

CITY OF YUBA CITY
STAFF REPORT

Date: February 4, 2020
To: Honorable Mayor & Members of the City Council
From: Administration
Presentation By: Terrel Locke, Assistant to the City Manager

Summary

Subject: Approve Tenant Commissioner Appointment to the Regional Housing Authority
Recommendation: Approve the re-appointment of Suzanne Gallaty as the Tenant Commissioner to the Regional Authority of Sutter and Nevada Counties Board of Commissioners
Fiscal Impact: None.

Purpose:

Approval of Regional Housing Authority Tenant Commissioner Appointment.

Background:

Per the Agreement with the Regional Housing Authority of Sutter and Nevada Counties, each Governing Body shall jointly appoint a Tenant Commissioner, per Section 34246.5 of the California Health & Safety Code. At their meeting on December 18, 2019, the Regional Housing authority approved the recommendation to reappoint Suzanne Gallaty as the Tenant Commissioner on the Board of Commissioners.

Analysis:

A request for approval of the recommended appointment to the Board of Directors has been received from the Regional Housing Authority for the Tenant Commissioner. This recommendation is compliant with the Agreement creating the Regional Housing Authority of Sutter and Nevada Counties. Each Governing Body also appoints two commissioners: the City of Yuba City citizen representative is David Waite, was appointed by the City Council on June 19, 2018 and the City Council representative is Councilmember Cardoza.

Fiscal Impact:

None.

Alternatives:

Do not approve and request that the Regional Housing Authority recruit for an alternative commissioner

Recommendation:

Approve the re-appointment of Suzanne Gallaty as the Tenant Commissioner to the Regional Authority of Sutter and Nevada Counties Board of Commissioners.

Attachments:

- A. Letter from Gustavo Becerra, Executive Director
- B. Application from Suzanne Gallaty
- C. California Health & Safety Code § 34246.5
- D. Regional Housing Authority By-laws
- E. Regional Housing Authority Joint Powers Agreement

Prepared by:

/s/ Terrel Locke

Terrel Locke
Assistant to the City Manager

Submitted by:

/s/ Michael Rock

Michael Rock
City Manager

ATTACHMENT A



REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993

Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775

www.RegionalHA.org

January 8, 2020

City Council
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993

RE: Tenant Commissioner Appointment

As per the Bylaws "The Board shall be composed of two Commissioners appointed by the Governing Body of the City of Yuba City; two Commissioners appointed by the Governing Body of the City of Live Oak; two Commissioners appointed by the Governing Body of the City of Colusa; two Commissioners appointed by the Sutter County Board of Supervisors; two Commissioners appointed by the Nevada County Board of Supervisors; two Commissioners appointed by the Yuba County Board of Supervisors; two Commissioners appointed by the Colusa County Board of Supervisors; and except as otherwise provided in section 34246.5 of the California Health & Safety Code, one Tenant Commissioner of the Housing Authority as appointed jointly by the Governing Bodies of the Cities of Live Oak, Colusa and Yuba City and the Board of Supervisors of the Counties of Sutter, Yuba, Colusa and Nevada upon the recommendation of the Housing Authority Board of Commissioners. The Member Governing Bodies shall notify the Secretary of the Housing Authority, in writing, of all appointments."

At the December 18, 2019 meeting of the Regional Housing Authority (RHA) Board of Commissioners meeting it was approved to recommend Suzanne Gallaty to be re-appointed to the Tenant Commissioner position.

The Regional Housing Authority requests the City of Yuba City City Council appoint Suzanne Gallaty as Tenant Commissioner pursuant to the Bylaws and the Agreement Creating the Regional Housing Authority.

Sincerely,

for Gustavo Becerra
Executive Director

ATTACHMENT B



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APPLICATION TO THE REGIONAL HOUSING AUTHORITY

BOARD OF COMMISSIONERS

Name: Suzanne Gallaty Phone: Home: 530- [REDACTED]
 Address: [REDACTED] Work: [REDACTED]
 City, Zip: Yuba City 95991 Email: [REDACTED]

Are you currently serving on a board/commission/committee/council? Yes No

Employment experience: Salvation Army 18 years
Family Shelter Director 1 yr Disaster Relief Dir.
Easter Seals Adult Day Program - Director Flood

Community and organization volunteer experience: FEAM Board
United Way Board, Kiwanis Club,

Education: Colusa Pacific College, Two Seminaries,
Several Higher Ed Seminars - Finance to Humanit

Other experience or training: Police Chaplain, 18 yr family
Business,

COMMISSIONER QUALIFICATIONS AND REQUIREMENTS

Commissioner appointments to the Regional Housing Authority have certain statutory and regulatory qualifications and requirements that must be met by candidates. These qualifications and requirements include but are not limited to:

1. If applying for the Tenant Commissioner position, you must be a resident at one of the properties owed/managed by the Regional Housing Authority
2. Able to participate in public meetings and willing to make necessary time commitment.
3. Able to work as a team member with other commissioners and Executive Director on building consensus towards the best stewardship of scarce public resources to address local housing needs.
4. Prior public commission or committee experience is desirable.
5. Knowledge of local community and interest in affordable housing issues. Specialized knowledge of real estate, construction, landlord/tenant, finance, or Social Services is beneficial.
6. Cannot have any Conflict of Interest with any housing programs (See Code of Conduct attached)



The Housing Authority is an equal opportunity employer and housing provider.



Certification: I certify that all of the above statements made on this application are true to the best of my knowledge. I understand that any incorrect statements made may disqualify me from appointments to the Board of Commissioners of the Regional Housing Authority.

Signature 

Date 9-24-19

Thank you for your application. Applications are only good for one year. Your application will be considered by the Regional Housing Authority if a vacancy exists and you meet the requirements. **Please mail or deliver your completed application to Regional Housing Authority, 1455 Butte House Road, Yuba City, CA 95993.**



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SUPPLEMENTAL QUESTIONNAIRE

Regional Housing Authority- Board of Commissioners

Name: Suzanne Gallaty Phone: Home: 530- [redacted]
 Address: [redacted] Work: [redacted]
 City, Zip: Yuba City 95991 Email: [redacted]

Please answer the following questions (use additional sheets, if necessary):

Describe why you are interested in becoming a Commissioner of the Regional Housing Authority (RHA).

my whole life my passion has been to assist, inspire and encourage others, to accomplish their God given potentials. As a Commissioner - I continue my life ministry - passion =

Describe some of the issues facing RHA and indicate how you would address them.

As the Resident Rep. I would like to be part of developing a Resident Advisory Board or Home call it -- council - in the past timing was not right - I believe the timing is now right. SEE ATTACHMENT - This is one of my expertise
Other issues: Growth always a challenge even healthy growth. New Commissioners, New Staff both with new ideals -- all Good. One concern - Commissioners becoming too relaxed

Certification: I certify that all of the above statements made on this supplemental questionnaire are true to the best of my knowledge. I understand that any incorrect statements made may disqualify me from appointments to the Regional Housing Authority Board of Commissioners.

Signature [Signature] Date 9-24-19

Thank you for completing the supplemental questionnaire. Please mail or hand deliver this document and your résumé (or a detailed list of your educational background, employment history, and volunteer activities) to Regional Housing Authority, 1455 Butte House Road, Yuba City, CA 95993.

ATTACHMENT C

California Code, Health and Safety Code - HSC § 34246.5

(a) The governing bodies party to an agreement entered pursuant to [Section 34246](#) shall jointly appoint a tenant of the area housing authority as commissioner of such authority. If the area housing authority does not have tenants, the governing bodies shall appoint a tenant of the area housing authority to the commission within one year after the area housing authority first does have tenants.

(b) The appointment of a tenant commissioner shall be in lieu of the appointment of a commissioner at large pursuant to [Section 34246](#) . If a commissioner at large is in office on the effective date of this section, the tenant commissioner initially appointed shall take office at such time as the term of the commissioner at large shall expire.

(c) The tenant appointed as a commissioner shall serve for a term of two years, but only so long as he remains a tenant of the area housing authority. His successors shall also be tenants of the area housing authority and shall be appointed jointly by the governing bodies for terms of two years, except that a vacancy shall be filled for the unexpired term.

(d) A tenant appointed as a commissioner shall have all the rights, powers, duties, privileges, and immunities of any other commissioner.

ATTACHMENT D

**BY-LAWS OF
REGIONAL HOUSING AUTHORITY**

ARTICLE I. – NAME & PURPOSE

Section 1. – Name

The name of the Authority shall be “Regional Housing Authority”.

Section 2. – Purpose

The Regional Housing Authority (“the Housing Authority”) is established for the purposes and shall exercise the powers set forth in that certain Agreement Creating the Regional Housing Authority, which Agreement created the Regional Housing Authority, effective April 20, 2011, (the “Agreement”) and the Housing Authority Law (California Health & Safety Code section 34200 et seq.) which authorizes counties and cities by agreement to create an area housing authority in areas sharing regional or area-wide housing problems. The definition of terms used in these By-Laws shall be the same as contained in the Agreement, unless otherwise expressly provided herein.

Section 3. – Offices

The principal office for the transaction of the business of the Housing Authority is hereby fixed and located at 1455 Butte House Road, Yuba City, California. The Board of Commissioners may change the location of the principal office within the area where the Housing Authority is qualified to do business.

ARTICLE II. – BOARD OF COMMISSIONERS

Section 1. – Powers of Commissioners

Subject to the powers and limitations as provided by law, the Agreement, or these By-laws, all powers of the Housing Authority shall be exercised, its property controlled and its affairs conducted by the Board of Commissioners (the “Board”), as is further specified in the Agreement.

Section 2. – Composition of the Board and Terms of Commissioners

The Board shall be composed of two Commissioners appointed by the Governing Body of the City of Yuba City; two Commissioners appointed by the Governing Body of the City of Live Oak; two Commissioners appointed by the Governing Body of the City of Colusa; two Commissioners appointed by the Sutter County Board of Supervisors; two Commissioners appointed by the Nevada County Board of Supervisors; two Commissioners appointed by the Yuba County Board of Supervisors; two Commissioners appointed by the Colusa County Board of Supervisors and except as otherwise provided

in section 324246.5 of the California Health & Safety Code, one Tenant Commissioner of the Housing Authority as appointed jointly by the Governing Bodies of the Cities of Live Oak, Colusa and Yuba City and the Board of Supervisors of the Counties of Sutter, Yuba, Colusa and Nevada upon the recommendation of the Housing Authority Board of Commissioners. The Member Governing Bodies shall notify the Secretary of the Housing Authority, in writing, of all appointments.

Non-tenant Commissioners shall serve for a term of four (4) years. Vacancies shall be filled for the unexpired portion of the term. The Tenant Commissioner jointly appointed shall serve for a term of two (2) years. His/her successor shall be appointed jointly by the Governing Bodies of the respective jurisdictions for the terms of two (2) years except that a vacancy shall be filled for the unexpired term, but only so long as he/she remains a tenant of the Housing Authority. His/Her successor shall also be a tenant of the Housing Authority and shall be appointed jointly by the Governing Bodies for the term of two (2) years except that a vacancy shall be filled for the unexpired term.

Regardless of the length of their term, Commissioners shall remain in office until their successor is sworn and assumes the office.

Section 3. – Voting Rights

Commissioners shall have one vote each at meetings of this Board.

Section 4. – Additional Commissioners

Additional Commissioners may be added from time to time to represent additional Governing Bodies, provided that the addition of parties to the Agreement shall be approved by the Housing Authority and an affirmative vote of a majority of the Member Governing Bodies.

Section 5. – Vacancies

Any vacancy occurring on the Board, whether because of death, incapacity, resignation, increase in the number of Commissioners, removal or otherwise, shall be filled by the Governing Body of the respective Member City or County.

Section 6. – Resignation

Any Commissioner representing a Member Governing Body may resign at any time by giving written notice of such resignation to the Secretary of the Housing Authority and to the appointing Member Governing Body. Notwithstanding Section 2, such resignation shall be effective at the time specified therein, and acceptance of such resignation shall not be necessary to make it effective. The Secretary shall also inform the appointing Governing Body of such resignation.

Section 7. – Attendance at Meetings

Absence for three (3) consecutive meetings shall constitute neglect of duty as set forth in California Health and Safety Code section 34282 and shall be cause for removal from office by the appointing Governing Body. The vacant position shall be filled by the appointing Member City's or County's Governing Body.

Section 8. – Removal

A Commissioner may be removed, for cause, by the respective Member Governing Body as set forth in California Health and Safety Code Section 34282 or its successor statute.

Section 9. – Withdrawal/Cancellation

Commissioners who represent Member Governing Bodies, which withdraw or are cancelled, as parties to the Agreement shall be removed as members of the Board and its Committees.

Section 10. – Conflict of Interest

- A. No Commissioner or officer who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, unless a full written disclosure has been received by the Executive Director, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. (amended on 05/03/2006, resolution 06-1091)
- B. Family is defined as parents, spouse, siblings, grandparents, grandchildren, significant other and domestic partner.

ARTICLE III. – MEETINGS OF THE BOARD

Section 1. – Annual Meeting

The Annual Meeting of the Housing Authority shall be held on the first regular meeting of April or any other day so designated by the Commissioners at such time and at such place as the Commissioners may designate for the purposes of the election and the installation of officers, and the transaction of other business.

Section 2. – Regular Meetings

Regular meetings of the Housing Authority shall be held at the regular meeting place of the Housing Authority at such time and places as may be provided by resolutions adopted from time to time by the Board, unless the same shall be a legal holiday, in which event said meeting shall be held on the next succeeding secular day. Upon the Secretary's recommendation, the Chairperson may cancel any of the regular scheduled meetings if there is not sufficient business to transact, or may schedule additional Special Meetings for urgent business as circumstances require.

Section 3. – Place of Meetings

Regular meetings of the Board shall be held at any place as may be designated from time to time by the Board. In the absence of such designation, meetings shall be held at principal office of the Housing Authority.

Section 4. – Special Meetings

The Chairperson of the Housing Authority may, when he/she deems it expedient, and shall, upon the written request of two (2) Board Members of the Housing Authority, call a Special Meeting of the Board for the purpose of transacting any business designated in the call. The call for a Special Meeting may be delivered to each member of the Board at least twenty four (24) hours prior to the meeting, or may be mailed to the business or home address of each member of the Board at least two (2) days prior to the date of such Special Meeting, or may be waived by written waiver signed by all the members of the Board prior to the meeting. At such Special Meeting, no business shall be considered other than designated in the call.

Section 5. – Notices of Meetings and Posting of Agendas

Notice of time and place of all regular and special meetings shall be delivered personally, emailed or sent by first-class mail and addressed to each Commissioner and each Member Governing Body at the Commissioner's and Member Governing Body's address as it is shown on the records of the Housing Authority.

Section 6. – Quorum

The powers of the Housing Authority shall be vested in the Commissioners thereof in office from time to time. Three-fifths (3/5) of the Commissioners of the Housing Authority presently serving on the Board shall constitute a quorum for the purpose of conducting business in exercising its powers and for all other purposes.

Section 7. – Manner of Voting

Voting on all Resolutions coming before the Housing Authority shall be by roll call, and the "yeas" and "nays" shall be entered upon the Minutes of such meeting. The

concurrence of a majority of the Commissioners appointed shall be necessary to take any action.

All Resolutions shall be in writing and shall be entered in a journal of the proceedings of the Authority.

Section 8. – Open Meetings

All regular and special meetings of the Board shall be held in compliance with the provisions of Health and Safety Code Section 34283 and the Ralph M. Brown Act, California Government Code Section 54950, et seq.

Section 9. – Fees and Compensation

Commissioners shall not receive any salary for their services as Commissioners; however, by action of the Board, reasonable expenses may be reimbursed. In addition, the Board may act to approve a per diem for Commissioners as allowed by California Health and Safety Code Section 34274.

ARTICLE IV. – OFFICERS

Section 1. – Officers

The officers of the Housing Authority shall be a Chairperson, Vice-Chairperson, a Secretary, and such other officers as the Board may appoint.

Section 2. – Election

The Board shall elect the Chairperson and Vice-Chairperson from among its members. The Secretary shall be the Executive Director of the Housing Authority. Elected officers shall serve terms of one year or until their successors are elected and qualified. Such election shall be held at the annual organizational meeting of the Board and shall be conducted by the Secretary.

Section 3. – Chairperson

The Chairperson of the Board shall preside at all meetings of the Board, and shall have such other powers and duties as may be prescribed from time to time by the Board. Except as otherwise authorized by Resolution of the Housing Authority, the Chairperson shall sign all contracts, deeds and other instruments made by the Housing Authority.

Section 4. – Vice-Chairperson

The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson; and in the case of the resignation or death of the Chairperson, the Vice-Chairperson shall perform such duties as are imposed on the

Chairperson until such time as the Housing Authority shall select a new Chairperson. The Vice-Chairperson shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

Section 5. – Secretary

The Secretary shall be the Executive Director of the Housing Authority and, as Executive Director; he/she shall have general supervision over the administration of its business and affairs, subject to the direction of the Board. He/she shall be charged with the management of the Housing Projects of the Housing Authority.

As Secretary, he/she shall keep the records of the Housing Authority, shall act as secretary of the meetings of the Housing Authority, and its Board, and record all votes, and shall keep a record of the proceedings of the Housing Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his/her office. He/she shall keep in safe custody the seal of the Housing Authority and shall have power to affix such seal to contracts and instruments authorized to be executed by the Housing Authority.

The Secretary shall also be the Treasurer of the Housing Authority. As Treasurer, he/she shall have the care and custody of all funds of the Housing Authority and shall deposit the same in the name of the Housing Authority in such bank or banks as the Housing Authority may select. He/she shall sign all orders and checks for the payment of money and shall pay out and disburse such monies under the direction of the Board. Except as otherwise authorized by Resolution of the Board, all such orders and checks shall be countersigned by the Chairperson. He/she shall keep regular books of accounts showing receipts and expenditures and shall render to the Board, bi-annually, an account of his/her transactions, and also of the financial conditions of the Housing Authority.

The compensation of the Secretary shall be determined by the Board, provided that a temporary appointee selected from among the Commissioners of the Housing Authority shall serve without compensation (other than payment of necessary expenses).

Section 6. – Additional Duties

The officers of the Housing Authority shall perform such other duties and functions as may from time to time be required by the Housing Authority or the By-Laws or Rules and Regulations of the Housing Authority.

Section 7. – Terms of Office

The officers of the Housing Authority shall be elected at each Annual Meeting to serve until their successor is elected and qualified. All officers shall be elected on an annual basis. All other officers of the Housing Authority shall be permitted to succeed themselves at the will of the Commissioners.

Section 8. – Vacancies

Should the offices of Chairperson and Vice-Chairperson become vacant, the Housing Authority shall elect a successor from its Commissioners at its next regular meeting, and such election shall be for the unexpired term of said office. When the office of Secretary becomes vacant, the Housing Authority shall appoint a successor, as aforesaid.

Section 9. – Removal and Resignation

Any officer may be removed by a majority of the voting Commissioners at any regular or special meeting of the Board.

Any officer may resign at any time by giving written notice to the Board, the Chairperson of the Board, or the Secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V. – COMMITTEES OF THE BOARD

Section 1. – Committees Generally

Committees of the Board may be appointed as needed by the Chairperson. Each Committee shall exercise such power and carry out such functions as are designated by these By-Laws or as delegated by the Board from time to time. Except as otherwise provided by the Board or these By-Laws, such committees shall be advisory only and subject to the control of the Board.

Section 2. – Quorum, Meetings

A majority of the members of a committee shall constitute a quorum at any meeting of that committee, and all recommendations to the Board shall require a majority vote of those members present. Each committee shall meet as often as is necessary to perform its duties. A memo describing any recommendations made shall be presented to the Board.

Section 3. – Vacancies

Vacancies in any committee shall be filled for the unexpired portion of the term in the same manner as provided in the case of original appointment.

Section 4. – Expenditures

Except as may otherwise be provided by the Board or by these By-Laws, any expenditure of funds by a committee shall require prior approval of the Board.

Section 5. – Fees and Compensation

Commissioners shall not receive any salary for their services as members of a Committee; however, a stipend equal to the amount paid for attendance of all Regular or Special Board of Commissioner meetings shall be paid to Committee members as allowed by California Health and Safety Code Section 34274.

ARTICLE VI. – ADMINISTRATION

Section 1. – Executive Director/Secretary

The Executive Director of the Housing Authority shall serve as the Executive Director and Secretary of the Housing Authority. The Executive Director, or designee, shall attend meetings of the Board, but shall have no vote, and shall administer the business and activities of the Housing Authority, including those specific duties assigned by the Board or required by the Agreement. The duties as Secretary shall be as prescribed by Section 5 of Article IV above.

The Executive Director shall provide for such other employees as may be necessary for management of the Housing Authority's business, subject to approval by the Board, or the Housing Authority's Executive Committee

Section 2. – Duties of Executive Director

The authority and responsibility of the Executive Director, and where appropriate, his/her designee, and to whom the Board shall provide policy direction, shall include:

- A. Exercising responsibility for the selection, employment and supervision of all other employees of the Housing Authority.
- B. Coordinating and carrying out the Housing Authority's purposes and objectives according to the policies and procedures of the Housing Authority, the policy direction of the Board and the approved work program; including reporting at the next regular meeting relative to the exercise of any significant powers of duties;
- C. Attending, as a non-voting member, the meetings of the Board and its committees;
- D. Representing the Board and the Housing Authority in dealings with the public and other organizations;
- E. Reporting the Housing Authority's activities to the parties to the Agreement at such times and in such manner as prescribed by them

- F. Performing such specific duties as are set forth in the Agreement; and
- G. Performing such specific duties that are delegated by the Board.

ARTICLE VII. – MISCELLANEOUS

Section 1. – Agents and Representatives

The Board may appoint such agents and representatives of the Housing Authority with such power and to perform such acts or duties on behalf of the Housing Authority, as the Board may see fit, so far as may be consistent with the Agreement, these By-Laws and applicable laws.

Section 2. – Bonding

Officers, Commissioners and employees handling funds shall be properly bonded as determined by the Board of Commissioners.

Section 3. – Fiscal Year

The fiscal year of the Housing Authority shall end on March 31.

Section 4. – Authority of Payments

All invoices, billings and claims for payment of losses shall be approved and signed by any two of the following before payment.

- A. Chairperson of the Board;
- B. The Vice-Chairperson of the Board;
- C. The Executive Director/Secretary; or
- D. Specific check signers designated by Board Resolution.

Section 5. – Rules of Procedure for Meetings

All meetings of the Board, the Executive Committee and other committees or bodies of the Housing Authority shall be conducted in accordance with Robert's Rules of Order, provided that in the event of any conflict, such rules shall be superseded by the Agreement, these By-Laws and California Law.

ARTICLE VIII. – AMENDMENT OF BY-LAWS

The By-Laws of the Housing Authority shall be amended only with the approval of at least six (6) Commissioners of the Housing Authority at a regular or a special meeting. No such amendment shall be adopted unless at least thirty (30) days written notice thereof has been previously given to all Commissioners of the Housing Authority. The secretary of the Housing Authority shall prepare and distribute any revisions to all parties to the Agreement.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly appointed and acting Secretary of the Regional Housing Authority.
2. That the forgoing By-Laws, comprising ten (10) pages, including this page, constitute the By-Laws of said Housing Authority as duly restated and adopted by the Board of Commissioners of said Housing Authority at a meeting duly held on September 19, 2018.

IN WITNESS WHEREOF, I hereunto subscribed my name this 19th day of September 2018.



Gustavo Becerra
Executive Director and Secretary

ATTACHMENT E

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN SUTTER, NEVADA, YUBA AND COLUSA COUNTIES, AND THE
CITIES OF LIVE OAK, YUBA CITY AND COLUSA, FOR THE PURPOSE OF
CREATING A REGIONAL HOUSING AUTHORITY

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into this 6th day of July, 2016, by and between the counties of Sutter, Nevada, Yuba and Colusa (collectively "Counties") and the cities of Yuba City, Live Oak and Colusa (collectively "Cities"). Counties and Cities are collectively referred to as "Members" or "Member Agencies." This Agreement supersedes and repeals the "Agreement Creating the Regional Housing Authority of Sutter & Nevada Counties" approved as of April 20, 2011 ("Original Agreement").

WITNESSETH

WHEREAS, each Member is empowered by law to establish a housing authority within its respective geographical territory, pursuant to Health & Safety Code sections 34340, et seq (the "Housing Authority Law") and to participate in federal housing programs; and

WHEREAS, Government Code Section 6500, et seq, (the "JPA Law") authorizes public agencies to enter into an agreement related to the joint exercise of power common to the parties to the Agreement, and the exercise of such additional powers as granted under the JPA Law; and

WHEREAS, Health & Safety Code Section 34324 allows two or more authorities to join or co-operate with one another in the joint exercise of any or all of their powers, including the ability to form a Regional Housing Authority; and

WHEREAS, each Member has determined by resolution that it has a need for a Housing Authority to function within its jurisdiction, that a housing authority exists within its jurisdiction (except in the case of the County of Colusa and City of Colusa) and that said housing authority is duly authorized by law to participate in a Regional Housing Authority as contemplated by this Agreement; and

WHEREAS, in 1946 the County of Sutter established a County Housing Authority, which duly operated as such until 1994 under the applicable provisions of the Housing Authority Law; and

WHEREAS, the cities of Live Oak and Yuba City declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243; and

WHEREAS, in 1992 the County of Sutter and the cities of Live Oak and Yuba City formed a consolidated housing authority known as the Consolidated Area Housing Authority of Sutter County, which duly operated as such until 2011; and

WHEREAS, in 1992 the County of Nevada established a County Housing Authority, which duly operated as such until 2011; and

WHEREAS, in April 2011 the Consolidated Area Housing Authority of Sutter County and the Nevada County Housing Authority entered into a Joint Exercise of Powers Agreement to create the Regional Housing Authority of Sutter & Nevada County, which has duly operated as a regional housing authority since that time; and

WHEREAS, in 1980, the County of Yuba established a County Housing Authority, which has duly operated as such since then; and

WHEREAS, in 2016, the County of Colusa declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, in 2016, the City of Colusa declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, the Member Agencies deemed it necessary and appropriate to create a separate public entity under a joint exercise of powers agreement, to form, participate in and operate a Regional Housing Authority encompassing the geographical territories of the Member Agencies to address regional and area-wide housing problems, combine their respective resources and direct their respective efforts in a more concentrated manner toward the alleviation of such problems. The Members further recognize that the creation of a Regional Housing Authority will permit unified long-term approaches to addressing housing issues within expanded yet cohesive areas of operation; and,

WHEREAS, upon the adoption of this Agreement and the appointment of all additional Commissioners hereto, title to all properties owned or held by or in trust for the housing authorities operated by the counties of Yuba or Colusa and/or City of Colusa, together with all debts, demands, liabilities or other obligations existing in favor of or against such housing authorities shall become those of the Regional Housing Authority.

NOW THEREFORE, the Boards of Supervisors of the Counties of Sutter, Nevada, Yuba and Colusa and the City Councils of Live Oak, Yuba City and Colusa for and in consideration of the mutual promises and agreements herein contained do agree as follows:

1. Formation of Agency. The Regional Housing Authority of Sutter and Nevada Counties ("Authority") was established in 2011 as an authority and a public entity separate and distinct from its Members, and which may sue and be sued. The Authority is hereby amended to add the counties of Yuba and Colusa, and the City of Colusa as Member Agencies and, is hereby renamed as the Regional Housing Authority of Sutter, Nevada, Yuba and Colusa Counties. A county or city may become a Member of the Authority upon (1) its governing body expressly ratifying and adopting this Agreement, and (2) amendment of this Agreement pursuant to Paragraph 14, below.
2. Purpose. The purpose of this Agreement is to create a separate public entity to provide for the joint participation by Members, as Members of the Authority, to:

- (a) Address regional and area wide housing problems;
 - (b) Provide for unified long-term approaches to addressing housing needs within the scope of the Authority's jurisdiction;
 - (c) Prevent unnecessary duplication of effort on behalf of Members;
 - (d) Assume any additional purposes, duties and functions as may be determined by all parties to this Agreement.
3. Powers. The Authority shall have any and all common powers of the individual housing authorities organized and operated by the parties to this Agreement, and the powers separately conferred by law upon the Authority. All such powers, whether common to the parties or separately conferred by law upon the Authority, are specified as powers of the Authority except any such powers that are specifically prohibited to the Authority by applicable law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of any of its respective Member Agencies.
4. Governing Board. The governing board of the Authority shall be referred to as the "Board of Commissioners" and shall be composed of the following directors:
- (a) Member Representatives. Two (2) persons appointed by the governing bodies of each Member Agency.
 - (b) Tenant Representative. As required by Health & Safety Code Section 34246.5, one Tenant Commissioner to be recommended by the Board of Commissioners and jointly appointed by the governing bodies of all Member Agencies. The Tenant Commissioner shall be a tenant of the Authority as of the date of his or her appointment to the Board.
 - (c) Vacancies. Vacancies shall be filled in the same manner as the initial Commissioners are selected.
 - (d) Notification of Appointments. Member Agencies shall notify the Secretary of the Housing Authority, in writing, of all appointments to the Authority Board.
 - (e) Member Representative Terms. Member Representatives shall be appointed to four (4) year terms; provided, however, that no such Commissioner shall continue to be a Commissioner if the appointing board or council ceases to be a Member Agency.
 - (f) New Member Representatives. New Members Agencies shall designate one of their initial Member Representatives to serve for an initial term of three (3) years and one to serve for an initial term of four (4) years. All successor appointees to the Board shall be appointed for four (4) year terms, except that all mid-term vacancies shall be filled only for the unexpired portion of the term.
 - (g) Tenant Representative Terms. The term of office of the Tenant Representative shall be two (2) years; provided, however, that no such Representative shall continue to be a Commissioner if the Representative ceases to be a tenant of the Authority. All successor Tenant Representatives shall be appointed to two (2) year terms, except that all mid-term vacancies shall be filled only for the unexpired portion of the term.
 - (h) Removal of Commissioners. Pursuant to Health & Safety Code section 34282, Commissioners may be removed for inefficiency, neglect of duty or misconduct in office

by the governing body of the Member Agency that appointed him or her or, in the case of a Tenant Representative, by the Board of Commissioners.

- (i) Quorums; Majority Vote Required. Three-fifths (3/5ths) of the Commissioners of the Authority shall constitute a quorum for the purpose of conducting business, exercising the powers of the Authority, and for all other purposes. A majority of the directors present shall be required to vote affirmatively for any action in order for said action to be valid and effective.
- (j) Chair; Vice Chair. The Board of Commissioners shall select from its membership a chair and a vice-chair, each of whom shall serve for a term of one year.
- (k) Attendance. Member Agencies understand and agree that, in order for the Authority to function effectively, it is imperative to have an active, engaged and full Board. To that end, Member Agencies will use all due diligence and reasonable efforts to appoint Commissioners who have the time, expertise and interest to participate in the governance of the Authority.
- (l) Board Authority. Upon appointment of all required Commissioners has hereinabove provided, the Authority shall (i) be authorized to exercise all of the powers and transact all of the business which a housing authority is authorized to conduct pursuant to the Housing Authority Law; (ii) be vested with the powers and duties of all housing authorities previously created by Member Agencies and, upon the vesting of such powers and duties, be authorized to exercise all such powers and duties; (iii) be vested with all title, right and interest in any properties or housing projects owned or operated by all housing authorities previously created by Member Agencies and shall immediately transfer to and accept title in the Authority's name of any property owned or held in trust by said housing authorities; (iv) accept and assume any and all debts, demands, liabilities or obligations existing in favor of or against all housing authorities previously created by Member Agencies, and any proceedings of such housing authorities shall become those of the Authority. All such powers and duties, all right, title, and interest to property and all assumptions of debts, demands, liabilities, obligations and proceedings shall be deemed to have the same validity, force and effect as if acquired, incurred, accrued or taken by the Authority.

5. Duties of Governing Board. The Board shall have the following duties and powers:

- (a) To act as the policy making body of the Authority;
- (b) To act as the executive body of the Authority, which power said Board may delegate to staff to the extent the Authority deems appropriate and is otherwise in accordance with law;
- (c) To enter into contracts and to accept and expend funds from federal, state, Member Agencies, and other sources for the purposes specified herein;
- (d) To prepare, review and update a strategic or other long-term plan for the District, establish priorities for projects and funding applications, make progress reports to applicable federal, state and local agencies related to Authority business, and make such other reports as may be required or appropriate;

- (e) To assist and work with Member Agencies in providing housing programs or meeting federal, state or local housing requirements or complying with local community desires;
 - (f) To buy, sell and manage property and housing projects, and to hold all right, title and interest in said properties and projects, within the Authority's geographical areas of operation, or by contract as authorized by applicable Health & Safety Code provisions. Pursuant to Health & Safety Code section 34327, the Authority's areas of operation shall be the combined areas of operation for each of its Member Agencies, to wit the Counties and Cities in accordance with Health & Safety Code sections 34208 and 34209.
 - (g) To manage Section 8 housing voucher programs and provide other housing-related services consistent with the authority granted to the Board under the Housing Authorities Law;
 - (h) To exercise the powers and duties of the respective Housing Authorities that were previously established by Member Agencies.
 - (i) To appoint or hire such staff or contract with such entities or individuals as the Board deems necessary to carry out the Authority's functions and purposes.
 - (j) To receive appropriate training and travel reimbursements incurred in the discharge of their duties, in compliance with state law. Commissioners shall not receive any compensation for attending Board meetings other the meeting per diem authorized by Health & Safety Code section 34274.
6. Budget. An annual budget for the operation of the Authority and fiscal year shall be adopted by the Board.
7. Fiscal Year. For purposes of this Agreement, the Authority shall have a fiscal year from April 1 to and including the following March 31.
8. Custody of funds; reporting. All receipt and payments of public funds shall be paid to and disbursed by Authority which shall be strictly accountable for all funds and responsible for reporting to the Members hereof as requested or otherwise required by law. The Board shall establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of the Authority shall be open to inspection at all reasonable times by any party to this agreement or its representatives. Annual audits of the Authority's accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code. The Authority shall maintain all such audit report and any management letters arising from said reports for a period of five (5) fiscal years after the report has been issued, and copies of said documents or other public records shall be promptly provided to Member Agencies upon their request.
9. Limitations on Expenditures. The Board and every official or employee of the Authority shall be limited in the making of expenditures or the incurring of liabilities to the amount of appropriations allowed by the budget as adopted by the Board or thereafter revised by the Board. No

expenditure of any kind or contract entered into on behalf of Authority without approval by the Board, except as otherwise provided by law, warrants issued, expenditures made or liabilities incurred in excess of any budget appropriation are not a liability of the Authority or a liability of any party to this Agreement.

10. Member Not Liable for Debts of Authority. Pursuant to Section 6508.1 of the California Government Code, the debts, liabilities, and obligations of the Authority shall be those of the Authority and shall not, under any circumstances, constitute debts, liabilities or obligations incurred by any party to this Agreement. Should any debt, liability or obligation of the Authority not be waived or allowed payable through assets of the Authority, none of the members shall be liable.
11. Insurance. During the term of this Agreement, the Authority shall maintain general liability insurance coverage, as well as errors and omissions coverage, in a sum not less than \$2 million per occurrence. The insurance shall contain a written endorsement to such policy or policies which names each of the Member Agencies as additional insureds.
12. Legal Services. The Authority may call upon the Office of the County Counsel for the County of Sutter for legal services, or may employ its own separate legal counsel.
13. Duration of Agreement. Any Member may withdraw from the Authority at any time by providing at least sixty (60) days written notice to the Secretary to the Board. This Agreement shall continue in effect until terminated by agreement or withdrawal of all but one of the County or City Members. Withdrawal by any Member shall relieve said Member from any further rights or obligations to the Authority as of the effective date of the notice of termination.
14. Termination of the Authority. In the event the Authority is terminated by agreement, the property and monies on hand at the time of termination, after all debts and liabilities are paid, shall be distributed among the parties to the then Members of the Authority in accordance with their proportionate contributions thereto. Consistent with applicable laws and restrictions on transfer of properties under the Authority's ownership or control, the Authority may sell such property as may be necessary to pay any outstanding debts, liabilities or obligations of the Authority upon termination. Any Member who withdraws from the Authority prior to termination of the Authority shall forfeit all of its right, title and interest to all such property and monies; except that any property or housing projects which require ongoing management services or oversight and which cannot be otherwise sold or transferred at the time of dissolution shall become the sole responsibility of the Member Agency in whose jurisdiction the project lies, and shall not be a debt, obligation or other burden on any other Member Agency.

The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay

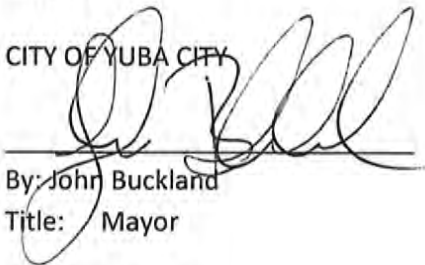
and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

15. New Members. With the approval of all Member Agencies, any qualified public agency (as defined by Government Code Sections 6500 and the Housing Authority Law) may become a party to this Agreement. A party to this Agreement may be a voting member. A public agency requesting membership may apply by presenting to the Authority a certified resolution of the public agency approving this Agreement. The date and terms upon which the applying public agency will become a member will be determined by the Member Agencies, based on a recommendation from the Board of Commissioners.
16. Agency Designation: Pursuant to Government Code section 6509, the Authority's exercise of power is subject to the restrictions upon the manner of exercising the powers of its Member Agencies.
17. Severability. Should any part, term or provision of this Agreement be decided by a 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.
18. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument mutually agreed upon and signed by all Member Agencies.
19. Counterparts; Effective Date. This Agreement may be executed in counterpart and when so executed by each and every party hereto shall be deemed to be executed by all parties as if it were a single document. Said executed counterparts shall be retained by Authority and the Authority shall distribute to all other parties copies of said original counterparts promptly after execution, or upon request of a Member. The effective date of this Agreement shall be the date on which the last Member Agency executes this Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY


By: John Buckland

Title: Mayor

CITY OF LIVE OAK

By:

Title:

COUNTY OF SUTTER

By:

Title:

COUNTY OF NEVADA

By:

Title:

COUNTY OF YUBA

By:

Title:

COUNTY OF COLUSA

By:

Title:

CITY OF COLUSA

By:

Title:

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY

By:
Title:

CITY OF LIVE OAK

Sakhi S. Phay

By:
Title:

COUNTY OF SUTTER

By:
Title:

COUNTY OF NEVADA

By:
Title:

COUNTY OF YUBA

By:
Title:

COUNTY OF COLUSA

By:
Title:

CITY OF COLUSA

By:
Title:

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY

By:

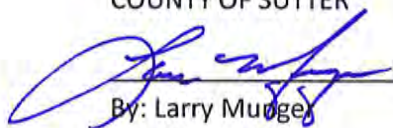
Title:

CITY OF LIVE OAK

By:

Title:

COUNTY OF SUTTER



By: Larry Mudge

Title: Chairman

COUNTY OF NEVADA

By:

Title:

COUNTY OF YUBA

By:

Title:

COUNTY OF COLUSA

By:

Title:

CITY OF COLUSA

By:

Title:

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY

By:
Title:


CITY OF LIVE OAK

By:
Title:

COUNTY OF SUTTER

By:
Title:

COUNTY OF NEVADA



By: Dan Miller
Title: Chair, Nevada County Board of Supervisors

COUNTY OF YUBA

By:
Title:

COUNTY OF COLUSA

By:
Title:

CITY OF COLUSA

By:
Title:

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY

By:
Title:

CITY OF LIVE OAK

By:
Title:

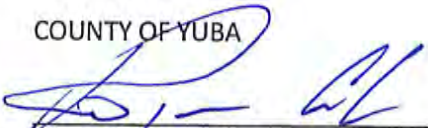
COUNTY OF SUTTER

By:
Title:

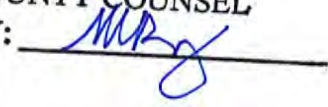
COUNTY OF NEVADA

By:
Title:

COUNTY OF YUBA



By: Roger Abe
Title: Chair

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES
COUNTY COUNSEL
BY: 

COUNTY OF COLUSA

By:
Title:

CITY OF COLUSA

By:
Title:

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY

By:
Title:

CITY OF LIVE OAK

By:
Title:

COUNTY OF SUTTER

By:
Title:

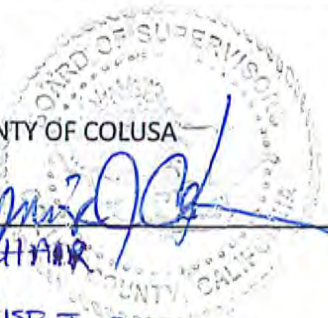
COUNTY OF NEVADA

By:
Title:

COUNTY OF YUBA

By:
Title:

COUNTY OF COLUSA


By: CHAIR
Title:
DENISE J. CARTER
CITY OF COLUSA

By:
Title:

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY

By:
Title:

CITY OF LIVE OAK

By:
Title:

COUNTY OF SUTTER

By:
Title:

COUNTY OF NEVADA

By:
Title:


COUNTY OF YUBA

By:
Title:

COUNTY OF COLUSA

By:
Title:

CITY OF COLUSA


By: Randall L. Dunn
Title: Interim City manager