

RESOLUTION NO. 82-027

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF

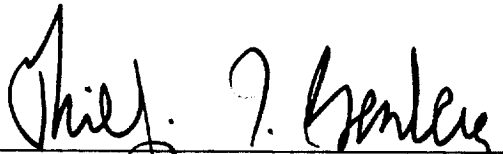
April 20, 1982

AUTHORIZING EXECUTION OF JOINT EXERCISE
OF POWERS AGREEMENT CREATING THE
SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE
CITY OF SACRAMENTO:

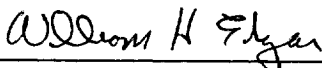
Section 1. The attached Joint Exercise of Powers
Agreement creating the Sacramento Housing and Redevelopment
Agency, is hereby authorized and approved.

Section 2. The Chairman is authorized to execute said
Agreement on behalf of the Redevelopment Agency of the City of
Sacramento.



CHAIRMAN

ATTEST:



SECRETARY

RESOLUTION No. 82-027

APR 20 1982

JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated as of _____, 1982, by and between the CITY OF SACRAMENTO, a municipal corporation (hereinafter "City"), and the COUNTY OF SACRAMENTO, a political subdivision of the State of California (hereinafter "County"), and the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, the REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO, the HOUSING AUTHORITY OF THE CITY OF SACRAMENTO and the HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO (hereinafter the "Constituent Entities").

Recitals

WHEREAS, the Housing Authority of the City of Sacramento, the Housing Authority of the County of Sacramento, the Redevelopment Agency of the City of Sacramento and the Redevelopment Agency of the County of Sacramento would benefit from access to a common staff; and

WHEREAS, the parties to this Agreement desire to create an independent public agency pursuant to the Joint Exercise of Powers Act (Section 6500, et seq., of the California Government Code), for the sole purpose of providing staff services to the Constituent Entities and carrying out the housing and redevelopment functions within the respective jurisdictions of the City and County.

NOW, THEREFORE, the parties hereto agree as follows:

Agreements

1. Joint Powers Agency

There is hereby created the SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY (hereinafter referred to as "Agency" or "Joint Powers Agency"). The Agency is created pursuant to the powers vested in the City and County under Section 6500, et seq., of the California Government Code.

RESOLUTION No. 82-027

APR 20 1982

2. Purpose of Joint Powers Agency

The Joint Powers Agency is formed for the sole purpose of providing staff and employee services for the Constituent Entities and such other entities or bodies as may be from time to time approved by the Agency and the parties, for the purpose of providing to said entities staff services to enable those entities to carry out the housing and redevelopment functions invested by law in each of the Constituent Entities within the jurisdiction of the City and County.

3. Authority of Joint Powers Agency

Except as otherwise provided in this Joint Powers Agreement and the Delegation of Powers to Sacramento Housing and Redevelopment Commission Agreement adopted by the Housing Authority and Redevelopment Agency of the City of Sacramento (Resolutions HA 81-098 and RA 81-083, respectively), and the Housing Authority and Redevelopment Agency of the County of Sacramento (Resolutions HA 1497 and RA 83, respectively), the Agency is hereby authorized, in its own name, to do all acts necessary to the exercise of authority for accomplishing the purposes set forth in Paragraph 2 above including but not limited to any and all of the following acts:

- (a) Enter into contracts for staff and employee services;
- (b) Receive and expend funds;
- (c) Employ personnel, subject to the limitations set forth elsewhere in this Agreement;
- (d) Organize and train personnel;
- (e) Acquire such materials and equipment as are necessary to carry out the contracts which are executed;
- (f) Sue or be sued in its own name, except that no authority is granted to sue the City or County;
- (g) Evaluate performance of personnel;
- (h) Establish an annual budget and amendments thereto pursuant to the delegation agreement noted above;

- (i) Establish suitable reserves for the appropriate operation of the Agency pursuant to the delegation agreement noted above;
- (j) Acquire, lease, rent, manage, maintain, hold or dispose of equipment, materials, supplies and property;
- (k) Perform any other act or acts that may be required to accomplish the purposes of this Agreement and the contracts executed pursuant thereto.

4. Governing Board

The Agency shall be administered by a governing board consisting of the members of the Sacramento Housing and Redevelopment Commission as they are appointed by provision of Chapter 2.29 of the Code of the County of Sacramento, and by provision of Section 2.250, et seq., of the Code of the City of Sacramento. The provisions of the respective City and County Codes relating to the appointment, qualification, terms of service and termination of commissioners shall apply equally to their services as members of the governing board of the Agency.

5. Meetings of the Governing Board

(a) Regular Meetings. The governing board shall hold its regular meetings concurrently with the regular meetings of the Sacramento Housing and Redevelopment Commission. The date upon which, and the hour and place of which, each such regular meeting shall be held shall be fixed to accord with the meetings of the Sacramento Housing and Redevelopment Commission.

(b) Special Meetings. Special meetings of the governing board may be called in accordance with the provisions of Section 54956 of the California Government Code.

(c) Legal Notice. All meetings of the governing board shall be held subject to the provisions of the laws of the State of California requiring notice of meetings of public bodies to be given as soon as possible.

(d) Minutes. The minutes of all meetings of the governing board shall be kept by the Clerk of the Agency and shall as soon as possible

after each meeting but in no case more than seven (7) days after such meeting, be forwarded to each member of the governing board and the Clerk of the Board of Supervisors and the City Clerk of the parties hereto.

(e) Quorum. A majority of the members of the governing board shall constitute a quorum for the transaction of business. Action shall be taken by the governing board in accordance with the rules and By-Laws of the Sacramento Housing and Redevelopment Commission as they now exist or from time to time may be amended.

6. Officers

The officers of the governing board shall be a chairman and vice chairman elected from among the members of the board for one (1) year terms in accordance with the provisions of the By-Laws of the Sacramento Housing and Redevelopment Commission.

7. Term

This Agreement shall remain in effect until terminated by action of any one of the parties hereto but in no case shall action to terminate this Agreement be effective until the next succeeding January 1, preceded by not less than one hundred eighty (180) days notice of termination served upon the Agency and the other parties to this Agreement.

8. Contract Monitoring

The Agency shall have the duty and responsibility to monitor, evaluate and take corrective action relating to the performance of any and all contracts executed pursuant to this Agreement.

9. Staff

The County of Sacramento and the City of Sacramento shall jointly appoint an Executive Director of the Agency, after receipt of a confidential recommendation of the County Executive and the City Manager. The Executive Director shall serve at the pleasure of the appointing authorities and may be removed from office by either the County or the City after receipt of a confidential recommendation concerning the matter from the County Executive and the City Manager. The Executive Director shall be an employee of the Agency and

be responsible for carrying out all staff functions for the Agency and shall hire, supervise and may dismiss all authorized staff of the Agency, subject to applicable personnel rules and procedures. The Agency shall be the exclusive employer of staff. All current employees of the Housing Authority of the City of Sacramento and the Redevelopment Agency of the City of Sacramento shall automatically be transitioned as employees of the Agency. The employees shall retain all rights, privileges, benefits, seniority, etc., in effect at the time of the transition in accordance with applicable personnel rules and procedures. No staff or employee of the Agency shall have any employment rights within the parties hereto by virtue of its services on the staff of the Agency.

10. Legal Counsel

The Agency shall have a Legal Counsel who shall be independent of the County Counsel of the County of Sacramento or the City Attorney of the City of Sacramento.

11. Reports

Commencing January 1, 1983 and not less than annually thereafter during the term of this Agreement, the Agency shall make reports to the parties hereto and any and all other individuals or agencies that may be appropriate. Additional reports may be made from time to time as circumstances may require. Said reports shall contain but not be limited to proposed plans and status of existing plans, programs, contracts and such other subjects as the parties may determine.

12. Funds; Accountability

(a) The Executive Director of the Agency shall designate the Director of Finance as treasurer of the Joint Powers Agency. The treasurer is designated as the depository of the Agency to have custody of all the money from whatever source, and as such to have the powers, duties and responsibilities specified in Section 6505.5 of the Government Code of the State of California.

(b) The treasurer shall establish such records and accounting

procedures as are required by the Agency and by generally accepted accounting principles. In particular, the funds received under each contract executed pursuant hereto shall be managed in such a manner that accounting may be had of receipts and expenditures of funds of each of the parties hereto.

(c) The treasurer shall make such reports as the Agency may direct.

(d) The fiscal year of the Agency shall be from January 1 through December 31.

13. Reimbursement

The Agency shall undertake any staffing assignments and responsibilities requested by the parties or any one of them and the parties agree to reimburse Agency for such costs as it may incur in fulfilling these responsibilities in accordance with the provisions of this Paragraph 13.

Inasmuch as the budget revenues and expenditures of the Agency and the parties are interrelated, it is agreed that the Agency's budget may be submitted, reviewed and adopted as part of a combined budget for the Constituent Entities. Subsequent modification or amendment of the budgets of the parties as to an Agency administered activity shall be deemed to effect a corresponding amendment of Agency's budget.

14. Cost Allocation

Administrative costs, costs for retention of staff and any other administrative or equipment costs relating to implementation and carrying out the purposes of the Constituent Entities shall be placed under the control of Agency. Such costs shall be allocated pursuant to an approved Cost Allocation Plan by the Agency's appropriate cognizant agency in accordance with Circular 74-4.

15. Review by Parties

Notwithstanding the powers granted to the Agency and its governing board by Sections 3 and 4 hereof, except as provided below, the parties hereto shall review and must approve the following before such actions are considered final and authorized:

(a) The annual budget and any modification thereof, provided that any modification of the budget by a party for a program or activity for which Agency provides staff support exclusively to such party shall be deemed to have effected a corresponding modification of the Agency's budget subject to approval by only the County Board of Supervisors and the City Council.

(b) The annual Capital Improvements Program and any modification thereof, provided that the budgeted amount for any item therein may be amended by majority vote of the governing body of the entity or entities actually undertaking the improvement. Such an amendment so enacted shall be deemed to have been effected by all of the entities originally establishing the budget without further action by those entities not directly involved in the expenditure of the funds in question.

16. Audit

The Agency shall contract with a certified public accountant to make an annual audit of the accounts and records of the Agency. The minimum requirements of the audit shall be those prescribed by the Controller of the State of California for special districts under Section 26909 of the California Government Code and shall conform to generally accepted auditing standards. When such an audit of the accounts and records is made by a certified public accountant, a report thereof shall be filed as a public record with the City of Sacramento and the County of Sacramento. Such report shall be filed within six (6) months of the end of the accounting period.

17. Breach

If a default shall be made by any party hereto as to any covenant contained in this Agreement, such default shall not excuse said party from fulfilling its obligations under this Agreement.

18. Disposition of Assets; Surplus Money

Upon termination of this Agreement, all costs, expenses and charges legally incurred by the Agency shall be paid and discharged. The Agency shall distribute to the United States Government, the State or appropriate local agencies such property and funds as are lawfully required. The balance

of such property and any surplus money on hand shall be distributed or returned to the parties hereto equally except to the extent otherwise agreed upon by the parties.

19. Severability

Should any part, term or provision of this Agreement be decided by the courts 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.

20. Successors; Assignment

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other parties hereto.

21. Procedures

The procedures of the County of Sacramento shall be followed in compliance with the requirements of Section 6509 of the California Government Code, except that the Agency may determine by the adoption of a personnel policy the status of its own employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SACRAMENTO, a municipal corporation

By _____ Mayor

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By _____ Chairman

RESOLUTION No. 82-027

REDEVELOPMENT AGENCY OF THE CITY OF
SACRAMENTO,

HOUSING AUTHORITY OF THE CITY OF
SACRAMENTO

By _____
Chairman

REDEVELOPMENT AGENCY OF THE COUNTY
OF SACRAMENTO,

HOUSING AUTHORITY OF THE COUNTY OF
SACRAMENTO

By _____
Chairman