

**ABSTRACT  
OF  
CONSORTIUM  
AGREEMENT**

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

This Intergovernmental Services Agreement (the “Agreement”) is hereby made and entered into this \_\_\_\_\_ day of October, 2019 by and between the Housing Authority of the County of Stanislaus (“Stanislaus”), the Housing Authority of the County of Merced (“Merced”), the Housing Authority of the City of Madera (“Madera”) and the Housing Authority of the City of Riverbank (“Riverbank”).

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

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

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

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

Whereas, Stanislaus will be designated herein as the lead agency and is not designated as a “troubled agency;” and

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

NOW THEREFORE, the parties to this Agreement hereby agree to create a consortium of housing authorities to join together for the administration and management of their respective agencies to collaborate and improve various aspects of each housing authority’s operation for the benefit of all parties and their constituents on the following terms and conditions:

Section 1. NAME.

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

Section 2. RECITALS.

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

Section 3. PARTIES.

The parties to this Agreement are as follows:

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

Section 4. LEAD AGENCY.

The Housing Authority of the County of Stanislaus shall be the designated lead agency for this consortium. As Lead Agency, Stanislaus shall collect the assistance funds from United States Department of Housing and Urban Development (HUD) that would be paid to the parties to this Agreement for the Public Housing element of each of the parties' operation as provided herein. The Lead Agency shall distribute the public housing funds to member agencies in the amount each agency is to receive as determined by HUD. The Lead Agency shall distribute the funds to each member agency within

fourteen (14) days of the date the Lead Agency receives the Public Housing funds from HUD.

Section 5. GOVERNANCE.

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

Modification of this Agreement or acceptance of a new member agency will only be approved by unanimous vote of the other member agencies' Board of Commissioners.

Section 6. AGENCY CONTACT PERSON.

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

Section 7. CHANGE IN FINANCIAL YEAR.

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

Section 8. HUD RELATIONSHIP.

HUD will have a direct relationship with the Consortium through the PHA Plan that will be submitted annually by the Consortium's lead agency on behalf of its member agencies.

Section 9. COST INVOICES.

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

Section 10. RESPONSIBILITY OF MEMBER AGENCIES.

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

- a) Cooperate with other member agencies to facilitate sharing of information services and products;
- b) Pay all member agency invoices when due;
- c) Each member agency remains responsible for its own obligation under its Annual Contribution Contract (ACC) with HUD to assure that all program funds, including funds paid to the lead agency for administration by the Consortium are used in accordance with the regulations and requirements, and that the PHA program is administered in accordance with HUD regulations and requirements. Any breach of program requirements with respect to a program covered by the Consortium Agreement is a breach of the ACC with each of the participating agencies, so each member agency is responsible for the performance of the consortium.

Section 11. AUDITS.

Member Agencies will be responsible for their own program audit to HUD and such audit shall be made in accordance with generally accepted accounting principles, as determined in consultation with an independent public accountant. HUD may require one audit for all consortium public housing programs based on receipt and distribution of funds by the lead agency.

Section 12. ADMINISTRATIVE AND PROCUREMENT SERVICES.

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

Section 13. ADDITIONAL MEMBERS.

Additional members may be added to the Consortium based on a unanimous vote of the other existing member agencies.

Section 14. WITHDRAWAL FROM CONSORTIUM.

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

Section 15. TERMINATION FROM THE CONSORTIUM.

A member agency may be terminated by the Consortium after the agency fails to reasonably cooperate with the other Consortium members on required submissions to HUD after at least thirty (30) days written notice to cure any deficiency is given to the agency and action is not undertaken to cure the deficiency. Termination may also be voted on by the Consortium where HUD has demanded that a consortium member resign from the Consortium for just cause or HUD rules violation. Any vote to terminate a consortium member must be by a majority vote of all of the then existing member agencies.

**(Balance of the terms of this Consortium Agreement will be provided based on input from consortium members.)**