

82011 (b)

July 27, 1976

76-257

Phillip J. McAndrews
Coordinator IVCHA
1401 D Street
Brawley, California 92227

RE: Imperial Valley Coordinated Housing Authorities

Dear Mr. McAndrews:

In answer to your letter of July 21, 1976, please refer to the attached copy of a letter from the Los Angeles City Housing Authority, in which we answer similar questions.

It appears clear from Government Code Section 82011(b) that in order for the County Board of Supervisors to be the Code reviewing body for any one of the housing authority members, the jurisdiction of the members would have to be solely within that County.

From your membership list the only member who might fit this jurisdictional requirement would seem to be the Housing Authority of the County of Imperial. This agency would be required to develop a Conflict of Interest Code for which the County would be the code reviewing body.

All other members of Imperial Valley Coordinated Housing Authorities would have to develop a Conflict of Interest Code with their respective cities as the code reviewing body.

Finally regarding the deadlines for the development of a Conflict of Interest Code, the deadlines will be set by the respective code reviewing bodies of each agency.

If you have any further questions, please don't hesitate to call me at 916/322-6444.

Sincerely,

Alfredo Flores
Staff Attorney, Conflicts
of Interest Division

AF:jhm
Enc

Imperial Valley Coordinated Housing Authorities

76257

..... Representing

Housing Authority of the City of Brawley	...	Housing Authority of the City of Holtville
Housing Authority of the City of Calexico	...	Housing Authority of the City of Imperial
Housing Authority of the City of Calipatria	...	Housing Authority of the County of Imperial
Housing Authority of the City of El Centro	...	Housing Authority of the City of Westmorland

1401 D Street

Brawley, Imperial County, California - 92227

Telephone 344-0590

July 21, 1976

In Reply Please Refer to
FILE NO. IVCHA

Conflict of Interest

Fair Political Practices Commission
1100 K Street
Sacramento, California 95814

Gentlemen:

We represent eight separate housing authorities located in Imperial Valley as listed below:

Housing Authority of the City of Brawley
Housing Authority of the City of El Centro
Housing Authority of the City of Calexico
Housing Authority of the City of Westmorland
Housing Authority of the City of Holtville
Housing Authority of the City of Calipatria
Housing Authority of the City of Imperial
Housing Authority of the County of Imperial

Handwritten notes:
} City CRB
} County CRB

We would like to know whether or not it is necessary that the Commissioners of the above Housing Authorities file a Conflict of Interest Code. Also, please advise whether the Board of Supervisors for the County should be our Code Reviewing Body or should the City Council for one of the Cities or each City be the Code Reviewing Body. Is there a deadline for filing this Conflict of Interest Code after the Public Notice of a meeting?

An attorney with County states the County Board of Supervisors should be our Code Reviewing Body and an attorney with one of the cities has the opinion that the City Council should be our Code Reviewing Body.

We enclose a copy of our organization agreement for your review and anxiously await your reply.

Sincerely,

Philip J. McAndrews
Philip J. McAndrews,
Coordinator

PJM/kg
Enclosure

3. Powers of Coordinating Board. The members of the Coordinating Board are hereby delegated authority to act for their respective Local Authorities in all matters covered by this agreement, but within budgetary limitations, including the following powers:

- (a) To select, employ and fix the compensation of a chief administrative employee of the Coordinating Board who shall be known as the "Coordinator" and to employ or retain technical experts, architects, engineers, attorneys and such other officers, agents, and employees, permanent and temporary as it may require and to determine their qualifications, duties and compensation;
- (b) To rent or otherwise provide necessary office space for the staff of the Coordinating Board, including necessary office equipment, and to authorize or approve expenditures by the Coordinator for office supplies and other necessary expenses of the Coordinating Board;
- (c) To administer and carry out, subject to the approval of the Local Authority involved, contracts executed by any Local Authority for the planning, construction, and operation of low rent housing projects to be developed with the financial assistance of the Public Housing Administration under authority of the United States Housing Act of 1937, as amended, including the power to review and approve for payment on behalf of the Local Authorities, contractors' vouchers under such contracts; in connection with the power granted under this sub-paragraph (c), it is expressly understood and agreed that all contracts for the planning, construction or operation of housing projects shall be executed by the individual Local Authority involved, and that the Coordinating Board shall have no power or authority to change or modify such contracts;
- (d) To provide for regular and special meetings of the Coordinating Board, including the right to organize and appoint such officers as may be deemed essential for the functioning of the Coordinating Board; all Local Authorities shall be notified in writing of the meetings of the Coordinating Board and any commissioner or other designee of any member Local Authority may attend such meetings and have the right to be heard;
- (e) To coordinate the activities of the Local Authorities in the planning, development and operation of the low rent housing projects referred to in this agreement, all subject to final approval of each Local Authority with respect to its project or projects;
- (f) It is contemplated that each Local Authority may continue to employ its own Executive Director, and the Coordinating Board shall have no duties, powers or responsibilities in connection with the existing programs of the Local Authorities;
- (g) To make and from time to time amend and repeal by-laws, rules and regulations not inconsistent with the California Housing Authorities Law or any contracts between the Local Authorities and PHA;
- (h) To exercise all other powers and functions and responsibilities necessary to effectuate the purposes of this agreement and incidental to the specific powers granted hereunder.

4. Payment of Expenses.

- (a) Budgets: The Coordinating Board shall prepare an annual budget, broken down by quarters to show the estimated office maintenance costs, staff compensation, fees, and other expenses. Upon adoption, the budget shall be used as a basis for fixing the proportionate amounts to be requisitioned by the Local Authorities from the Public Housing Administration and contributed to the Coordinating Board in response to its requisitions to defray its operating expenses.

- (b) Furnishing of Funds: Each of the Local Authorities, from time to time upon requisition by the Coordinating Board, pursuant to the budget, shall appropriate and pay to the Coordinating Board such funds as shall be requisitioned to meet the operating expenses of the Coordinating Board and its staff. Each Local Authority shall be obligated to pay as its share in the same proportion as the number of dwelling units covered by preliminary loan or annual contributions contracts (whichever is the later) between the Local Authorities and PHA and administered under this agreement, bears to the total number of dwelling units in all low rent housing projects administered under this agreement. The amounts determined by the Coordinating Board to be due, pursuant to requisitions shall be final and conclusive on the parties hereto.
- (c) No member or officer of the Coordinating Board, nor any member of any Local Authority shall be individually liable on any obligation or expense of the Coordinating Board.
- (d) No member of the Coordinating Board shall receive any compensation for his services on such Coordinating Board, but shall be entitled to payment of authorized personal and traveling expenses necessary in performing the work of the Coordinating Board.

5. Deposit and Handling of Funds.

- (a) The Coordinating Board shall enter into a Depositary Agreement which shall be in a form approved by the PHA, and with a bank (which shall be and continue to be a member of the Federal Deposit Insurance Corporation) selected as the depositary by the Board. The Board will deposit promptly the entire proceeds of every advance made pursuant to this contract, unless the PHA shall consent in writing to the deposit of such proceeds in some other account. If the PHA finds that one or more of the following conditions have occurred:
- (a) The depositary is no longer a member of the Federal Deposit Insurance Corporation;
 - (b) The depositary has defaulted in the performance of any of its obligations under the Depositary Agreement;
 - (c) The PHA for any reason deems the funds deposited by the Coordinating Board with the depositary to be unsafe or insecure, then the PHA may require the Coordinating Board to withdraw all its funds immediately from such depositary and to enter into a depositary agreement, and to deposit such funds with a new depositary (which shall be a member of the Federal Deposit Insurance Corporation). The PHA may exercise its powers under the provisions of the Depositary Agreement to suspend withdrawals by the Coordinating Board, and may itself make withdrawals from the Coordinating Board's account if the Coordinating Board shall default in the performance or observance of any of the agreements on the part of the Coordinating Board in this contract.
- (b) The Coordinating Board may establish and may maintain a petty cash fund not in excess of \$75.00. All employees or officers handling cash or responsible for the disbursement of funds by check or otherwise, shall be covered by appropriate fidelity bonds in the individual amount of not less than \$10,000.00. The Coordinating Board shall account for all expenditures and shall establish an accounting system in such form and manner as may be prescribed by the PHA under its contracts with the individual Local Authorities.

6. Members' Expenses. No member of the Coordinating Board shall receive any compensation for his services, but each member shall be entitled to receive the amount of \$12.00 per day during attendance at meetings of the Coordinating Board and during such time as may be spent travelling between the member's home and the office of the Coordinating Board and shall be entitled to reimbursement for travelling expenses necessary in performing the work of the Coordinating Board in such amounts and at such rates as shall be established

IMPERIAL VALLEY COORDINATED HOUSING
AUTHORITIES' ORGANIZATION AGREEMENT

THIS AGREEMENT made this 1st day of July, 19 50 by and between the Housing Authority of the City of Brawley, the Housing Authority of the City of Calexico, the Housing Authority of the City of Holtville, the Housing Authority of the City of Imperial, the Housing Authority of the City of Pomona, the Housing Authority of the City of El Centro and the Housing Authority of the County of Imperial to be identified as the Imperial Valley Coordinated Housing Authorities, witnesseth:

WHEREAS, the Local Authorities have applied or intend to apply to the Public Housing Administration (hereinafter referred to as the "PHA") for financial assistance under the program authorized by the United States Housing Act of 1937, as amended, for the construction and operation of low rent housing projects in the areas in which the Local Authorities are authorized to operate to alleviate the serious lack of safe and sanitary housing for families of low income; and

WHEREAS the Local Authorities are public agencies of the State of California created under the Housing Authorities Law, Act 3483, 2 Deering's California General Laws at Page 1293, and authorized by Section 11 of said Housing Authorities Law to join and cooperate with one another in the exercise of any or all of the powers conferred under said Housing Authorities Law for the purpose of financing, planning, undertaking, constructing or operating a housing project or projects located within the area of operation of any one or more of said Authorities; and

WHEREAS the Local Authorities desire to use a joint staff for maximum efficiency and to achieve economies in the planning, construction and operation of the aforementioned housing projects through coordinated effort;

NOW, THEREFORE, the parties hereto do agree as follows:

1. Creation of a Coordinating Board. For the purpose of carrying out the provisions of this agreement, there is hereby created a Coordinating Board to represent the Imperial Valley Coordinated Housing Authorities. The Coordinating Board shall be made up of one representative of each of the Local Authorities (which Board is herein referred to as the "Coordinating Board"). The chairman of each Local Authority shall serve as the member and the vice chairman as alternate member of the Coordinating Board from each Local Authority. Any Local Authority may change its member representative or alternate member representative on the Coordinating Board upon written notice of such change to all other Local Authorities. Each Local Authority shall be entitled to equal voice in the affairs of the Coordinating Board, regardless of the number of dwelling units or projects of such Local Authority. The Coordinating Board shall exercise its powers through its employees and agents pursuant to the Coordinating Board's decisions acting on the general conduct of its affairs. Decisions shall be made by majority vote of the Coordinating Board.

2. Functions. The Coordinating Board insofar as it may do so by exercising the powers hereinafter conferred, shall supervise, coordinate and perform such functions as may from time to time be assigned to it by the Local Authorities relative to the planning, development, construction and management of low rent housing projects hereafter undertaken pursuant to contracts for preliminary loans or for annual contributions between the individual Local Authorities and the PHA and covered by the following "Reservations" or any amendments, revisions, or additions thereof issued by PHA; "Reservations" to include such additional reservations as may be issued from time to time:

<u>Reservation No.</u>	<u>Date</u>	<u>No. of Dwelling Units</u>
32-A	2-7-50	75-75
36-A	2-6-50	12
37-A	2-7-50	12
38-A	2-7-50	30
39-A	2-7-50	45
40-A	2-7-50	100

in the regulations of the Coordinating Board and as may be approved by the PHA.

7. Term of Agreement and Settlement of Disputes. This agreement shall not be abrogated, changed or modified without the consent of the PHA, except as herein provided, as long as any contract between each of the Local Authorities and the PHA, or loans or annual contribution or both with respect to any project, shall remain in force and effect, or so long as any bonds issued in connection with any low rent housing project shall remain outstanding. Subject to approval by the PHA, the parties by mutual agreement of all parties may terminate this agreement as to any individual party at such time as they are satisfied that a low rent housing project covered by this agreement can be operated economically and efficiently by an individual Local Authority without requiring the services of the Coordinating Board pursuant to this agreement and without detriment to the Local Authorities remaining parties thereto. No breach of this agreement by any of the parties hereto shall render the agreement void and all controversies and differences arising hereunder other than those involving action by PHA shall be referred to and determined by a majority vote of the Coordinating Board.

8. Termination. This agreement may be terminated by mutual consent of the Local Authorities and upon receipt of approval by PHA; Provided, That the Coordinating Board shall not be dissolved until it has collected all accounts receivable, discharged all outstanding contract obligations, and either paid all accounts payable or made satisfactory arrangements for each payment and for the liquidation of outstanding claims. Such dissolution shall be accomplished pursuant to such arrangements as may be mutually satisfactory and shall become final as of a date approved by PHA following a final audit of the Coordinating Board's affairs by such agency as PHA may approve.

9. Additional Local Authorities. Any additional Local Housing Authority operating in Imperial County, California, may, upon application to, and upon approval by, the Coordinating Board and the Public Housing Administration, become a party to this agreement. The extent of such additional Local Authorities' participation in the financing of operations of the Board shall be established as of a date to be specified by the Coordinating Board at the time such Local Authority adheres to the terms of this agreement.

10. Division of Funds and Property upon Termination of this Agreement. Upon termination of this agreement as herein provided, all funds remaining for the collection of accounts receivable and the payment of all accounts payable shall be distributed among the parties herein in proportion to the contributions made by such parties. All property acquired by the Coordinating Board shall be either distributed among Local Authorities pursuant to mutual agreement or sold by public sale and the proceeds divided as provided above with regard to other funds. In the event of any unliquidated claims by or against the Coordinating Board at the time of termination, the Coordinating Board shall by mutual agreement provide for the satisfaction of such claims upon the conclusion of negotiations or of legal action resulting in their ascertainment. The Coordinating Board shall continue to supervise the liquidation of such claims until their final determination. In the event that one of the Housing Authorities hereto shall terminate its interest in this agreement, the Coordinating Board shall determine such party's interest on the basis of such party's contribution, in funds and property acquired as a result of joint exercise of powers and the Coordinating Board shall make payment to the Housing Authority of its proportionate share of funds and of the depreciated value of its interest in property.

11. Interested Members or Employees. No member or employee of the Coordinating Board shall acquire any interest direct or indirect in any housing project, or in any property included or planned to be included in any project, nor shall he have any financial interest direct or indirect in any contract or proposed contract for materials or services to be furnished or used in connection with any housing project. If any member or employee owns or controls an interest direct or indirect in any property included or planned to be included in any housing project, he immediately shall disclose the same in writing to the Coordinating Board, and such disclosure shall be entered upon the minutes of the Coordinating Board. Failure so to disclose such interest shall constitute misconduct in office and the Coordinating Board shall have the right to recover the entire amount of any profit arising out of such interest.

12. Congressional Interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

13. Effective Date of Agreement. Effective as of the date hereof, this agreement amends, supersedes, replaces and terminates that certain Imperial Valley Coordinated Housing Authorities' Organization Agreement dated February 27, 1950.

IN WITNESS WHEREOF, the parties hereto and the Public Housing Administration have caused this agreement to be signed by a duly authorized official, and have caused their respective seals to be impressed hereon and attested as of the day first above written.

HOUSING AUTHORITY OF THE CITY OF BRAWLEY

(Seal)
Attest: Stanley Abel

By Harvey E. Hartman

HOUSING AUTHORITY OF THE CITY OF CALEXICO

(Seal)
Attest: _____

By _____

HOUSING AUTHORITY OF THE CITY OF HOLTVILLE

(Seal)
Attest: William M. Sharp

By Vito A. Spanlin

HOUSING AUTHORITY OF THE CITY OF IMPERIAL

(Seal)
Attest: Chas Owen

By Jack Murphy

HOUSING AUTHORITY OF THE CITY OF WESTMORLAND

(Seal)
Attest: _____

By Frank R. Hayes

HOUSING AUTHORITY OF THE CITY OF EL CENTRO

(Seal)
Attest: E. R. Nance

By Russell Yeager

HOUSING AUTHORITY OF THE COUNTY OF IMPERIAL

(Seal)
Attest: Clair W. Mitchell

By W. C. Worthington

February 11, 1957

RESOLUTION NO. 1.122

RESOLUTION AMENDING IMPERIAL VALLEY
COORDINATED HOUSING AUTHORITIES
ORGANIZATION AGREEMENT TO INCLUDE
HOUSING AUTHORITY OF THE CITY OF
CALIPATRIA

WHEREAS, by the Imperial Valley Coordinated Housing Authorities' Organization Agreement, dated July 1, 1950, the Housing Authority of the City of Brawley, the Housing Authority of the City of Calexico, the Housing Authority of the City of Holtville, the Housing Authority of the City of Imperial, the Housing Authority of the City of Westmorland, the Housing Authority of the City of El Centro and the Housing Authority of the County of Imperial, did, by executing such Agreement, create the Imperial Valley Coordinated Housing Authorities for the purpose outlined in said Agreement, and

WHEREAS, Sec. 9 of said Agreement makes provision for any additional Housing Authority, upon making application to and upon approval by the Coordinated Board and the Public Housing Administration, to become a party to said Agreement, and

WHEREAS, the Imperial Valley Coordinated Housing Authorities by Motion made by Commissioner Wolf, seconded by Commissioner Lasher at a meeting of the Board held on July 9, 1956 extend an invitation to the Housing Authority of the City of Calipatria to become a participating member of said Board, and

WHEREAS, by Resolution No. 12, adopted at a meeting of the Commissioners held on September 11, 1956, the Housing Authority of the City of Calipatria did make application to and accept the invitation of the Coordinated Board, said acceptance to be effective as of July 1, 1956,

NOW, THEREFORE, BE IT RESOLVED that the Housing Authority of the City of Calipatria be and is hereby made a participating member of the Imperial Valley Coordinated Housing Authorities, with equal rights with all other member Authorities, and

BE IT FURTHER RESOLVED that this Resolution be made retroactive to date of Resolution No. 12, adopted by the Housing Authority of the City of Calipatria on September 11, 1956, to be effective as of July 1, 1956, all other conditions of said Organization Agreement to remain unchanged.

IN WITNESS WHEREOF, the parties hereto and the Public Housing Administration have caused this agreement to be signed by a duly authorized official, and have caused their respective seals to be impressed hereon and attested as of July 1, 1956.

SEAL HOUSING AUTHORITY OF THE CITY OF BRAWLEY

ATTEST Camille Wohler BY Maude Mercer
Acting Coordinator

SEAL HOUSING AUTHORITY OF THE CITY OF CALEXICO

ATTEST O. Padilla BY J. Higuera Jr.
Executive Director

SEAL HOUSING AUTHORITY OF THE CITY OF HOLTVILLE

ATTEST Willie M. Sharp BY H. P. Smith
Executive Director

SEAL HOUSING AUTHORITY OF THE CITY OF IMPERIAL

ATTEST Chas. Owen BY Frank F. Brewer
Executive Director

SEAL HOUSING AUTHORITY OF THE CITY OF WESTMORLAND

ATTEST Camille Wohler BY Aubrey F. Lee
Acting Coordinator

SEAL HOUSING AUTHORITY OF THE CITY OF EL CENTRO

ATTEST Camille Wohler BY J. W. Tyler
Acting Coordinator

SEAL HOUSING AUTHORITY OF THE COUNTY OF IMPERIAL

ATTEST Harry Hillock BY E. F. MORRETTI
Executive Director

SEAL HOUSING AUTHORITY OF THE CITY OF CALIPATRIA

ATTEST Camille Wohler BY H. F. HOWINGTON
Executive Director

PHA as a Party to Agreement: The Public Housing Administration has joined in the execution of this Agreement, and is a party hereto to the extent necessary to recognize the obligation and duty of the Local Authorities to obtain PHA approval or consent and Public Housing Administration's right, to give or withhold such approval or consent, of all actions where such approval or consent is required.

SEAL PUBLIC HOUSING ADMINISTRATION

ATTEST Marie Graham BY J. G. Melville