

**Subject:** Authorization for the Executive Director to enter into a new Management Agreement with the Housing Authority of the County of Stanislaus.

**Background Information:** The Management Agreement between the Housing Authority of the City of Riverbank and the Housing Authority of the County of Stanislaus expired April 30, 2017. As both parties have expressed the need for the continuation of the Management Agreement Services a new Agreement needs to be established.

**Recommended Action:** Staff is recommending the approval of a Resolution to adopt the attached Intergovernmental Service Agreement between the Housing Authority of the City of Riverbank ("Riverbank Authority") and the Housing Authority of the County of Stanislaus ("Stanislaus Authority").

**Fiscal Impact:** The compensation for services in the attached management agreement reflects the current monthly rate paid by the Riverbank Authority. The conversion of Riverbank Authority's software system to the system utilized by the Stanislaus Authority will result in an annual savings of approximately \$ 3,831. The compensation structure provided to employees of the Stanislaus Authority will result in an annual savings of approximately \$20,378 to the Riverbank Authority.

**Prepared by:** Jim Kruse, Deputy Director

**Funding Certification:**

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Linh Luong, Director of Finance

**Approval:**

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Barbara Kauss, Executive Director

INTERGOVERNMENTAL SERVICES AGREEMENT  
BETWEEN  
THE HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS  
AND  
THE HOUSING AUTHORITY OF THE CITY OF RIVERBANK

This Intergovernmental Services Agreement (the “Agreement”) is made and entered into this \_\_\_th day of June, 2017, by and between the HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS, a public agency (hereinafter, “STANISLAUS AUTHORITY”) and the HOUSING AUTHORITY OF THE CITY OF RIVERBANK, a public agency (hereinafter, “RIVERBANK AUTHORITY”).

**WHEREAS**, the RIVERBANK AUTHORITY and STANISLAUS AUTHORITY are nonprofit public corporations committed to addressing the housing needs of residents of the local communities which they respectively serve.

**WHEREAS**, STANISLAUS AUTHORITY employs personnel qualified to assist RIVERBANK AUTHORITY in the performance of RIVERBANK AUTHORITY’S operations.

**WHEREAS**, RIVERBANK AUTHORITY desires to utilize and STANISLAUS AUTHORITY desires to provide staff, expertise, and technology to enable RIVERBANK AUTHORITY to conduct its housing authority operations including administration, management, development, and financial control.

**WHEREAS**, the parties wish to enter into this Agreement whereby STANISLAUS AUTHORITY would allow its staff to share with RIVERBANK AUTHORITY certain employment, management, and administrative services in order to reduce the monetary costs of each while increasing said services to RIVERBANK AUTHORITY.

Now thereof in consideration of the promises herein contained the parties agree as set forth below.

**1. Scope of Services:**

STANISLAUS AUTHORITY, through its Executive Director, who shall receive policy direction from RIVERBANK AUTHORITY’S Board of Commissioners, will assist RIVERBANK AUTHORITY with overseeing the planning, direction, and implementation of the programs and policies of RIVERBANK AUTHORITY to ensure the efficient and effective administration and execution of RIVERBANK AUTHORITY’S agency business. STANISLAUS AUTHORITY shall:

- Have responsibility for RIVERBANK AUTHORITY Housing activities, programs and services including directing the development and implementation of goals,

objectives, policies and procedures; ensures that established goals and priorities are achieved.

- Provide advice and consultation to the RIVERBANK AUTHORITY'S Board of Commissioners on the development and implementation of agency programs, policies and services; direct and participate in the preparation, presentation and administration of its budget; prepare long-term capital improvement and service plans, and provide recommendations for their financing.
- Examine programs, systems and procedures and propose improvements and simplifications; conduct continuous research on administrative practices and recommend improvements to enhance productivity, increase organizational effectiveness, ensure economy of operations and improve RIVERBANK AUTHORITY'S agency services.
- Coordinate and review the preparation of the agenda and supporting information for the RIVERBANK AUTHORITY Board of Commissioner's meetings; confer with legal counsel relative to agenda issues; prepare and submit administrative and financial reports; keep the Board of Commissioners advised of financial conditions, program activities, and accomplishments, and the present and future needs of the agency.
- Oversee financial record maintenance and reporting; ensure proper development and administration of grant funding; prepare leases and agreements with other agencies; assume responsibility for the development, maintenance and improvement of RIVERBANK AUTHORITY housing property, buildings and facilities; establish and administer tenant relations programs; perform public relations duties, and prepare and issue press releases and articles.
- Supervise, motivate and provide training for all RIVERBANK AUTHORITY staff; administers and maintains the agency's personnel system, including employment procedures, grievances, and employer-employee relations; oversee the selection, training and evaluation programs for all agency personnel; identify and resolve staff deficiencies; execute disciplinary or termination procedures where required; and take all personnel, management, and administrative actions necessary to ensure the day to day operations of the RIVERBANK AUTHORITY.
- Perform all duties as may be prescribed by RIVERBANK AUTHORITY'S Board of Commissioner's action; direct and implement the policies, procedures and programs adopted by the Board; assemble pertinent information, resources and work teams necessary to support a positive and productive working environment; coordinate agency programs and activities with other governmental agencies, outside organizations and the community.
- Represent the RIVERBANK AUTHORITY in professional and community meetings; stay current on issues relative to housing program administration and

service delivery responsibilities; respond to and resolve community and organizational inquiries and complaints.

- Establish positive working relationships with representatives of community organizations, other governmental agencies and associations, RIVERBANK AUTHORITY staff, clients, and the public.

## **2. Compensation:**

STANISLAUS AUTHORITY shall be paid the sum of eight thousand three hundred eighteen dollars (\$8,318.00) per month for the services provided under this Agreement. On or about the first day of each month, STANISLAUS AUTHORITY will submit an invoice to RIVERBANK AUTHORITY for the services provided the previous month. RIVERBANK AUTHORITY shall pay said invoice upon receipt.

## **3. Term:**

This Agreement shall commence on June \_\_, 2017, and shall continue for an initial one year period terminating on 11:59pm on April 30, 2018. This agreement may be renewed for four (4) optional one (1) year terms not to exceed a maximum term of five (5) years.

## **4. Termination:**

Either party shall have the right to terminate this Agreement prior to the expiration of the term set forth in Item 3, without cause for any reason whatsoever by giving the other party sixty (60) days written notice of intent to terminate. Under such circumstance, STANISLAUS AUTHORITY shall be required to perform and Riverbank shall be required to pay for services up until the effective date of the termination.

## **5. Right to Use Other Employees:**

STANISLAUS AUTHORITY shall have the right to designate and use additional employees from its staff to assist in fulfilling its responsibilities under this Agreement.

STANISLAUS AUTHORITY shall have the right to determine appropriate staffing levels and use its discretion in ensuring that RIVERBANK AUTHORITY is staffed appropriately.

## **6. Employment Supervision and Oversight:**

STANISLAUS AUTHORITY agrees to comply with all federal and state laws, local ordinances, and applicable employment policies in the management of RIVERBANK AUTHORITY'S personnel.

STANISLAUS AUTHORITY shall be solely responsible for and have full authority to recruit, hire, train, promote, assign, supervise, manage, and discharge personnel of

RIVERBANK AUTHORITY subject to existing review procedures set forth in RIVERBANK AUTHORITY'S personnel policies.

## **7. Independent Contractor Relationship:**

Both RIVERBANK AUTHORITY and STANISLAUS AUTHORITY agree that nothing in this Agreement shall be considered to create more than the duties, responsibilities and benefits specifically set forth herein. This Agreement is not and shall not be construed as an employer-employee relationship, a joint venture, or partnership of any kind, and neither party shall represent to any third person that any such relationship exists. Furthermore, neither party shall represent to any third person that either is the agent or legal representative of the other for any purpose whatsoever. STANISLAUS AUTHORITY employees designated to perform services under this contract shall not be deemed to be employees of RIVERBANK AUTHORITY for any purpose whatsoever. RIVERBANK AUTHORITY employees who are subject to the management and supervision of STANISLAUS AUTHORITY staff pursuant to this Agreement shall not be deemed employees of STANISLAUS AUTHORITY for any purpose whatsoever.

## **8. Indemnification:**

Each party shall indemnify, defend, protect hold harmless, and release the other, and any and all of its officers, agents, and employees from and against any and all claims, suits, losses, proceeding, damages, causes of action, liabilities, costs of expense (including attorney fees, witness costs, court costs, interest and defense costs) where the same arise out of, are a consequence of, or are in any way attributable, in whole or in part, to the performance of this Agreement by the indemnifying party or by any individual or entity for which the indemnifying party is legally liable, including but not limited to officers, agents, employees or sub-contractors. The provisions of this section shall not apply to nor release either party from liability arising from its gross negligence or willful acts or omissions or the gross negligence or willful acts or omissions of its officials, employees, or agents.

## **9. Prohibition Against Assignment:**

Neither this Agreement or any rights or duties under this Agreement may be assigned or transferred by either party without the prior written consent of the other party, which consent may be withheld in the sole and absolute discretion of the other party. Any assignment or transfer of rights or duties under this Agreement by either party without the consent of the other shall be null and void.

## **10. Amendments:**

This Agreement shall not be amended except in writing signed by the parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.

## **11. Waiver:**

Waiver by any party of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement.

## **12. No Third Party Beneficiaries:**

Nothing in this Agreement is intended to confer rights or remedies under or by reason of the Agreement on any person, other than the parties hereto and their respective successor and permitted assignees. Nothing in this Agreement is intended to relieve or discharge the obligations or liabilities of any third persons to any party hereto or to give any third party any right of subrogation or action over or against any party hereto.

## **13. Notices:**

All notices required or permitted by this Agreement shall be given by a party to another party in writing and shall be deemed given when personally delivered or when mailed by certified or registered United States Mail, postage prepaid as follows:

STANISLAUS AUTHORITY:	Housing Authority of the County of Stanislaus 1701 Robertson Road Modesto, California 95351
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RIVERBANK AUTHORITY:	Housing Authority of the City of Riverbank 3309 Stanislaus Street Riverbank, California 95367
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Any notice given by certified or registered mail shall be deemed effective upon mailing and issuance of registry receipt. Any party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

## **14. Entire Agreement**

All prior agreements between the parties hereto are incorporated into this Agreement which constitutes the entire agreement between the parties. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to each and every terms and condition included herein and may not be contradicted by evidence of any prior agreement, contemporaneous oral agreement, or prior and /or contemporaneous oral representations. The parties further intend that this Agreement constitutes a complete and exclusive statement of its terms and conditions and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding, if any, involving this Agreement. Any and all agreements or representations respecting the

terms and conditions of the Agreement that are not expressly set forth herein are null and void.

**15. Severability:**

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

**16. Governing Law:**

This Agreement shall be governed by the laws of the State of California.

**17. Language Construction:**

The language of each and all paragraphs, terms, and provisions of this Agreement shall, in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto, and with no regard whatsoever to the identity or status of any person or person who drafted all or any portion of this Agreement.

**18. Counterparts:**

This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

**19. Contingency:**

This Agreement and the obligation of the respective parties to this Agreement are expressly conditioned upon the approval of this Agreement by the Board of Commissioners of the STANISLAUS AUTHORITY and RIVERBANK AUTHORITY, respectively.

{Signature Page Follows}

Dated:

HOUSING AUTHORITY OF  
THE CITY OF RIVERBANK

By \_\_\_\_\_

Its \_\_\_\_\_

Dated:

HOUSING AUTHORITY OF  
THE COUNTY OF STANISLAUS

By \_\_\_\_\_

Its \_\_\_\_\_



**RESOLUTION NO. 720**

**RESOLUTION APPROVING INTERGOVERNMENTAL SERVICES AGREEMENT  
BETWEEN HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS AND THE  
HOUSING AUTHORITY OF THE CITY OF RIVERBANK**

**WHEREAS**, the management agreement between the Housing Authority of the City of Riverbank ("Riverbank Authority") and the Housing Authority of the County of Stanislaus (Stanislaus Authority") has expired; and

**WHEREAS**, the Riverbank Authority desires to utilize and Stanislaus Authority desires to provide staff, expertise, and technology to enable Riverbank Authority to conduct its housing authority operations including administration, management, development and financial control; and

**WHEREAS**, the Riverbank Authority and Stanislaus Authority have agreed to the terms and conditions of this agreement; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Housing Authority of the City of Riverbank, that:

1. The Intergovernmental Services Agreement between the Housing Authority of the County of Stanislaus and the Housing Authority of the City of Riverbank be approved.
2. This resolution shall take effect immediately.

**DULY AND REGULARLY ADOPTED** by the Board of Commissioners of the Housing Authority of the City of Riverbank this 13th day of June, 2017.

On a motion of Commissioner \_\_\_\_\_, seconded by  
Commissioner \_\_\_\_\_, and of the following roll call vote:

**AYES:**

**NAYS:**

**ABSENT:**

**Approved:** \_\_\_\_\_  
**Chairperson**

**Attest:** \_\_\_\_\_  
**Secretary**