ARROYO VERDUGO COMMUNITIES

A JOINT POWERS AUTHORITY

JOINT EXERCISE OF POWERS AGREEMENT

EFFECTIVE MAY 1, 2017

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JOINT EXERCISE OF POWERS AGREEMENT OF THE "ARROYO VERDUGO COMMUNITIES"
(A JOINT POWERS AUTHORITY)

This Joint Exercise of Powers Agreement ("Agreement") is made and entered into by and between the public entities (collectively, "Members") whose names are set forth on Exhibit A, attached hereto and incorporated herein by this reference, pursuant to Section 6500 et seq. of the California Government Code and other applicable law:

WITNESSETH:

The parties hereto do agree as follows:

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

a. The Arroyo Verdugo Subregion Steering Committee was assembled in 1993 as a method of coordinating information and providing a forum for discussion on regional issues of mutual interest and concern amongst the cities of Burbank, Glendale, La Cañada Flintridge, Pasadena, and South Pasadena. While the Subregion is not an organization which operates under a formal Joint Powers Agreement or Memorandum of Understanding structure, the cities have, nonetheless, met regularly to discuss subjects of mutual interest, consider regional programs and initiatives, and conduct studies, primarily related to transportation and the environment.

b. A growing need for the cities and unincorporated communities of the Arroyo Verdugo Subregion to develop and implement their own subregional policies and plans and voluntarily and cooperatively resolve differences among themselves requires a more representative and formal structure;

c. A shift in regional funding procedures will likely result in transportation funds being allocated through the various subregions in Los Angeles County requiring a formal agreement of the cities and unincorporated communities of the Arroyo Verdugo Subregion to receive, allocate and program these funds;

d. The public interest requires a joint powers agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and subregional basis through the establishment of a formal partnership through a joint exercise of powers agreement;

e. The public interest requires that an agency explore areas of inter-governmental cooperation and coordination of government programs and to provide recommendations and solutions to problems of common and general concern to its Members;

f. The public interest requires that an agency with the aforementioned goals not possess the authority to compel any of its Members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues);

g. Each Member is a governmental entity established by law with the full powers of government in legislative, administrative, financial, and other related fields;

h. Each Member, by and through its legislative body, has determined that a formal organization to assist in planning and voluntary coordination among the cities is required in furtherance of the public interest, necessity and convenience; and

i. Each Member, by and through its legislative body, has independently determined that the public interest, convenience and necessity requires the execution of this Agreement by and on behalf of each such Member.

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

Section 3. Name. The name of the said separate legal entity shall be the Arroyo Verdugo Communities Joint Powers Authority ("Authority").

Section 4. Purpose and Powers of the Authority.

a. Purpose of Authority. The purpose of the creation of the Authority is to provide a vehicle for the Members to coordinate regional and cooperative planning, primarily in the area of transportation and determining how to prioritize regional transportation projects and the allocation of Measure M funds and other public monies, including building a more connective transportation system between the Member agencies. It is the clear intent among the Members that the Authority shall not possess the legal authority to compel any of its Members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues). The goal and intent of the Authority is one of voluntary cooperation among Members for the collective benefit of the cities within the Arroyo Verdugo subregion.

b. Common Powers. The Members establish this Authority as a separate public agency under California Government Code Sections 6500 et seq. The Authority shall have the powers common to the Members to carry out the purposes set forth in this Agreement. Except as otherwise authorized or permitted by California Government Code Sections 6500 et seq., and for purposes of, and to the extent required by Section 6509 of the California Government Code, the Authority is subject to the restriction on the manner of exercising the powers of the City of Pasadena. The Authority shall have the power to, and may perform all acts necessary in the exercise of the common powers including, but not limited to, the following specific powers:

(1) Serve as an advocate in representing the Members of the Authority at the regional, state and federal levels on issues of importance to the Arroyo Verdugo subregion;

(2) Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with regional significance;

(3) Assemble information helpful in the consideration of problems peculiar to the Members;

(4) Utilize Member resources or presently existing single purpose public and public/private groups to carry out its programs and projects;

(5) Explore practical avenues for voluntary intergovernmental cooperation, coordination and action in the interest of local public welfare and improving the administration of governmental services;

(6) Assist in coordinating subregional planning efforts and in resolving conflicts among the cities and unincorporated areas within the Arroyo Verdugo subregion as they work toward achieving mutual planning goals;

(7) Build a consensus among the Members on the implementation of policies and programs for addressing subregional and regional issues;

(8) Serve as a mechanism for obtaining state, federal and regional grants to assist in financing the expenditures of the Authority;

(9) Make and enter into contracts, including contracts for the services of engineers, consultants, planners, attorneys and single purpose public/private groups;

(10) Employ agents, officers and employees;

(11) Apply for, receive and administer a grant or grants under any federal, state, or regional programs;

(12) Receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

(13) Lease, manage, maintain, and operate any buildings, works, or improvements;

(14) Delegate one, some or all of its powers to the Executive Director as hereinafter provided; and

(15) Borrow money, incur indebtedness and/or issue bonds pursuant to the Constitution of the State of California and any of the laws of the State of California and to exercise any implied powers necessary to exercise the express powers provided for in this subparagraph.

c. Exercise of Powers. The Authority shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of applicable law, this Agreement and any duly adopted Bylaws.

Section 5. Creation of a Governing Board. There is hereby created a Governing Board for the Authority ("Governing Board") to conduct the affairs of the Authority. The Governing Board shall be constituted as follows:

a. Designation of Governing Board Representatives. One person shall be designated as a representative of the Governing Board by the legislative body of each of the Members ("Governing Board Representative") or, in the case of the County, the Los Angeles County Board of Supervisors (Supervisor of the Fifth Supervisorial District or his/her designated representative.) No Member shall be limited to "ex officio" non-voting representation on the Governing Board; however, the Governing Board, at its sole discretion, may allow "ex officio" non-voting representation from public entities that are not Members.

b. Designation of Alternate Governing Board Representatives. One person shall be designated as an alternate representative of the Governing Board by the legislative body of each of the Members ("Alternate Governing Board Representative") or, in the case of the County, the Fifth District Supervisor's designated alternate representative.

c. Eligibility. No person shall be eligible to serve as a Governing Board Representative or an Alternate Governing Board Representative unless that person is, at all times during the tenure of that person as a Governing Board Representative or Alternate Governing Board Representative, a member of the legislative body of one of the appointing Members except that, in the case of the County, the Representative and Alternate Representative may be any person so designated by the Los Angeles County Supervisor of the 5th Supervisorial District, in writing, as presented to the Executive Director, subject to change at the discretion of the Supervisor. Should any person serving on the Governing Board fail to maintain the status as required by this Section 5, that person's position on the Governing Board shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 5 and the Member shall be entitled to appoint a qualified replacement to serve out the term of the disqualified representative.

Section 6. Use of Public Funds and Property. The Governing Board shall be empowered to utilize, for its purposes, public and/or private funds, property and other resources received from the Members and/or from other sources. Subject to the approval of the Governing Board, the Members shall participate in the funding of the Authority in such a manner as the Governing Board shall prescribe subject to the provisions of Section 23 of this Agreement. Where applicable, the Governing Board may permit one or more of the Members to provide in kind services, including the use of property, in lieu of devoting cash to the funding of the Authority's activities.

Section 7. Functioning of Governing Board.

a. Voting and Participation. Each Member may cast only one vote for each issue before the Governing Board through its designated representative. An Alternate Governing Board Representative may vote in the proceedings of the Governing Board only in the absence of the respective Governing Board Representative. Governing Board Representatives (or the Alternate Governing Board Representatives) shall be entitled to participate in and vote on matters pending before the Governing Board only if such person is physically present at the meeting of the Governing Board and if the Member, for which that Governing Board Representative or Alternate Governing Board Representative represents, has timely and fully paid dues as required by this Agreement and/or duly adopted Bylaws.

b. Proxy Voting. No absentee or proxy voting is permitted.

c. Quorum. A quorum of the Governing Board shall consist of fifty percent (50%) plus one (1) of its total voting membership.

d. Committees. As needed, the Governing Board may create permanent or ad hoc advisory committees to give advice to the Governing Board on such matters as may be referred to such committees by the Governing Board. All committees shall have a stated purpose before they are formed. Such committees shall remain in existence until dissolved by the Governing Board. Qualified persons shall be appointed to such committees in a manner as prescribed by the Governing Board and shall serve at the pleasure of the Governing Board. Committees, unless otherwise provided by law, this Agreement, duly adopted Bylaws, or by direction of the Governing Board, may be composed of representatives to the Governing Board and non-representatives to the Governing Board.

e. Actions. Actions taken by the Governing Board shall be by fifty percent (50%) plus one (1) of the voting Governing Board Representatives who are present with a quorum in attendance, unless, by a provision of applicable law, this Agreement, duly adopted Bylaws, or by direction of the Governing Board, a higher number of votes is required to carry a particular motion.

Section 8. Duties of the Governing Board. The Governing Board shall be deemed, for all intents and purposes, the policy making body of the Authority. All of the powers of the Authority, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Agreement, duly-adopted Bylaws, or by direction of the Governing Board, shall be exercised by and through the Governing Board.

Section 9. Rosenberg's Rules of Order. The substance of Rosenberg's Rules of Order shall apply to proceedings of the Governing Board, except as may otherwise be provided by provisions of applicable law, this Agreement, duly-adopted Bylaws, or by direction of the Governing Board.

Section 10. Meetings of the Governing Board. The Governing Board shall, by means of the adoption of Bylaws, establish the dates and times of regular meetings of the Governing Board. The location of each such meetings shall be as directed by the Governing Board.

Section 11. Election of Chair and Vice-Chair. The Chair shall preside over all meetings of the Governing Board and shall perform such other duties and functions as required of such person by provisions of applicable law, this Agreement, duly-adopted Bylaws, or by the direction of the Governing Board. The Vice Chair shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by provisions of applicable law, this Agreement, duly-adopted Bylaws, or by direction of the Governing Board or Chair.

At the first regular meeting of the Governing Board, a Governing Board Representative shall be elected to the position of Chair of the Governing Board, and a different Governing Board Representative shall be elected to the position of Vice Chair of the Governing Board. The terms of office of the Chair and Vice Chair elected at the first regular meeting of the Governing Board shall continue through the first December 31 of their terms and expire on the first July 1 subsequent thereafter. Elections to determine their successors shall be held at the regular meeting preceding the first July 1. Thereafter, a Governing Board Representative shall be elected to the position of Chair of the Governing Board, and a different Governing Board Representative shall be elected to the position of Vice Chair of the Governing Board at the regular meeting of the Governing Board immediately preceding July 1 each year. The terms of office of the Chair and Vice Chair shall commence on July 1 and expire on June 30.

If there is a vacancy, for any reason, in the position of Chair or Vice Chair, the Governing Board shall, forthwith, conduct an election to fill such vacancy for the unexpired term of such prior incumbent.

Section 12. Executive Director. The Governing Board may appoint, by a vote of fifty percent (50%) plus one (1) of the total voting membership, a qualified person to serve as Executive Director under any form it desires including, but not limited to, a contract, Member in-house (subject to the Member's city manager authorization), or employment basis. The Executive Director shall be neither a Governing Board Representative, nor an Alternate Governing Board Representative, nor an elected official of any Eligible Public Entity (as defined in Section 21 (c) of this Agreement). The Executive Director shall be the chief administrative officer of the Authority. The Executive Director shall serve at the pleasure of the Governing Board and may be relieved from such position at any time, without cause, by a vote of fifty percent (50%) plus one (1) of the total voting membership of the Governing Board taken at a regular, adjourned regular or special meeting of the Governing Board. The Executive Director shall perform such duties as may be imposed upon that person by provisions of applicable law, this Agreement, duly-adopted Bylaws, or by direction of the Governing Board.

Section 13. Designation of Treasurer and Auditor. The Governing Board shall, in accordance with applicable law, designate a qualified person to serve as the Treasurer for the Authority and a qualified person to serve as the Auditor of the Authority. If the Governing Board so designates, and in accordance with provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority concurrently. The compensation, if any, of a person or persons holding the offices of Treasurer and/or Auditor shall be set by the Governing Board.

** Section 14. Treasurer and Auditor Duties. Unless as otherwise amended by action of a Bylaws amendment approved by the Governing Board, the City of La Cañada Flintridge's Director of Finance shall hold the position of Treasurer of the Authority and shall have charge of the depositing and custody of all funds and property held by the Authority. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties required in Sections 6505 and 6505.5 of the California Government Code, and such duties as may be required by the Governing Board. The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with every provision of law relating to the establishment and administration of funds, particularly Section 6505 of the California Government Code. The person appointed by the Governing Board to hold the position of Auditor of the Authority shall ensure that an annual performance of financial review of the Authority's revenue and expenditures is conducted and shall report as such to the Governing Board and perform such other functions as may be required by provisions of applicable law, this Agreement, duly-adopted Bylaws and/or by the direction of the Governing Board.

Section 15. Designation of Other Officers and Employees. The Governing Board may designate such other officers or employees as it deems appropriate and necessary to conduct the affairs of the Authority.

Section 16. Obligations of the Authority. The debts, liabilities and obligations of the Authority shall be the debts, liabilities or obligations of the Authority alone. No Member of the Authority shall be responsible, directly or indirectly, for any obligation, debt or liability of the Authority, whatsoever.

Section 17. Control and Investment of Authority Funds. The Governing Board shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law. It shall be the responsibility of the Treasurer of the Authority to appropriately invest Authority funds consistent with the Authority's duly adopted investment policy and the responsibility of the Auditor of the Authority to verify that such investments comport with the Authority's duly adopted investment policy.

Section 18. Implementation Agreements. When authorized by the Governing Board, affected Members may execute an Implementation Agreement for the purpose of authorizing the Authority to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by the Authority in implementing a program, including indirect costs, shall be assessed only to those Members who are parties to that Implementation Agreement.

Section 19. Term. The Authority created pursuant to this Agreement shall continue in existence until such time as this Agreement is terminated. This Agreement may not be terminated except by an affirmative vote of fifty percent (50%) plus one (1) of the then total voting membership of the Governing Board.

**June 3, 2021 Bylaws allows others to be appointed as Treasurer and/or Auditor

Section 20. Application of Laws to Authority Functions. The Authority and its Governing Board and standing committees, shall comply with all applicable laws (as would otherwise be applicable to California municipal corporations) in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act (Section 54950 et seq., of the California Government Code.), Political Reform Act (Section 81000 et seq., of the California Government Code) and Public Records Act (Section 6250 et seq., of the California Government Code.)

Section 21. Members.

a. Withdrawal. A Member may withdraw from the Authority by filing its written notice of withdrawal with the Chair of the Governing Board sixty (60) days prior to the actual withdrawal date. Such withdrawal shall be effective at 11:59 p.m. on the last day of the sixty (60) day period. The withdrawal of a Member shall not in any way discharge, impair or modify the voluntarily-assumed obligations for the withdrawn Member in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members. The annual dues of a withdrawn Member shall be forfeited for the fiscal year of withdrawal. Past obligations and/or liabilities incurred during the period of membership for a withdrawing Member shall continue until absolved unless otherwise extinguished as part of a mutually agreed upon separation agreement between the withdrawing Member and all remaining Members of the Authority (unanimous consent). Withdrawal from any Implementation Agreement shall not be deemed withdrawal from the Authority.

b. Non-Payment of Dues. If a Member fails to pay dues within three (3) months of its annual dues assessment, as required under Section 23 of this Agreement and the Bylaws, and after a thirty (30) day written notice is provided to that Member, the Member shall be deemed to be suspended from this Agreement and the Authority. When a Member is suspended, no representative of that Member shall vote on any matter pending before the Governing Board or any committee. Such a Member shall be readmitted only upon the payment of all dues then owed by the Member, including dues incurred prior to the suspension and during the suspension.

c. Admitting and Readmitting Eligible Members. Eligible public entities whose names are set forth on Exhibit A to this Agreement ("Eligible Public Entities") shall be admitted to the Authority by: (1) adopting this Agreement by majority vote of the legislative body of the Eligible Public Entity; (2) properly executing this Agreement; and (3) paying, in full, all dues owed for the current fiscal year and/or past years (including any delinquent charges). An Eligible Public Entity is eligible for admission regardless of whether it adopted and signed this Agreement before or after the Effective Date (as defined in Section 26) of this Agreement. An Eligible Public Entity that has withdrawn from the Authority in accordance with Section 21 may be readmitted to the Authority by (1) re-adopting this Agreement or any subsequent version of this Agreement by a majority vote of the legislative body of the Eligible Public Entity; (2) properly executing this Agreement or any subsequent version of this Agreement; and (3) paying, in full, all dues owed for the current fiscal year and any fiscal years for which the Eligible Public Entity had been withdrawn from the Authority. No vote of the Governing Board shall be required to admit or readmit an Eligible Public Entity that is in good standing.

d. Admitting and Readmitting New Members. New Members (who are not listed as Eligible Public Entities in Exhibit A to the Agreement) may be admitted or readmitted to the Authority only upon an affirmative vote of fifty percent (50%) plus one (1) of the then-total voting membership of the Governing Board. Admission shall be subject to such terms and conditions as the Governing Board may deem appropriate.

Section 22. Interference with the Functions of Members. The Governing Board shall not take any action that constitutes an interference with the exercise of lawful powers by a Member of the Authority.

Section 23. Dues of Members. The Members of the Authority shall be responsible for the annual payment of dues for each fiscal year in the amounts budgeted and adopted by the Governing Board, as and for the operating costs of the Authority as provided in the duly-adopted Bylaws. An annual dues assessment will be issued to all Members and shall be due and payable in July of each calendar year

Section 24. Disposition of Assets. Upon termination of this Agreement, and after the payment of all obligations of the Authority, any and all general assets remaining shall be distributed to the Members in proportion to the then-existing proportional obligation of those Members' dues to participate in the funding of the Authority (as provided in Section 23 hereof), except that any special assessments or funds contributed by Members for specific purposes that are identifiable and segmented for the respective Members' benefit, shall be returned to the Member.

Section 25. Amendment. This Agreement may be amended at anytime with the consent of fifty percent (50%) plus one (1) of all of the legislative bodies of the then-Members hereto.

Section 24. Disposition of Assets. Upon termination of this Agreement, and after the payment of all obligations of the Authority, any and all general assets remaining shall be distributed to the Members in proportion to the then-existing proportional obligation of those Members' dues to participate in the funding of the Authority (as provided in Section 23 hereof), except that any special assessments or funds contributed by Members for specific purposes that are identifiable and segmented for the respective Members' benefit, shall be returned to the Member.

Section 25. Amendment. This Agreement may be amended at anytime with the consent of fifty percent (50%) plus one (1) of all of the legislative bodies of the then-Members hereto.

Section 26. Effective Date. The effective date ("Effective Date") of this Agreement shall be May 1, 2017 if fifty percent (50%) plus one (1) of the Eligible Public Entities, whose names are set forth in Exhibit A, adopt this Agreement by a majority vote of the legislative body of each Eligible Public Entity and execute this Agreement. If fifty percent (50%) plus one (1) of the Eligible Public Entities have not adopted and executed this Agreement by May 1, 2017, then the Effective Date of the Agreement shall be the first day of the month subsequent to fifty percent (50%) plus one (1) of the Eligible Public Entities adopting and executing this Agreement.

Section 27. Indemnity. (a) The parties acknowledge that the provisions of California Government Code Section 6513 (privileges and immunities of government agency acting under a joint powers agreement) apply to this Agreement; and (b) Pursuant to California Government Code Section 895.4, each Member agrees to defend, indemnify and hold the other Member, and its officers, agents and employees harmless from any costs, expense, claim or judgment arising out of any acts or omissions of the Member or its officers, agents or employees with respect to the implementation of this Agreement.

That the Members of this Joint Powers Agreement have caused this Agreement to be executed on their behalf, respectively, as follows:

CITY OF BURBANK	CITY OF GLENDALE
Mayor	Mayor
August 23, 2017 Date	Date
ATTEST:	ATTEST:
City Clerk	City Clerk

Section 26. Effective Date. The effective date ("Effective Date") of this Agreement shall be May 1, 2017 if fifty percent (50%) plus one (1) of the Eligible Public Entities, whose names are set forth in Exhibit A, adopt this Agreement by a majority vote of the legislative body of each Eligible Public Entity and execute this Agreement. If fifty percent (50%) plus one (1) of the Eligible Public Entities have not adopted and executed this Agreement by May 1, 2017, then the Effective Date of the Agreement shall be the first day of the month subsequent to fifty percent (50%) plus one (1) of the Eligible Public Entities adopting and executing this Agreement.

Section 27. Indemnity. (a) The parties acknowledge that the provisions of California Government Code Section 6513 (privileges and immunities of government agency acting under a joint powers agreement) apply to this Agreement; and (b) Pursuant to California Government Code Section 895.4, each Member agrees to defend, indemnify and hold the other Member, and its officers, agents and employees harmless from any costs, expense, claim or judgment arising out of any acts or omissions of the Member or its officers, agents or employees with respect to the implementation of this Agreement.

That the Members of this Joint Powers Agreement have caused this Agreement to be executed on their behalf, respectively, as follows:

CITY OF BURBANK

_____
Mayor

_____
Date

ATTEST:

_____
City Clerk

CITY OF GLENDALE

Vartan Gharpetian
Mayor

8/25/17
Date

ATTEST:

Ardy Kassakhian
City Clerk

APPROVED AS TO FORM

Michael J. Garcia
CITY ATTORNEY

DATE 8/1/17

CITY OF LA CAÑADA FLINTRIDGE

Mayor

07/05/17
Date

ATTEST:

City Clerk

COUNTY OF LOS ANGELES

Chair of the Los Angeles County Board of Supervisors

Date

ATTEST:

County Clerk

CITY OF PASADENA

Mayor

Date

ATTEST:

City Clerk

CITY OF SOUTH PASADENA

Mayor

Date

ATTEST:

City Clerk

CITY OF LA CAÑADA FLINTRIDGE

Mayor

Date

ATTEST:

City Clerk

COUNTY OF LOS ANGELES

Chair of the Los Angeles County Board of Supervisors

Date

ATTEST:

County Clerk

CITY OF PASADENA

Mayor

6/27/17
Date

ATTEST:

6/27/17
City Clerk

CITY OF SOUTH PASADENA

Mayor

Date

ATTEST:

City Clerk

APPROVED AS TO FORM:
This 27th day of June, 2017
By
Assistant City Attorney

ATTEST: LORI GLASGOW
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS
By _____, Deputy

CITY OF LA CAÑADA FLINTRIDGE

COUNTY OF LOS ANGELES

_____
Mayor

_____
Chair of the Los Angeles County
Board of Supervisors

_____
Date

AUG 15 2017
Date

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY OF PASADENA

CITY OF SOUTH PASADENA

_____
Mayor

_____
Mayor

_____
Date

_____
Date

ATTEST:

ATTEST:

_____
City Clerk

_____
City Clerk

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#27 AUG 15 2017

LORI GLASGOW
EXECUTIVE OFFICER

CITY OF LA CAÑADA FLINTRIDGE

_____
Mayor

_____
Date

ATTEST:

_____
City Clerk

COUNTY OF LOS ANGELES

_____
Chair of the Los Angeles County
Board of Supervisors

_____
Date

ATTEST:

_____
County Clerk

CITY OF PASADENA

_____
Mayor

_____
Date

ATTEST:

_____
City Clerk

CITY OF SOUTH PASADENA

Mark A. Perevatt
Mayor

4/19/2017
Date

ATTEST:

Evelyn G. Zneimer
City Clerk

ELIGIBLE PUBLIC ENTITIES

Burbank

Glendale

La Cañada Flintridge

Los Angeles County Board of Supervisors
(5th Supervisorial District, representing La Crescenta/Montrose)

Pasadena

South Pasadena

ARROYO VERDUGO COMMUNITIES JOINT POWERS AUTHORITY

BYLAWS

EFFECTIVE JUNE 3, 2021

Arroyo Verdugo Communities Joint Powers Authority

Burbank ▪ County of Los Angeles (5th District – La Crescenta/Montrose) ▪
Glendale ▪ La Cañada Flintridge ▪ Pasadena ▪ South Pasadena

BYLAWS

ARROYO VERDUGO COMMUNITIES JOINT POWERS AUTHORITY
PREAMBLE

The Arroyo Verdugo Communities Joint Powers Authority (the "Authority") is an agency voluntarily established by its Members pursuant to a Joint Powers Agreement ("Agreement") for the purpose of coordinate regional and cooperative planning, primarily in the area of transportation and determining how to prioritize regional transportation projects and the allocation of Measure M funds and other public monies, including building a more connective transportation system between the Member agencies.

Article I - Other Officers and Employees

Designation of Treasurer and Auditor. The Governing Board shall, in accordance with applicable law and the Arroyo Verdugo Communities Joint Powers Agreement (Agreement), appoint a qualified person to serve as the Treasurer for the Authority and may appoint a qualified person to serve as the Auditor of the Authority. If the Governing Board so designates, and in accordance with provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority concurrently. Any person(s) so appointed shall be compensated and perform all duties pursuant to Sections 13 and 14 of the Joint Powers Agreement. Pursuant to Section 14 of the Agreement, this Bylaw allows someone other than the City of La Canada Flintridge's Director of Finance to be appointed by the Governing Board as Treasurer and Auditor. *(June 3, 2021)*

Article II - Amendments

These Bylaws may, from time to time and at any time, be amended or repealed, and new or additional bylaws adopted, by approval of a majority vote of the Governing Board. Amendments to these Bylaws may be proposed by a Governing Board Representative or by the Executive Director with the Chair's concurrence. Any Amendment shall be submitted to the Governing Board at a meeting at least two weeks prior to the meeting at which the Amendment is voted upon. A vote of fifty percent (50%) plus one (1) of the total voting membership of the Governing Board is required to adopt an Amendment.

Article III - Conflict Between Bylaws and Joint Powers Agreement

In the event of a conflict between these Bylaws and the Agreement, the Agreement shall prevail.

These Bylaws are herby adopted on this 3rd day of June 2021.

_____
Sharon Springer, Chair