange County Housing Finance Trust ("OCHFT").

BACKGROUND

The OCHFT is a Joint Powers Authority that shares among city members and the County of Orange the power to secure and allocate funding for affordable housing projects and programs, more specifically as it relates to housing that addresses persons formerly homeless.

OCHFT emphasizes funding for supportive housing, which is housing for persons that may require additional on-site or other local services to remain in housing. These services may include social services, mental health services, health care, counseling, and life and budget planning.

DISCUSSION

The attached Resolution would allow the City to participate in OCHFT. The City's participation means that the City agrees to share the ability to secure and allocate funding for affordable housing projects and programs, especially supportive housing, with other members of the Joint Powers Agreement. Recent actions by the voters

and at the State level have led to several billions of dollars becoming available for projects to create housing.

OCHFT is envisioned to provide a stronger voice for the Orange County region to secure the region's share of State and other funds (including private grants) to help address longer-term housing for persons formerly homeless. Public funds include Proposition 1 funds, SB 2 funds, and community development block grant funds.

The funding available through OCHFT will serve as gap financing and will be made available through an application filed jointly by the developer and the partnering city. OCHFT will not build projects itself, own projects, manage projects, or place projects in cities which did not apply for them. OCHFT cannot require member cities to take a share of any allocation of supportive housing units, nor to come to the table with funds to allocate. OCHFT governing board will determine whether a project application is worthy of funding from the Trust.

The JPA sets forth the powers to fund affordable and supportive housing projects that the member cities and County would share. It sets forth the Governing Board as follows:

- Four representatives from the County of Orange, all elected officials (including two members of the Board of Supervisors) and placed on the Trust Governing Board by the Orange County Board of Supervisors.

Five representatives from cities, as follows:

- One city council member for the city member with the greatest population in the North Service Planning Area (SPA).
- One city council member for the city member with the greatest population in the Central SPA.
- One city council member for the city member with the greatest population in the South SPA.
- Two city council members who are each selected from member cities, which are not already represented on the Board of Directors.
- A *nex officio* advisory board to the Governing Board is envisioned, including representation from city managers, housing authorities, the County CEO, law enforcement, and the public.

The selection of the city representatives shall be made by the City Selection Committee. Cities who are members of OCHFT are eligible to be members of the Board. Any Orange County city is eligible to be a member of OCHFT.

The JPA document also expresses that:

- OCHFT can have staff level assistance, but such assistance shall come from contractors.
- Members of OCHFT can leave at any time.
- Members of OCHFT cannot have, as a condition of membership, a requirement to provide any number of housing units;
- OCHFT shall have an annual report to maximize transparency; and

- OCHFT cannot issue debt. If at a later date the OCHFT governing board wishes to pursue debt, a recirculation and amendment of the JPA document is required.

The draft bylaws (Attachment No. 3) were developed by a working group comprised of elected officials, County representatives, city management representatives and retired City Managers. The draft bylaws will be adopted by OCHFT once the board is seated. Attached to this report is a letter from First District Supervisor Andrew Do further explaining the OCHFT and encouraging the City of Garden Grove to join the Trust (Attachment No. 4). In May 2018, the City Council adopted a related resolution authorizing staff to participate in the Association of California Cities - Orange County's planning efforts regarding county-wide supportive housing.

FINANCIAL IMPACT

Initially, there is no financial impact. The County of Orange will provide a year's worth of start-up staffing costs for the administration of OCHFT. The OCHFT Board may, in a future year, ask for the City's pro-rata share of any OCHFT administrative costs should State, County, or other funds not cover those costs. It is anticipated that the City's share, if any, of those administrative costs will not exceed \$15,000 in any year.

As the Trust becomes operational, there is a likelihood that the City or City-supported affordable housing projects will receive funding from the OCHFT.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the Resolution authorizing the City's membership in the Orange County Housing Finance Trust, as described by the attached Joint Powers Agreement; and
- Authorize the Mayor to execute the Joint Powers Agreement.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	4/18/2019	Resolution	4-23-19_OC_Housing_Finance_Trust.pdf
Joint Powers Agreement	4/5/2019	Backup Material	OCHFT_Joint_Powers_Agreement_(v_3_7_2019a)_ (1).docx
Draft By Laws	4/5/2019	Backup Material	Draft_Bylaws_for_the_OC_Housing_Finance_Trust.docx
OCHFT Letter From Supervisor Andrew Do	4/16/2019	Cover Memo	OCHFT_Letter_From_Supervisor_Do.3.25.19.pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
RELATING TO THE JOINT EXERCISE OF POWERS
FOR AND MEMBERSHIP IN
THE ORANGE COUNTY HOUSING FINANCE TRUST

WHEREAS, homelessness in the Orange County region has increased over time to at least 4,500 people as of the 2017 Point in Time Count; and

WHEREAS, homelessness locally is a result of various causes that can include a lack of affordable and supportive housing units, the high cost of workforce housing, a shortage of jobs that result in wages that pay for local rents, mental illness and substance use, the high cost of land and housing development, and more; and

WHEREAS, as homelessness increases, it causes crises that can be humanitarian, financial and from a community safety perspective, as Orange County residents and others without adequate shelter reside in and on communities' public facilities, including streets, parks, sidewalks, transit centers, riverbeds and storm channels, restrooms, libraries, and more; and

WHEREAS, the costs of homelessness on our community resources and facilities are estimated in a 2017 study done by United Way of Orange County and the University of California, Irvine, to be in the range of \$300 million per year, and likely growing; and

WHEREAS, families, children, the aged, our veterans, and persons with mental illness and other disabilities are all subject to homelessness depending on their individual circumstances, and all are worthy of our community's respect and care; and

WHEREAS, the provision of adequate housing for persons formerly homeless can include a range of housing types, from emergency and bridge shelters to transitional housing to rapid rehousing to supportive housing to affordable housing; and

WHEREAS, in Orange County, there appears to be a shortfall of beds and units in each housing category, making the goal of ending homelessness in our region extremely difficult to attain without adding more housing units; and

WHEREAS, the concept of adding to the supply of supportive housing – supportive housing meaning where a person who may have formerly been homeless is able to secure and maintain his or her housing provided that

services are provided to the individual to help them stay successfully in housing – is deemed to be beneficial to solving the needs of the chronically homeless; and

WHEREAS, in 2018, Orange County leaders worked to develop and secure legislation that created a joint powers mechanism that would share the power of securing funding for various types of housing that can address our homelessness crisis, with a focus on developing more supportive housing units; and

WHEREAS, this legislation (AB 448) allowed for the creation of the Orange County Housing Finance Trust (Trust), a Trust established to secure both public and private dollars and to ensure that Orange County as a region attains its share of State resources approved by California residents and the California Legislature to address housing and homelessness via the provision of more housing units, especially supportive housing; and

WHEREAS, to join the Trust, Orange County cities and the County of Orange may execute a Joint Powers Agreement that makes them a member of the Trust and describes the roles and responsibilities of the Trust, as well as its Governance structure; and

WHEREAS, the City of Garden Grove desires to join the Orange County Housing Trust by authorizing the Mayor to execute the Joint Powers Agreement that is attached hereto as an exhibit; now, therefore be it

RESOLVED by the City Council of the City of Garden Grove that it hereby authorizes the City's membership in the Orange County Housing Finance Trust, as described by the attached Joint Powers Agreement (Exhibit 1); and be it also

RESOLVED by the City Council of the City of Garden Grove that it hereby encourages the Trust Governing Board to use every effort to minimize and offset the Trust's administrative costs, including by using contracted staff, partnerships with other like-minded entities for an office site or other administration functions, and by actively seeking bond or other non-General Fund sources to offset these administrative costs; and be it also

RESOLVED by the City Council of the City of Garden Grove that it hereby directs City staff to report back to the Council within one year with a determination of whether the Trust has appropriately minimized its administrative costs in the manner suggested by this Resolution; and be it also

RESOLVED by the City Council of the City of Garden Grove that it authorizes the Mayor to execute the Joint Powers Agreement on the City's behalf.

EXHIBIT 1

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made this __ day of _____, 2019 (the "Effective Date"), by and between the following public entities (collectively, the "Parties"): _____, _____, and _____ (collectively, the "Cities") and the COUNTY OF ORANGE (the "County").

RECITALS

- A. The Parties are responsible for the health and safety of the residents within their geographic boundaries.
- B. Each Party has the individual power to implement affordable housing projects and programs generated within its jurisdictional boundaries, as well as to create and issue development agreements for such activities.
- C. The parties find it in their mutual economic interest to address work force housing, affordable housing, and supportive housing issues on a regional level.
- D. A countywide adequate supply of housing will provide social and economic benefits to residents and taxpayers of the parties.
- E. The Parties desire to act in the public interest to lessen the burden of government by reducing the need for each party to act individually, and to provide charitable support for affordable housing in Orange County.
- F. 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.
- G. California Government Code section 6539.5 authorizes the County of Orange and any of the cities within the County of Orange to create a joint powers agency known as the Orange County Housing Finance Trust ("OCHFT"), which may do any of the following: (1) fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (2) receive public and private financing and funds.
- H. California Government Code section 6539.5 also authorizes the parties to a joint powers agreement, which is executed pursuant to its provisions, to grant OCHFT the power to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT. However, at this point in time, it is the consensus of the Parties to the Agreement not to grant OCHFT the power to authorize and issue bonds or other debt instruments. This Agreement may be amended in the future to grant OCHFT the power to issue bonds or other debt instruments.

I. Local land-use decisions remain solely with each party. Nothing in this Agreement deprives any party of its sovereign powers with respect to land-use or transfers such powers to the joint powers authority.

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

Section 1. Creation and Purpose.

(a) Creation of OCHFT. Pursuant to the Joint Exercise of Powers Act, including Section 6539.5 of the Government Code, there is hereby created a public entity to be known as the "Orange County Housing Finance Trust." OCHFT 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 Powers Act for the purpose of creating OCFHT 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 for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (ii) receive public and private financing and funds. The purpose of this Agreement shall be accomplished and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude the Parties from establishing, maintaining or providing social programs or services to its residents as it deems proper and necessary.

Section 2. Term and Termination.

(a) Term. This Agreement shall become effective, and OCHFT shall come into existence, on the Effective Date, and 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 the Parties. Upon termination of this Agreement, OCHFT shall be dissolved and, after payment or provision for payment of all liabilities, the assets of OCHFT shall be distributed to the Parties in proportion to the contributions of each Party to OCHFT and the amounts paid by each Party in connection with OCHFT's activities.

Section 3. Powers and Duties of OCHFT.

(a) General Powers. OCHFT 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 and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the Parties in the exercise of similar powers.

(b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, OCHFT 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;
- (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 or of the State of California;
- (5) to invest any money in the treasury pursuant to Section 6505.5 of the Joint Powers Act that is not required for the immediate necessities of OCHFT, as OCHFT 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 carry out all the provisions of this Agreement;
- (8) to purchase obligations of any Party;
- (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 counsel including bond counsel, financial consultants, and other advisers determined appropriate by OCHFT 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 OCHFT 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 OCHFT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
- (13) for the purposes of renting space for OCHFT 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 OCHFT 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 propose amendments to this Agreement, including amendments that would allow OCHFT to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT; and

(16) to exercise any and all other powers as may be provided for OCHFT in the Joint Powers Act or any other applicable law.

(c) Limitation on Powers. Neither this Agreement nor section 6539.5 of the Government Code authorize OCHFT do any of the following:

(1) regulate land use in Cities or in the unincorporated area of the County;

(2) serve as an owner or operator of housing units;

(3) levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition for approval of a development project;

(4) require or incentivize inclusionary zoning requirements;

(5) require the Parties to this Agreement to dedicate or assign funding for any OCHFT obligations or programs;

(6) 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 project is proposed to be sited; or

(7) require the Parties to this Agreement to accept or provide any number of housing units as a prerequisite to joining or remaining a member of OCHFT.

Section 4. Members

The members of OCHFT shall be the parties to this Agreement who have not withdrawn from OCHFT, and such other parties as may join OCHFT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Orange and cities within the County of Orange may be a party to this Agreement and a member of OCHFT.

Section 5. Board of Directors

(a) Selection of Directors. OCHFT shall be governed by a Board of Directors consisting of nine Directors selected as follows:

(1) Two members of the Board of Supervisors of the County of Orange selected by the Board of Supervisors.

(2) Two countywide elected officials selected from the following six Orange County elected officials: Assessor, Auditor-Controller, Clerk-Recorder, District Attorney-Public Administrator, Sheriff-Coroner, and the Treasurer Tax-Collector by the Board of Supervisors of the County of Orange.

(3) One city council member for the city member with the greatest population in the North Region Service Planning Area as depicted in Exhibit A.

(4) One city council member for the city member with the greatest population in the Central Region Service Planning Area as depicted in Exhibit A.

(5) One city council member for the city member with the greatest population in the South Region Service Planning Area as depicted in Exhibit A.

(6) Two city council members who are each selected from member cities, which are not already represented on the Board of Directors. The selection of these Directors shall be made by a City Selection Committee from votes cast on a one-city-one-vote basis by representatives of the city members that are not already represented pursuant to Section 5, subdivisions (a)(3), (a)(4) and (a)(5).

(b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of OCHFT shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.

(c) Advisory Board. In accordance with OCHFT's bylaws, the Board of Directors may convene an *ex officio* advisory board that may include a public member, city managers or assistant city managers, the County Executive Officer, a representative from law enforcement, and a representative from a housing authority.

(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 a Director. Any obligation to pay expenses pursuant to this paragraph shall be a charge against any unencumbered funds of OCHFT available for the purpose.

(e) 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.

(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. 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.

(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. Every act or

decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

(5) Minutes. The Board of Directors shall keep minutes of all regular, adjourned regular, and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Parties.

(6) Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its members at the first meeting held in each fiscal 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. Additional Officers and Employees

(a) Officers and Contract Staff.

(1) OCHFT may contract with a Party to this Agreement for officers and staff pursuant to Section 6, subdivision (d), or retain independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of OCHFT'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 OCHFT's budget and are appropriated by OCHFT therefore.

(2) None of the officers, agents or staff, if any, directly contracted by OCHFT 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 6505.8, the Board of Directors shall appoint an officer or employee of OCHFT, an officer or employee of a public agency that is a Party to this Agreement or a certified public accountant to hold the offices of treasurer and auditor for OCHFT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for OCHFT 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 OCHFT. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of OCHFT. The treasurer and auditor of OCHFT 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 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 OCHFT.

(c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to OCHFT who shall perform such duties as may be prescribed by the Board. The County Counsel of the County shall be OCHFT's counsel unless and until the Board of Directors appoints other counsel to serve such function.

(d) Administrative Services and Reimbursement of Costs.

(1) The Board of Directors may contract with a Party to this Agreement to provide necessary administrative services to OCHFT, including the services described in Section 6, subdivisions (a), (b) and (c). The amount charged by the Party to provide such services to OCHFT shall be fixed by agreement between the Board of Directors and the governing board of the Party providing such services. In the absence of an agreement on costs, the Party providing services to OCHFT under this Section 6 may charge OCHFT the amounts necessary to recover the direct and indirect costs of such services.

(2) If OCHFT contracts with a Party to this Agreement to provide OCHFT 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 OCHFT or any other Party to this Agreement. This Section 6, subdivision (d)(2), shall not preclude a Party providing administrative services to OCHFT pursuant to a contract with OCHFT from accounting for such salary and benefit costs when negotiating the rates that the Party will charge OCHFT for providing such services.

Section 7. Financial Provisions

(a) Fiscal Year. The Fiscal Year of OCHFT 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 OCHFT 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 all of the Directors. The budget shall distinguish between administrative costs (i.e., the cost of operating OCHFT) and Program costs (i.e., the financing of the programs funded or sponsored by OCHFT). 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 all of the Directors of the Board.

(2) Expenditures for the Approved Budget. The payment of all OCHFT obligations is limited to the amount of appropriations allowed in OCHFT'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.

(c) Contributions by the Parties.

(1) Administrative Cost Contributions. The County shall be responsible for OCHFT's administrative costs for one year following the creation of

OCHFT. After this initial year, and in consideration of the mutual promises contained herein, the Parties agree that they shall make annual contributions towards the budgeted administrative costs of OCHFT in accordance with a cost allocation formula to be approved by the Board of Directors. By unanimous vote, the Board of Directors may waive a parties' contribution toward OCHFT's administrative costs. A Party's contribution to OCHFT's administrative costs shall be in the form of money, unless the Board 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 shall be as determined by the Board.

(2) Program Cost Contributions. The particular programs and program budget, funded, sponsored or operated by OCHFT, as well as the level of, and mechanisms for, the involvement of OCHFT and each Party, in such programs and program budget, shall be determined and approved by the Board of Directors. A Party's individual contribution, involvement and role in any particular program or the budgeted program costs shall be as may be mutually agreed between the Party and OCHFT.

(d) Accounts and Reports.

(1) Books and Records. There shall be strict accountability of all OCHFT funds and accounts and report of all OCHFT receipts and disbursements. Without limiting the generality of the foregoing, OCHFT shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of OCHFT 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 OCHFT shall cause an annual independent audit of the accounts and records of OCHFT 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 6539.5 of the Government Code, OCHFT shall publish an Annual Financial Report that shall describe the funds received by OCHFT and the use of such funds by OCHFT. The Annual Financial Report shall describe how the funds received by OCHFT have furthered the purpose of OCHFT.

(e) Funds. Subject to the applicable provisions of any instrument or agreement which OCHFT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse OCHFT funds, the person appointed by the Board of Directors to perform the treasurer function for OCHFT shall receive, have the custody of and disburse OCHFT funds as nearly as possible 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 and Additional Parties.

(a) This Agreement may not be amended or modified except by a vote of two-thirds of all of 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 in the same manner as this Agreement.

Section 9. Non-Liability for Obligations of OCHFT.

The debts, liabilities and obligations of OCHFT shall not be the debts, liabilities and obligations of any of the Parties or personal debts, liabilities and obligations of the Directors, officers or employees of OCHFT; provided that a Party may, by an agreement separate from this Agreement, contract for, or assume responsibility for, specific debts, liabilities, or obligations of OCHFT.

Section 10. Admission and Withdrawal of Parties.

(a) Admission of New Parties. It is recognized that additional parties other than the original parties, may wish to join OCHFT. The County of Orange and any Orange County city may become a party to OCHFT upon such terms and conditions as established by the Board of Directors. An Orange County city shall become a party to OCHFT by the adoption by the city council of this Agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the Board of Directors.

(b) Withdrawal from OCHFT. Parties may withdraw from OCHFT at any time upon their governing board's adoption of a resolution that so states the party's intent to leave OCHFT. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the Board of Directors, shall be conditioned as follows:

(1) In the case of a voluntary withdrawal, written notice shall be given to OCHFT six months prior to the effective date of withdrawal; and

(2) 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 OCHFT as set forth in Section 2 above.

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 herein at the following addresses, or to such other address as may be designated to OCHFT for formal notice:

(a) County of Orange:

_____, _____
Santa Ana, California _____

(b) City of _____:

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.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as of the date first above written.

COUNTY OF ORANGE, a political
subdivision of the State of California

Dated: _____

By: _____
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRMAN OF
THE BOARD

Clerk of the Board of Supervisors
County of Orange, California

NOTICE TO COUNTY OF ORANGE
TO BE GIVEN TO:

FRANK KIM
COUNTY EXECUTIVE OFFICER
10 Civic Center Plaza
SANTA ANA, CA 92702-4062

APPROVED AS TO FORM:
LEON PAGE
COUNTY COUNSEL

By: _____

Dated: _____

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made this ___ day of _____, 2019 (the "Effective Date"), by and between the following public entities (collectively, the "Parties"): _____, _____, and _____ (collectively, the "Cities") and the COUNTY OF ORANGE (the "County").

RECITALS

- A. The Parties are responsible for the health and safety of the residents within their geographic boundaries.
- B. Each Party has the individual power to implement affordable housing projects and programs generated within its jurisdictional boundaries, as well as to create and issue development agreements for such activities.
- C. The parties find it in their mutual economic interest to address work force housing, affordable housing, and supportive housing issues on a regional level.
- D. A countywide adequate supply of housing will provide social and economic benefits to residents and taxpayers of the parties.
- E. The Parties desire to act in the public interest to lessen the burden of government by reducing the need for each party to act individually, and to provide charitable support for affordable housing in Orange County.
- F. 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.
- G. California Government Code section 6539.5 authorizes the County of Orange and any of the cities within the County of Orange to create a joint powers agency known as the Orange County Housing Finance Trust ("OCHFT"), which may do any of the following: (1) fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (2) receive public and private financing and funds.
- H. California Government Code section 6539.5 also authorizes the parties to a joint powers agreement, which is executed pursuant to its provisions, to grant OCHFT the power to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT. However, at this point in time, it is the consensus of the Parties to the Agreement not to grant OCHFT the power to authorize and issue bonds or other debt instruments. This Agreement may be amended in the future to grant OCHFT the power to issue bonds or other debt instruments.

I. Local land-use decisions remain solely with each party. Nothing in this Agreement deprives any party of its sovereign powers with respect to land-use or transfers such powers to the joint powers authority.

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

Section 1. Creation and Purpose.

(a) Creation of OCHFT. Pursuant to the Joint Exercise of Powers Act, including Section 6539.5 of the Government Code, there is hereby created a public entity to be known as the "Orange County Housing Finance Trust." OCHFT 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 Powers Act for the purpose of creating OCFHT 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 for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (ii) receive public and private financing and funds. The purpose of this Agreement shall be accomplished and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude the Parties from establishing, maintaining or providing social programs or services to its residents as it deems proper and necessary.

Section 2. Term and Termination.

(a) Term. This Agreement shall become effective, and OCHFT shall come into existence, on the Effective Date, and 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 the Parties. Upon termination of this Agreement, OCHFT shall be dissolved and, after payment or provision for payment of all liabilities, the assets of OCHFT shall be distributed to the Parties in proportion to the contributions of each Party to OCHFT and the amounts paid by each Party in connection with OCHFT's activities.

Section 3. Powers and Duties of OCHFT.

(a) General Powers. OCHFT 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 and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the Parties in the exercise of similar powers.

(b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, OCHFT 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;
- (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 or of the State of California;
- (5) to invest any money in the treasury pursuant to Section 6505.5 of the Joint Powers Act that is not required for the immediate necessities of OCHFT, as OCHFT 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 carry out all the provisions of this Agreement;
- (8) to purchase obligations of any Party;
- (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 counsel including bond counsel, financial consultants, and other advisers determined appropriate by OCHFT 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 OCHFT 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 OCHFT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
- (13) for the purposes of renting space for OCHFT 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 OCHFT 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 propose amendments to this Agreement, including amendments that would allow OCHFT to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT; and

(16) to exercise any and all other powers as may be provided for OCHFT in the Joint Powers Act or any other applicable law.

(c) Limitation on Powers. Neither this Agreement nor section 6539.5 of the Government Code authorize OCHFT do any of the following:

(1) regulate land use in Cities or in the unincorporated area of the County;

(2) serve as an owner or operator of housing units;

(3) levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition for approval of a development project;

(4) require or incentivize inclusionary zoning requirements;

(5) require the Parties to this Agreement to dedicate or assign funding for any OCHFT obligations or programs;

(6) 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 project is proposed to be sited; or

(7) require the Parties to this Agreement to accept or provide any number of housing units as a prerequisite to joining or remaining a member of OCHFT.

Section 4. Members

The members of OCHFT shall be the parties to this Agreement who have not withdrawn from OCHFT, and such other parties as may join OCHFT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Orange and cities within the County of Orange may be a party to this Agreement and a member of OCHFT.

Section 5. Board of Directors

(a) Selection of Directors. OCHFT shall be governed by a Board of Directors consisting of nine Directors selected as follows:

(1) Two members of the Board of Supervisors of the County of Orange selected by the Board of Supervisors.

(2) Two countywide elected officials selected from the following six Orange County elected officials: Assessor, Auditor-Controller, Clerk-Recorder, District Attorney-Public Administrator, Sheriff-Coroner, and the Treasurer Tax-Collector by the Board of Supervisors of the County of Orange.

(3) One city council member for the city member with the greatest population in the North Region Service Planning Area as depicted in Exhibit A.

(4) One city council member for the city member with the greatest population in the Central Region Service Planning Area as depicted in Exhibit A.

(5) One city council member for the city member with the greatest population in the South Region Service Planning Area as depicted in Exhibit A.

(6) Two city council members who are each selected from member cities, which are not already represented on the Board of Directors. The selection of these Directors shall be made by a City Selection Committee from votes cast on a one-city-one-vote basis by representatives of the city members that are not already represented pursuant to Section 5, subdivisions (a)(3), (a)(4) and (a)(5).

(b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of OCHFT shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.

(c) Advisory Board. In accordance with OCHFT's bylaws, the Board of Directors may convene an *ex officio* advisory board that may include a public member, city managers or assistant city managers, the County Executive Officer, a representative from law enforcement, and a representative from a housing authority.

(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 a Director. Any obligation to pay expenses pursuant to this paragraph shall be a charge against any unencumbered funds of OCHFT available for the purpose.

(e) 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.

(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. 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.

(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. Every act or

decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

(5) Minutes. The Board of Directors shall keep minutes of all regular, adjourned regular, and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Parties.

(6) Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its members at the first meeting held in each fiscal 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. Additional Officers and Employees

(a) Officers and Contract Staff

(1) OCHFT may contract with a Party to this Agreement for officers and staff pursuant to Section 6, subdivision (d), or retain independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of OCHFT'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 OCHFT's budget and are appropriated by OCHFT therefore.

(2) None of the officers, agents or staff, if any, directly contracted by OCHFT 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 6505.8, the Board of Directors shall appoint an officer or employee of OCHFT, an officer or employee of a public agency that is a Party to this Agreement or a certified public accountant to hold the offices of treasurer and auditor for OCHFT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for OCHFT 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 OCHFT. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of OCHFT. The treasurer and auditor of OCHFT 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 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 OCHFT.

(c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to OCHFT who shall perform such duties as may be prescribed by the Board. The County Counsel of the County shall be OCHFT's counsel unless and until the Board of Directors appoints other counsel to serve such function.

(d) Administrative Services and Reimbursement of Costs.

(1) The Board of Directors may contract with a Party to this Agreement to provide necessary administrative services to OCHFT, including the services described in Section 6, subdivisions (a), (b) and (c). The amount charged by the Party to provide such services to OCHFT shall be fixed by agreement between the Board of Directors and the governing board of the Party providing such services. In the absence of an agreement on costs, the Party providing services to OCHFT under this Section 6 may charge OCHFT the amounts necessary to recover the direct and indirect costs of such services.

(2) If OCHFT contracts with a Party to this Agreement to provide OCHFT 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 OCHFT or any other Party to this Agreement. This Section 6, subdivision (d)(2), shall not preclude a Party providing administrative services to OCHFT pursuant to a contract with OCHFT from accounting for such salary and benefit costs when negotiating the rates that the Party will charge OCHFT for providing such services.

Section 7. Financial Provisions

(a) Fiscal Year. The Fiscal Year of OCHFT 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 OCHFT 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 all of the Directors. The budget shall distinguish between administrative costs (i.e., the cost of operating OCHFT) and Program costs (i.e., the financing of the programs funded or sponsored by OCHFT). 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 all of the Directors of the Board.

(2) Expenditures for the Approved Budget. The payment of all OCHFT obligations is limited to the amount of appropriations allowed in OCHFT'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.

(c) Contributions by the Parties.

(1) Administrative Cost Contributions. The County shall be responsible for OCHFT's administrative costs for one year following the creation of OCHFT. After this initial year, and in consideration of the mutual promises contained herein, the Parties agree that they shall make annual contributions towards the budgeted administrative costs of OCHFT in accordance with a cost allocation formula to be approved by the Board of Directors. By unanimous vote, the Board of Directors may waive a parties' contribution toward OCHFT's administrative costs. A Party's contribution to OCHFT's administrative costs shall be in the form of money, unless the Board 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 shall be as determined by the Board.

(2) Program Cost Contributions. The particular programs and program budget, funded, sponsored or operated by OCHFT, as well as the level of, and mechanisms for, the involvement of OCHFT and each Party, in such programs and program budget, shall be determined and approved by the Board of Directors. A Party's individual contribution, involvement and role in any particular program or the budgeted program costs shall be as may be mutually agreed between the Party and OCHFT.

(d) Accounts and Reports.

(1) Books and Records. There shall be strict accountability of all OCHFT funds and accounts and report of all OCHFT receipts and disbursements. Without limiting the generality of the foregoing, OCHFT shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of OCHFT 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 OCHFT shall cause an annual independent audit of the accounts and records of OCHFT 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 6539.5 of the Government Code, OCHFT shall publish an Annual Financial Report that shall describe the funds received by OCHFT and the use of such funds by OCHFT. The Annual Financial Report shall describe how the funds received by OCHFT have furthered the purpose of OCHFT.

(e) Funds. Subject to the applicable provisions of any instrument or agreement which OCHFT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse OCHFT funds, the person appointed by the Board of Directors to perform the treasurer function for OCHFT shall receive, have the custody of and disburse OCHFT funds as nearly as possible 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 and Additional Parties.

(a) This Agreement may not be amended or modified except by a vote of two-thirds of all of 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 in the same manner as this Agreement.

Section 9. Non-Liability for Obligations of OCHFT.

The debts, liabilities and obligations of OCHFT shall not be the debts, liabilities and obligations of any of the Parties or personal debts, liabilities and obligations of the Directors, officers or employees of OCHFT; provided that a Party may, by an agreement separate from this Agreement, contract for, or assume responsibility for, specific debts, liabilities, or obligations of OCHFT.

Section 10. Admission and Withdrawal of Parties.

(a) Admission of New Parties. It is recognized that additional parties other than the original parties, may wish to join OCHFT. The County of Orange and any Orange County city may become a party to OCHFT upon such terms and conditions as established by the Board of Directors. An Orange County city shall become a party to OCHFT by the adoption by the city council of this Agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the Board of Directors.

(b) Withdrawal from OCHFT. Parties may withdraw from OCHFT at any time upon their governing board's adoption of a resolution that so states the party's intent to leave OCHFT. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the Board of Directors, shall be conditioned as follows:

(1) In the case of a voluntary withdrawal, written notice shall be given to OCHFT six months prior to the effective date of withdrawal; and

(2) 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 OCHFT as set forth in Section 2 above.

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 herein at the following addresses, or to such other address as may be designated to OCHFT for formal notice:

(a) County of Orange:

_____, _____

Santa Ana, California _____

(b) City of _____:

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.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as of the date first above written.

COUNTY OF ORANGE, a political
subdivision of the State of California

Dated: _____

By: _____
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRMAN OF
THE BOARD

Clerk of the Board of Supervisors
County of Orange, California

NOTICE TO COUNTY OF ORANGE
TO BE GIVEN TO:

FRANK KIM
COUNTY EXECUTIVE OFFICER
10 Civic Center Plaza
SANTA ANA, CA 92702-4062

APPROVED AS TO FORM:
LEON PAGE
COUNTY COUNSEL

By: _____

Dated: _____

Draft Bylaws for the OC Housing Finance Trust
(subject to approval by the Trust governing board)

Part 1 – Introduction to the Orange County Housing Finance Trust (OCHFT)

Establishment

Chapter 336 of the California Statutes of 2018 (AB 448, 2018, Quirk-Silva, Daly, and Moorlach) was entered into law on September 11, 2018. Chapter 336 authorized the County of Orange and any of the cities within the County of Orange to create a joint powers agency known as the Orange County Housing Family Trust, which may do any of the following: (1) fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low 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 the Orange County Housing Finance Trust.

The OCHFT was established on _____ by the execution of the Joint Exercise of Powers Agreement (the "Agreement") by and between the Cities of _____, _____, and _____ (collectively, the "Cities") and the County of Orange the "County"). These Bylaws were adopted by OCHFT's Board of Directors and provide for the organization and administration of OCHFT. These By-Laws supplement the Agreement.

OCHFT Guiding Vision and Mission

Following the passage of AB 448, the County of Orange and ACC-OC formed a collaborative working group to establish the OCHFT. As such, the working group, comprised of elected officials and staff from both the County and Cities worked to create the guiding vision and mission as follows:

The vision of OCHFT is to provide innovative financial solutions for the humanitarian crisis of homelessness in our local communities.

The mission of OCHFT is to strengthen the communities in Orange County by financing the development of housing for homeless and low-income individuals and families.

1.03 - OCHFT Guiding Principles

The guiding principles of the OCHFT:

- Implement the findings and declarations of AB 448.
- Provide funding based on principles of fiscal responsibility and demonstrated value to the taxpayer and funder.

- Retain local control and the ability for local governments to use OCHFT funding for housing solutions when needed, or to participate within the region as a whole.
- Demonstrate accountability and transparency for members of the JPA and the public.
- Promote public-private partnerships, nonprofit collaborations, and community building to maximize sources of funds public and private, when available, and to efficiently accelerate housing for low, very low and extremely low income individuals and families.
- Provide opportunities to strengthen local partnerships and increase capacity of local cities and agencies engaged in fulfilling housing goals.
- Commit to innovation and best practices in financing, production, and service delivery in supportive housing.
- Serve the region's needs geographically by (1) extremely low, very low, low income, and supportive housing types and (2) by population.
- Foster collaborative planning to allow for project prioritization and establish a pipeline of projects.
- Provide access to funding to ensure that Orange County receives the maximum benefit for the resources provided.
- Incorporate County's Coordinated Entry System in conjunction with the cities' locally-driven protocols to ensure that the developed housing resources has appropriately targeted and prioritized eligible homeless populations for each project.

Part 2 – Bylaws of the OC Housing Finance Trust

ARTICLE I - Name

The name of this entity shall be the "Orange County Housing Finance Trust" or "OCHFT" in these Bylaws.

ARTICLE II – Membership and Purpose

Section A: OCHFT Membership

OCHFT is comprised of the County of Orange and the cities have executed OCHFT's Joint Powers Agreement (see Exhibit ___). The Agreement may be amended from time to time, as needed, and is incorporated herein subject to those amendments.

Section B: Purposes, Functions and Preclusions

The vision of OCHFT shall be to provide innovative financial solutions for the humanitarian crisis of homelessness in our local communities, in furtherance of OCHFT's mission as stated in *Part 1, Introduction*. More specifically, the purpose and functions of OCHFT shall be:

- To fund the planning and construction of housing for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, housing that includes supportive services;
- To receive public and private financing and funds;
- To authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received pursuant to paragraph (2) and pledged by the Orange County Housing Finance Trust;
- To follow annual financial reporting and auditing requirements that maximize transparency and maximize public information as to the receipt and use of funds by the agency. The annual financial report shall show how the funds have furthered the purposes of the Orange County Housing Finance Trust; and
- To comply with the regulatory guidelines of each specific state and federal funding source received.

OCHFT is specifically precluded from:

- Regulating land use in cities or in the unincorporated area of the County of Orange.
- Serving as an owner or operator of housing units.
- Exercising any authority to levy, or advocate or incentivize the levying of, any fee, charge, dedication, reservation, tax assessment, or other exaction related to development projects.
- Requiring or incentivizing inclusionary zoning requirements. The power to adopt inclusionary zoning ordinances remain with the entities that possess land use and planning authority.
- Providing OCHFT funding for a project that is opposed by the elected body (if within an incorporated area, the City Council, or if in an unincorporated area, the Orange County Board of Supervisors) in which the project is proposed to be located.

ARTICLE III – Board of Directors

Section A: OCHFT Board of Directors

All members of the Board of Directors must be from a member of the governing board of a party to the Agreement.

Board of Directors. The nine (9) voting members of the Board of Directors of OCHFT shall be as described below. Each member shall be entitled to one (1) vote on the Board:

a) County Representatives (4):

- i. Two members of the Board of Supervisors of the County of Orange, selected by the Board of Supervisors; and
- ii. Two countywide elected officials selected from the following six Orange County elected officials: Assessor, Auditor-Controller, Clerk-Recorder, District Attorney-Public Administrator, Sheriff-Coroner, and the Treasurer Tax-Collector by the Board of Supervisors of the County of Orange.

b) City Representatives (5):

- i. One City Council member for the city member with the greatest population in the North Region Service Planning Area as measured in the most recent decennial census.
- ii. One City Council member for the city member with the greatest population in the Central Region Service Planning Area as measured in the most recent decennial census.
- iii. One City Council member for the city member with the greatest population in the South Region Service Planning Area as measured in the most recent decennial census.
- iv. One City Council member from a city member with a population of between 60,000 persons and 95,000 persons as measured in the most recent decennial census; and
- v. One City Council member from a city member with a population of under 60,000 persons as measured in the most recent decennial census.

The selection of Directors described in "iv" and "v" above shall be made by a City Selection Committee from votes cast on a one-city-one-vote basis by representatives of the city members fall within the respective population thresholds described in iv and v.

Advisory Board (7). An advisory board consisting of the following members shall advise the Board of Directors with respect to all matters that OCHFT Board of Directors has taken in furtherance of OCHFT's purpose as expressed in the Agreement:

- One Public Member who also serves on the Orange County Commission to End Homelessness (or its successor body);
- Three (3) members who are city managers or assistant city managers, whose cities are not represented on the Board of Directors, with these three members representing cities in each of the three Service Planning Areas or their successor delineation;
- The Chief Executive Officer of the County of Orange, or his or her designee;
- A police chief (or his or her designee); and

- A city from a Housing Authority in Orange County, which receives Housing Choice Voucher funding and which is not otherwise represented as a city on the Board of Directors.

All Advisory Board members are entitled to attend all OCHFT regular and special meetings and to fully participate in such meetings, but cannot vote on project applications or amendments to OCHFT bylaws, rules, or procedures.

Advisory Board members need not be elected officials.

Section B: Selection of Advisory Board Members

- ii. Two countywide elected officials selected from the following six Orange County elected officials: Assessor, Auditor-Controller, Clerk-Recorder, District Attorney-Public Administrator, Sheriff-Coroner, and the Treasurer Tax-Collector by the Board of Supervisors of the County of Orange.

b) City Representatives (5):

- i. One City Council member for the city member with the greatest population in the North Region Service Planning Area as measured in the most recent decennial census.
- ii. One City Council member for the city member with the greatest population in the Central Region Service Planning Area as measured in the most recent decennial census.
- iii. One City Council member for the city member with the greatest population in the South Region Service Planning Area as measured in the most recent decennial census.
- iv. One City Council member from a city member with a population of between 60,000 persons and 95,000 persons as measured in the most recent decennial census; and
- v. One City Council member from a city member with a population of under 60,000 persons as measured in the most recent decennial census.

The selection of Directors described in “iv” and “v” above shall be made by a City Selection Committee from votes cast on a one-city-one-vote basis by representatives of the city members fall within the respective population thresholds described in iv and v.

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- One Public Member who also serves on the Orange County Commission to End Homelessness (or its successor body);
- Three (3) members who are city managers or assistant city managers, whose cities are not represented on the Board of Directors, with these three members representing cities in each of the three Service Planning Areas or their successor delineation;

- The Chief Executive Officer of the County of Orange, or his or her designee;
- A police chief (or his or her designee); and
- A city from a Housing Authority in Orange County, which receives Housing Choice Voucher funding and which is not otherwise represented as a city on the Board of Directors.

All Advisory Board members are entitled to attend all OCHFT regular and special meetings and to fully participate in such meetings, but cannot vote on project applications or amendments to OCHFT bylaws, rules, or procedures.

Advisory Board members need not be elected officials.

Section B: Selection of Advisory Board Members

Appointments to the Advisory Board shall be as follows:

1. The Chair of the Orange County Board of Supervisors, with ratification by a majority of the Board of Supervisors, shall appoint the representative from the Orange County Commission to End Homelessness;
2. The Orange County City Managers Association shall select the three City Manager or Assistant City Manager representatives; and
3. The Orange County Police Chiefs Association shall select the Police Chief representative.
4. The City members of OCHFT shall select a representative from a City member, whose Housing Authority receives Housing Choice Voucher funding and which is not otherwise represented on the Board of Directors from votes cast on a one-city-one-vote basis.

Section C: Terms and Vacancies

1. Board of Directors: Terms of office for members of the Board of Directors shall be for two (2) years. A Board of Director’s seat shall be deemed vacant if he or she leaves elected office, or if his or her appointing body removes him or her. Upon a vacancy, the appointing body shall be notified and shall attempt to fill the vacancy within sixty (60) days of the vacancy occurring.
2. Advisory Board: Terms of office for members of the Advisory Board shall be for two (2) years. An Advisory Board member’s seat shall be deemed vacant if he or she fails to attend three consecutive regular or special meetings, or if his or her appointing body removes him or her. Upon a vacancy, the appointing body shall be notified and shall attempt to fill the vacancy within sixty (60) days of the vacancy occurring.

Section D. Board of Director Officers

The Board of Directors shall select a Chair and a Vice-Chair on an annual basis. Only members of the Board of Directors may serve as Chair or Vice-Chair. If a County representative is the Chair for any one period, a City representative shall serve as Vice-Chair. If a City representative is Chair for any one period, a County representative shall serve as Vice-Chair.

ARTICLE IV – Duties of Officers and Board Members

Section A: Duties of the Chair and Vice-Chair

It shall be the duty of the Chair to preside at the meetings of the OCHFT. In the Chair's absence, the Vice-Chair shall preside at the meetings of the OCHFT.

Section B: Duties of the Board of Director Members:

- Meet when called by the Chair to plan and coordinate the business and proposed activities of OCHFT;
- Review and consider applications for project funding;
- Review and consider OCHFT's financial information, including the Annual Financial Report, any related independent audit, and the OCHFT's annual budget; and
- Serve on subcommittees or task forces when appropriate.

Section C: Formation of Subcommittees

The Board may create subcommittees or task forces to accomplish the goals and purposes of OCHFT.

ARTICLE V – Meetings

Section A: Regular Meetings

Regular meetings of OCHFT's Board shall be held once every two (2) months, unless otherwise called by the Chair. Meeting notice, agenda, and public comment procedures shall comply with the provisions of the Ralph M Brown Act. The County's Clerk of the Board shall prepare meeting agendas and handle noticing requirements.

Section B: Special Meetings

Special meetings of OCHFT may be held at any time upon call of the Chair, provided that the special meetings' noticing and agenda complies with the Ralph M. Brown Act.

Section C: Quorum

A quorum shall exist when a simple majority of seated members of the Board of Directors are present.

Section D: Voting on Project Funding

The Board shall strive to attain a unanimous decision on all projects which receive funding from OCHFT; however funding for a project is deemed approved following a majority (five [5] "yes" votes or more) vote of the Board of Directors, provided that a quorum was present.

Section E: Voting on Amending OCHFT's Bylaws, Principles, or Procedures

Amendments to OCHFT's Bylaws, Principles or Procedures shall be considered at a regular meeting, and shall comply with the Ralph M. Brown Act. An amendment to

these Bylaws is deemed approved following a majority vote of the Board of Directors.

Section F: Minutes

The Clerk of the Board shall take minutes for OCHFT. A previous meeting's minutes shall be considered and approved at a subsequent meeting by a majority vote of the Board of Directors.

Section G: Meeting Procedure

The conduct of meetings shall be governed by Robert's Rules of Order (most recent published edition) where the question at issue is not determined by these Bylaws.

Section H: Location of Meetings

The Board must meet in publicly-accessible places typical for hosting public meetings, such as Council Chambers, city community rooms, or County board or conference rooms.

ARTICLE VI – Financial Review and Oversight

Section A: Annual Financial Report

The Board shall ensure that an Annual Financial Report is prepared, reviewed, adopted and made public annually, to ensure transparency and demonstrate actions that have furthered the purposes of OCHFT.

As a part of the development of the Annual Financial Report, the Board shall engage an independent auditor to complete an independent financial audit of OCHFT's operations. The audit must be provided to the public, and the auditor must report all findings to the Board in a public meeting.

Section B: Budget

The Annual Budget of OCHFT shall be reviewed and approved by the Board of Directors in May or June of each year, in advance of the start of OCHFT's next Fiscal Year.

Section C: OCHFT Fiscal Year

The fiscal year of OCHFT shall be from July 1 to June 30 of each year.

ARTICLE VII – OCHFT Board Code of Conduct

This OCHFT Board Code of Conduct represents OCHFT's commitment to high standards of ethics, public service, collegiality, and transparency. The following standards should be regarded as minimum expectations for conduct. OCHFT Board Members will act in accordance with and maintain the highest standards of professional integrity, impartiality, diligence, creativity and productivity. OCHFT will act in accordance with federal, state, and local laws and regulations.

Section A: Compliance with Policies

Members of the Board of Directors and Advisory Board will conduct the OCHFT business in accordance with the Agreement and the bylaws of OCHFT, including conflict of interest policies.

Section B: Conflicts of Interest

The Board of Directors may not have a conflict of interest as determined by the California Political Reform Act (the "Act"), inclusive of the Levine Act, California Government Code section 81000, et. seq., and the regulations promulgated to effectuate the Act. Nor shall the Board of Directors have a conflict of interest under California Government Code section 1090. A conflict of interest is defined as a contract or transaction between the OCHFT and an entity in which a Member of the Board of Directors or Advisory Board, or family members of such member has a financial or other interest or of which the Member is a director, officer, agent, partner, owner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative.

In the event that a member of the Board of Directors or Advisory Board could benefit financially from a project or program that is before the Board of Directors for funding consideration, the member shall recuse himself or herself from participating in any way, including from engaging in any discussion or action relating to the project or program in question.

Members of the Board of Directors and Advisory Board are required to follow OCHFT Bylaws regarding conflict of interest and code of conduct.

Section C: Confidentiality

Members of the Board of Directors and Advisory Board must maintain the highest standards of confidentiality regarding information obtained directly or indirectly through their involvement with the OCHFT. This includes but is not limited to information about applications for funding, OCHFT members and their organizations and funded agencies. Members must also avoid inadvertent disclosure of confidential information through casual public discussion, which may be overheard or misinterpreted.

Section D: Gifts or Honoraria

It is not permissible for members of the Board of Directors and Advisory Board to offer or accept gifts, gratuities, excessive favors or personal rewards intended to influence OCHFT decisions or activities.

Section G: Harassment

Harassment, interpreted as unwelcome conduct, comment, gesture, contact, or intimidating and offensive behavior likely to cause offense or humiliation, will not be tolerated and may result in disciplinary measures up to and including removal from OCHFT Board.

Section H: Laws and Regulations

OCHFT business will be conducted in a manner that reflects the highest standards and in accordance with all federal, state, and local laws and regulations.



ANDREW DO
SUPERVISOR, FIRST DISTRICT

ORANGE COUNTY BOARD OF SUPERVISORS
333 W. SANTA ANA BLVD., P.O. BOX 687, SANTA ANA, CALIFORNIA 92702-0687
PHONE (714) 834-3110 FAX (714) 834-5754 andrew.do@ocgov.com

RECEIVED
CITY OF GARDEN GROVE
CITY CLERK'S OFFICE

2019 APR -1 AM 11:14

March 25, 2019

Mayor Steven R. Jones
11222 Acacia Parkway
Garden Grove, CA 92840

RE: ORANGE COUNTY HOUSING FINANCE TRUST

Mayor Steven R. Jones,

To address this regional housing crisis with a regional solution, the Association of California Cities - Orange County (ACC-OC) and the County of Orange worked with our delegation of state legislators to create Assembly Bill 448 (AB 448), a joint powers authority to be known as the Orange County Housing Finance Trust (OCHFT).

Following the passage of AB 448, representatives from the ACC-OC formed a collaborative working group, comprised of elected officials and staff from both the County and cities to establish the initial framework for the OCHFT. The OCHFT working group created a statement of shared values and principles; established a guiding vision and mission; and developed a proposed governance structure and draft bylaws to be used as the foundation for the development of a Joint Powers Authority Agreement for the OCHFT.

Supported by a spirit of collaboration from city leaders, the Orange County Board of Supervisors unanimously approved the establishment of the OCHFT at their March 12, 2019 meeting. The OCHFT will be another tool for the County and Cities to respond to the homelessness crisis through the development of affordable and supportive housing projects and the acquisition of necessary funds to support the development of those projects. To further advance progress, the County has agreed to initially staff the trust and has a continuous RFI open to identify new projects.

Joining OCHFT is voluntary, and OCHFT does not advocate for inclusionary zoning or fees. OCHFT will be driven by its member cities of the JPA. I encourage your city to join as we continue to work side by side building out the System of Care to facilitate transitions from our shelters and to address opportunities for low income housing in our communities.

A copy of the information included with the agenda item approved by the Board is attached. Please do not hesitate to contact Dylan Wright, Director, OC Community Resources at Dylan.Wright@occr.ocgov.com or (714) 480-2788 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Do".

ANDREW DO, Esq.
Supervisor, First District
Orange County Board of Supervisors



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

Steven R. Jones
Mayor

Stephanie Klopfenstein
Mayor Pro Tem - District 5

George S. Brietigam
Council Member - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Kim Bernice Nguyen
Council Member - District 6

April 30, 2019

OC Community Resources
County of Orange
1770 N. Broadway, 4th Floor
Santa Ana, CA 92706-2606

Attention: Mary Beth Anderson

Enclosed is one (1) set of the Joint Powers Agreement signed by the City of Garden Grove. The agreement was approved by the City Council at their meeting held on April 23, 2019.

For convenience and expediency, a self-addressed envelope has been included, as our office respectfully requests that a fully executed copy of the agreement be returned to the City of Garden Grove City Clerk's Office.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: Liz Vasquez
Deputy City Clerk

Enclosure

c: Community and Economic Development

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made this __ day of _____, 2019 (the "Effective Date"), by and between the following public entities (collectively, the "Parties"): _____, _____, and _____ (collectively, the "Cities") and the COUNTY OF ORANGE (the "County").

RECITALS

- A. The Parties are responsible for the health and safety of the residents within their geographic boundaries.
- B. Each Party has the individual power to implement affordable housing projects and programs generated within its jurisdictional boundaries, as well as to create and issue development agreements for such activities.
- C. The parties find it in their mutual economic interest to address work force housing, affordable housing, and supportive housing issues on a regional level.
- D. A countywide adequate supply of housing will provide social and economic benefits to residents and taxpayers of the parties.
- E. The Parties desire to act in the public interest to lessen the burden of government by reducing the need for each party to act individually, and to provide charitable support for affordable housing in Orange County.
- F. 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.
- G. California Government Code section 6539.5 authorizes the County of Orange and any of the cities within the County of Orange to create a joint powers agency known as the Orange County Housing Finance Trust ("OCHFT"), which may do any of the following: (1) fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (2) receive public and private financing and funds.
- H. California Government Code section 6539.5 also authorizes the parties to a joint powers agreement, which is executed pursuant to its provisions, to grant OCHFT the power to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT. However, at this point in time, it is the consensus of the Parties to the Agreement not to grant OCHFT the power to authorize and issue bonds or other debt instruments. This Agreement may be amended in the future to grant OCHFT the power to issue bonds or other debt instruments.

I. Local land-use decisions remain solely with each party. Nothing in this Agreement deprives any party of its sovereign powers with respect to land-use or transfers such powers to the joint powers authority.

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

Section 1. Creation and Purpose.

(a) Creation of OCHFT. Pursuant to the Joint Exercise of Powers Act, including Section 6539.5 of the Government Code, there is hereby created a public entity to be known as the "Orange County Housing Finance Trust." OCHFT 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 Powers Act for the purpose of creating OCFHT 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 for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (ii) receive public and private financing and funds. The purpose of this Agreement shall be accomplished and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude the Parties from establishing, maintaining or providing social programs or services to its residents as it deems proper and necessary.

Section 2. Term and Termination.

(a) Term. This Agreement shall become effective, and OCHFT shall come into existence, on the Effective Date, and 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 the Parties. Upon termination of this Agreement, OCHFT shall be dissolved and, after payment or provision for payment of all liabilities, the assets of OCHFT shall be distributed to the Parties in proportion to the contributions of each Party to OCHFT and the amounts paid by each Party in connection with OCHFT's activities.

Section 3. Powers and Duties of OCHFT.

(a) General Powers. OCHFT 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 and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the Parties in the exercise of similar powers.

(b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, OCHFT 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;
- (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 or of the State of California;
- (5) to invest any money in the treasury pursuant to Section 6505.5 of the Joint Powers Act that is not required for the immediate necessities of OCHFT, as OCHFT 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 carry out all the provisions of this Agreement;
- (8) to purchase obligations of any Party;
- (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 counsel including bond counsel, financial consultants, and other advisers determined appropriate by OCHFT 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 OCHFT 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 OCHFT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
- (13) for the purposes of renting space for OCHFT 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 OCHFT 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 propose amendments to this Agreement, including amendments that would allow OCHFT to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT; and

(16) to exercise any and all other powers as may be provided for OCHFT in the Joint Powers Act or any other applicable law.

(c) Limitation on Powers. Neither this Agreement nor section 6539.5 of the Government Code authorize OCHFT do any of the following:

(1) regulate land use in Cities or in the unincorporated area of the County;

(2) serve as an owner or operator of housing units;

(3) levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition for approval of a development project;

(4) require or incentivize inclusionary zoning requirements;

(5) require the Parties to this Agreement to dedicate or assign funding for any OCHFT obligations or programs;

(6) 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 project is proposed to be sited; or

(7) require the Parties to this Agreement to accept or provide any number of housing units as a prerequisite to joining or remaining a member of OCHFT.

Section 4. Members

The members of OCHFT shall be the parties to this Agreement who have not withdrawn from OCHFT, and such other parties as may join OCHFT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Orange and cities within the County of Orange may be a party to this Agreement and a member of OCHFT.

Section 5. Board of Directors

(a) Selection of Directors. OCHFT shall be governed by a Board of Directors consisting of nine Directors selected as follows:

(1) Two members of the Board of Supervisors of the County of Orange selected by the Board of Supervisors.

(2) Two countywide elected officials selected from the following six Orange County elected officials: Assessor, Auditor-Controller, Clerk-Recorder, District Attorney-Public Administrator, Sheriff-Coroner, and the Treasurer Tax-Collector by the Board of Supervisors of the County of Orange.

(3) One city council member for the city member with the greatest population in the North Region Service Planning Area as depicted in Exhibit A.

(4) One city council member for the city member with the greatest population in the Central Region Service Planning Area as depicted in Exhibit A.

(5) One city council member for the city member with the greatest population in the South Region Service Planning Area as depicted in Exhibit A.

(6) Two city council members who are each selected from member cities, which are not already represented on the Board of Directors. The selection of these Directors shall be made by a City Selection Committee from votes cast on a one-city-one-vote basis by representatives of the city members that are not already represented pursuant to Section 5, subdivisions (a)(3), (a)(4) and (a)(5).

(b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of OCHFT shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.

(c) Advisory Board. In accordance with OCHFT's bylaws, the Board of Directors may convene an *ex officio* advisory board that may include a public member, city managers or assistant city managers, the County Executive Officer, a representative from law enforcement, and a representative from a housing authority.

(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 a Director. Any obligation to pay expenses pursuant to this paragraph shall be a charge against any unencumbered funds of OCHFT available for the purpose.

(e) 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.

(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. 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.

(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. Every act or

decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

(5) Minutes. The Board of Directors shall keep minutes of all regular, adjourned regular, and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Parties.

(6) Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its members at the first meeting held in each fiscal 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. Additional Officers and Employees

(a) Officers and Contract Staff.

(1) OCHFT may contract with a Party to this Agreement for officers and staff pursuant to Section 6, subdivision (d), or retain independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of OCHFT'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 OCHFT's budget and are appropriated by OCHFT therefore.

(2) None of the officers, agents or staff, if any, directly contracted by OCHFT 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 6505.8, the Board of Directors shall appoint an officer or employee of OCHFT, an officer or employee of a public agency that is a Party to this Agreement or a certified public accountant to hold the offices of treasurer and auditor for OCHFT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for OCHFT 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 OCHFT. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of OCHFT. The treasurer and auditor of OCHFT 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 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 OCHFT.

(c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to OCHFT who shall perform such duties as may be prescribed by the Board. The County Counsel of the County shall be OCHFT's counsel unless and until the Board of Directors appoints other counsel to serve such function.

(d) Administrative Services and Reimbursement of Costs.

(1) The Board of Directors may contract with a Party to this Agreement to provide necessary administrative services to OCHFT, including the services described in Section 6, subdivisions (a), (b) and (c). The amount charged by the Party to provide such services to OCHFT shall be fixed by agreement between the Board of Directors and the governing board of the Party providing such services. In the absence of an agreement on costs, the Party providing services to OCHFT under this Section 6 may charge OCHFT the amounts necessary to recover the direct and indirect costs of such services.

(2) If OCHFT contracts with a Party to this Agreement to provide OCHFT 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 OCHFT or any other Party to this Agreement. This Section 6, subdivision (d)(2), shall not preclude a Party providing administrative services to OCHFT pursuant to a contract with OCHFT from accounting for such salary and benefit costs when negotiating the rates that the Party will charge OCHFT for providing such services.

Section 7. Financial Provisions

(a) Fiscal Year. The Fiscal Year of OCHFT 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 OCHFT 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 all of the Directors. The budget shall distinguish between administrative costs (i.e., the cost of operating OCHFT) and Program costs (i.e., the financing of the programs funded or sponsored by OCHFT). 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 all of the Directors of the Board.

(2) Expenditures for the Approved Budget. The payment of all OCHFT obligations is limited to the amount of appropriations allowed in OCHFT'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.

(c) Contributions by the Parties.

(1) Administrative Cost Contributions. The County shall be responsible for OCHFT's administrative costs for one year following the creation of OCHFT. After this initial year, and in consideration of the mutual promises contained herein, the Parties agree that they shall make annual contributions towards the budgeted administrative costs of OCHFT in accordance with a cost allocation formula to be approved by the Board of Directors. By unanimous vote, the Board of Directors may waive a parties' contribution toward OCHFT's administrative costs. A Party's contribution to OCHFT's administrative costs shall be in the form of money, unless the Board 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 shall be as determined by the Board.

(2) Program Cost Contributions. The particular programs and program budget, funded, sponsored or operated by OCHFT, as well as the level of, and mechanisms for, the involvement of OCHFT and each Party, in such programs and program budget, shall be determined and approved by the Board of Directors. A Party's individual contribution, involvement and role in any particular program or the budgeted program costs shall be as may be mutually agreed between the Party and OCHFT.

(d) Accounts and Reports.

(1) Books and Records. There shall be strict accountability of all OCHFT funds and accounts and report of all OCHFT receipts and disbursements. Without limiting the generality of the foregoing, OCHFT shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of OCHFT 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 OCHFT shall cause an annual independent audit of the accounts and records of OCHFT 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 6539.5 of the Government Code, OCHFT shall publish an Annual Financial Report that shall describe the funds received by OCHFT and the use of such funds by OCHFT. The Annual Financial Report shall describe how the funds received by OCHFT have furthered the purpose of OCHFT.

(e) Funds. Subject to the applicable provisions of any instrument or agreement which OCHFT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse OCHFT funds, the person appointed by the Board of Directors to perform the treasurer function for OCHFT shall receive, have the custody of and disburse OCHFT funds as nearly as possible 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 and Additional Parties.

(a) This Agreement may not be amended or modified except by a vote of two-thirds of all of 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 in the same manner as this Agreement.

Section 9. Non-Liability for Obligations of OCHFT.

The debts, liabilities and obligations of OCHFT shall not be the debts, liabilities and obligations of any of the Parties or personal debts, liabilities and obligations of the Directors, officers or employees of OCHFT; provided that a Party may, by an agreement separate from this Agreement, contract for, or assume responsibility for, specific debts, liabilities, or obligations of OCHFT.

Section 10. Admission and Withdrawal of Parties.

(a) Admission of New Parties. It is recognized that additional parties other than the original parties, may wish to join OCHFT. The County of Orange and any Orange County city may become a party to OCHFT upon such terms and conditions as established by the Board of Directors. An Orange County city shall become a party to OCHFT by the adoption by the city council of this Agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the Board of Directors.

(b) Withdrawal from OCHFT. Parties may withdraw from OCHFT at any time upon their governing board's adoption of a resolution that so states the party's intent to leave OCHFT. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the Board of Directors, shall be conditioned as follows:

(1) In the case of a voluntary withdrawal, written notice shall be given to OCHFT six months prior to the effective date of withdrawal; and

(2) 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 OCHFT as set forth in Section 2 above.

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 herein at the following addresses, or to such other address as may be designated to OCHFT for formal notice:

(a) County of Orange:

_____, _____

Santa Ana, California _____

(b) City of _____:

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.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as of the date first above written.

COUNTY OF ORANGE, a political
subdivision of the State of California

Dated: _____

By: _____
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRMAN OF
THE BOARD

Clerk of the Board of Supervisors
County of Orange, California

NOTICE TO COUNTY OF ORANGE
TO BE GIVEN TO:

FRANK KIM
COUNTY EXECUTIVE OFFICER
10 Civic Center Plaza
SANTA ANA, CA 92702-4062

APPROVED AS TO FORM:
LEON PAGE
COUNTY COUNSEL

By: _____

Dated: _____

CITY OF GRDEN GROVE

Dated: 4/29/19

Steve Jones

By: Steve Jones, Mayor

ATTEST:

Luca Romero
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Scott Stiles
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

Phone: (714) 741-5100
Fax: (714) 741-5044

APPROVED AS TO FORM:

By: James H. Kegan
City Attorney

ORANGE COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

March 12, 2019

Submitting Agency/Department: OC COMMUNITY RESOURCES

Approve Orange County Housing Finance Trust Joint Powers Authority Agreement; and receive and file draft bylaws to facilitate the establishment of the Orange County Housing Finance Trust to provide and receive funds for housing the homeless population and persons and families of low income under certain conditions- All Districts

The following is action taken by the Board of Supervisors:

APPROVED AS RECOMMENDED OTHER

Unanimous (1) DO: Y (2) STEEL: Y (3) VACANT: (4) CHAFFEE: Y (5) BARTLETT: Y

Vote Key: Y=Yes; N=No; A=Abstain; X=Excused; B.O.=Board Order

Documents accompanying this matter:

- Resolution(s)
- Ordinances(s)
- Contract(s)

Item No. S22C

Special Notes:

Copies sent to:



I certify that the foregoing is a true and correct copy of the Minute Order adopted by the Board of Supervisors , Orange County, State of California.
Robin Stieler, Clerk of the Board

By: 
Deputy



County Executive Office

5220

Memorandum

March 7, 2019

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer *McQuinn*

Subject: Exception to Rule 21

RECEIVED
MAR -9 AM 11:38
COUNTY OF ORANGE
CLERK OF THE BOARD OF SUPERVISORS

The County Executive Office is requesting a Supplemental Agenda Staff Report for the March 12, 2019, Board Hearing.

Agency: OC Community Resources
Subject: Orange County Housing Finance Trust Joint Powers Authority Agreement
Districts: All Districts

Reason for supplemental: This item needs to go to the Board as a supplemental item to advance the progress made from the collaborative efforts of Orange County cities and the County of Orange towards the financing and continued development of supportive and affordable housing. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: *Lisa A. Bartlett*
Chairwoman Lisa A. Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel

**SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT**



MEETING DATE: 3/12/19
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: OC Community Resources
DEPARTMENT HEAD REVIEW: [Signature]
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Dylan Wright (714) 480-2788
Julia Bidwell (714) 480-2991

SUBJECT: Orange County Housing Finance Trust Joint Powers Authority Agreement

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
<u>[Signature]</u> CEO Signature	<u>Approve</u> Action <u>[Signature]</u> County Counsel Signature	Discussion 3 Votes Board Majority

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A
Staffing Impact: N/A **# of Positions:** N/A **Sole Source:** N/A
Current Fiscal Year Revenue: N/A
Funding Source: N/A **County Audit in last 3 years:** No

Prior Board Action: 6/12/2018 #S2A, 6/12/2018 #1

RECOMMENDED ACTION(S)

1. Approve the Orange County Housing Finance Trust Joint Powers Authority Agreement and delegate authority to the Chairwoman or her designee to sign and execute the Agreement upon the approval and signature of three cities within the Orange County within 12 months of this Agreement's approval by the Board of Supervisors.
2. Receive and file the draft bylaws, which are subject to formal adoption by the Orange County Housing Finance Trust's Board of Directors following its creation through the execution of the Orange County Housing Finance Trust Joint Powers Agreement by the County and three cities.

SUMMARY:

Approving the Orange County Housing Finance Trust Joint Powers Authority Agreement and receiving the draft bylaws will facilitate the establishment of the Orange County Housing Finance Trust to provide and receive funds for housing for the homeless population and persons and families of extremely low, very low and low income within the County of Orange.

BACKGROUND INFORMATION:

On June 12, 2018, the Board of Supervisors (Board) approved the Housing Funding Strategy presented by OC Community Resources in response to the crisis of homelessness and a shortage of supportive and affordable housing in Orange County. The Housing Funding Strategy set a target for the development of 2,700 new supportive housing units within six years and identified the need for 2,700 additional affordable units during the same period. It also concluded that capital funding requirements for the 2,700 supportive housing units was an estimated \$930 million.

Given potential funding sources known at the time, a capital gap of \$353 million was identified, along with an estimated \$350 million funding gap in operating and rental subsidies. Since that time, the County of Orange (County) has identified additional funding sources, such as Proposition 1, Housing for a Healthy California, and Multi-Family Housing Program Supportive Housing, which reduce the estimated capital gap to \$252 million. Efforts are ongoing to identify additional funding sources and other options to close the capital, operating and rental subsidy gaps to meet the goals of the Housing Funding Strategy.

In addition to the Housing Funding Strategy, the Board also approved a Mental Health Services Act (MHSA) Supportive Housing Spending Plan on June 12, 2018, which allocated \$70.5 million in MHSA dollars to supportive housing projects. This amount was in addition to \$25 million already allocated by the Board for such purposes. These MHSA dollars are included in the Housing Funding Strategy.

To date, the Board's leadership and support for housing have resulted in funding applications and/or developer interest in either current housing unit development or potential housing unit development projects; totaling over 1,000 units of supportive and affordable housing.

To further advance progress and collaboration on this front, the Board co-sponsored Assembly Bill 448 (AB 448), which was spearheaded by the Association of California Cities-Orange County and signed into law by the Governor on September 11, 2018. AB 448 added California Government Code section 6539.5 authorizing the County of Orange, and any of the cities within Orange County, to create a joint powers authority, to be known as the Orange County Housing Finance Trust (OCHFT). Per AB 448, the OCHFT "would not only be responsible for responding to the homelessness crisis with the development of capital projects and the acquisition of necessary funds for those projects, but also for helping the county respond to the low-income and affordable housing crisis that the region is experiencing in tandem with the homelessness crisis."

Following the passage of AB 448, Supervisor Do, then Chairman of the Board, First District, worked with representatives from the Association of California Cities – Orange County to form a collaborative working group, comprised of elected officials and staff from both the County and cities to establish the initial framework for the OCHFT. The OCHFT working group created a statement of shared values and principles; established a guiding vision and mission; and developed a proposed governance structure and draft bylaws to be used as the foundation for the development of a Joint Powers Authority Agreement (Agreement) for the OCHFT.

The Agreement creates the OCHFT pursuant to AB 448 as a separate public entity that would, for participating parties: (1) exercise any power common to the participating parties with respect to providing funding for the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (2) receive

public and private financing and funds. This Agreement allows OCHFT to consider the issuance of debt in the future through amendments to the Agreement.

The Agreement also preserves certain powers for the participating parties. The Agreement does not authorize OCHFT to do any of the following: (1) regulate land use in cities or in the unincorporated area of the County; (2) serve as an owner or operator of housing units, (3) levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition for approval of a development project; (4) require or incentivize inclusionary zoning requirements; (5) require the Parties to this Agreement to dedicate or assign funding for any OCHFT obligations or programs; (6) 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 project is proposed to be sited; or (7) require the Parties to this Agreement to accept or provide any number of housing units as a prerequisite to joining or remaining a member of the OCHFT.

The Agreement establishes a governing board comprised of two members of the Board of Supervisors, two county-wide elected officials and five city council members.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

- Attachment A - Orange County Housing Finance Trust Joint Powers Authority Agreement
- Attachment B – Orange County Housing Finance Trust Joint Powers Authority Bylaws
- Attachment C – Assembly Bill 448
- Attachment D - Section 50093 of the Health and Safety Code