REGIONAL HOUSING AUTHORITY

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

1455 Butte House Road • Yuba City, CA 95993

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

www.RegionalHA.org

September 24, 2025

TO:
Chairperson Denise Conrado
Vice-Chairperson Sue Hoek
Commissioner Marc Boomgaarden
Commissioner Robb Tucker
Commissioner Bob Woten
Commissioner Manny Cardoza
Commissioner Jeramy Chapdelaine
Commissioner Don Blaser
Commissioner Suzanne Gallaty
Commissioner Kent Boes
Commissioner Karm Bains
Commissioner Andy Vasquez
Commissioner John Loudon
Commissioner Anthony Kurlan
Legal Counsel Brant Bordsen

Sutter County Board of Supervisors
Nevada County Board of Supervisors
Yuba County Board of Supervisors
Colusa County Board of Supervisors
City Council, Live Oak
City Council, Yuba City
City Council, Colusa
Duane Oliveira, General Counsel Emeritus
Appeal-Democrat
PEU Local #1
Toni Darwazeh, City of Yuba City
The Union

NOTICE OF REGULAR MEETING

October 1, 2025

You are hereby notified that the Commissioners of the Regional Housing Authority are called to meet in Regular Session at **12:15 PM on Wednesday, October 1, 2025, at Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991.**

Gustavo Becerra
Executive Director

AGENDA
REGULAR MEETING
OF THE BOARD OF COMMISSIONERS OF
REGIONAL HOUSING AUTHORITY

Richland Neighborhood Center,
420 Miles Avenue, Yuba City, CA 95991
October 1, 2025, 12:15 PM

A. CALL TO ORDER: ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. PUBLIC PARTICIPATION: Members of the public shall be provided with an opportunity to address the Board on items of interest that are within the subject matter jurisdiction of the Board. Any member of the audience who may wish to bring something before the Board that is not on the agenda may do so at this time; however, State law provides that no action may be taken on any item not appearing on the posted Agenda. Persons who wish to address the Board during public comment or with respect to an item that is on the agenda will be limited to three (3) minutes.

D. AWARDS AND PRESENTATIONS: NONE

E. EXECUTIVE SESSION: NONE
May be held under California Government Code regarding pending and/or anticipated litigation, property acquisition, and/or personnel issues.

F. CONSENT CALENDAR: All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time that the Board votes on the motion unless members of the Board request specific items to be discussed or removed from the Consent Calendar for individual action.

1. Recommend Approval of Minutes – September 17, 2025 pg. 1

2. Recommend Approval of Changes to the Organizational Chart and Lead Grounds/Maintenance Worker Job Description pg. 4

G. OLD BUSINESS: Discussion/Possible Action: NONE

H. NEW BUSINESS: Discussion/Possible Action:

3. Recommend Approval of Amended and Restated Joint Executed Powers Agreement pg. 9
Gustavo Becerra, Executive Director

I. ADMINISTRATIVE REPORT:

4. Administrative Update
Gustavo Becerra, Executive Director

J. HOUSING COMMISSIONERS' COMMENTS:

K. NEXT MEETING: October 15, 2025

L. ADJOURNMENT:

REGIONAL HOUSING AUTHORITY
Minutes
Regular Board Meeting
September 17, 2025

ITEM NO. A - CALL TO ORDER:

Chairperson Denise Conrado called the meeting to order.

ITEM NO. A - ROLL CALL:

Chairperson Denise Conrado, Commissioners Andy Vasquez, Jeramy Chapdelaine, Anthony Kurlan, Don Blaser, Bob Woten, Manny Cardoza, John Loudon, Karm Bains, Marc Boomgaarden, Suzanne Gallaty, and Kent Boes were present. Vice-Chairperson Sue Hoek and Commissioner Robb Tucker were absent. Legal Counsel Brant Bordsen was also present.

ITEM NO. B. – PLEDGE OF ALLEGIANCE:

Commissioner Vasquez led the pledge of allegiance.

ITEM NO. C. – PUBLIC PARTICIPATION: NONE

ITEM NO. D.-AWARDS AND PRESENTATIONS: NONE

ITEM NO. E. – EXECUTIVE SESSION: NONE

ITEM NO. F.1-5- CONSENT CALENDAR:

Commissioner Vasquez made a motion to approve the Consent Calendar as submitted. Commissioner Bains made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Denise Conrado, Commissioners Bob Woten, Manny Cardoza, Don Blaser, Jeramy Chapdelaine, Andy Vasquez, Suzanne Gallaty, Kent Boes, Karm Bains, John Loudon, Marc Boomgaarden, and Anthony Kurlan
Nays: None
Abstain: None
Absent: Vice-Chairperson Sue Hoek and Commissioner Robb Tucker

ITEM NO. G. – OLD BUSINESS: NONE

ITEM NO. H.6. – ACCEPTANCE OF AUDIT INTO RECORD:

Interim Chief Financial Officer Crystal Mirabal reported the auditors completed their review of the financial statements and issued a clean audit and stated the internal controls are sound and the resources are being managed responsibly.

Commissioner Cardoza made a motion to accept the audit into record. Commissioner Woten made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Denise Conrado, Commissioners Bob Woten, Manny Cardoza, Don Blaser, Jeramy Chapdelaine, Andy Vasquez, Suzanne Gallaty, Kent Boes, Karm Bains, John Loudon, Marc Boomgaarden, and Anthony Kurlan
Nays: None
Abstain: None
Absent: Vice-Chairperson Sue Hoek and Commissioner Robb Tucker

ITEM NO. I. 7. – FINANCE UPDATE:

Ms. Mirabal stated the business activities are doing well. She shared that the Neighborhood Stabilization costs came in a little higher than budgeted due to having higher landscaping costs than multi-family properties. Ms. Mirabal said the emergency repairs at the USDA property will be paid out of the reserve funds.

ITEM NO. I. 8. - ADMINISTRATIVE UPDATE:

Executive Director Gustavo Becerra shared the Housing Choice Voucher program received a 100% on their SEMAP scores giving them the status of High Performer. He thanked the Finance team for a clean audit. Mr. Becerra said a temporary certificate of occupancy was received for the Wheatland Senior project with residents moving in very soon. He shared the modulars for the Truckee project have arrived and will be set this week.

Mr. Becerra said the demolition of the trailers at the Richland Village project is completed. He mentioned the site improvement permit should be received any day. Mr. Becerra mentioned there will be an at-risk closing done because there will be some site work including grading to get ahead of the weather.

Mr. Becerra shared the Lake County transfer is still on track. He said HUD wants all the jurisdictions to approve the Joint Powers Agreement (JPA) before giving their final approval.

ITEM NO. J - HOUSING COMMISSIONERS' COMMENTS:

Commissioner Chapdelaine stated the City of Live Oak is getting back to business.

Commissioner Kurlan stated it was a great audit.

Commissioner Boomgaarden shared there will be more affordable housing projects coming to the City of Yuba City soon. He also stated there will be a new cancer center built on Franklin Avenue and Center Street.

Commissioner Woten said the new City Manager for Live Oak is settling in well.

Commissioner Gallaty said it was a great audit.

Commissioner Boes shared he saw residents moving into the new project in Williams.

Commissioner Blaser said there will be a Farm to Fork event in downtown Marysville on September 27th.

Commissioner Loudon asked about the timeline for Phase 2 of Rancho Colus. Mr. Becerra stated there is no timeline yet.

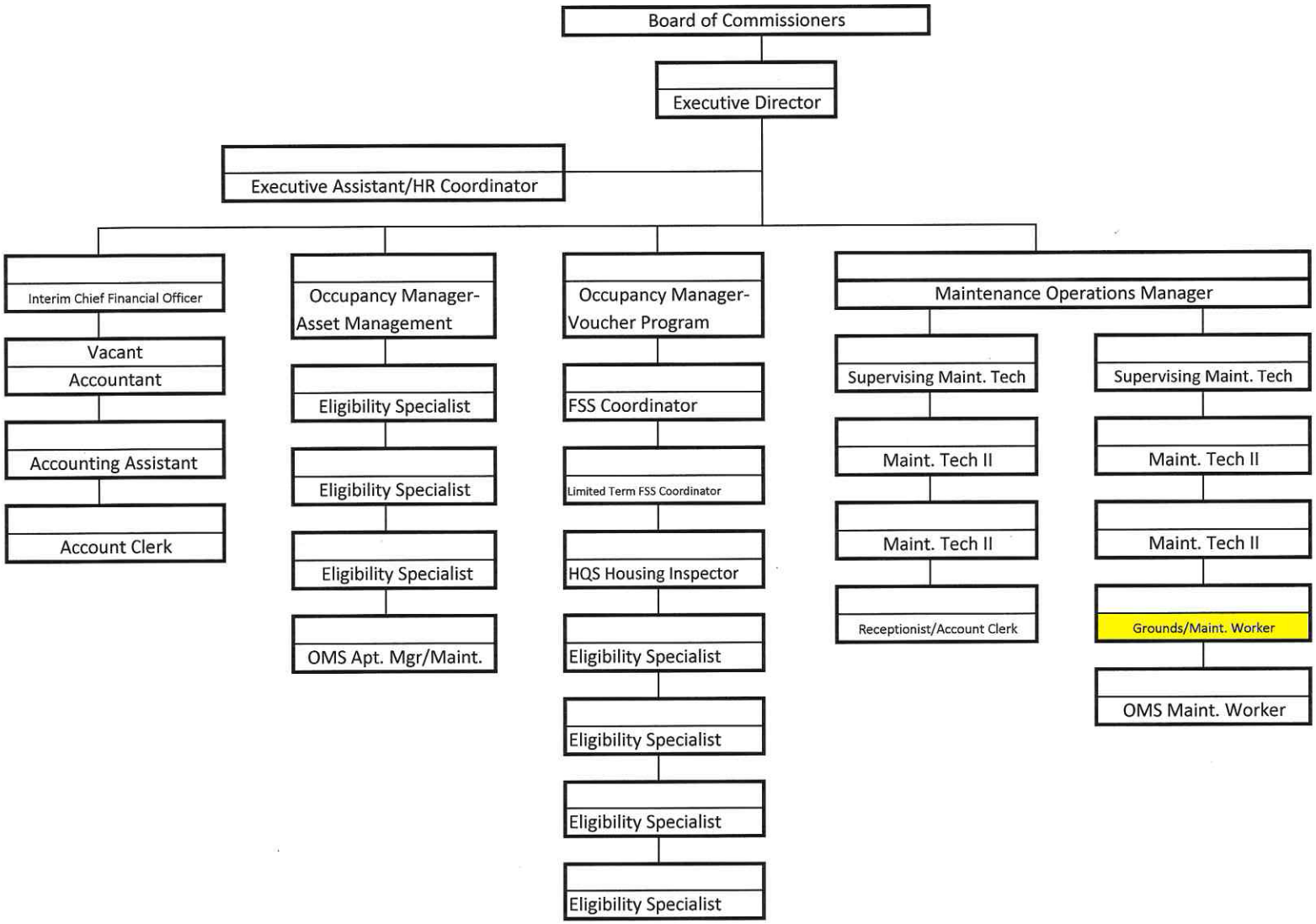
Legal Counsel Brant Bordsen mentioned the documents to add Lake County are in the works. He also said there was a summons on a minor manner that he has responded to and should be dismissed. Mr. Bordsen said the giant pumpkin weigh off will be the last Saturday of September at Bishops Pumpkin Farm.

Chairperson Conrado congratulated staff on a clean audit. She mentioned she attended a Public Housing conference with Mr. Becerra and learned more about the challenges. Chairperson Conrado said the agency has a wonderful Executive Director and runs this Housing Authority well.

ITEM NO. K – NEXT MEETING: October 1, 2025

ITEM NO. L - ADJOURNMENT: The meeting was adjourned at 12:38 PM.

Regional Housing Authority Organizational Chart



Regional Housing Authority

Adopted: 10-12-95
Revised: 9-2330-

2519

FLSA: Non-Exempt

~~LEAD~~ GROUNDS/MAINTENANCE WORKER

Bi-Weekly Salary $1,769.08 TO $2,485.48

THE POSITION:

Under general supervision, to ~~provide lead direction, train, and direct staff assigned to building and grounds maintenance;~~ perform a variety of skilled and semi-skilled building and ground maintenance and repair work; and to perform related work as assigned.

CLASS CHARACTERISTICS:

This is a one-position class with responsibility to ~~provide lead supervision of staff on a day-to-day basis, and to~~ perform a wide variety of landscape and grounds maintenance work on a wide-range of facilities. The incumbent works independently with policy direction and supervision from the Maintenance Operations Manager or his/her designee. This position is distinguished from the class of Maintenance Worker by its primary responsibility for grounds maintenance ~~and lead supervision~~.

EXAMPLES OF DUTIES:

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the classification. Class specifications are not intended to reflect all duties performed within the job.

Interior of Units

- Clean
- Install and/or repair windows, doors, cabinets, closets
- Electrical and wiring, i.e. cuts, bends, and threads conduit
- Diagnosis complex plumbing issues
- Replace/repair Appliances i.e., ovens, stoves, refrigerators, water heaters
- Carpentry
- Painting
- Sheetrock repair including taping and texturing walls and ceilings
- Removal of trash and debris
- Install flooring to include but not limited to (vinyl, wood, carpet, VCT)
- Cleans carpets with extractor
- Perform other duties as assigned

Exterior of Units

- Maintain curb appeal, i.e. cutting grass, watering, trimming trees, shrubs and hedges, cultivation of plants, spraying and pulling weeds, install, repairs and maintains sprinkler systems
- Repairs street, parking lot and building lights
- Pressure wash buildings
- Removal of graffiti
- Pick up and remove trash and debris
- Maintain parking lots, streets, sidewalks, curbs, gutters and signs
- Checks and cleans storm drains and storm drain systems
- Repairs and or replacement of sidewalks (including cement and asphalt patch work as needed)
- Repairs fencing
- Repairs roofing as needed on different types of roofs
- Repair, clean and maintain roof gutters, downspouts and related components
- Performs pest services as needed as applied according to integrated pest management
- Applies herbicides, i.e. Roundup, and reports usage as required by jurisdiction
- Perform other duties as assigned

Equipment/Tools

- Ability to operate and maintain grounds equipment, i.e. tractor/riding mower/push mower/trailer, as it relates to this position
- Operates and maintains basics tools according to manufacturer's guidelines, and health and safety guidelines
- Follow and establish Safety Data Sheets (SDS) program

Health and Safety

- Follow all safety procedures such as using necessary safety equipment and reporting all safety hazards
- Assist in ~~P~~providinge training for staff as needed
- Assist in developing safety and service programs

Reporting/Documentation

- Ability to use appropriate computer programs such as Word, Excel and Outlook
- Complete required documentation on work orders, and submit within prescribed timelines
- Prepares purchase requests for landscape maintenance and related items

- Review monthly work order schedule report
- Print, evaluate, and prioritize work orders
- Maintain daily logs such as equipment/service logs
- Maintain communication with other staff members, vendors, contractors, property manager and project managers as assigned
- Ability to communicate effectively both in oral and written form
- ~~Oversee staff in work programs~~
- ~~Oversee Laborer and Maintenance Worker~~

Miscellaneous

- Order supplies
- Identify preventative maintenance
- Ensures that grounds and maintenance of the facilities are properly maintained
- Supervise and manage special projects
- Ability to work with contractors

MINIMUM QUALIFICATIONS:

Knowledge of:

- Basic methods, tools, equipment, and materials used in building maintenance and repair work, i.e., carpentry, electrical, heating, and plumbing
- Diagnostic principles and practices used in building/grounds maintenance repair work
- Methods, tools and materials used in preparation of and in painting of a variety of surfaces
- Proper use and maintenance of basic trade tools
- Safety principles and practices required for general maintenance/grounds work, trees, shrubs, plants and groundcovers used in parks and public landscaped areas
- Techniques, tools, equipment, and materials used in cultivating and maintaining a variety of landscaped areas;
- Use and safety applications for pesticides/herbicides
- Safety procedures used in maintaining landscaping and tree trimming techniques
- ~~Basic supervision methods and practices~~

Ability to:

- ~~Supervise and direct maintenance/grounds crews~~
- Perform specialized, skilled and semi-skilled maintenance/grounds work
- Ability to care for and maintain tools and equipment properly
- Analyze maintenance/grounds problems and determine alternatives for correction
- Follow oral and written instructions
- Use sound, good independent judgment within established guidelines

- Prepare basic maintenance/grounds schedules and reports
- Establish and maintain effective working relationships with others including but not limited to coworkers, contractors, and vendors
- Set priorities, identify, and resolve problems
- Utilize modern technology for communication
- Work outdoors in any/all weather conditions
- Climb ladders and perform tasks at various elevations
- Ability to read blueprints.

Education and Experience:

- Equivalent to completion of three years of experience in parks and/or landscape maintenance, or development that would demonstrate the above knowledge and abilities.

Physical Requirements:

Essential duties require the following physical skills and work requirements.

- Ability to work in a variety of park and landscaping settings, including dexterity to use a variety of landscape tools and equipment;
- Ability to lift up to 150 pounds and heavier weights with proper equipment;
- Ability to climb all necessary ladders as needed

Special Requirement:

- Possession of a valid California Driver's license and meet automobile insurability requirements.
- Must be available to work overtime and be subject to call back for maintenance/grounds emergencies.
- Must be able to perform heavy manual labor.

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT BETWEEN SUTTER, NEVADA, YUBA, ~~AND~~ COLUSA AND LAKE 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~~ effective November 1, ~~6th day of July~~, 202516, by and between the counties of Sutter, Nevada, Yuba, ~~and~~ Colusa and Lake (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") and the Amended and Restated Agreement ("Agreement") approved as of July 6, 2016.

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, in 2025, the County of Lake 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 County of Lake~~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 Lake 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 County of Lake ~~counties of Yuba and Colusa, and the City of Colusa~~ as a Member Agency~~ies~~ and, is hereby renamed as the Regional Housing Authority, serving the communities of Sutter, Nevada,

Yuba, ~~and~~ Colusa and Lake 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~~Commissioners:
   (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) Elected Member Representative Terms. Elected Member Representatives shall be appointed to a~~four~~ one (14) year term commencing on January 31 of each year~~s~~; provided, however, that no such Commissioner shall continue to be a Commissioner if the appointing board or council ceases to be a Member Agency.
   ~~(e)~~(f) Non-Elected Member Representative Terms. Non-Elected Member Representatives shall be appointed to a four (4) year term commencing on January 31 of the year of their appointment; 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)~~(g) New Member Representatives. New Members Agencies shall designate ~~one of their initial~~ Member Representative~~s~~ to serve for a a term of either~~n~~ ~~initial~~ one (1) year ~~term~~

Formatted: No underline

commencing on January 31 of the year of their appointment if the are an Elected Member Representative ~~of three (3) years and~~or ~~one~~ a Non-Elected Member Representative to serve ~~for an initial~~a term of four (4) years commencing on January 31 of the year they are appointed. All successor appointees to the Board shall be appointed to either a one year term or a ~~for~~ four (4) year term~~s~~, except that all mid-term vacancies shall be filled only for the unexpired portion of the term.

~~(g)~~(h) Tenant Representative Terms. The term of office of the Tenant Representative shall be two (2) years commencing on January 31 of the year of their appointment; 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)~~(i) 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)~~(j) Quorums; Majority Vote Required. ~~Three-fifths (3/5ths)~~A simple majority 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)~~(k) 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)~~(l) 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)~~(m) Board Authority. Upon appointment of all required Commissioners has hereinabove provided, the Authority shall (i) be authorized to exercise all of the powers and transact all of the business which a housing authority is authorized to conduct pursuant to the Housing Authority Law; (ii) be vested with the powers and duties of all housing authorities previously created by Member Agencies and, upon the vesting of such powers and duties, be authorized to exercise all such powers and duties; (iii) be vested with all title, right and interest in any properties or housing projects owned or operated by all housing authorities previously created by Member Agencies and shall immediately transfer to and accept title in the Authority's name of any property owned or held in trust by said housing authorities; (iv) accept and assume any and all debts, demands, liabilities or obligations existing in favor of or against all housing authorities previously created by Member Agencies, and any proceedings of such housing authorities shall become those of the Authority. All such powers and duties, all right, title, and interest to property and all assumptions of debts, demands, liabilities, obligations and proceedings shall be deemed

to have the same validity, force and effect as if acquired, incurred, accrued or taken by the Authority.

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

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

(b) To act as the executive body of the Authority, which power said Board may delegate to staff to the extent the Authority deems appropriate and is otherwise in accordance with law;

(c) To enter into contracts and to accept and expend funds from federal, state, Member Agencies, and other sources for the purposes specified herein;

(d) To prepare, review and update a strategic or other long-term plan for the District, establish priorities for projects and funding applications, make progress reports to applicable federal, state and local agencies related to Authority business, and make such other reports as may be required or appropriate;

(e) To assist and work with Member Agencies in providing housing programs or meeting federal, state or local housing requirements or complying with local community desires;

(f) To buy, sell and manage property and housing projects, and to hold all right, title and interest in said properties and projects, within the Authority's geographical areas of operation, or by contract as authorized by applicable Health & Safety Code provisions. Pursuant to Health & Safety Code section 34327, the Authority's areas of operation shall be the combined areas of operation for each of its Member Agencies, to wit the Counties and Cities in accordance with Health & Safety Code sections 34208 and 34209.

(g) To manage Section 8 housing voucher programs and provide other housing-related services consistent with the authority granted to the Board under the Housing Authorities Law;

(h) To exercise the powers and duties of the respective Housing Authorities that were previously established by Member Agencies.

(i) To appoint or hire such staff or contract with such entities or individuals as the Board deems necessary to carry out the Authority's functions and purposes.

(j) To receive appropriate training and travel reimbursements incurred in the discharge of their duties, in compliance with state law. Commissioners shall not receive any compensation for attending Board meetings other the meeting per diem authorized by Health & Safety Code section 34274.

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

7. Fiscal Year. For purposes of this Agreement, the Authority shall have a fiscal year from April 1 to and including the following March 31.

8. Custody of funds; reporting. All receipt and payments of public funds shall be paid to and disbursed by Authority which shall be strictly accountable for all funds and responsible for reporting to the Members hereof as requested or otherwise required by law. The Board shall

establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of the Authority shall be open to inspection at all reasonable times by any party to this agreement or its representatives. Annual audits of the Authority's accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code. The Authority shall maintain all such audit report and any management letters arising from said reports for a period of five (5) fiscal years after the report has been issued, and copies of said documents or other public records shall be promptly provided to Member Agencies upon their request.

9. Limitations on Expenditures. The Board and every official or employee of the Authority shall be limited in the making of expenditures or the incurring of liabilities to the amount of appropriations allowed by the budget as adopted by the Board or thereafter revised by the Board. No expenditure of any kind or contract entered into on behalf of Authority without approval by the Board, except as otherwise provided by law, warrants issued, expenditures made or liabilities incurred in excess of any budget appropriation are not a liability of the Authority or a liability of any party to this Agreement.

10. Member Not Liable for Debts of Authority. Pursuant to Section 6508.1 of the California Government Code, the debts, liabilities, and obligations of the Authority shall be those of the Authority and shall not, under any circumstances, constitute debts, liabilities or obligations incurred by any party to this Agreement. Should any debt, liability or obligation of the Authority not be waived or allowed payable through assets of the Authority, none of the members shall be liable.

11. Insurance. During the term of this Agreement, the Authority shall maintain general liability insurance coverage, as well as errors and omissions coverage, in a sum not less than $2 million per occurrence. The insurance shall contain a written endorsement to such policy or policies which names each of the Member Agencies as additional insureds.

12. Legal Services. The Authority may call upon the Office of the County Counsel for the County of Sutter for legal services, or may employ its own separate legal counsel.

13. Duration of Agreement. Any Member may withdraw from the Authority at any time by providing at least sixty (60) days written notice to the Secretary to the Board. This Agreement shall continue in effect until terminated by agreement or withdrawal of all but one of the County or City Members. Withdrawal by any Member shall relieve said Member from any further rights or obligations to the Authority as of the effective date of the notice of termination.

14. Termination of the Authority. In the event the Authority is terminated by agreement, the property and monies on hand at the time of termination, after all debts and liabilities are paid, shall be distributed among the parties to the then Members of the Authority in accordance with

their proportionate contributions thereto. Consistent with applicable laws and restrictions on transfer of properties under the Authority's ownership or control, the Authority may sell such property as may be necessary to pay any outstanding debts, liabilities or obligations of the Authority upon termination. Any Member who withdraws from the Authority prior to termination of the Authority shall forfeit all of its right, title and interest to all such property and monies; except that any property or housing projects which require ongoing management services or oversight and which cannot be otherwise sold or transferred at the time of dissolution shall become the sole responsibility of the Member Agency in whose jurisdiction the project lies, and shall not be a debt, obligation or other burden on any other Member Agency.

The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

15. New Members. With the approval of all Member Agencies, any qualified public agency (as defined by Government Code Sections 6500 and the Housing Authority Law) may become a party to this Agreement. A party to this Agreement may be a voting member. A public agency requesting membership may apply by presenting to the Authority a certified resolution of the public agency approving this Agreement. The date and terms upon which the applying public agency will become a member will be determined by the Member Agencies, based on a recommendation from the Board of Commissioners.

16. Agency Designation: Pursuant to Government Code section 6509, the Authority's exercise of power is subject to the restrictions upon the manner of exercising the powers of its Member Agencies.

17. Severability. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

18. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument mutually agreed upon and signed by all Member Agencies.

19. Counterparts; Effective Date. This Agreement may be executed in counterpart and when so executed by each and every party hereto shall be deemed to be executed by all parties as if it

were a single document. Said executed counterparts shall be retained by Authority and the Authority shall distribute to all other parties copies of said original counterparts promptly after execution, or upon request of a Member. The effective date of this Agreement shall be the date on which the last Member Agency executes this Agreement.

[*Signatures on following pages*]

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

CITY OF YUBA CITY

_____

By:
Title:

CITY OF LIVE OAK

_____

By:
Title:

COUNTY OF SUTTER

_____

By:
Title:

COUNTY OF NEVADA

_____

By:
Title:

COUNTY OF YUBA

_____

By:
Title:

COUNTY OF COLUSA

_____

By:
Title:

CITY OF COLUSA

_____

By:
Title:

COUNTY OF LAKE

_____

By:
Title: