

JOINT EXERCISE OF POWERS AGREEMENT

Jurupa Unified School District Financing Authority

This JOINT EXERCISE OF POWERS AGREEMENT (this “Agreement”) dated as of October 1, 2021, is between the JURUPA UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the Constitution and laws of the State of California (the “School District”), and the COMMUNITY FACILITIES DISTRICT NO. 10 OF THE JURUPA UNIFIED SCHOOL DISTRICT, a community facilities district established by the School District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Mello-Roos Act”) duly organized and existing under the Constitution and the laws of the State of California (the “CFD”);

WITNESSETH:

WHEREAS, agencies formed under Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the “Joint Powers Law”) are permitted to provide financing for any of their members in connection with the purchase, acquisition, construction, expansion, rehabilitation and improvement of public capital improvements, real or tangible property, and other programs of such members; and

WHEREAS, the School District and the CFD wish to form an agency under the Joint Powers Law, to be known as the Jurupa Unified School District Financing Authority (the “Financing Authority”), for the purpose of providing an entity that can provide assistance to the School District, the CFD, and other community facilities districts heretofore established or to be established in the future by the School District pursuant to the Mello-Roos Act (the “JUSD CFDs”), in their financing undertakings and to assist the financing, refinancing, construction and equipping of public school facilities of the School District, and the Facilities of the CFD and the JUSD CFDs, as such Facilities are further described in the Resolution of Formation of each of the JUSD CFDs;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the School District, the CFD and the Financing Authority do hereby agree as follows:

ARTICLE I

GENERAL PROVISIONS

Section 1.01 Purpose. This Agreement is entered into pursuant to the Joint Powers Law. The purpose of this Agreement is to provide assistance to the School District and the CFD (collectively, the “Members”) from time to time in connection with the School District’s financing program, including to provide for the financing of part or all of the costs of the purchase, construction, expansion, improvement or rehabilitation of any real or other tangible property for the Financing Authority, to finance the acquisition of bonds and other debt instruments, to provide financing and refinancing of such capital improvements of the School District and the Facilities of the CFD and the JUSD CFDs, including by assisting with the issuance of bonds to provide funds

to purchase certain obligations of the CFD and the JUSD CFDs, issuing lease revenue bonds, certificates of participation, or other debt instruments, or for any other financing purposes authorized under the Marks-Roos Local Bond Pooling Act of 1985, as amended, constituting Article 4 of the Joint Powers Law (commencing with Section 6584) (the “Bond Act”).

Section 1.02 Creation of Authority. Pursuant to the Joint Powers Law, there is hereby created a joint powers agency to be known as the Jurupa Unified School District Financing Authority. The Financing Authority is a public entity separate and apart from the Members, and shall administer this Agreement. The Financing Authority shall be deemed to be created and to exist as an entity that is authorized to transact business and exercise its powers, upon the adoption of a resolution approving the execution and delivery of this Agreement by the legislative body of the CFD and the Board of Education of the School District.

Section 1.03 Board.

(a) Composition of Board; Chair; Vice Chair. The Financing Authority shall be governed by a Board of Directors (the “Board”) initially consisting of five (5) directors. Each member of the Board of Education of the School District shall be a member of the Board by virtue of being a member of the Board of Education of the School District. All voting power of the Financing Authority shall reside in the Board.

The President of the Board of Education of the School District shall act as the Chair of the Board. The Clerk of the Board of Education of the School District shall act as the Vice Chair of the Board. The Chair shall perform the duties normal to said office and such duties as may be imposed by the Board and may sign contracts on behalf of the Financing Authority. In the absence of the Chair, the Vice Chair shall act, sign contracts, and perform all of the duties of the Chair. The number of Directors may be changed by amendment of this Agreement.

(b) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act of the State of California (constituting Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California). Special meetings of the Financing Authority may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California (the “State”); provided, however, that the purchase or issuance of bonds by the Financing Authority shall only be approved at a regular meeting of the Board.

(c) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Board members present at any meeting at which a quorum is present are required to take any action by the Board.

(d) Time and Place of Regular Meetings. The Board shall conduct a regular meeting on November 8, 2021, at the hour of 6:00 p.m. in the chambers of the Board of Education of the School District, 4850 Pedley Road, Jurupa Valley, CA 92509. Thereafter, the Board shall provide for its regular meetings. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each of the

Members. Unless otherwise provided, regular meetings shall be held on the same date and time as regular meetings of the Board of Education of the School District. If the Secretary (as defined herein) does not post an agenda for a regular meeting pursuant to Government Code Section 54954.2, then such failure to post shall be deemed to be a determination by the Chair that no items required discussion and, therefore, that the regular meeting should be cancelled, except as otherwise provided in Section 54954.2.

(e) Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Members.

(f) Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof. The Board, by resolution, shall adopt a Conflict of Interest Code as required by law.

Section 1.04 Treasurer. Pursuant to Section 6505.5 of the Joint Powers Law, the person performing the functions of the Assistant Superintendent, Business Services of the School District is hereby designated as the initial Treasurer of the Financing Authority and, as such, shall perform the functions of the treasurer of the Financing Authority, as such functions are set forth in Section 6505.5 of the Joint Powers Law. Pursuant to Section 6505.1 of the Joint Powers Law, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Financing Authority and all records of the Financing Authority relating thereto. As treasurer of the Financing Authority, the Treasurer has custody of all of the accounts, funds and money of the Financing Authority from whatever source. The Treasurer shall be empowered to retain consultants and other professionals to perform any or all functions which may be delegated pursuant to the Joint Powers Law or the Bond Act, as and when necessary, and at commercially reasonable rates.

In the event, but only in the event, that the Treasurer holds moneys for the account of the Financing Authority or the Members, the Treasurer shall verify and report in writing at least quarterly to the Board and the Members the amount of money so held, the amount of receipts since the last such report, and the amount paid out since the last such report.

Section 1.05 Auditor. Pursuant to Section 6505.5 of the Joint Powers Law, the person performing the functions of the Assistant Superintendent, Business Services of the School District is hereby designated as the initial Auditor of the Financing Authority and, as such, shall perform the functions of the auditor of the Financing Authority, as such functions are set forth in Section 6505.5 of the Joint Powers Law.

As auditor of the Financing Authority, the Auditor shall draw warrants to pay demands against the Financing Authority when the demands have been approved by the Board and shall assure that there is strict accountability of all funds and reporting of all receipts and disbursements of the Financing Authority. The Auditor shall make or contract with a certified public accountant or public accountant to the extent required by Section 6505 of the Joint Powers Law.

Section 1.06 Other Officers and Employees of the Financing Authority.

(a) Other Officers. In addition to the Chair, the Treasurer and the Auditor, the officers of the Financing Authority shall consist of an Executive Director and a Secretary, who

shall consist of the Superintendent of the School District and the Administrative Assistant to the Superintendent of the School District, respectively. The Board may appoint such assistants to act in the place of the officers of the Financing Authority (other than any Director) as the Board shall from time to time deem appropriate.

(b) Duties of Executive Director. The Executive Director shall perform such functions as are customary in the exercise of such a position, and as may be more specifically provided by the Board from time to time. The Executive Director shall have charge of the day-to-day administration of the Financing Authority and shall execute the directives of the Board. The Executive Director shall sign all contracts on behalf of the Financing Authority, except as may otherwise be provided by resolution of the Board.

(c) Duties of Secretary. The Secretary shall perform such functions as are customary in the exercise of such positions, and as may be more specifically provided by the Board from time to time. The Secretary shall have charge of the records of the Financing Authority and is responsible for recording the minutes of all meetings of the Board.

(d) Legal Advisor and Bond Counsel. The Board shall have the power to appoint the legal advisor and bond counsel of the Financing Authority who shall perform such duties as may be prescribed by the Board.

(e) Other Consultants and Contractors. The Board shall have the power to appoint and employ such other consultants and independent contractors as may be necessary for the purposes of this Agreement.

(f) Miscellaneous. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by any of the Members or, by reason of their employment by the Board, to be subject to any of the requirements of any of the Members.

Section 1.07 Bonding of Officers. From time to time, the Board may designate officers of the Financing Authority having charge of, handling or having access to any records, funds or accounts or other assets of the Financing Authority, and the respective amounts of the official bonds of such officers and such other persons pursuant to Section 6505.1 of the Joint Powers Law. In the event that any officer of the Financing Authority is required to be bonded pursuant to this Section 1.07, such bond may be maintained as a part of or in conjunction with any other bond maintained on such person by any Member, it being the intent of this Section 1.07 not to require duplicate or over-lapping bonding requirements from those bonding requirements that are otherwise applicable to the Members.

ARTICLE II

POWERS

Section 2.01 General Powers. The Financing Authority shall exercise the powers granted to it under the Joint Powers Law, including but not limited to the powers set forth in the Bond Act and the powers common to each of the Members, as may be necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 2.02. As provided in the Joint Powers Law, the Financing Authority is a public entity separate and apart from the Members. The Financing Authority may exercise any of its powers for the benefit of the School District (including for the benefit of the JUSD CFDs) or the CFD. The Financing Authority shall have the power to finance the purchase, construction, expansion, improvement or rehabilitation of any real or tangible property necessary or convenient for the operation of the Members.

Section 2.02 Restrictions on Exercise of Powers. The powers of the Financing Authority shall be exercised in the manner provided in the Joint Powers Law and in the Bond Act, and, except for the exercise of those powers set forth in the Bond Act, shall be subject (in accordance with Section 6509 of the Joint Powers Law) to the restrictions upon the manner of exercising such powers that are imposed upon the School District.

Section 2.03 Specific Powers. The Financing Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to acquire, construct, manage, maintain or operate any buildings, works or improvements;
- (d) to acquire, hold or dispose of public capital facilities;
- (e) to sue and be sued in its own name;
- (f) to incur debts, liabilities or obligations, provided that no debt, liability or obligation shall constitute a debt, liability or obligation of any of the Members;
- (g) to acquire, by lease, lease-purchase, installment sale agreements, or otherwise, such real or tangible property necessary or convenient for the operation of the Members;
- (h) to apply for, accept, receive and disburse grants, loans and other aid from any agency of the United States of America or of the State;
- (i) to invest any money in its treasury pursuant to Section 6505.5 of the Act that is not required for the immediate needs of the Financing Authority, as the Financing Authority

determines is advisable, in the same manner and upon the same conditions as may other local agencies, pursuant to Section 53601 of the Government Code of the State;

- (j) to apply for letters of credit in order to secure the repayment of its bonds and enter into agreements in connection therewith;
- (k) to carry out and enforce all the provisions of this Agreement;
- (l) to purchase or lease real property, and
- (m) to exercise any and all other powers as may be provided in the Act.

Section 2.04 Non-Liability of Members and Directors for Obligations of Authority.

The debts, liabilities and obligations of the Financing Authority shall not be the debts, liabilities and obligations of any of the Members. No member, officer, agent or employee of the Financing Authority is individually or personally liable for the payment of the principal of or premium or interest on any obligations of the Financing Authority or subject to any personal liability or accountability by reason of any obligations of the Financing Authority. Nothing herein contained relieves any such member, officer, agent or employee from the performance of any official duty provided by law or by the instruments authorizing the issuance of any obligations of the Financing Authority.

In addition, no Member shall assume any liability or responsibility for any debts, liabilities or obligations that may be incurred by the other Member in connection with the issuance of bonds or other obligations of the Financing Authority for the benefit of such other Member.

ARTICLE III

CONTRIBUTION; ACCOUNTS AND REPORTS; FUNDS

Section 3.01 Contributions. The Members may, but are not required to: (a) make contributions from their treasuries for any of the purposes set forth herein, (b) make payments of public funds to defray the cost of such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as provided herein, or (d) use their personnel, equipment or property in lieu of other contributions or advances.

The Members understand and agree that the Financing Authority will, from time to time, need to retain consultants and expend certain moneys in order to prepare for the issuance of bonds. Such costs and expenses shall be advanced or provided for by the Member or Members, or the appropriate JUSD CFD, which has applied to the Financing Authority for assistance. The Members hereby covenant and agree that they shall contribute sufficient moneys for the payment of fees and expenses incurred in the process in the proportion that each Member shall benefit from the bonds authorized to be issued, so that a Member which will not be drawing down any proceeds of bonds will not contribute to the payments of such fees and expenses. Members which make such contributions shall be entitled to the reimbursement of such contribution from the net proceeds of sale of the related issue of bonds.

Section 3.02 Accounts and Reports. To the extent not covered by the duties assigned to a trustee chosen by the Financing Authority, the Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust instrument entered into with respect to the proceeds of any bonds issued by the Financing Authority. The books and records of the Financing Authority in the hands of a trustee or the Treasurer shall be open to inspection at all reasonable times by representatives of any of the Members. The trustee appointed under any trust agreement shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust agreement. Said trustee may be given such duties in said trust instrument as may be desirable to carry out this Agreement.

Section 3.03 Funds. Subject to the applicable provisions of any instrument or agreement which the Financing Authority may enter into, which may provide for a trustee to receive, have custody of and disburse Financing Authority funds, the Treasurer shall receive, have the custody of and disburse Financing Authority 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.

All accounts or funds created and established pursuant to any trust agreement or indenture to which the Financing Authority is a party, and any interest earned or accrued thereon, shall inure to the benefit of the respective Member for which such funds or accounts were created.

Section 3.04 Annual Budget and Administrative Expenses. The Board shall adopt a budget for administrative expenses, that shall include all expenses not included in any financing issue of the Financing Authority, annually prior to July 1 of each year. The estimated annual administrative expenses of the Financing Authority shall be allocated by the Financing Authority to the Members proportionally, based on the benefit from any bonds outstanding.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.01 Term. This Agreement shall become effective, and the Financing Authority shall come into existence, on the date of execution and delivery hereof, and this Agreement and the Financing Authority shall thereafter continue in full force and effect so long as either (a) any bonds or other obligations of the Financing Authority remain outstanding or any material contracts to which the Financing Authority is a party remain in effect, or (b) the Financing Authority shall own any interest in any real or personal property.

Section 4.02 Disposition of Assets. Upon the termination of this Agreement, all property of the Financing Authority, both real and personal, shall be divided between the Members in such manner as agreed upon by the Members. After the completion of its purpose, any surplus moneys on hand shall be returned to its Members in proportion to the contributions made.

Section 4.03 Notices. Notices hereunder must in writing and will be sufficient if delivered to:

Jurupa Unified School District
4850 Pedley Road
Jurupa Valley, CA 92509
Attention: Assistant Superintendent of
Business Services

CFD No. 10 of the
Jurupa Unified School District
4850 Pedley Road
Jurupa Valley, CA 92509
Attention: Assistant Superintendent of
Business Services

Section 4.04 Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 4.05 Law Governing. This Agreement is made in the State of California under the Constitution and laws of the State of California, and is to be so construed.

Section 4.06 Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of any bonds issued by the Financing Authority or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of new parties (including any legal entities or taxing areas heretofore or hereafter created) in pursuance of the purposes of this Agreement.

Section 4.07 Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 4.08 Successors. This Agreement is binding upon and inures to the benefit of the successors of the respective Members. No Member may assign any right or obligation hereunder without the written consent of the other Member.

Section 4.09 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, as of the day and year first above written.

**JURUPA UNIFIED SCHOOL
DISTRICT**

By _____
President, Board of Education of Jurupa
Unified School District

Attest:

Clerk, Board of Education of
Jurupa Unified School District

**COMMUNITY FACILITIES DISTRICT
NO. 10 OF THE JURUPA UNIFIED
SCHOOL DISTRICT**

By _____
President, Board of Education of Jurupa
Unified School District, acting as the
legislative body of Community Facilities
District No. 10 of Jurupa Unified School
District

Attest:

Clerk, Board of Education of
Jurupa Unified School District, acting as the legislative body
of Community Facilities District No. 10 of Jurupa Unified
School District