


# Housing Authority of the City of Riverbank



*Burney Villa Homes ▪ Henrietta F. Rossi Apts. ▪ Fred W. Scheala Apts*

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DATE: April 27, 2020

TO: Board of Commissioners

PREPARED BY: General Counsel, Tom Lewis

SUBJECT: Action Item #2 - **Consider Approving Resolution No. 19-20-02**  
Approving the formation of a Housing Authority Consortium for Central Valley Housing Authorities to join together to perform planning, reporting, cost sharing and other administrative and management functions and further authorizing the Executive Director to work with the other interested housing authorities to enter into a consortium agreement and submit said consortium agreement to HUD for approval

RESOLUTION NO. **19-20-02**

## **RECOMMENDATION:**

Staff recommends approving Resolution 19-20-02 to enter into a Consortium Agreement with other interested Central Valley Housing Authorities.

## **SUMMARY:**

On this month's agenda is an action item for approval of entering into a consortium agreement with the other interested central valley housing authorities in order to join together to perform planning, reporting and other administrative and management functions which will result in a sharing of information, programs and administrative strengths of each authority which will lead to more efficient operations and cost savings to the member agencies.

For example, consortium members will be able share in a single procurement of goods and services rather than each authority doing a separate procurement on their own for the same goods and services. The authorities will be able to share in the use of computer system program software and information technologies which will reduce overall costs to consortium members. Another example would be sharing of personnel from one authority to assist another authority in areas such as development services or IT where a borrowing authority does not have the same level of expertise as the lending authority. This again will lead to greater efficiency and cost savings. The borrowing authority would of course be billed by the lending authority on a cost for services basis. The consortium will prepare and submit a single annual one-year plan to HUD on a yearly basis rather than the multiple separate plans being submitted to HUD.

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This is a very innovative approach to housing authority operations that HUD has been encouraging for some time now and we believe the time is right to form this consortium and become one of the industry leaders in this area. The Stanislaus Regional Housing Authority will be designated as the lead agency for this consortium. The Executive Director and staff will work with the other authorities to finalize the consortium agreement wording and submit it to HUD for its review and approval.

Fiscal Impact: Stanislaus Regional Housing Authority would be designated as the Lead Agency; however, all agencies would receive their own individual funding.

# **CONSORTIUM AGREEMENT**

**INTERGOVERNMENTAL SERVICES AND CONSORTIUM AGREEMENT  
BETWEEN THE STANISLAUS REGIONAL HOUSING AUTHORITY, THE  
HOUSING AUTHORITY OF THE COUNTY OF MERCED, THE HOUSING  
AUTHORITY OF THE CITY OF MADERA, THE HOUSING AUTHORITY OF  
THE CITY OF RIVERBANK AND THE HOUSING AUTHORITY OF KINGS  
COUNTY**

This Intergovernmental Services and Consortium Agreement (the “Agreement”) is hereby made and entered into this first day of April, 2020 by and between the Stanislaus Regional Housing Authority (“Stanislaus”), the Housing Authority of the County of Merced (“Merced”), the Housing Authority of the City of Madera (“Madera”), the Housing Authority of the City of Riverbank (“Riverbank”) and the Housing Authority of Kings County (“Kings”), collectively “Agencies”, “Authorities” or “PHAs”.

Whereas, Stanislaus, Merced, Madera, Riverbank and Kings are all local government public agencies and public housing authorities (“PHAs”) created and formed pursuant to California Health and Safety Code Section 34700 et seq; and

Whereas, all parties to this Agreement desire to join their agencies into a Consortium pursuant to 24 Code of Federal Regulations section 943.100 et seq and California Government Code section 6500 et seq; and

Whereas, all parties to this Agreement desire to form this Consortium in order to combine and share in all or part of their funding and program administration in order to provide cost reduction greater efficiency and information sharing to develop better economies of scale in the respective agency operations of member agencies; and

Whereas, all parties to this Agreement desire to join together to perform planning, reporting and other administrative and management functions for the participating agencies; and

Whereas, Stanislaus will be designated herein as the Lead Agency and is not designated as a “troubled agency” and in in good standing with the United States Department of Housing and Urban Development (“HUD”); and

Whereas, Stanislaus will be the member agency to receive HUD program payments on behalf of the participating member agencies, to administer HUD requirements for administration of funds, and to apply the funds in accordance with this Consortium Agreement and HUD regulations and requirements; and

NOW THEREFORE, the parties to this Agreement hereby agree to create a consortium of housing authorities to join together for the administration and management

of their respective agencies in order to collaborate and improve various aspects of each housing authority's operation for the benefit of all parties and their constituents on the following terms and conditions:

Section 1. NAME.

The consortium shall be known as Housing the Valley Authorities Consortium (HVAC).

Section 2. RECITALS.

All of the above recitals are true and correct and are hereby adopted by the parties as part of this Agreement.

Section 3. PARTIES.

The parties to this Agreement are as follows:

1. Stanislaus Regional Housing Authority  
1701 Robertson Road  
P.O. Box 581918  
Modesto, CA 95358-0033  
Phone: (209) 557-2000
2. Housing Authority of the City of Merced  
401 U Street  
Merced, CA 95341  
Phone: (209) 722-3501
3. Housing Authority of the City of Riverbank  
3309 Stanislaus Street  
Riverbank, CA 95367  
Phone: (209) 869-4501
4. Housing Authority of the City of Madera  
205 N. G Street  
Madera, CA 93637  
Phone: (559) 674-5695
5. Housing Authority of the County of Kings  
680 Douty Street  
Hanford, California 93230  
Phone: (559) 582-3120

Section 4. LEAD AGENCY.

The Housing Authority of the County of Stanislaus shall be the designated lead agency for this Consortium. As Lead Agency, Stanislaus shall collect the assistance funds from United States Department of Housing and Urban Development (HUD) that would be paid to the parties to this Agreement for the Public Housing element of each of the parties' operation as provided herein. The Lead Agency is designated to receive HUD program payments on behalf of the participating PHAs, to administer HUD requirements for administration of the funds in accordance with this Consortium Agreement and HUD regulations and requirements. The Lead Agency shall distribute the public housing funds to member agencies in the amount each agency is to receive as determined by HUD. The Lead Agency shall distribute the funds to each member agency within fourteen (14) days of the date the Lead Agency receives the Public Housing funds from HUD.

Section 5. GOVERNANCE.

Each Board of Commissioners of participating PHAs shall govern its respective agency on all housing authority matters for their agency. An Advisory Committee consisting of each participating agency's executive director and board chair, or designee will meet quarterly to review consortium operations and make recommendations to the individual Board of Commissioners for the agencies for their consideration and possible action. General counsel shall be required to attend every meeting of the Advisory Committee. A simple majority of the committee members will constitute a quorum of the member agencies.

The Lead Agency shall be responsible for setting the date, time and location of the quarterly Advisory Committee meetings and shall be responsible for preparation of the agenda and the taking minutes for each meeting. Advisory Committee meetings may be in person or by conference call when needed.

Modification of this Agreement or acceptance of a new member agency will only be approved by majority vote of the participating member agencies' Board of Commissioners and an acceptance by the Lead Agency.

Section 6. AGENCY CONTACT PERSON.

The Executive Director or designee, shall be the contact person for each member agency.

Section 7. CHANGE IN FINANCIAL YEAR.

Member agencies shall be required to adopt the same fiscal year so that the application periods for submission and review of the joint PHA Plan are the same. HUD has indicated its willingness to approve changes in member agencies' fiscal year in order to make all member agencies' fiscal year the same period. The Consortium shall have a fiscal year that starts October 1 and ends September 30 of each year.

Section 8. HUD RELATIONSHIP.

HUD will have a direct relationship with the Consortium. The Lead Agency shall submit on behalf of the Consortium a joint five-year Plan and joint Annual Plans for all participating PHAs, in accordance with part 903 of Title 24 of the Code of Federal Regulations. HUD may prescribe methods of submission for consortia generally and where the consortia does not cover all program categories. The Consortium must maintain records and submit reports to HUD, in accordance with HUD regulations and requirements, for all participating PHAs. All participating PHAs will be bound by the Plans and reports submitted to HUD by the Consortium for the programs covered by the Consortium.

All participating PHAs must keep a copy of the Consortium Agreement on file for inspection. The Consortium Agreement must also be a supporting document to the joint PHA Plans.

Section 9. COST INVOICES.

A member agency who provide services or products to another member agency shall bill for said services or products on an actual cost basis invoice and the receiving agency shall pay the providing agency for the invoice within thirty (30) days of the date of the invoice. Failure to pay for invoices when due, and after a thirty (30) day written notice to cure has expired, will be cause for termination from the Consortium.

Section 10. RESPONSIBILITY OF MEMBER AGENCIES.

1. Member agencies shall be responsible to undertake the following:

- a) Cooperate with other member agencies to facilitate sharing of information, services, software applications and products;
- b) Pay all member agency invoices when due;
- c) Each member agency remains responsible for its own obligation and financial accountability under its Annual Contribution Contract (ACC) with HUD to assure that all program funds, including funds paid to the lead agency for administration by the Consortium are used in accordance with the regulations and requirements, and that the

PHA program is administered in accordance with HUD regulations and requirements. Any breach of program requirements with respect to a program covered by the Consortium Agreement is a breach of the ACC with each of the participating agencies, so each member agency is responsible for the performance of the consortium.

Section 11. AUDITS.

Member Agencies will be responsible for their own program audit to HUD and such audit shall be made in accordance with generally accepted accounting principles, as determined in consultation with an independent public accountant. HUD may require one audit for all consortium public housing programs based on receipt and distribution of funds by the lead agency. HUD may determine to apply independent audit and performance requirements on a different basis where it would promote sound management. All Consortium members shall pay an equal share of any required Consortium audits or other required reporting.

Section 12. ADMINISTRATIVE AND PROCUREMENT SERVICES.

The member agencies shall work together to increase efficiency and reduce costs by sharing of administrative, procurement, information technologies, consulting services and general legal services where possible. Other services and products can be shared where feasible and effective toward improving delivery of services and reducing costs.

Section 13. ADDITIONAL MEMBERS.

Additional members may be added to the Consortium based on a majority vote of the other existing member agencies and acceptance by the Lead Agency.

Section 14. WITHDRAWAL FROM CONSORTIUM.

Each member of the Consortium shall have a right to withdraw from the Consortium upon a majority vote of the member agency's Board of Commissioners and said withdrawal will become effective sixty (60) days after the member agency provides all of the other member agencies with a written notice of the Board of Commissioners' action to withdraw from the Consortium.

Section 15. TERMINATION FROM THE CONSORTIUM.

A member agency may be terminated by the Consortium after the member agency fails to reasonably cooperate with the other Consortium members on required submissions to HUD after at least thirty (30) days written notice to cure any deficiency is given to the agency and action is not undertaken to cure the deficiency. Termination may also be voted on by the Consortium members where HUD has demanded that a



consortium member resign from the Consortium for just cause or HUD rules violation. Any vote to terminate a consortium member must be by a majority vote of all of the then existing member agencies.

Section 16. TERMINATION OF THE CONSORTIUM

This Agreement and the Consortium shall terminate on September 30, 2027 unless the then participating PHAs agree to renew the Agreement and the Consortium for another term as agreed to by the participating PHAs prior to the expiration date set forth herein.

ACKNOWLEDGEMENT AND AGREEMENT

The undersigned representatives of the participating authorities hereby acknowledge and agree on behalf of their authority to be bound by the terms and conditions of this Consortium Agreement and further represent that the undersigned have full authority to enter into this Consortium Agreement on behalf of their participating authority.

Stanislaus Regional Housing Authority

Housing Authority of the City of Madera

By \_\_\_\_\_  
Barbara S. Kauss, Chief Executive Officer  
and Executive Director

By \_\_\_\_\_  
Sally Bompreszi, Interim Executive  
Director

Housing Authority of the County of Merced

Housing Authority of Kings County

By \_\_\_\_\_  
Rosa Vazquez, Executive Director

By \_\_\_\_\_  
Sandra Jackson-Bobo, Executive  
Director

Housing Authority of the City of Riverbank

By \_\_\_\_\_  
Barbara S. Kauss, Executive Director

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## RESOLUTION NO. 19-20-02

### RESOLUTION APPROVING THE FORMATION OF AND MEMBERSHIP IN THE HOUSING THE VALLEY AUTHORITIES CONSORTIUM

**WHEREAS**, the Authority has been considering different options to becoming more efficient and economical in its housing operations; and

**WHEREAS**, the Authority has been in discussions with the Housing Authority of the County of Stanislaus and other Central Valley of California housing authorities about combining resources and working together to increase efficiencies of operations and collaborating on common projects; and

**WHEREAS**, a proposal to join together in a consortium of authorities with other Central Valley authorities has been presented to this Authority for consideration and approval; and

**WHEREAS**, the Board of Commissioners has reviewed the proposed consortium and is in agreement to become a founding member of the Housing the Valley Authorities Consortium (HVAC).

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

1. The Authority finds and declares that the above recitals are true and correct;
2. The Board of Commissioners of the Housing Authority of the City of Riverbank does hereby authorize its Board Chair, Executive Director and Secretary, or assignees, to enter into the proposed Consortium Agreement on behalf of the Authority and to sign all necessary documents and to take any and all necessary actions to join and participate in the Housing of the Valley Authorities Consortium.
3. The Board Chair and Executive Director or assignees are authorized to act on behalf of this Authority to participate and represent this Authority in all meetings, conferences and/or discussions with Consortium members to carry out the mission and purpose of the Consortium. This Authority shall be kept informed of the activities of the Consortium.
4. This Resolution shall take effect immediately upon its adoption.

**DULY AND REGULARLY ADOPTED** by the Board of Commissioners of the Housing Authority of the City of Riverbank this 27th day of April, 2020.

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

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

Approved \_\_\_\_\_  
Chairman