

CITY OF YUBA CITY  
STAFF REPORT

**Date:** August 16, 2016

**To:** Honorable Mayor & Members of the City Council

**From:** Administration

**Presentation By:** Terrel Locke, Assistant to the City Manager

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**Summary**

**Subject:** Amendment to the Regional Housing Authority of Sutter and Nevada Counties Agreement

**Recommendation:** Authorize the Mayor to sign the Amendment to the Agreement with Regional Housing Authority of Sutter and Nevada Counties adding Yuba County and the City and County of Colusa

**Fiscal Impact:** None

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**Purpose:**

The Regional Housing Authority mission is to enhance communities by creating and sustaining decent, safe and affordable living environments that foster stability and increase self-sufficiency for people with lower incomes.

**Background:**

The United States Department of Housing and Urban Development (HUD) has been promoting a regional approach to the management of their programs. The goal of this approach is to combine the resources of smaller agencies that administer few programs with the resources of larger agencies that are responsible for a greater variety of programs.

On April 20, 2011, the cities of Yuba City, Live Oak and the counties of Sutter and Nevada created the Regional Housing Authority for Sutter and Nevada Counties (Housing Authority).

In May 2015, the Housing Authority requested that Yuba City sign an amended agreement, adding Yuba County. This amendment was ultimately not approved as Nevada County did not ratify the amendment. Nevada County believed that the City and County of Colusa should also be added to the member jurisdictions as the Housing Authority provides Section 8 Voucher program services to Colusa County and also owns property in the city of Colusa.

**Analysis:**

The Housing Authority has prepared the attached Amendment to the Agreement for approval by the cities of Colusa, Yuba City and Live Oak and the counties of Colusa, Sutter, Yuba, and Nevada, which would add Yuba County and the City and County of Colusa to the Regional Housing Authority.

The Amendment specifies the usual components of an appointed body including representation. The Amendment has been reviewed and approved by legal counsel to RHASNC and approved by the Housing Authority Board of Commissioners.

**Recommendation:**

Authorize the Mayor to sign the Amendment to the Agreement with Regional Housing Authority of Sutter and Nevada Counties adding Yuba County and the City and County of Colusa.

**Attachments:**

1. 2016 Amendment to Agreement adding Yuba County and the City and County of Colusa
2. Redline Agreement Creating the Regional Housing Authority of Sutter & Nevada Counties dated April 20, 2011

**Prepared By:**

/s/ Terrel Locke

Terrel Locke  
Assistant to the City Manager

**Submitted By:**

/s/ Steven C. Kroeger

Steven C. Kroeger  
City Manager

**Reviewed By:**

Finance  
City Attorney

RB  
TH via email

**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 \_\_\_\_ day of \_\_\_\_\_, 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]*

**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 THE  
REGIONAL HOUSING AUTHORITY OF SUTTER & NEVADA  
COUNTIES,**

~~This agreement~~ THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the ~~cities~~counties of Sutter, Nevada, Yuba and Colusa (collectively "Counties") and the cities of Yuba City and Live Oak and the Counties of Sutter and Nevada is for Colusa (collectively "Cities"). Counties and Cities are collectively referred to as "Members" or "Member Agencies." This Agreement supersedes and repeals ~~the express purpose of creating and forming an area or regional~~ 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 the Housing Authorities Law and more specifically Health & Safety Code Section 34240.1. This agreement is made with reference to the following facts: sections 34340, et seq (the "Housing Authority Law") and to participate in federal housing programs; and~~

~~Each of~~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 this agreement have declared by appropriate 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~~

1. ~~WHEREAS, each Member has determined by resolution that (a) there is it has a need for an authority a Housing Authority to function within their respective jurisdictions; (b) that an authority currently functions and operates within its its jurisdiction; and (c) annexation to form an area, that a housing authority is permitted by law,~~

~~That exists within its jurisdiction (except in the case of the County of Sutter has heretofore declared the need for a housing authority to function within 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~~

2. ~~WHEREAS, in 1946 the County, that authority having been created in 1946 and having been organized and operating until February 16, 1994, as of Sutter established a County Housing~~

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Authority, ~~which duly operated as such until 1994,~~ under the applicable provisions of the Housing Authorities Authority Law-; and

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~~3. That the County of Nevada has heretofore declared the need for a housing authority to function within the County, that authority having been created in September 8, 1992 and having been organized and operating ever since as a County Housing Authority under the applicable provisions of the Housing Authorities Law.~~

~~4. That the Cities WHEREAS, the cities of Live Oak and Yuba City have on their own motion~~ declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by law under Section Health & Safety Code sections 34242 and in making said findings have taken into consideration the factors required by law under 34243-; and

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~~That the Cities~~WHEREAS, in 1992 the County of Sutter and the cities of Live Oak and Yuba City and the County of Sutter formed a consolidated area housing authority known as the Consolidated Area Housing Authority of Sutter County ~~effective February 16, 1994,~~ 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

~~5. 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 been operating ever~~ duly operated as a regional housing authority since- that time; and

~~That each of the respective~~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 have declared expressly the need and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

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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;

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~~6. WHEREAS, the Member Agencies deemed it necessary and appropriate to create a separate public entity under a joint exercise of powers agreement, to form an area housing authority so as, participate in and operate a Regional Housing Authority encompassing the geographical territories of the Member Agencies to address regional and area-wide housing problems combining, combine their respective resources and directingdirect their respective efforts in a more concentrated manner toward the alleviation of such problems and recognizing. The Members further recognize that the creation of an area housing authority a Regional Housing Authority will permit unified long-term approaches to be taken by the governing bodies of each of~~

~~the respective jurisdictions for the provision of housing addressing housing issues within expanded yet cohesive areas of operation-; and,~~

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~~7. Each of the parties to this agreement recognize that the creation and formation of an area wide housing authority will create an organization capable of addressing affordable housing issues on a regional basis and a broader vehicle for implementing housing programs.~~

~~8. That the creation and formation of an area housing authority by this agreement shall pursuant to law absorb the existing Consolidated Area Housing Authority of Sutter County and the existing Nevada County Housing Authority with WHEREAS, upon the adoption of this Agreement and the appointment to the Regional Housing Authority of Sutter and Nevada Counties Board of the required all additional Commissioners.~~

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~~9. That with the creation of the within Regional Housing Authority and upon the appointment of required Commissioners to said Regional Housing Authority the hereto, title to all properties owned or held by or in trust for the present Consolidated Area Housing Authority of Sutter County and the present Nevada County Housing Authority alonghousing 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 in any proceedings of such authorityhousing authorities, shall become those of the Regional Housing Authority and likewise any and all such titles, debts, demands, liabilities, obligations and proceedings shall have the same validity, force and effect as if acquired, incurred, accrued or taken by the Regional Housing Authority created by this agreement; that, in addition, with said absorption of the Consolidated Area Housing Authority of Sutter County and the Nevada County Housing Authority into the Regional Housing Authority created by this agreement, such transfer shall not affect or impair the status or rights of any duly currently employed person of the Consolidated Area Housing Authority of Sutter County and the Nevada County Housing Authority and such status and rights shall have the same validity, force and effect as if obtained during employment with the Regional Housing Authority created by this agreement.~~

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~~10. This agreement is entered into not only under the authority of 34240.1 and 34246, but under the general joint powers statutes:~~

~~NOW, THEREFORE, the parties heretoBoards 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:~~

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~~A. There is hereby created and formed a Regional Housing Authority which shall be referred to as the Regional Housing Authority of Sutter and Nevada Counties:~~

~~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~~

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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 body~~board of the ~~Regional Housing~~ 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.(b) Tenant Representative. As required by Health & Safety Code Section 34246.5, one Tenant Commissioner to be recommended by the Board of Commissioners and shall consist of : two (2) persons appointed by the governing body of the City of Yuba City; two (2) persons jointly appointed by the governing body of the City of Live Oak; two (2) persons appointed by the Sutter County Board of Supervisors; two (2) persons appointed by the Nevada County Board of Supervisors, and except as otherwise provide in Section 34246.5 , one Tenant 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.~~

~~Commissioner of Vacancies. Vacancies shall be filled in the Housing Authority same manner as appointed jointly by the Governing~~

~~Bodies of the Cities of Live Oak and Yuba City and the Board of Supervisors of the~~

(c) ~~Counties of Sutter and Nevada upon the recommendation of the Regional Housing Authority Board of initial Commissioners. The are selected.~~

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(d) Notification of Appointments. ~~Member Governing Bodies~~Agencies shall notify the Secretary of the Housing Authority, in writing, of all appointments— to the Authority Board.

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(e) ~~Non-tenant 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.

~~C.—Removal of Commissioners shall serve for a term of four (4) years. The~~

(h) Pursuant to Health & Safety Code section 34282, Commissioners ~~previously may be removed for inefficiency, neglect of duty or misconduct in office by the governing body of the Member Agency that appointed by the Cities of Live Oak and Yuba City and the County of Sutter and currently serving their terms shall continue to serve on the new Regional Housing Authority him or her or, in the case of a Tenant Representative, by the Board of Commissioners until the expiration of their term. The Nevada County Board of Supervisors shall designate of those Commissioners to be first appointed by it, the Commissioner who will serve for a term of three (3) years, and the Commissioner who will serve for a term of four (4) years. All subsequent successors to the Board of Commissioners shall be appointed by the Governing Bodies of the respective jurisdictions for the terms of four (4) years except that all vacancies to be filled 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.~~

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~~(i) As provided for by law three Quorums; Majority Vote Required. Three-fifths (3/5ths) of the Commissioners of the Area Housing Authority created by this agreement shall constitute a quorum for the purpose of conducting business in, exercising its the powers of the Authority, and for all other purposes. Action may A majority of the directors present shall be taken by the required to vote affirmatively for any action in order for said action to be valid and effective.~~

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~~(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.~~

~~D. Board of Commissioners upon a majority vote of the Commissioners. The Commissioners shall select a Chairperson from amongst their number.~~

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~~E. Authority. Upon appointment of all required Commissioners as has hereinabove provided, the Regional Housing Authority shall (i) be authorized to exercise all of the powers and transact all of the business which a housing authority is otherwise functioning and exercising is authorized to exercise or transact.~~

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~~F. Pursuant conduct pursuant to Health and Safety Code Section 34327, the area of operation of the Regional Housing Authority created by this agreement shall be the combined possible areas of operations of the participating entities, to wit the City of Live Oak, County of Sutter, City of Yuba City and County of Nevada, all as determined by Sections 34208 and 34209 of the Housing Authorities Law.~~

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~~G. It is understood and agreed by and between the parties hereto that pursuant to law in that the Counties of Sutter and Nevada have previously established a Housing Authority in each jurisdiction, the (ii) be vested with the powers and duties of such Housing Authorities shall with the execution of this agreement be vested in the Regional Housing Authority all housing authorities previously created by Member Agencies and, upon the appointment of all required Commissioners to the Regional~~

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~~(l) Housing Authority. That with the vesting of such powers and duties in the Regional Housing Authority, and pursuant to law, the, be authorized to exercise all such powers and duties; (iii) be vested with all title to, 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 by or in trust for the Nevada County Housing Authority or the Consolidated Area Housing Authority of Sutter County, and any by said housing authorities; (iv) accept and assume any and all debts, demands, liabilities or obligations existing in favor of or against such Nevada County Housing Authority or Consolidated Area Housing Authority of Sutter County, all housing authorities previously created by Member Agencies, and any proceedings of such housing authorities shall become those of the Regional Housing Authority. All such powers and duties, all right, title, and interest to property, and any and all such titles, 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 take by the Regional Housing Authority. The debts, liabilities, and obligations of the Regional Housing Authority shall under no circumstances be debts, liabilities, and obligations of the parties to this agreement taken by the Authority.~~

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Further that with the vesting

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

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(a) ~~To act as the policy making body of the Consolidated Area Authority;~~

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~~Housing Authority of Sutter County and the Nevada County Housing Authority in the Regional Housing Authority created by this agreement, such shall in no fashion affect or impair the status or rights of any currently employed persons of the Consolidated Area Housing Authority of Sutter County and the Nevada County Housing Authority, and such status and rights shall have the same validity, force and effect as if attained during employment with the Regional Housing Authority.~~

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(b) ~~As permitted by law and pursuant to resolution authorizing such action, the Commissioners appointed to serve on the Regional Housing Authority Board shall receive necessary traveling and subsistence expenses~~ 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;~~

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- (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.
- H.(j) To receive appropriate training and travel reimbursements incurred in the discharge of their duties, ~~but shall in compliance with state law. Commissioners shall not receive no other form of any compensation for attending Board meetings of the Regional Housing Authority Board other than other the meeting per diem authorized by California law (Health & Safety Code Sectionsection 34274).~~

~~I. For any legal services required by the Regional Housing Authority it may employ its own counsel and legal staff or it may call upon the Chief Law Officer of the County of Sutter for such services.~~

~~The Regional Housing~~

6. Budget. An annual budget for the operation of the Authority and fiscal year shall be adopted by the Board.

~~J. Fiscal Year. For purposes of this Agreement, the Authority shall take out appropriate insurance to protect itself in connection with its operations.~~

7. IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written, a fiscal year from April 1 to and including the following March 31.

CITY OF YUBA CITY

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By: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF LIVE OAK

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

COUNTY OF SUTTER

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

COUNTY OF NEVADA

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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]

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