



Stanislaus Regional Housing Authority

ALPINE | AMADOR | CALAVERAS | INYO | MARIPOSA
MONO | STANISLAUS | TUOLUMNE COUNTIES

DATE: June 26, 2025
TO: Board of Commissioners
SUBJECT: Action Item # 13 - **Consider Approving Resolution No. 24-25-20** Dissolving the Housing Authority Consortium for Central Valley Housing Authorities and entering into an Intergovernmental Agreement.
RESOLUTION NO: **24-25-20**
PREPARED BY: Jim Kruse, CEO

RECOMMENDTION:

Staff recommends approving Resolution 24-25-20 to dissolving the Housing Authority Consortium for Central Valley Housing Authorities.

SUMMARY:

Stanislaus Regional Housing Authority entered into consortia with the City of Riverbank, the City of Madera and Kings County Housing Authority's, this resulted in a consortium forming on April 7, 2021 known as Housing the Valley Authorities Consortium. Subsequently, Stanislaus Regional Housing Authority became the lead agency. And has worked with the partner agencies, HUD representatives and technical consultants to establish operational procedures that would enable the Consortium partners to achieve the desired goal of establishing shared services and administrative efficiencies. Through the technical assistance advisors and HUD representative concurrence it was determined that the Consortium formation was not sufficiently established with the HUD operating systems to achieve the desired goal. However, it was determined that the Consortia partner agencies could achieve their desired goals by establishing an intergovernmental services agreement between the partner agencies. Staff is recommending that the existing Housing the Valley Authorities Consortium be dissolved and an Intergovernmental Agreement be established and entered into between the partner agencies.

The Intergovernmental Agreement will provide opportunities for efficiency to existing member agencies and will also allow other interested housing authorities to join. Member agencies will be able to perform strategic planning 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 potential cost savings to the member agencies.



For example, 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 fee for services basis.

Fiscal Impact: No direct fiscal impact, however, efficiency savings may be realized.

Attachments

1. Resolution 24-25-20
2. Draft Intergovernmental Agreement



Stanislaus Regional Housing Authority

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RESOLUTION NO. 24-25-20

RESOLUTION DISSOLVING THE HOUSING AUTHORITY CONSORTIUM FOR CENTRAL VALLEY HOUSING AUTHORITIES AND ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT.

WHEREAS, the Stanislaus Regional Housing Authority is the lead Agency in a Consortium with the City of Riverbank Housing Authority, The City of Madera Housing Authority and the Kings County Housing Authority; and

WHEREAS, the formation of the Consortium was established to join together to perform planning, reporting and other administrative and management functions for improved operational efficiency; and

WHEREAS, the Consortium currently does not provide the desired functions and efficiencies and the parties desire to dissolve the Housing Authority Consortium for Central Valley Housing Authorities; and

WHEREAS, the parties desire to entire into an Intergovernmental Agreement that will afford the desired planning, reporting and other administrative and management functions for improved operational efficiency; and

WHEREAS, the Chief Executive Officer of Stanislaus Regional Housing Authority will dissolve Housing Authority Consortium for Central Valley Housing Authorities and enter into an Intergovernmental Agreement with existing members and other Housing Authorities who desire to enter into such Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND DECLARED by the Board of Commissioners of Stanislaus Regional Housing Authority approves the dissolution of the Housing Authority Consortium for Central Valley Housing Authorities and to enter into an Intergovernmental Agreement with the existing member Housing Authorities and other Housing Authorities who may desire to enter into such agreement for the purpose of performing 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. The Chief Executive Officer is authorized to:

1. Dissolve the Housing Authority Consortium for Central Valley Housing Authorities; and



2. The Chief Executive Officer is designated the Contract Officer and is authorized to execute the aforementioned Intergovernmental Agreement and any other documents associated with the Intergovernmental Agreement or consortium dissolution after legal review; and
3. This Resolution shall take effect immediately.

DULY AND REGULARLY ADOPTED by the Board of Commissioners of Stanislaus Regional Housing Authority this 26th Day of June 2025. On a motion by _____, seconded by _____, and on the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved: _____
Chairperson

Attest: _____
Secretary

INTERGOVERNMENTAL AGREEMENT

This Agreement supersedes the Intergovernmental Services and Consortium Agreement dated April 1, 2021, and entered into by and between Stanislaus Regional Housing Authority (Stanislaus), Housing Authority of the City of Riverbank (Riverbank), Housing Authority of the City of Madera (Madera), Housing Authority of Kings County (Kings), and any of these agencies' instrumentalities and affiliates, collectively referred to as the "Partners."

RECITALS

Whereas, the Partners are public entities organized and existing under the laws of the State of California, and each is empowered to undertake the services and activities described herein;

Whereas, the Partners desire to enter into this Agreement to jointly provide certain services and perform specific functions more efficiently and effectively than could be accomplished by any Partner individually;

Whereas, the Partners have determined that it is in their mutual interest to cooperate in the areas of legal services, procurement, and any other additional areas (as determined by the Partners as needed), by jointly exercising powers common to each;

Now, therefore, in consideration of the mutual promises, covenants, and conditions herein contained, the Partners agree as follows:

AGREEMENT

1. PURPOSE

The purpose of this Agreement is to provide a legal framework for cooperation between Stanislaus, Riverbank, Kings, and Madera in the joint exercise of their powers, specifically in providing shared services. By sharing these services, the Partners seek to achieve operational efficiencies, cost savings, and enhanced service delivery.

2. SCOPE OF SERVICES

The Partners agree to jointly undertake and share responsibility for the services as contained in Appendix A. The specific terms for each of these services will be outlined in memoranda of agreement (MOAs), attached Appendix B.

3. COST ALLOCATION

Costs related to the joint services provided under this Agreement shall be shared by the Partners, as referenced in Appendix B. Cost sharing will be negotiated separately and detailed in the corresponding MOA. Cost sharing agreements must comply with the requirements identified in 2 CFR Part 200, and/or any other applicable requirements.

4. ADDITION AND REMOVAL OF MEMBERS

The Partners may, by vote and subject to the approval of each existing member's Board of Directors approval, establish procedures for the addition or removal of members of the partnership. These procedures, including voting requirements, formal notifications, and any other criteria are further detailed in the Standard Operating Procedures (Section 6).

5. TERM AND TERMINATION

5.1 Term

This Agreement shall commence on [effective date] and shall remain in effect until terminated by the mutual consent of the Partners or in accordance with Section 5.2 below.

5.2 Termination

Any Partner may withdraw from this Agreement upon providing [90] days written notice to the other Partners. Withdrawal from the Agreement does not relieve the withdrawing Partner of its obligation to pay its share of any outstanding costs incurred prior to the withdrawal date.

- Termination for Cause: A Partner may terminate its participation in this Agreement for cause if another Partner materially breaches the terms of the Agreement and fails to cure the breach within [90] days after receiving written notice.
- Termination for Convenience: Any Partner may terminate its participation in the Agreement for convenience with [90] days' notice, provided that ongoing obligations under any contracts made pursuant to this Agreement are fulfilled.

6. LIABILITY AND INDEMNIFICATION

Each Partner shall defend, indemnify, and hold harmless the other Partners, their officers, and employees from any and all claims, damages, or liability arising out of or resulting from the negligent acts or omissions of the indemnifying Partner in connection with this Agreement.

7. AMENDMENTS

This Agreement may be amended or modified only by a written agreement executed by all Partners, subject to individual agency board approval (Attached A).

8. MISCELLANEOUS

8.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California and any other applicable rules and regulations of agency funding sources.

8.2 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

8.3 Notices

Notices required under this Agreement shall be in writing and sent to the following addresses:

- Stanislaus
Stanislaus Regional Housing Authority
PO Box 581918
Modesto CA 95358
- Riverbank
Stanislaus Regional Housing Authority
PO Box 581918
Modesto CA 95358
- Madera
Housing Authority of the City of Madera
205 N. G St.,
Madera, CA 93637

- Kings
Housing Authority of Kings County
680 N. Douty Street
Hanford, CA, 93230

or to such other address as may be specified by notifying the other parties of the change of address.

In Witness whereof, the Partners have executed this Agreement as of the day and year first written above.

Stanislaus / Riverbank

By: _____

Name: _____

Title: _____

Kings

By: _____

Name: _____

Title: _____

Madera

By: _____

Name: _____

Title: _____

Attachments:

- Attached A: Board Approval
- Appendix A: Scope of Services
- Appendix B: Responsibilities / MOAs
- Appendix C: Agreements (as needed)