

A G E N D A

BOARD OF COMMISSIONERS HOUSING AUTHORITY OF THE COUNTY OF MERCED

**Regular Meeting
Tuesday, February 19, 2019
12:00 p.m.**

Closed session immediately following

Housing Authority of the County of Merced
Administration Building
405 "U" Street
Board Room – Building B (Second Floor)
Merced, CA 95341
(209) 386-4139

Margaret Pia, Chairperson
Jack Jackson, Vice-Chair
Evelyn Dorsey
Rick Osorio
Jose Resendez
Rachel Torres
Hub Walsh

All persons requesting disability related modifications or accommodations may contact the Housing Authority of the County of Merced at (209) 386-4139, 72 hours prior to the public meeting.

All supporting documentation is available for public review in the office of the Administrative Assistant located in the Housing Authority Administration Building, Second Floor, 405 "U" Street, Merced, CA 95341 during regular business hours, 8:00 a.m. – 5:00 p.m., Monday through Friday.

The Agenda is available online at www.merced-pha.com

Use of cell phones, pagers, and other communication devices is prohibited while the Board Meeting is in session. Please turn all devices off or place on silent alert and leave the room to use.

I. CALL TO ORDER AND ROLL

II. COMMISSIONER and/or AGENCY ADDITIONS/DELETIONS TO THE AGENDA

(M/S/C): ____/____/____

III. APPROVAL OF THE FOLLOWING MEETING MINUTES:

A. December 18, 2018 Regular Meeting (M/S/C): ____/____/____



IV. UNSCHEDULED ORAL COMMUNICATION

NOTICE TO THE PUBLIC

This portion of the meeting is set aside for members of the public to comment on any item within the jurisdiction of the Commission, but not appearing on the agenda. Items presented under public comment may not be discussed or acted upon by the Commission at this time.

For items appearing on the agenda, the public is invited to comment at the time the item is called for consideration by the Commission. Any person addressing the Commission under Public Comment will be limited to a 5-minute presentation.

All persons addressing the Commission are requested to state their name and address for the record.

V. CONSENT CALENDAR:

- A. Rent Delinquency Report for January 2019
- B. Track Summary Report for January 2019
- C. Financial Reports for January 2019

(M/S/C): ____/____/____

VI. BUSINESS (INFORMATION AND DISCUSSION, RESOLUTION and ACTION ITEMS):

A. Information/Discussion Item(s):

- 1.) Director's Updates
 - i. Unsheltered Persons Count
 - ii. PHA High Performer Certificates
 - iii. HUD Update

B. Resolution Item(s):

- 1.) **Resolution No. 2019-01:** Approving a temporary appointment for the position of Interim Finance Officer.

(M/S/C): ____/____/____

- 2.) **Resolution No. 2019-02:** Approving amended joint powers agreement creating the California Housing Workers' Compensation Authority (CHWCA)

(M/S/C): ____/____/____

C. Action Item(s):

None

VII. COMMISSIONER'S COMMENTS

VIII. CLOSED SESSION ITEM(S):

- A. Pursuant to Government Code §54956.9(b)
Conference with Legal Counsel – Anticipated Litigation

IX. ADJOURNMENT



MINUTES

BOARD OF COMMISSIONERS HOUSING AUTHORITY OF THE COUNTY OF MERCED

Regular Meeting Tuesday, December 18, 2018

- I. The meeting was called to order by Chairperson Pia at 12:03 p.m. and the Secretary was instructed to call the roll.

Commissioners Present:

Margaret Pia, Chairperson
Jack Jackson, Vice Chairperson
Evelyne Dorsey
Rick Osorio
Jose Resendez
Hub Walsh

Commissioners Absent:

Rachel Torres

Chairperson Pia declared there was a quorum present.

Staff Present:

Rosa Vazquez, Executive Director/Board Secretary
Dave Ritchie, Legal Counsel
Blanca Arrate, Director of Housing Programs
Maria F. Alvarado, Executive Assistant
Tracy Jackson, Director of Housing Programs
Sue Speer, Director of Development
Brian Watkins, Finance Officer

Others Present:

None

- II. **COMMISSIONER and/or AGENCY ADDITIONS/DELETIONS TO THE AGENDA:**

None

(M/S/C): Commissioner Jackson/Commissioner Resendez/passed unanimously

- III. **APPROVAL OF THE FOLLOWING MEETING MINUTES:**

A. November 27, 2018 Special Meeting

(M/S/C): Commissioner Jackson/Commissioner Dorsey/passed unanimously



IV. UNSCHEDULED ORAL COMMUNICATION:

None

V. CONSENT CALENDAR:

A. PHAS Report for November 2018

B. Aged Receivables Report for November 2018

C. Financial Reports for November 2018

(M/S/C): Commissioner Osorio/Commissioner Dorsey/passed unanimously

VI. BUSINESS (INFORMATION AND DISCUSSION, RESOLUTION and ACTION ITEMS):

A. Information/discussion Item(s):

1.) Directors Updates:

- a. Executive Director Vazquez provided a reminder to the Board about the Authority's Annual Holiday Party.
- b. Executive Director Vazquez informed the Board that the Authority will again participate in the Annual Homeless Count & Survey which will take place on January 24, 2019.
- c. The Board was notified that work for Public Housing's WAR I project is near completion.
- d. Executive Director Vazquez informed the Board that the Pension Obligation Bond was issued and was now complete.

B. Resolutions Item(s):

- 1.) **Resolution No. 2018-29:** Awarding the contract for security systems and monitoring services agency-wide to B.I.C. Security Systems

(M/S/C): Commissioner Osorio/Commissioner Dorsey/passed

- 2.) **Resolution No. 2018-30:** Awarding contract for banking services agency-wide to Farmers & Merchants Bank of Central California.

(M/S/C): Commissioner Walsh/Commissioner Resendez/passed

C. Action Item(s):

- 1.) **Action Item No. 2018-A-01:** Approving the disposal of all inoperable Public Housing site appliances.

(M/S/C): Commissioner Jackson/Commissioner Resendez/passed

- 2.) **Action Item No. 2018-A-02:** Approving a correction to RFP 2018-04 HVAC/Roof/Window Replacement Staff Report.

(M/S/C): Commissioner Jackson/Commissioner Resendez/passed



VII. COMMISSIONER'S COMMENTS

The Board wished staff a happy holiday season.

VIII. CLOSED SESSION ITEM(S):

The Board of Commissioners went into closed session at 12:35 p.m. The following people were present:

Board Members

Margaret Pia, Chair
Jack Jackson, Vice-Chair
Evelyne Dorsey
Rick Osorio
Jose Resendez
Hub Walsh

Others Present

Rosa Vazquez, Executive Director/Board Secretary
David Ritchie, Legal Counsel
Maria F. Alvarado, HR Manager/Board Clerk

- A. Pursuant to Government Code §54967.6
Conference with Labor Negotiators

The Board returned to Regular Session at 12:53 p.m. and direction was given to staff.

IX. ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 12:54 p.m.

Chairperson Signature / Date

Secretary Signature/ Date



Aged Receivables Report as of 1/31/2019

Property	0 - 30 days	31 - 60 days	61 - 90 days	Over 90 days	Total Unpaid Charges	Prepayments	Balance
AMP 1							
ca023001 PH - Merced	2,579.32	172.96	1,341.00	(139.55)	3,953.73	(3,813.13)	140.00
ca023010 PH - Merced	1,979.37	100.00	228.00	1,054.26	3,361.63	(3,743.01)	(381.38)
ca023013 PH - Merced Sr	324.15	-	10.00	979.91	1,314.06	(1,803.48)	(489.42)
ca023021 PH - Acquisition	-	-	-	(14.48)	(14.48)	-	(14.48)
ca023023 PH - Acquisition	-	-	-	(20.00)	(20.00)	(68.00)	(88.00)
AMP 1 TOTALS	4,882.84	272.96	1,579.00	1,860.14	8,594.94	(9,427.62)	(833.28)
AMP 2							
ca023003 PH - Atwater - Cameo	1,041.91	66.37	5.00	-	1,113.28	(1,216.47)	(103.19)
ca023006 PH - Livingston	2,780.87	150.00	1,210.38	457.87	4,599.12	(4,153.71)	445.41
012a PH - Atwater	801.00	25.00	51.00	(10.00)	867.00	(1,479.70)	(612.70)
012b PH - Winton	183.00	-	-	(301.00)	(118.00)	(1,180.75)	(1,298.75)
AMP 2 TOTALS	4,806.78	241.37	1,266.38	146.87	6,461.40	(8,030.63)	(1,569.23)
AMP 3							
ca023002 PH - Los Banos	2,717.50	75.00	290.00	207.84	3,290.34	(2,623.63)	666.71
ca023004 PH - Los Banos - Abby, B, C & D	1,935.66	100.00	1,368.00	905.10	4,308.76	(3,664.48)	644.28
ca023005 PH - Dos Palos - West Globe	661.59	602.21	(590.00)	24.08	697.88	(1,217.46)	(519.58)
ca023011 PH - Los Banos - J & K St	947.00	50.00	478.00	2,355.00	3,830.00	(678.84)	3,151.16
012c PH - Dos Palos - Alleyne	1,200.95	50.00	872.00	1,719.00	3,841.95	(504.69)	3,337.26
012d PH - Dos Palos - Globe	604.00	-	25.00	20.00	649.00	(508.61)	140.39
AMP 3 TOTALS	8,066.70	877.21	2,443.00	5,231.02	16,617.93	(9,197.71)	7,420.22
AMP 4							
ca023024 PH - 1st Street	308.50	-	1.00	-	309.50	(193.00)	116.50
AMP 4 TOTALS	308.50	-	1.00	-	309.50	(193.00)	116.50
VALLEY VIEW							
atw Atwater Elderly	396.00	(31.00)	258.00	2,541.00	3,164.00	(4,370.00)	(1,206.00)
dp Dos Palos Elderly	382.00	-	(362.00)	329.00	349.00	(1,710.00)	(1,361.00)
mid Midway	3,204.74	974.00	2,055.99	931.95	7,166.68	(3,431.52)	3,735.16
VALLEY VIEW TOTALS	3,982.74	943.00	1,951.99	3,801.95	10,679.68	(9,511.52)	1,168.16
FELIX TORRES YEAR ROUND							
ft-yr Felix Torres Year Round Center	969.00	10.00	30,569.00	3,081.00	34,629.00	(3,833.02)	30,795.98
FELIX TORRES YEAR ROUND TOTALS	969.00	10.00	30,569.00	3,081.00	34,629.00	(3,833.02)	30,795.98
HOUSING AUTHORITY TOTALS	23,016.56	2,344.54	37,810.37	14,120.98	77,292.45	(40,193.50)	37,098.35

PHAS Tracking Summary
Fiscal Year Ending 09/30/19

Indicators		Estimated Status at End of Month											
Sub-Indicator #1	Performance Scoring	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Lease Up Days		3	15	23	33								
Average Lease Up Days		1.5	2	2	3								
Make Ready Time		339	477	580	662								
Average Make Ready Days		169.5	68	58	55								
Down Days		2	77	94	119								
Average Down Days		1	11	9	10								
Total # Vacant Units Turned		2	7	10	12								
Total # Turn Around Days		344	569	697	814								
Average Turn Around Days (To Date)	A = 0-20 B = 21-25 C = 26-30 D = 31-40 F = more than 50	172	81	70	68								

% Emergency Work Orders Abated W/in 24 hours	A = 99% B=98% C=97% D=96% E=95% F= less than 95%	100%	100%	100%	100%								
Average # days to complete Non-Emergency Work Orders	A = 25 days or less B=26-36 C=31-40 D=41-50 E=51-60 F= greater than 60	12	12	12	9								

HOUSING AUTHORITY OF THE COUNTY OF MERCED

AMP 1 (.fs-amp1)

REVENUE & EXPENDITURE STATUS REPORT

FISCAL YEAR PERIOD FROM: 10/01/18 TO: 9/30/2019

REPORT PERIOD FROM:

01-Oct-18

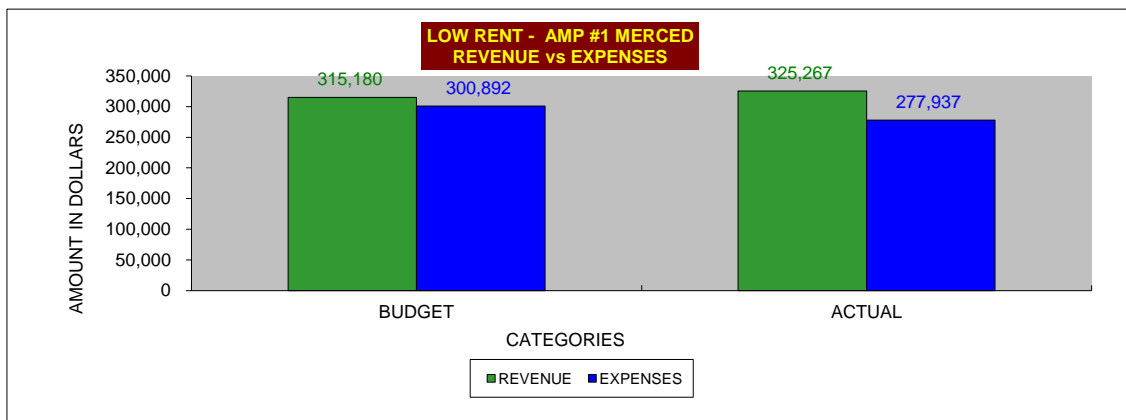
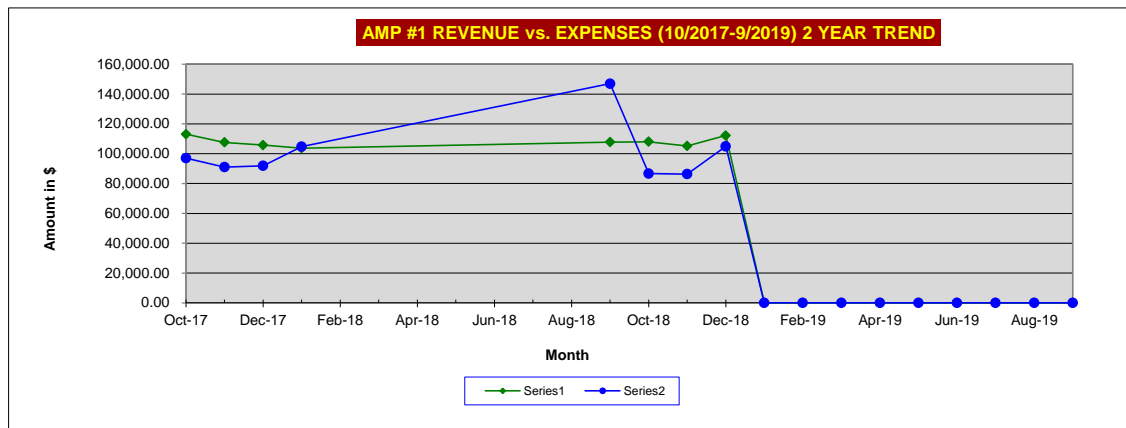
TO:

REV. RATE:

25.0%

UNIT/MONTH:

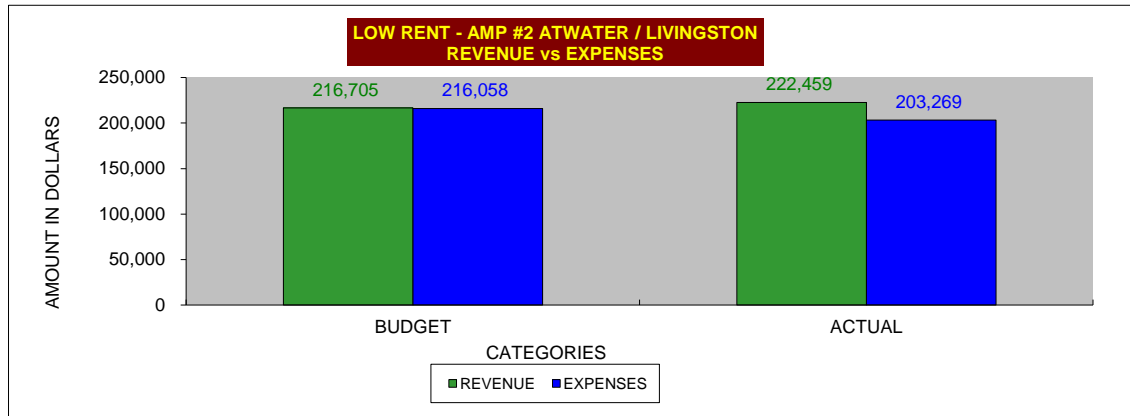
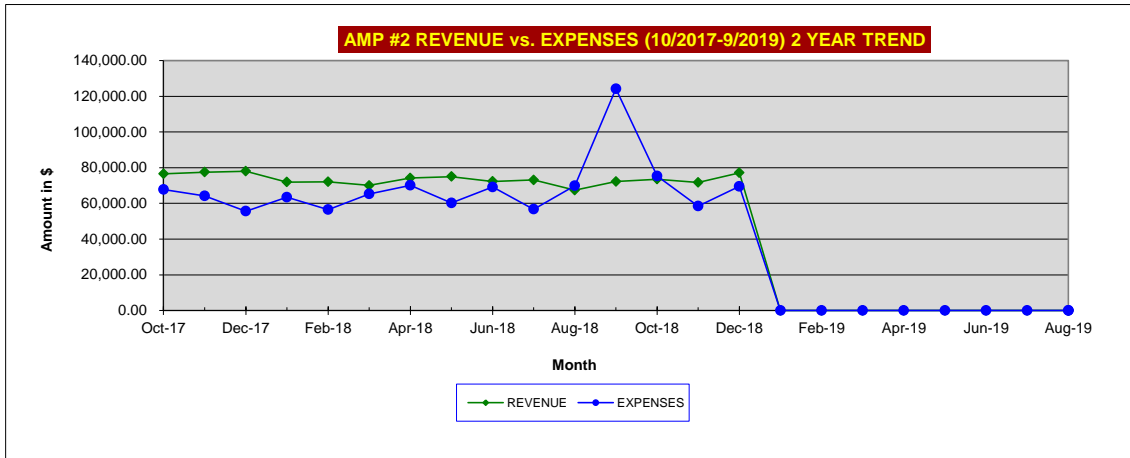
2,112



REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
RENTS	176,880	173,074	335.00	327.79
NON-DWELL. RENTS	0	0	0.00	0.00
OTHER INCOME	4,800	5,044	9.09	9.55
PFS SUBSIDY	133,500	147,149	252.84	278.69
	315,180	325,267	596.93	616.03
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
ADMIN.	96,826	99,487	183.38	188.42
TENANT SERVICES	169	0	0.32	0.00
UTILITIES	47,344	33,152	89.67	62.79
MAINT.	92,166	83,805	174.56	158.72
GENERAL	32,562	29,668	61.67	56.19
DEPRECIATION	31,825	31,825	60.27	60.27
EQUITY TRANSFERS	0	0	0.00	0.00
	300,892	277,937	569.87	526.39
NET SURPLUS	14,288	47,331		
NET FROM OPERATIONS	14,288	47,331		
ENDING EQUITY BALANCE	2,394,549	2,361,506		
NET SURPLUS	14,288	47,331		
ADD BACK DEPRECIATION	31,825	31,825		
CASH FLOW	46,113	79,155		

01-Oct-18

TO: 31-Dec-18



REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
RENTS	144,000	138,476	410.26	394.52
INTEREST	0	0	0.00	0.00
OTHER INCOME	2,705	4,015	7.71	11.44
PFS SUBSIDY	70,000	79,968	199.43	227.83
	216,705	222,459	617.40	633.79

EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
ADMIN.	65,321	55,973	186.10	159.47
UTILITIES	45,400	38,477	129.34	109.62
MAINT.	67,144	70,451	191.29	200.71
GENERAL	20,350	20,133	57.98	57.36
DEPRECIATION	17,843	17,843	50.83	50.83
EQUITY TRANSFERS	0	0	0.00	0.00
	216,058	203,269	615.54	579.11

NET SURPLUS	647	19,190		
NET FROM OPERATIONS	647	19,190		

ENDING EQUITY BALANCE	1,827,441	1,808,898		
-----------------------	-----------	-----------	--	--

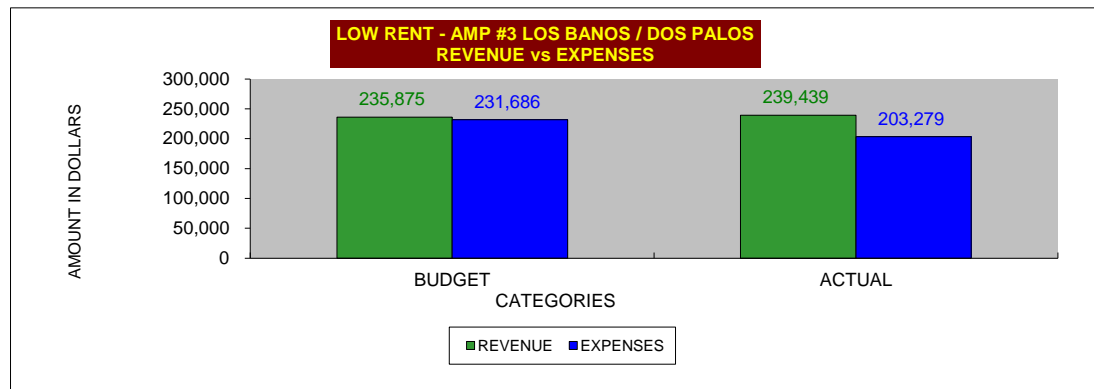
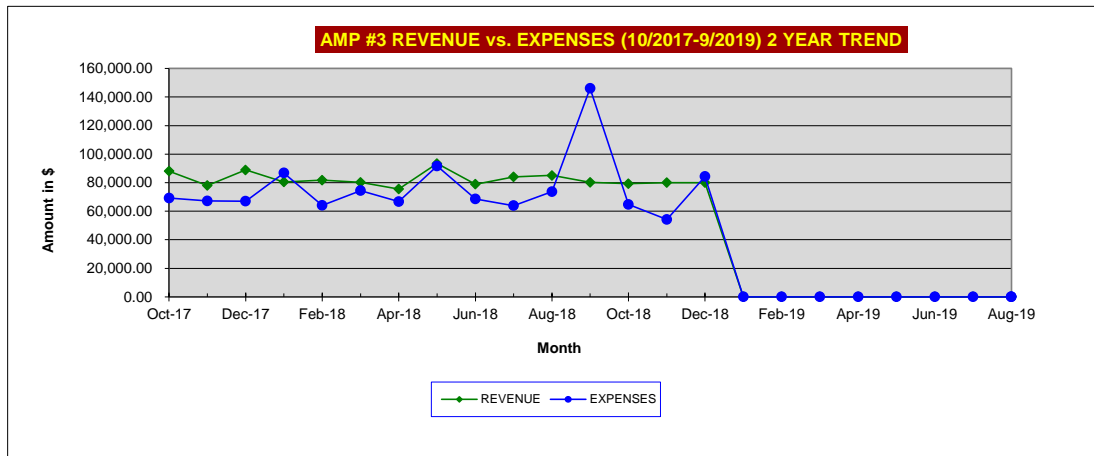
NET SURPLUS	647	19,190		
ADD BACK DEPRECIATION	17,843	17,843		
CASH FLOW	18,490	37,033		

HOUSING AUTHORITY OF THE COUNTY OF MERCED
 AMP 3 (.fs-amp3)
 REVENUE & EXPENDITURE STATUS REPORT
 FISCAL YEAR PERIOD FROM: 10/01/18 TO: 9/30/2019
 REPORT PERIOD FROM:

REV. RATE: 25.0%
 # UNIT/MONTH: 1,464

01-Oct-18

TO: 31-Dec-18



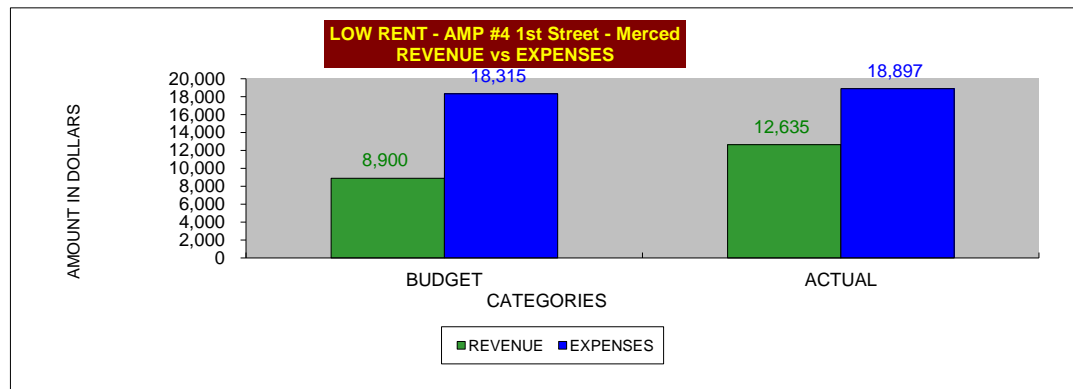
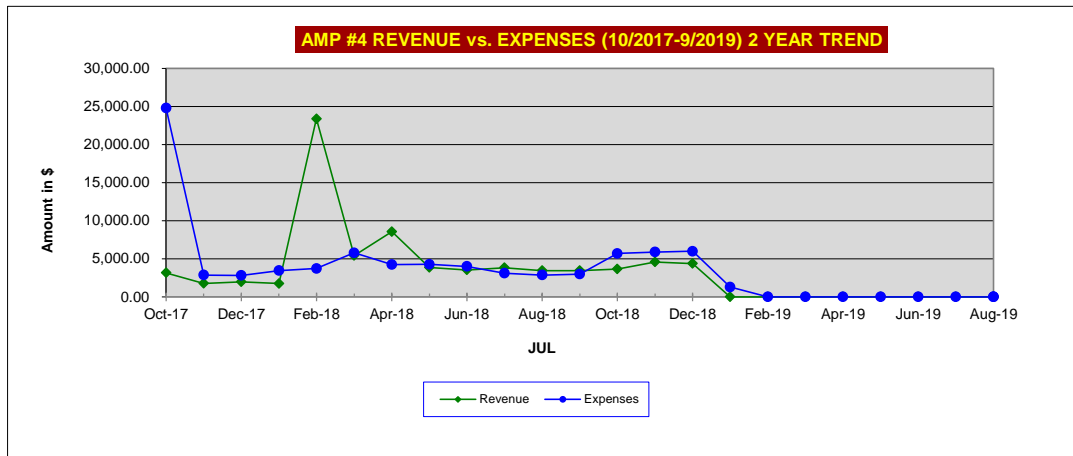
REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
RENTS	139,500	135,876	381.15	371.25
INTEREST	0	0	0.00	0.00
OTHER INCOME	3,375	4,053	9.22	11.07
PFS SUBSIDY	93,000	99,510	254.10	271.89
	235,875	239,439	644.47	654.21
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
ADMIN.	79,074	58,599	216.05	160.11
UTILITIES	36,695	36,271	100.26	99.10
MAINT.	78,883	71,830	215.53	196.26
GENERAL	22,428	21,563	61.28	58.92
DEPRECIATION	14,606	14,606	39.91	39.91
EQUITY TRANSFERS	0	0	0.00	0.00
	231,686	203,279	633.03	555.42
NET SURPLUS	4,189	36,161		
NET FROM OPERATIONS	4,189	36,161		

ENDING EQUITY BALANCE	1,772,938	1,740,966
-----------------------	-----------	-----------

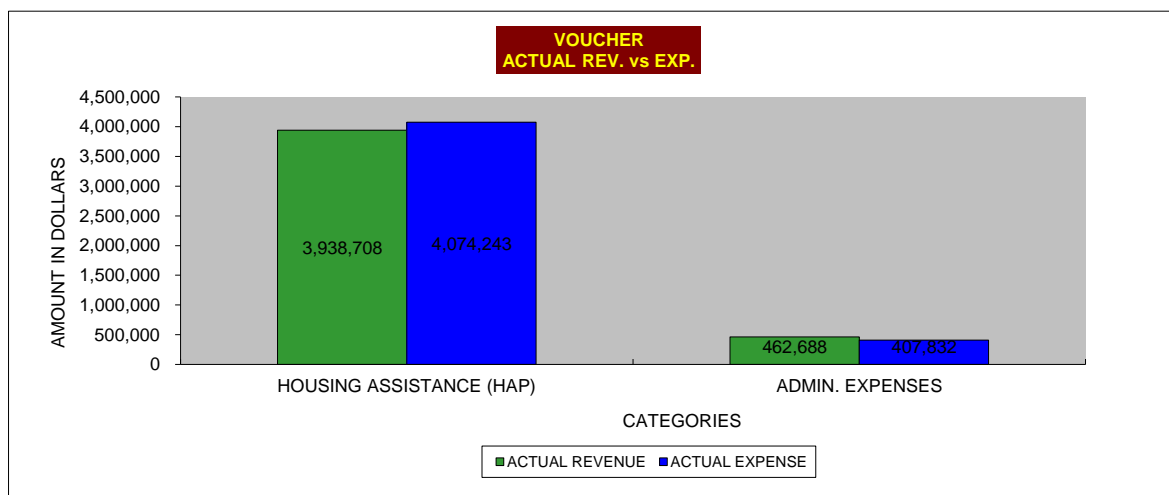
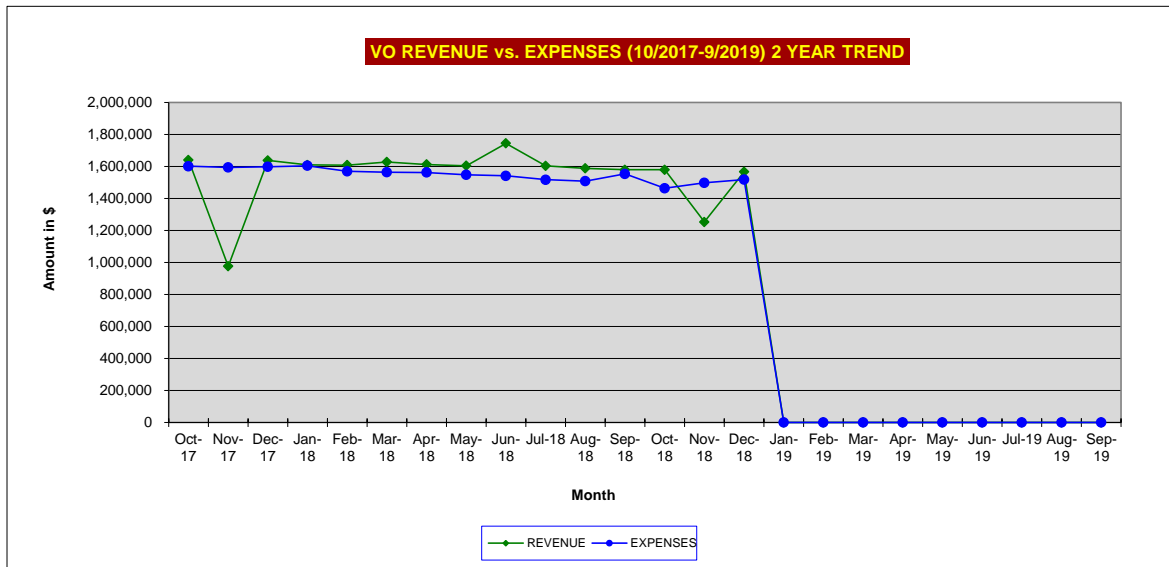
NET SURPLUS	4,189	36,161
ADD BACK DEPRECIATION	14,606	14,606
CASH FLOW	18,795	50,767

01-Oct-18

TO: 31-Dec-18



REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
RENTS	3,600	2,979	200.00	165.50
OTHER INCOME	300	950	16.67	52.76
PFS SUBSIDY	5,000	8,706	277.78	483.67
CFP FUNDS	0	0	0.00	0.00
	8,900	12,635	494.45	701.93
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
ADMIN.	2,231	2,197	123.94	122.03
UTILITIES	1,515	1,008	84.17	56.00
MAINT.	1,760	1,637	97.78	90.94
GENERAL	870	817	48.33	45.38
DEPRECIATION	11,939	13,239	663.28	735.48
EQUITY TRANSFERS	0	0	0.00	0.00
	18,315	18,897	1,017.50	1,049.83
NET SURPLUS	(9,415)	(6,262)		
NET FROM OPERATIONS	(9,415)	(6,262)		
ENDING EQUITY BALANCE	862,793	859,641		
NET SURPLUS	(9,415)	(6,262)		
ADD BACK DEPRECIATION	11,939	13,239		
CASH FLOW	2,524	6,976		

HOUSING AUTHORITY OF THE COUNTY OF MERCED
VOUCHER
REVENUE & EXPENDITURE STATUS REPORT
FISCAL YEAR PERIOD FROM: 10/01/18 TO: 9/30/2019
REPORT PERIOD FROM:
01-Oct-18
TO:
31-Dec-18
EXPEND. RATE:
25.0%
BUDGET # VOUCHER MONTHS:
33,936
YTD VOUCHERS
4,855
YTD %
14.3%


REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
HOUSING ASSISTANCE (HAP)	4,358,100	3,938,708	513.68	464.25
ADMIN. FEES	441,600	462,688	52.05	54.54
	4,799,700	4,401,396	565.73	518.79
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
HOUSING ASSISTANCE (HAP)	4,357,500	4,074,243	513.61	480.23
ADMIN. EXPENSES	442,203	407,832	52.12	48.07
	4,799,703	4,482,075	565.73	528.30
NET SURPLUS	(3)	(80,679)		
HAP SURPLUS YTD Change	600	(135,535)		
ADMIN SURPLUS YTD Change	(603)	54,856		
HAP SURPLUS BALANCE	149,892	13,757		
ADMIN SURPLUS BALANCE	(16,151)	39,308		

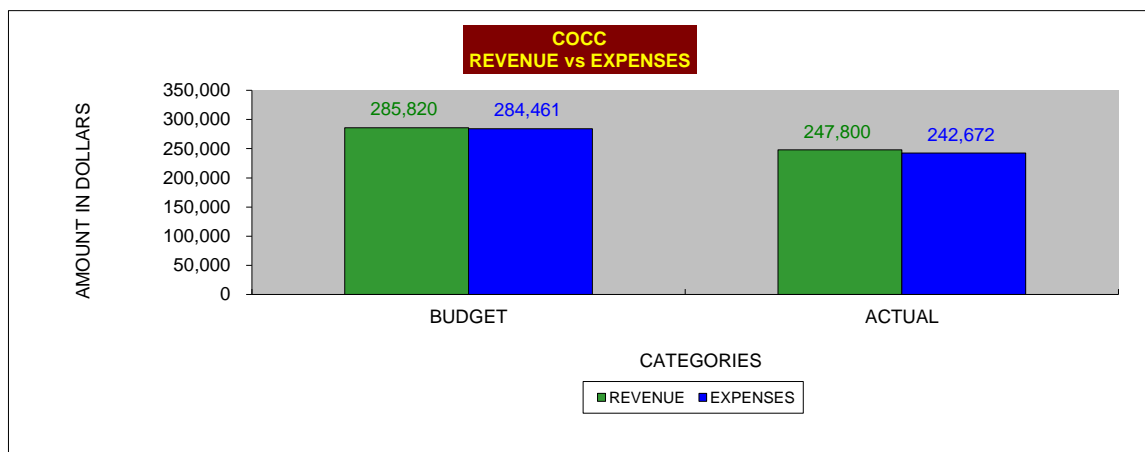
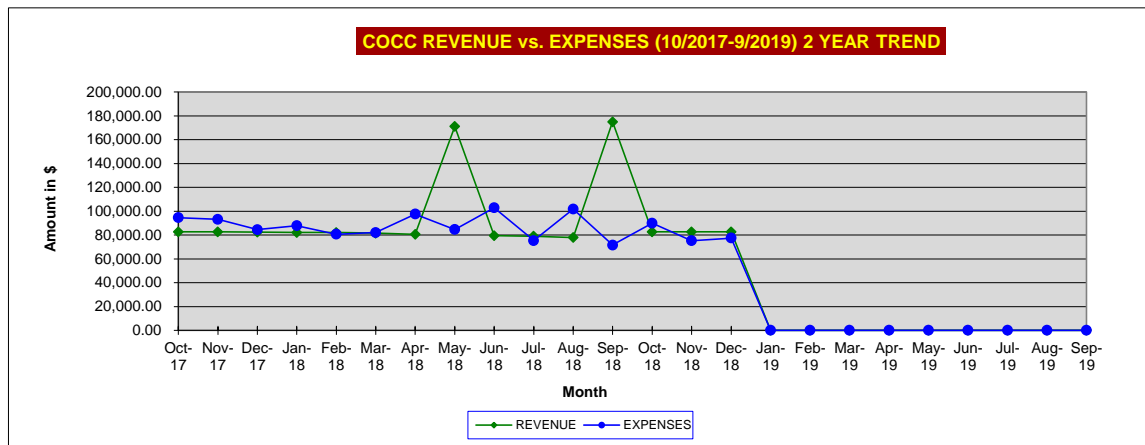
HOUSING AUTHORITY OF THE COUNTY OF MERCED
 Central Office Cost Center (cocc)
 REVENUE & EXPENDITURE STATUS REPORT
 FISCAL YEAR PERIOD FROM: 10/01/18 TO: 9/30/2019
 REPORT PERIOD FROM:

REV. RATE: 25.0%
 # UNIT/MONTH: 2,940

01-Oct-18

TO:

31-Dec-18



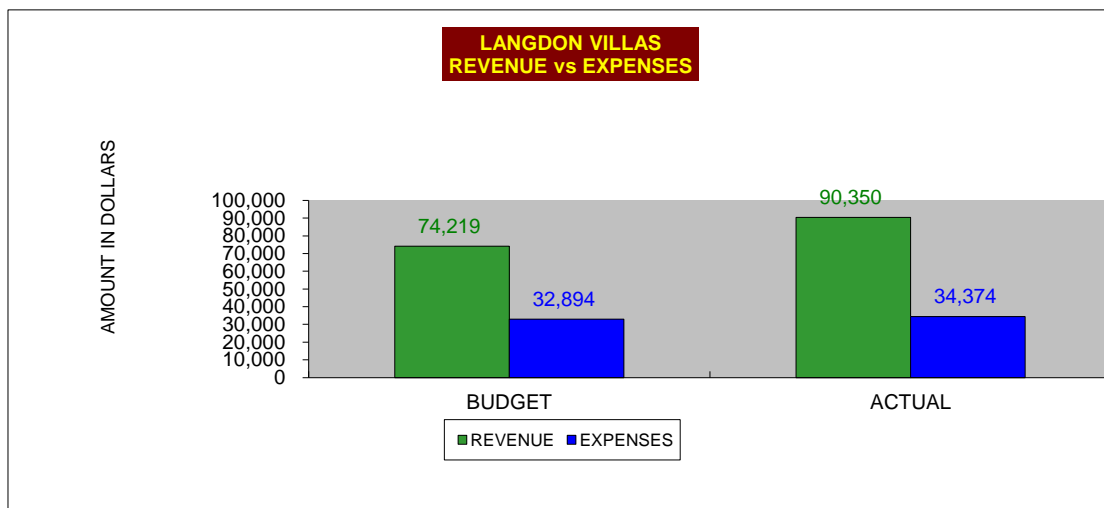
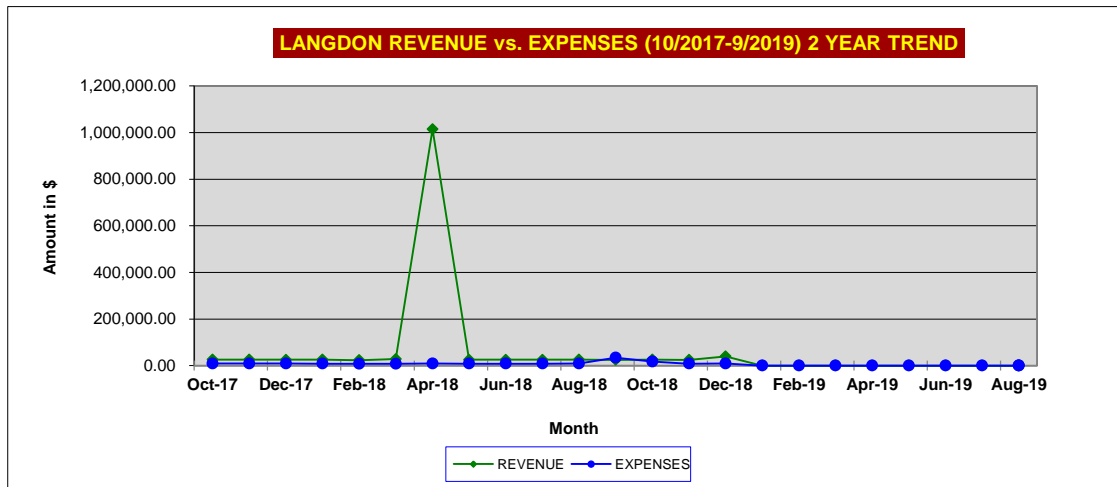
REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
INTEREST	0	0	0.00	0.00
OTHER INCOME	0	0	0.00	0.00
MANAGEMENT FEES	248,157	247,800	337.63	337.14
ASSET MANAGEMENT FEES	12,530	0	17.05	0.00
CFP ADMIN FEES	25,133	0	34.19	0.00
	285,820	247,800	388.87	337.14
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
ADMIN.	237,681	205,683	323.38	279.84
UTILITIES	9,725	7,770	13.23	10.57
MAINT.	19,118	12,366	26.01	16.82
GENERAL	17,938	16,853	24.41	22.93
	284,461	242,672	387.03	330.16
NET SURPLUS	1,359	5,128		
NET FROM OPERATIONS	1,359	5,128		
ENDING RESERVE BALANCE	(288,580)	(284,811)		
NET SURPLUS	1,359	5,128		
ADD BACK DEPRECIATION	0	0		
CASH FLOW	1,359	5,128		

HOUSING AUTHORITY OF THE COUNTY OF MERCED
 Langdon
 REVENUE & EXPENDITURE STATUS REPORT
 FISCAL YEAR PERIOD FROM: 10/01/18 TO: 9/30/2019
 REPORT PERIOD FROM:

REV. RATE: 25.0%
 # UNIT/MONTH: 12

01-Oct-18

TO: 31-Dec-18



REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
RENTS	11,550	11,550	3,850.00	3,850.00
INTEREST	6,000	6,596	2,000.00	2,198.59
MANAGEMENT FEES	53,969	53,700	17,989.67	17,900.00
OTHER INCOME	2,700	18,505	900.00	6,168.19
	74,219	90,350	24,739.67	30,116.78
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
ADMIN.	18,434	9,231	6,144.67	3,076.94
UTILITIES	400	354	133.33	118.00
MAINT. & OPER.	1,100	12,556	366.67	4,185.37
GENERAL	12,960	12,233	4,320.00	4,077.69
	32,894	34,374	10,964.67	11,458.00
NET SURPLUS	41,325	55,976		
ENDING EQUITY BALANCE	9,858,470	9,873,121		

HOUSING AUTHORITY OF THE COUNTY OF MERCED

Langdon

ASSETS, LIABILITIES & FUND EQUITY

FISCAL YEAR PERIOD FROM: 10/01/18 TO: 9/30/2019

REPORT PERIOD FROM:

01-Oct-18

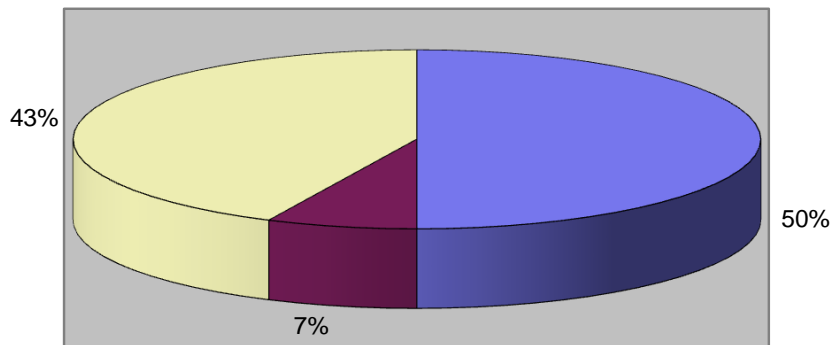
TO:

31-Dec-18

EXPEND. RATE:

UNIT/MONTH:

**LANGDON VILLA
BALANCE SHEET**



■ ASSETS ■ LIABILITIES ■ EQUITY

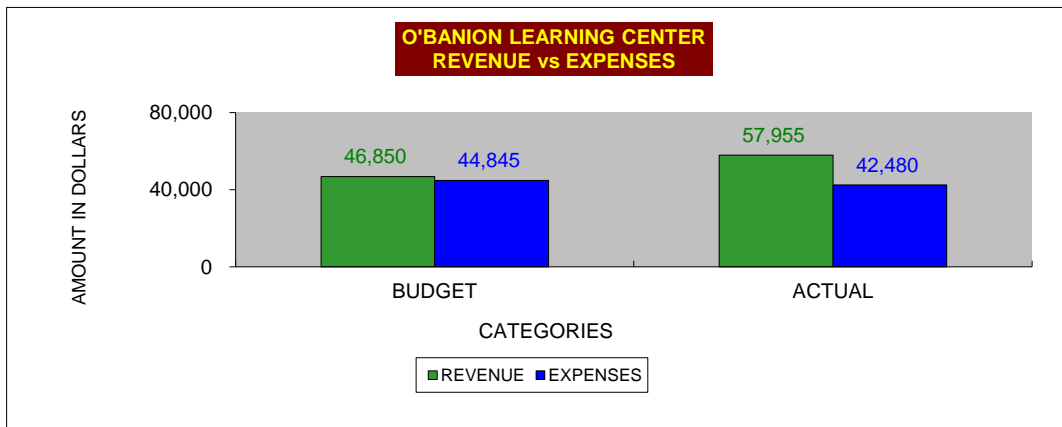
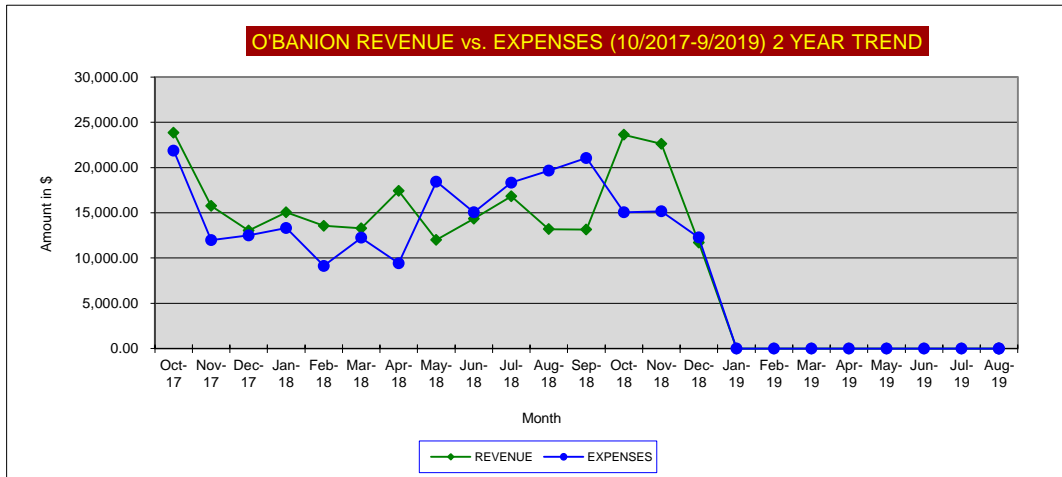
CATEGORIES	ASSETS	LIABILITIES	EQUITY	
CASH	5,100,367			
ACCTS. RECEIVABLE	981			
FIXED ASSETS	120,433			
NOTES RECEIVABLE	879,749			
2nd Trust Deeds	4,343,437			
OTHER L/T ASSETS	2,700,143			
DEFERRED OUTFLOWS	120,881			
ACCOUNTS PAYABLE		1,743		
Other Current Liabilities		159,522		
NOTES PAYABLE		0		
Other Non Current Liabilities		1,541,159		
DEFERRED INFLOWS		173,421		
PRIOR YEARS			11,334,170	
CURRENT YEAR			55,976	
EQUITY TRANSFERS			0	
	\$13,265,992	\$1,875,846	\$11,390,146	\$13,265,992
				LIAB. + EQUITY

HOUSING AUTHORITY OF THE COUNTY OF MERCED
Obanion
REVENUE & EXPENDITURE STATUS REPORT
FISCAL YEAR PERIOD FROM: 10/01/18 TO: 9/30/2019
REPORT PERIOD FROM:

REV. RATE: 25.0%
UNIT/MONTH: 72

01-Oct-18

TO: 31-Dec-18



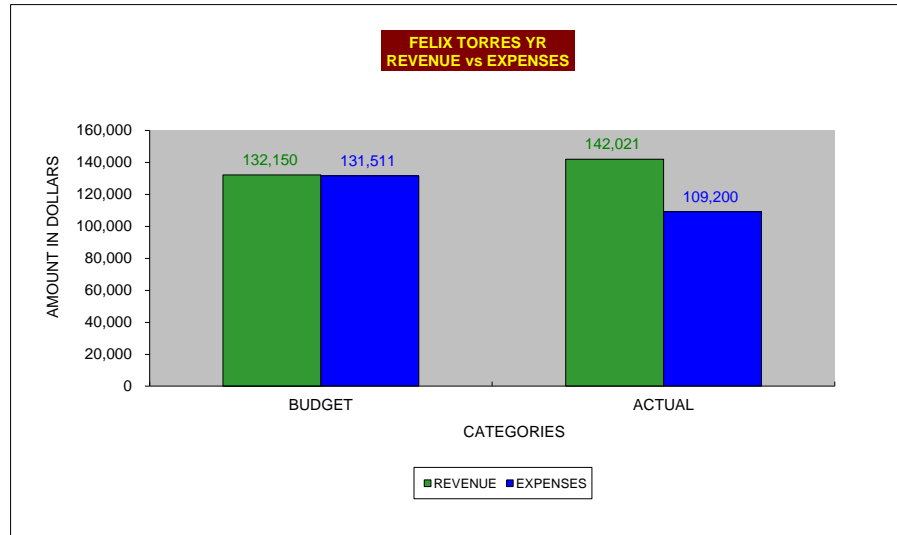
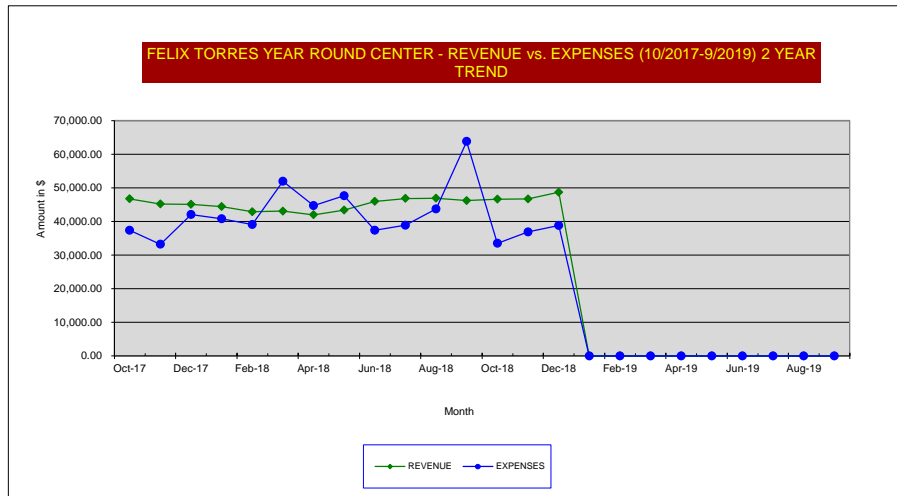
REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
NON-DWELL. RENTS	46,850	57,955	2,602.78	3,219.70
OTHER INCOME	0	0	0.00	0.00
	46,850	57,955	2,602.78	3,219.70
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
ADMIN.	5,038	4,779	279.89	265.49
UTILITIES	16,836	16,665	935.33	925.82
MAINT. & OPER.	9,191	7,194	510.61	399.67
GENERAL	330	417	18.33	23.17
DEPRECIATION	13,450	13,425	747.22	745.83
	44,845	42,480	2,491.38	2,359.98
NET SURPLUS	2,005	15,475		
ENDING EQUITY BALANCE	2,433,724	2,447,194		
ADD BACK DEPRECIATION	13,450	13,425		
CASH FLOW	15,455	28,900		

HOUSING AUTHORITY OF THE COUNTY OF MERCED
 FELIX TORRES YEAR ROUND (ft-yr)
 REVENUE & EXPENDITURE STATUS REPORT
 FISCAL YEAR PERIOD FROM: 10/01/18 TO: 9/30/2019
 REPORT PERIOD FROM:

REV. RATE: 25.0%
 # UNIT/MONTH: 552

01-Oct-18

TO: 31-Dec-18



REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
RENTS	132,000	141,274	956.52	1,023.72
INTEREST	0	9	0.00	0.06
OTHER INCOME	150	738	1.09	5.35
	<u>132,150</u>	<u>142,021</u>	957.61	1,029.13
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
ADMIN.	24,746	13,791	179.32	99.93
UTILITIES	23,473	13,227	170.09	95.85
MAINT.	19,891	20,490	144.14	148.48
GENERAL	13,453	11,743	97.49	85.09
DEPRECIATION	49,948	49,950	361.94	361.96
EQUITY TRANSFERS	0	0	0.00	0.00
	<u>131,511</u>	<u>109,200</u>	952.98	791.31
NET SURPLUS	639	32,820		
NET FROM OPERATIONS	639	32,820		
ENDING EQUITY BALANCE	(164,189)	(132,007)		
NET SURPLUS	639	32,820		
ADD BACK DEPRECIATION	49,948	49,950		
LESS CAPITAL EXPENDITURES	0	0		
CASH FLOW	50,587	82,770		

HOUSING AUTHORITY OF THE COUNTY OF MERCED

Valley View (.fs-vv)

REVENUE & EXPENDITURE STATUS REPORT

FISCAL YEAR PERIOD FROM: 10/01/18 TO: 9/30/2019

REPORT PERIOD FROM:

01-Oct-18

TO:

REV. RATE:

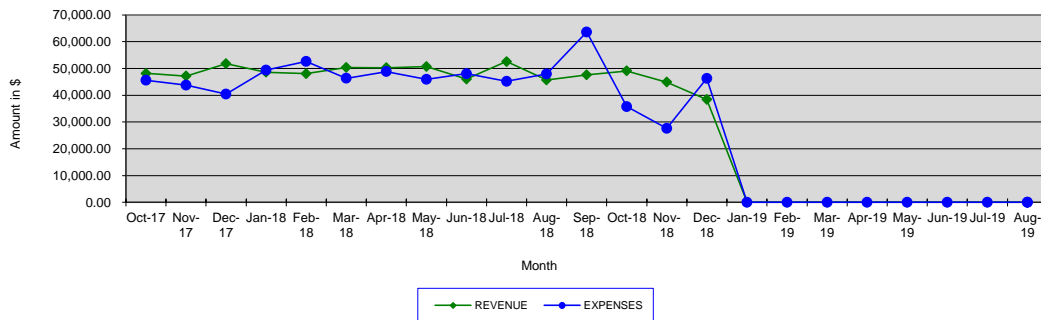
25.0%

UNIT/MONTH:

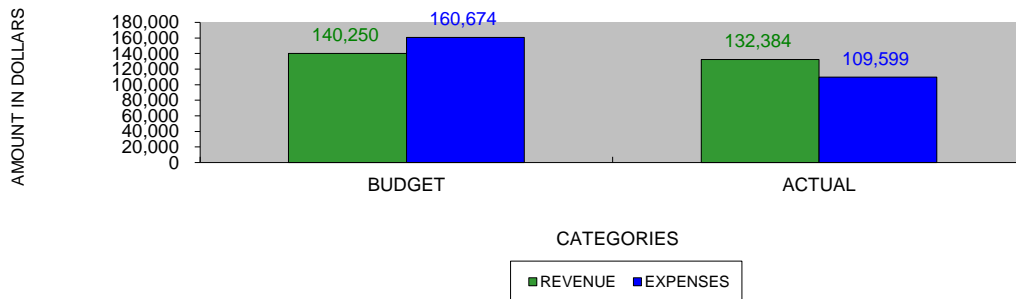
876

31-Dec-18

VALLEY VIEW REVENUE vs. EXPENSES (10/2017-9/2019) 2 YEAR TREND



VALLEY VIEW HOMES
REVENUE vs EXPENSES



REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
RENTS	136,500	126,925	623.29	579.57
INTEREST	0	0	0.00	0.00
OTHER INCOME	3,750	5,459	17.12	24.93
	140,250	132,384	640.41	604.50
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
ADMIN.	37,123	33,552	169.51	153.20
UTILITIES	25,630	23,442	117.03	107.04
MAINT. & OPER.	36,917	36,854	168.57	168.29
GENERAL	5,686	5,627	25.96	25.69
DEPRECIATION	10,130	10,125	46.26	46.23
BOND INTEREST	40,625	0	185.50	0.00
BOND REPLACEMENT RESV	4,563	0	20.84	0.00
	160,674	109,599	733.67	500.45
NET SURPLUS	(20,424)	22,785		
BOND PRINCIPAL	18,750	0		
ADJUSTED SURPLUS	(39,174)	22,785		
ADD BACK DEPRECIATION	10,130	10,125		
ADD BACK BOND COST AMORT	0	0		
CASH FLOW	(29,044)	32,910		

ENDING EQUITY BALANCE (3,403,035) (2,431,076)

HOUSING AUTHORITY OF THE COUNTY OF MERCED

Migrant (.migrant)

REVENUE & EXPENDITURE STATUS REPORT

FISCAL YEAR PERIOD FROM: 07/01/2018 TO: 06/30/2019

REPORT PERIOD FROM:

01-Jul-18

TO:

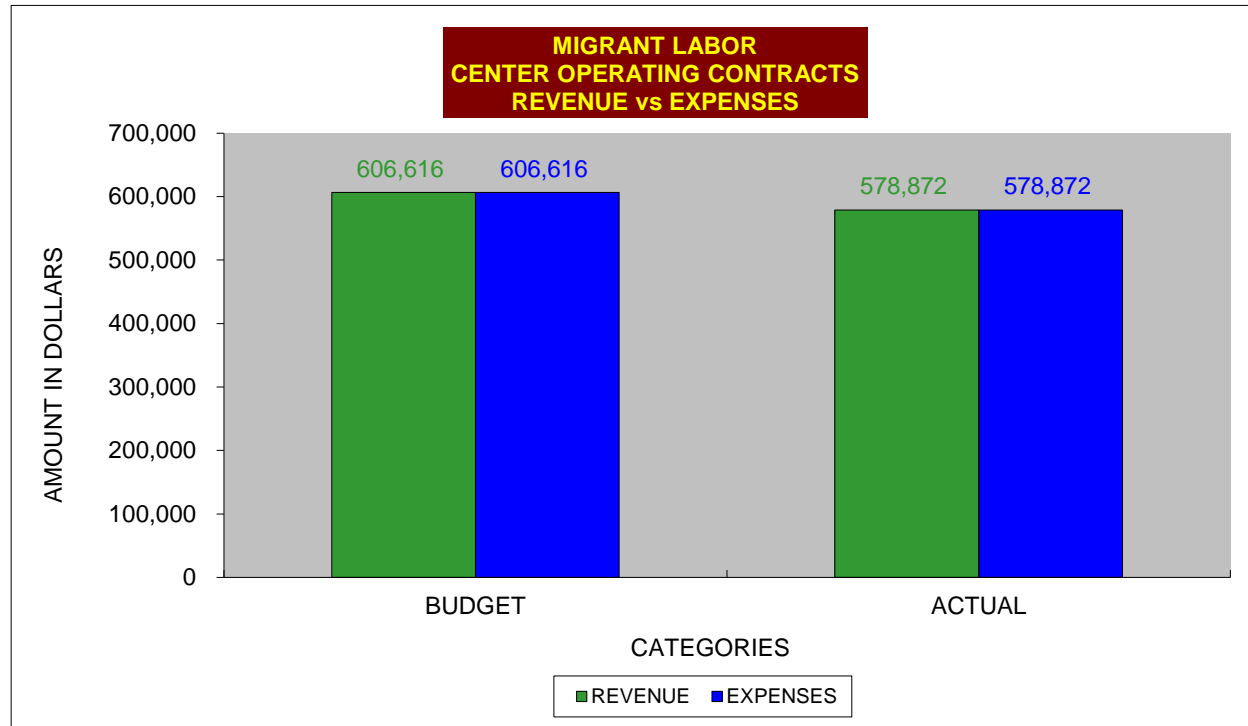
31-Dec-18

EXPEND. RATE:

50.3%

UNIT/MONTH:

1,548



REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
OMS OPERATING	606,616	578,872	779.46	743.81
	606,616	578,872	779.46	743.81
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
PERSONNEL	302,488	307,807	388.68	395.51
OPERATIONS	161,528	173,924	207.55	223.48
MAINTENANCE	9,376	26,185	12.05	33.65
ADMINISTRATION	57,610	29,513	74.02	37.92
DEBT SERVICE	75,614	41,443	97.16	53.25
	606,616	578,872	779.46	743.81
NET SURPLUS	-	-		



U.S. Department of Housing and Urban Development

San Francisco Regional Office - Region IX

One Sansome Street, Suite 1200

San Francisco, California 94104-4430

www.hud.gov

espanol.hud.gov

Rosa Vazquez
Executive Director
County of Merced Housing Authority
405 U Street
Merced, CA 95341

Dear Ms. Vazquez,

This letter serves to congratulate you, your staff, and the County of Merced Housing Authority on the achievement of 2019 Housing Choice Voucher High Performer award.

The Department of Housing and Urban Development (HUD) distributed these awards at the National Association of Housing and Redevelopment Officials (NAHRO) Conference in Napa, California on January 29, 2019. As the County of Merced Housing Authority was not in attendance, we have mailed your award.

Thank you for all the work you all do to house individuals and families. Congratulations!

Sincerely,

A handwritten signature in blue ink, appearing to read "Gerard Windt".

Gerard Windt
Director
Office of Public Housing



DEC 29 2018

Ms. Rosa Vazquez
Executive Director
County of Merced Housing Authority
405 U Street
Merced CA 95341

Dear Ms. Vazquez:

This letter provides the scoring information for the **County of Merced Housing Authority's** Section 8 Management Assessment Program (SEMAP) for fiscal year ending **September 30, 2018**. SEMAP enables HUD to better manage the Housing Choice Voucher (HCV) program by identifying PHA capabilities and deficiencies related to the administration of the HCV program. As a result, HUD will be able to provide more effective program assistance to PHAs.

The **County of Merced Housing Authority's** final score for fiscal year ending **September 30, 2018**, is **93%**. The Housing Authority's overall designation is **High**. The following are the scores for each indicator:

Indicator 1	Selection from Waiting List (24 CFR 982.54(d)(1) and 982.204(a))	15
Indicator 2	Reasonable Rent (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)	20
Indicator 3	Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)	20
Indicator 4	Utility Allowance Schedule (24 CFR 982.517)	5
Indicator 5	HQS Quality Control (24 CFR 982.405(b))	5
Indicator 6	HQS Enforcement (24 CFR 982.404)	10
Indicator 7	Expanding Housing Opportunities	5
Indicator 8	Payment Standards (24 CFR 982.503)	5
Indicator 9	Timely Annual Reexaminations (24 CFR 5.617)	10
Indicator 10	Correct Tenant Rent Calculations (24 CFR 982, Subpart K)	5
Indicator 11	Pre-Contract HQS Inspections (24 CFR 982.305)	5
Indicator 12	Annual HQS Inspections (24 CFR 982.405(a))	10
Indicator 13	Lease-Up	15
Indicator 14	Family Self-Sufficiency (24 CFR 984.105 and 984.305)	5
Indicator 15	Deconcentration Bonus	N/A

Thank you for your cooperation with the SEMAP process. Should you have any questions concerning your scores or required corrective actions, you may contact Rebecca Rudzianis, Portfolio Management Specialist, at (415) 489-6636.

Sincerely,



Gerard Windt
Director
Office of Public Housing

STAFF REPORT

TO: Board of Commissioners,
Housing Authority of the County of Merced

FROM: Rosa Vazquez, Executive Director

DATE: January 16, 2018

SUBJECT: Recommendation to adopt **Resolution No. 2019-01**. It is recommended that the Board of Commissioners approve a temporary appointment for the position of Interim Finance Officer.

The Housing Authority of the County of Merced ("Authority") is currently in the process of recruiting for the position of Finance Officer as this position became vacant on January 7, 2019.

The position of Finance Officer requires specialized skills and it is critical to immediately employ an individual possessing those specialized skills in an interim capacity to prevent the stoppage of public business without any delay.

The individual selected to fill the position in an interim capacity, shall not exceed a total of 960 hours worked for all contracted employers as stipulated by the California Public Employees' Retirement System (CalPERS).

RECOMMENDATION

It is hereby recommended that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2019-01**, approving a temporary appointment for the position of Interim Finance Officer.

RESOLUTION NO. 2019-01

APPROVING A TEMPORARY APPOINTMENT FOR THE POSITION OF INTERIM FINANCE OFFICER

WHEREAS, the position of Finance Officer for the Housing Authority of the County of Merced (Authority) became vacant on January 7, 2019; and,

WHEREAS, the position of Finance Officer for the Authority is currently in recruitment for a permanent appointment; and,

NOW THEREFORE: The Board of Commissioners of the Housing Authority of the County of Merced finds and resolves as follows:

- The position of Finance Officer requires specialized skills; and, it is critical to immediately employ an individual possessing those specialized skills in an interim capacity to prevent the stoppage of public business without any delay inclusive of any delay up to 180 days following employment of those possessing the specialized skills required; and,
- The individual selected to fill the position in an interim capacity, shall not exceed a total of 960 hours worked for all contracted employers; and,
- The compensation paid for this interim appointment shall not exceed the maximum base salary for the vacant position with no additional forms of compensation other than those required by law; and,
- The effective date of this appointment shall be January 18, 2019.

The foregoing resolution was introduced at the February 19, 2019 Board of Commissioners meeting of the Housing Authority of the County of Merced and adopted by the following vote:

Motion:

Second:

Ayes:

Nayes:

Absent:

Abstain:

Chairperson, Board of Commissioners
Housing Authority of the County of Merced

Date: February 19, 2019

STAFF REPORT

TO: Board of Commissioners,
Housing Authority of the County of Merced

FROM: Rosa Vazquez, Executive Director

DATE: January 16, 2018

SUBJECT: Recommendation to adopt **Resolution No. 2019-02**. It is recommended that the Board of Commissioners approve the amended joint powers agreement creating the California Housing Workers' Compensation Authority (CHWCA).

At the November 15, 2018 California Housing Workers' Compensation Authority (CHWCA) meeting the Executive Committee reviewed various, proposed changes to CHWCA's governing documents, including the By-Laws, the Financial Stability Plan, the Underwriting Guidelines and the Joint Powers Agreement. Changes to the first three were approved by the Committee, as it is empowered to do. Changes to the JPA Agreement, however, require approval of two-thirds of the CHWCA Members, acting through their governing bodies.

The proposed changes are considered relatively modest:

- Update language to capture technical differences in the terms "reinsurance" and "excess insurance;"
- Clarify intent as to discontinuing business if a meeting quorum is lost;
- Replace the self-insurance term "contribution" for the insurance term "premium;"
- Clarify intent in the liability and indemnification article;
- Update a stale reference to a Government Code section.
-

The November 15th staff report to the EC in support of these changes, along with a blue-line edition of the proposed changes, is attached for your reference

RECOMMENDATION

It is hereby recommended that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2019-01**, approving the amended joint powers agreement creating the California Housing Workers' Compensation Authority (CHWCA).

RESOLUTION NO. 2019-02

APPROVING THE AMNEDED POWERS AGREEMENT CREATING THE CALIFORNIA HOUSING WORKERS' COMPENSATION AUTHORITY (CHWCA)

WHEREAS, the Housing Authority of the County of Merced (Authority) is a member of the California Housing Workers' Compensation Authority (CHWCA), a joint powers authority created pursuant to California Government Code Section 6500 et seq. for the purposes of providing workers compensation insurance for its members through joint pooling of self-insured claims or losses as permitted pursuant to California Government Code Section 990.4 and 990.8;

WHEREAS, pursuant to Article 16 of the Joint Powers Agreement (Agreement), the Agreement may be amended by a vote of two-thirds of the Members, acting through their governing bodies;

WHEREAS, at a regular meeting of the CHWCA Executive Committee on November 15, 2019, the Executive Committee approved the circulation to the CHWCA members of certain clarifying revisions to the Agreement;

WHEREAS, if two thirds of the CHWCA members, through their governing bodies approve the Amended Agreement, the CHWCA Board will confirm approval of the Amended Agreement at its annual meeting held in May 2019; and

WHEREAS, the Authority has reviewed the proposed Amended Joint Powers Agreement and confirms that the revisions are appropriate;

NOW THEREFORE: The Board of Commissioners of the Housing Authority of the County of Merced finds and resolves as follows:

The Authority hereby approves the Amended Joint Powers Agreement Creating the California Housing Workers' Compensation Authority (CHWCA), attached hereto as Exhibit "A."

The foregoing resolution was introduced at the February 19, 2019 Board of Commissioners meeting of the Housing Authority of the County of Merced and adopted by the following vote:

Motion:

Second:

Ayes:

Nayes:

Absent:

Abstain:

Chairperson, Board of Commissioners
Housing Authority of the County of Merced

Date: February 19, 2019

**CALIFORNIA HOUSING WORKERS' COMPENSATION AUTHORITY
EXECUTIVE COMMITTEE MEETING**

November 15, 2018

Agenda Item 9.A.

JPA ADMINISTRATION

SUBJECT: Review of the CHWCA JPA Agreement – Ric Burwell, Executive Director

ISSUE:

At its August 2018 meeting, the Executive Committee approved updated Underwriting Guidelines. While this action was initiated largely to meet a requirement for triennial *Accreditation with Excellence* by California Association of Joint Powers Authorities (CAJPA), the Committee agreed with staff's suggested undertaking of a more comprehensive review of the JPA's governing documents. Accordingly, staff and counsel reviewed CHWCA's Joint Powers Agreement, Bylaws, Financial Stability Plan and Underwriting Guidelines and jointly bring forward proposed updates at this time.

Since the governing body's approval process varies throughout the documents, they are being brought forward as separate action items in this agenda.

EXECUTIVE DIRECTOR'S COMMENTS AND OBSERVATIONS:

A thorough review of an agency's governing documents is not a glamorous job, but I strongly believe in its importance. Documents can become stale and sometimes even noncompliant with current laws and regulations. More commonly, amendments or updates to one document do not automatically get replicated in its companions.

Occasionally, the tone and temperament of the agency itself can change over time. Its governing documents, while seeking to preserve its core values, should also reflect the evolution of those values.

With that in mind, below are the objectives staff sought to achieve in this review:

The documents should define, shape and uphold over time the core values and strategic goals of the organization. Simultaneously, they should allow for institutional changes to come about in a reasonable and intentional manner.

The documents should allow and encourage effective, timely and responsive operations of the organization's business, in CHWCA's case, by clear and broad delegation to its Executive Committee.

The documents should be kept congruent with one another.

Language should be clear, concise and direct. Language should be contemporary, inclusive and gender-neutral. As much as possible, language should be unburdened by jargon or overly bureaucratic usage.

**CALIFORNIA HOUSING WORKERS' COMPENSATION AUTHORITY
EXECUTIVE COMMITTEE MEETING**

November 15, 2018

**Agenda Item 9.A.
Page 2**

In particular, language should reflect that CHWCA is not an insurer, but rather a shared-risk pooling of resources and efforts. CHWCA's member agencies are just that: members. They are not just customers; they are also owners and are jointly responsible and accountable to one another. In that sense, the member agencies do not pay *premiums* to a for-profit company; they make *contributions* to their own mutual protection and welfare. This specific distinction in usage – which generated many of the proposed edits – is practical as well as philosophical or symbolic. Many risk-sharing pools seek to remove terminology that closely mirrors insurance, favoring instead language based on the JPA's legal status as a government agency. Under many circumstances, it is more favorable to the JPA that its Memoranda of Coverage and other key documents be interpreted as contracts among equals, not as insurance policies.

I am pleased to report back to the EC that I found CHWCA's governing documents to be robust, well-crafted and closely aligned to the objectives outlined above.

BACKGROUND AND HISTORY:

CHWCA's Joint Powers Agreement was most recently updated in 2005.

The proposed changes to the Agreement are shown in redline format. One proposed change is a revision of the requirement to maintain a quorum throughout the course of a meeting. The other substantive change is to update replace "premium(s)" with "contributions(s)" throughout the document.

Amendment of the JPA Agreement requires a two-thirds approval by the member agencies, acting through their governing bodies.

STAFF RECOMMENDATION:

Staff recommends the Executive Committee recommend to the Board approval of attached updates to the Joint Powers Authority Agreement.

REFERENCE MATERIALS ATTACHED:

A. Draft JPA Agreement Draft (In redline)

JOINT POWERS AGREEMENT CREATING THE CALIFORNIA HOUSING WORKERS' COMPENSATION AUTHORITY (CHWCA)

This Agreement is executed in the State of California by and among those public housing authorities, housing authorities and redevelopment agencies, or housing commissions, organized and existing under the Constitution of the State of California, which are parties signatory to this Agreement. All such agencies hereinafter called Members, shall be listed in Exhibit A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (§ 6500 et seq.) permits two or more public agencies by Agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, § 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code § 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a broker, or any combination of these; and

—WHEREAS, pursuant to California Government Code § 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code § 990.8 provides that two or more local entities may, by a joint powers Agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code § 990.4 and such joint pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the Member executing this Agreement desires to join with other Members for the purpose of jointly funding a program of workers' compensation coverage;

NOW THEREFORE, the parties agree as follows:

ARTICLE I

PURPOSES

This Agreement is entered into by the Members in order that they may jointly develop and fund a self-insurance program for workers' compensation and employers' liability, which provides for the pooling of self-insured claims or losses among the members. Such program may include, but shall not be limited to: the creation of a joint self-insurance fund, the purchase of reinsurance, and/or excess insurance coverage, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to: risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

ARTICLE 2

PARTIES TO AGREEMENT

A. Each Member as a party to this Agreement, certifies that it intends to and does contract with all other Members as parties to this Agreement and with such other public housing authorities as may later be added as parties to this Agreement pursuant to provisions in the Bylaws. Each Member also certifies that the removal of any party from this Agreement pursuant to Section P of the Bylaws shall not affect this Agreement or the Member's obligations hereunder.

B. A Member may contract on behalf of and provide coverage to any additional entity from the time that the Member provides the Authority written notice of the named inclusion of such entity and the additional entity is approved by a majority of the Executive Committee. Such additional entities shall not be considered a separate party to this Agreement, shall not affect the Member's representation on the Board of Directors, and shall be part of and represented by the Member for all purposes under this Agreement.

ARTICLE 3

TERM

This Agreement shall become effective when executed and returned to this Authority by at least three Members. The Authority shall promptly notify all Members in writing of such effective date. This Agreement shall continue in effect until terminated as provided herein and in the Bylaws.

ARTICLE 4

CREATION OF THE AUTHORITY

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as the California Housing Workers' Compensation Authority, with such powers as are hereinafter set forth.

ARTICLE 5

POWERS OF THE AUTHORITY

The Authority shall have all of the powers common to public housing authorities in California and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from Members as provided in Government Code § 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code § 6509.5
- (g) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 6

BOARD OF DIRECTORS

The Authority shall be governed by the Board of Directors, composed of one representative from each Member. The Board representative shall be the Executive Director or his or her designee. Each Member Executive Director shall also appoint an alternate representative who shall have the authority to attend, participate in, and vote at any meeting of the Board when the representative is absent. The representative and alternate shall be an official or staff person of the Member, and upon termination of

office or employment with the Member, shall automatically terminate membership or alternate membership on the Board.

Any vacancy in a representative or alternate representative position shall be filled by the appointing Member's Executive Director, subject to the provisions of this Section.

A majority of the membership of the Board shall constitute a quorum for the transaction of business. Each member of the Board shall have one vote. Except as otherwise provided in the Bylaws or any other duly executed agreement of the Members, action of the Board shall require the affirmative vote of a majority of the Members present and voting.

At any meeting at which a quorum no longer present, the Board may ~~not continue to transact business~~ take action on any item of business, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that each action is approved by at least a majority of the number required to constitute a quorum.

Format

Format

Format

Format

Comments
By-Laws

Format

ARTICLE 7

POWERS OF BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

1. The Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation to other bodies or persons unless otherwise prohibited by these Bylaws, or any other duly executed agreement of the Members or by law.
2. The Board shall elect an Executive Committee, as provided in Section D of the Bylaws. The Board may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board.
3. The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority.

ARTICLE 8

MINIMUM PARTICIPATION PERIOD

The Member shall participate in the Authority's coverage program for a minimum period of three years. During the initial three year period, this Agreement may be terminated only by the Authority in accordance with the provisions of Section Q of the Bylaws. The minimum three year period shall begin the first date of coverage and expire at the end of three consecutive years.

ARTICLE 9

PREMIUMCONTRIBUTION ASSESSMENTS

If aggregate premiumcontributions are insufficient to pay losses and administrative expenses for a fiscal year, the Executive Committee may assess and collect premiumcontribution assessments, in addition to premiumcontributions, pursuant to Bylaw sections ~~I.2.e (1) and/or (2)~~J. 2. c and in accordance with ~~Resolution 2003-03—the~~ Financial Stability Plan.

The Member's share of any premiumcontribution assessment shall bear the same relation to the total premiumcontribution assessments charged all members as the Member's premiumcontribution bears to the aggregate premiumcontributions collected from all Members during that fiscal year. Any premiumcontribution assessment shall be due and payable at such time and in such manner as the Executive Committee determines.

The voluntary withdrawal or involuntary expulsion of the Member from the Authority shall not discharge or affect the Member's obligation to pay premiumcontribution assessments for all coverage periods in which the Member participated.

ARTICLE 10

BYLAWS

A. The Authority shall be governed pursuant to the Bylaws, a copy of which is attached hereto as Exhibit B, and incorporated herein by reference, and by such amendments to the Bylaws as may from time to time be adopted. Wherever in this Agreement "Bylaws" are referred to, said Bylaws shall be those set forth in Exhibit B, as may be amended. Each party to this agreement agrees to comply with and be bound by the provisions of said Bylaws and further agrees that the Authority shall be operated pursuant to the Agreement and said Bylaws.

B. The Bylaws may be amended by two-thirds (2/3) vote of the members of the Executive Committee.

ARTICLE 11

DISPOSITION OF PROPERTY AND FUNDS

A. In the event of the dissolution of the Authority, the complete recession, or other final termination of this Agreement by all public housing authorities then parties hereto, any property interest or surplus that is remaining in the Authority following a discharge of all obligations shall be disposed of as provided for by the Bylaws.

B. "Obligations", as referred to herein, shall include, but are not limited to, all payments required by law, together with all reserves established for the purpose of paying workers' compensation claims and related claim costs, together with any other legal obligations incurred by the Authority pursuant to this Agreement.

C. In the event a Member withdraws from or terminates membership in this Agreement, that Members' interest in the property and funds of the Authority shall be determined as set forth in the Bylaws.

ARTICLE 12 SEVERABILITY

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any laws of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

ARTICLE 13 LIABILITY AND INDEMNIFICATION

A. Pursuant to the provisions of Section 895, et seq. of the California Government Code, each member (the indemnitor) hereto agrees to defend, indemnify, and hold harmless each other member (the indemnitees) from any liability, claim, or judgment for injury or damages caused by a negligent or wrongful act or omission of an agent, officer and/or employee of a member the indemnitor which occurs or arises out of performance of this Agreement, provided that, pursuant to Government Code Section 6512.2, Section 895.2 is specifically not applicable to the Members for purposes of this Agreement.

Format
Format
Format
Format

Comment
section.
Format

B. The tort liability of the Authority, all members of the Board of Directors or Executive Committee appointed thereby, and all officers and employees of the Authority, shall be controlled by the provisions of Division 3.6 of Title I of the California Government Code.

C. The Authority may insure itself to the extent deemed necessary by the Board of Directors against loss, liability, and claims arising out of or connected with this Agreement.

D. The debts, liabilities, and obligations of the Authority do not constitute the debts, liabilities, and/or obligations of any Member.

ARTICLE 14 ENFORCEMENT

The Authority is hereby given the power to enforce this Agreement. In the event suit is brought under this Agreement, the prevailing party shall pay all costs incurred in bringing such action, including reasonable attorney's fees as fixed by the court.

ARTICLE 15

NOTICES

The Authority shall address notices, billings, and other communications to a Member as directed by the Member. Each Member shall provide the Authority with the address to which communications are to be sent. Members shall address notices and other communications to the Authority to the Program Administrator of the Authority at the office address of the Authority as set forth in the Bylaws.

ARTICLE 16

AMENDMENT

This Agreement may be amended at any time by vote of two-thirds of the Members, acting through their governing bodies.

ARTICLE 17

EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the Authority receiving notice of the approval of any Amended Agreement by the governing bodies of two-thirds of the Members.

ARTICLE 18

PROHIBITION AGAINST ASSIGNMENT

No Member may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee, or third party beneficiary of any public housing authorities shall have any right, claim or title to any part, share, interest, fund, premiumcontribution, or asset of the Authority.

ARTICLE 19

FILING WITH SECRETARY OF STATE

The Program Administrator of the Authority shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code § 6503.5 and within 70 days of its effective date as required as required by Government Code § ~~54051~~ 53051.

Format

Comment
reference

Format

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below:

Dated:

PUBLIC HOUSING AUTHORITY

By: _____

(Type Name)

(Housing Authority)

EXHIBIT A

CHWCA MEMBERS

**ALAMEDA CITY HOUSING AUTHORITY
ALAMEDA COUNTY HOUSING AUTHORITY
BENICIA CITY HOUSING AUTHORITY
BUTTE COUNTY HOUSING AUTHORITY
CONTRA COSTA COUNTY HOUSING AUTHORITY
EUREKA CITY/HUMBOLDT COUNTY HOUSING AUTHORITY
FRESNO HOUSING AUTHORITY
KERN COUNTY HOUSING AUTHORITY
KINGS COUNTY HOUSING AUTHORITY
MADERA CITY HOUSING AUTHORITY
MARIN COUNTY HOUSING AUTHORITY
MENDOCINO COUNTY COMMUNITY DEVELOPMENT COMMISSION
MERCED COUNTY HOUSING AUTHORITY
MONTEREY COUNTY HOUSING AUTHORITY
PASO ROBLES CITY HOUSING AUTHORITY
PLUMAS COUNTY COMMUNITY DEVELOPMENT COMMISSION
RIVERBANK CITY HOUSING AUTHORITY
RIVERSIDE COUNTY HOUSING AUTHORITY
SACRAMENTO HOUSING & REDEVELOPMENT AGENCY
SAN BERNARDINO COUNTY HOUSING AUTHORITY
SAN DIEGO HOUSING COMMISSION
SAN JOAQUIN COUNTY HOUSING AUTHORITY
SAN LUIS OBISPO CITY HOUSING AUTHORITY
SAN MATEO COUNTY HOUSING AUTHORITY
SANTA BARBARA CITY HOUSING AUTHORITY
SANTA CLARA COUNTY HOUSING AUTHORITY
STANISLAUS COUNTY HOUSING AUTHORITY
SUTTER COUNTY HOUSING AUTHORITY
TULARE COUNTY HOUSING AUTHORITY
UPLAND CITY HOUSING AUTHORITY
VENTURA AREA HOUSING AUTHORITY
WASCO CITY HOUSING AUTHORITY
YOLO COUNTY HOUSING AUTHORITY**