

Date: August 28, 2017 (Monday)

Time: 6:30 p.m.

Place: City Council Chambers
350 North Valencia Blvd.
Woodlake, CA 93286

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, including auxiliary aids, translation requests, or other accommodations, or to be able to access this agenda and documents in the agenda packet, please contact City Hall at 559-564-8055 at least 3 days prior to the meeting.

The full agenda including staff reports and supporting materials are available at City Hall.

I. CALL TO ORDER & WELCOME

II. PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENTS

This portion of the meeting is reserved for persons wishing to address the Authority on items within its jurisdiction but not on this agenda. NOTE: Prior to action by the Authority on any item on this agenda, the public may comment on that item. Unscheduled comments may be limited to 3 minutes.

All items on the Consent Agenda are considered to be routine and non-controversial by City staff and will be approved by one motion if no member of the Authority or public wishes to comment or ask questions. Items pulled from the Calendar will be considered separately.

IV. CONSENT CALENDAR –ACTION AND INFORMATION ITEMS

Request Approval of the Consent Calendar Action Items (IV. A)

A. None

V. ACTION/DISCUSSION ITEMS

- A. Action: Adoption of Resolution: Authorize the Execution of an Amended and Restated Joint Exercise of Powers Agreement Relating to the Woodlake Housing Authority (Pages 1-12)

VI. OTHER BUSINESS

- A. Information: Items from Staff
- B. Information: Items from Authority Members
- C. Request from Authority Members for Future Agenda Items

VII. CLOSED SESSION

NOTICE TO THE PUBLIC

As provided in the Ralph M. Brown Act, Government Code sections 54950 et seq., the Governing Board may meet in closed session with members of its staff and its attorneys. These sessions are not open to the public and may not be attended by members of the public. The matters the Council will meet on in closed session are identified below or are those matters appropriately identified in open session as requiring immediate attention and arising after the posting of the agenda. Any public reports of action taken in the closed session will be made in accordance with Government Code sections 54957.1

“Documents: If distributed to the Council less than 72 hours before a regular meeting, any public records which are subject to public inspection and pertain to an open-session item on the regular meeting agenda shall be available at the following address at the time they are distributed to a majority of the Council: 350 North Valencia Boulevard, Woodlake, California 93286. Public records distributed to the Council at a public meeting will be available to the public at such meeting if they were prepared by the City.

Exemptions and details in Government Code§ 54957.5 (a) shall apply.

VIII. ADJOURN

The next scheduled Woodlake Housing Authority meeting will be held at City Council Chambers located at 350 North Valencia Boulevard, Woodlake, CA 93286.

Woodlake Housing Authority:

Rudy Mendoza - Mayor
Frances Ortiz - Vice Mayor
Chuck Ray - Councilmember
Greg Gonzalez Jr. - Councilmember
Jose L. Martinez - Councilmember

City of Woodlake Housing Authority

AGENDA ITEM V-A

August 28, 2017

Prepared by Jason Waters City Staff

SUBJECT:

Action: Adoption of Resolution: Authorize the Execution of an Amended and Restated Joint Exercise of Powers Agreement Relating to the Woodlake Housing Authority

BACKGROUND:

At the April 27, 2015 City Council Meeting, Council authorized staff to enter into an agreement with the Woodlake Lions Club which allowed the City to acquire property that would allow the City to build the Woodlake Plaza and the Woodlake Community Center. Staff received authorization from Council to apply for a USDA loan to build the Community Center at the August 10, 2015 City Council Meeting. Council authorized Staff to put the project out to bid on May 22, 2017. Council awarded the construction of the Community Center to Klassen Corporation at the August 21, 2017 City Council meeting.

DISCUSSION:

As part of the next steps for the Community Center Project, the City, working together with the Woodlake Public Financing Authority and Woodlake Housing Authority, need to authorize the financing related to the Community Center. The attached documents and resolutions provide information and grant the City the authority to finance the project by causing the execution and delivery of certificates of participation in the principal amount of \$3,000,000 with an interest rate of 2.875%.

The City will issue a series of Certificates of Participation, in the maximum principal amount of \$3,000,000, under the Trust Agreement. The Certificates represent interests that the purchaser (USDA) has in installment payments to be paid by the City under the Installment Sale Agreement. The Finance Director will make the payments of principal and interest due on the Certificates to USDA.

RECOMMENDATIONS:

Staff recommends that Council Authorize the Execution of the Resolution.

FISCAL IMPACT:

The agreement obligates the City to make semi-annual installment payments from the General Fund which will be used to pay principal and interest due on the Certificates until final maturity.

ATTACHMENTS:

1. Amended JPA Agreement
2. Resolution: Authorize the Execution of an Amended and Restated Joint Exercise of Powers Agreement relating to the Woodlake Housing Authority

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
WOODLAKE HOUSING AUTHORITY AUTHORIZING THE EXECUTION
OF AN AMENDED AND RESTATED JOINT EXERCISE OF POWERS
AGREEMENT RELATING TO THE
WOODLAKE PUBLIC FINANCING AUTHORITY**

RESOLVED, by the Board of Commissioners (the “Board”) of the Woodlake Housing Authority (the “Housing Authority”), that:

WHEREAS, the City of Woodlake (the “City”) and the Woodlake Redevelopment Agency (the “RDA”) entered into a Joint Exercise of Powers Agreement dated August 1, 2007 (the “Original Agreement”) creating the Woodlake Public Financing Authority (the “Authority”) under Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”); and

WHEREAS, by action of the California legislature, as confirmed by the California Supreme Court, all redevelopment agencies in California, including the RDA, were dissolved on February 1, 2012; and

WHEREAS, the City and the Housing Authority have agreed to enter into an Amended and Restated Joint Exercise of Powers Agreement (the “Amended Agreement”), and to substitute the Housing Authority for the RDA as a member of the Authority, in order to resolve any uncertainty as to the status of the Authority, and to ensure its continued existence in the future after its current obligations have been satisfied; and

WHEREAS, there has been presented to this meeting a proposed form of the Amended Agreement, by and between the City and the Housing Authority; and

WHEREAS, under California law and the Amended Agreement, the Authority is and will continue to be a public entity separate and apart from its members, and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of its members or of its board members;

NOW, THEREFORE, it is hereby **ORDERED and DETERMINED**, as follows:

Section 1. Approval of Amended Agreement. The Amended Agreement, in substantially the form on file with the Secretary, is hereby approved. The Chair, Vice Chair, Secretary and Executive Director (each an “Authorized Officer”), each acting alone, are hereby authorized and directed, for and on behalf of the Housing Authority, to execute and deliver the Amended Agreement, in substantially said form, with such changes and insertions therein and an Authorized Officer, with the advice of bond counsel, may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 2. Official Actions and Filings. The Authorized Officers are hereby authorized and directed, for and on behalf of the Housing Authority, to take any and all other actions consistent with the purposes of this Resolution.

The firm of Jones Hall, A Professional Law Corporation, as bond counsel to City, is hereby authorized and directed to cause to be prepared, executed and filed any and all reports, statements and other documents as may be required in connection with the execution of the Amended Agreement.

Section 3. This Resolution shall take effect upon its adoption.

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Board of Commissioners of the Woodlake Housing Authority in regular meeting assembled on the 28th day of August, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Woodlake Housing Authority this 28th day of August, 2017.

Secretary of the
Woodlake Housing Authority

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT**

WOODLAKE PUBLIC FINANCING AUTHORITY

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement"), dated as of August 28, 2017, is between the CITY OF WOODLAKE, a municipal corporation and general law city organized and existing under the laws of the State of California (the "City"), and the WOODLAKE HOUSING AUTHORITY, a public, corporate instrumentality duly organized and existing under the laws of the State of California (the "Housing Authority").

B A C K G R O U N D :

1. The City and the Woodlake Redevelopment Agency (the "RDA") entered into a Joint Exercise of Powers Agreement dated August 1, 2007 (the "Original Agreement") creating the Woodlake Public Financing Authority (the "Authority") under Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act").

2. Pursuant to ABx1 26, passed by the Legislature of the State of California and signed by the Governor of the State of California in June 2011, and the California Supreme Court's decision in *California Redevelopment Assn. v. Matosantos*, all redevelopment agencies in California, including the RDA, were dissolved on February 1, 2012. The City Council elected to serve as Successor Agency to the RDA.

3. The City and the Housing Authority have agreed to enter into this Agreement, and to substitute the Housing Authority for the RDA as a member of the Authority, in order to resolve any uncertainty as to the status of the Authority, and to ensure its continued existence in the future after its current obligations have been satisfied.

A G R E E M E N T :

For and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1 have the meanings herein specified.

"Act" means Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended.

"Agreement" means this Amended and Restated Joint Exercise of Powers Agreement, as it may be further amended from time to time, creating the Authority.

"Authority" means the Woodlake Public Financing Authority created by the Original Agreement, and whose existence is continued under this Agreement.

"Board" means the governing board of the Authority.

“Bonds” means bonds and any other evidence of indebtedness of the Authority duly authorized and issued by the Authority.

“City” means City of Woodlake, a municipal corporation and general law city organized and existing under the laws of the State of California.

“Housing Authority” means the Woodlake Housing Authority, a public, corporate instrumentality duly organized and existing under the laws of the State of California.

“Member” or “Members” means the members of the Authority from time to time as may be modified in accordance with this Agreement. As of the date of this Agreement, the Members are the City and the Housing Authority.

“Original Agreement” means the Joint Exercise of Powers Agreement dated August 1, 2007, between the City and the RDA, which created the Authority.

Section 2. Purpose. This agreement is entered into under the Act for the purpose of assisting in the financing and refinancing of certain public programs and projects of the Members, and assisting in the financing and refinancing of public capital improvements, as defined in the Act, for the benefit of the Members by exercising the powers of the Authority described in Section 5 and conferred by the Act.

Section 3. Term. This Agreement supersedes the Original Agreement and takes effect as of the date hereof and continues in full force and effect until terminated by the Members, as evidenced by a resolution adopted by the governing board of each respective Member. However, in no event shall this Agreement terminate while any Bonds or other obligations of the Authority remain outstanding under the terms of any indenture, trust agreement, contract, agreement, lease, sublease or other instrument under which such Bonds are issued or other obligations are incurred.

The Authority shall cause all records regarding its formation, existence, any Bonds issued by it, obligations incurred by it and proceedings pertaining to its termination to be retained for at least six years following termination of the Authority or final payment of any Bonds, whichever is later.

Section 4. The Authority.

(a) Status of Authority. There is hereby continued under the Act an agency and public entity to be known as the “Woodlake Public Financing Authority.” As provided in the Act, the Authority is and will be a public entity separate from the Members. The debts, liabilities and obligations of the Authority do not and shall not constitute debts, liabilities or obligations of the Members.

Within 30 days after the effective date of this Agreement, and of any further amendment hereto in the future, the Authority will cause a notice of this Agreement or any future amendment to be prepared and filed with the office of the California Secretary of State in the manner set forth in Section 6503.5 of the Act.

(b) Governing Board. The Authority shall be administered by the Board whose members shall be, at all times, the members of the City Council of the City from time to time. The term of office as a member of the Board will terminate when such member of the Board ceases to be a

member of the City Council of the City; and the successor to such member of the City Council of the City will become a member of the Board upon assuming such office. Members of the Board will not receive any compensation for serving as such, but are entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board determines that such expenses will be reimbursed, and unencumbered funds are available for that purpose.

(c) Meetings of Board.

(i) Time and Place. The time and place for holding Board meetings shall be established, and may be changed at any time, by resolution of the Board. Initially, meetings shall be held as follows:

(1) The Board shall conduct regular meetings on the same date, at the same time and at the same location as the regular meetings of the City Council of the City. Such regular meetings may occur either during or after the regular meetings of the City Council, but may not commence earlier than the starting time for the regular meetings of the City Council. If the Secretary does not post an agenda for a regular meeting pursuant to Government Code Section 54954.21, then such failure to post shall be deemed to be a determination by the Chair that no items required discussion and, therefore, that the regular meeting has been cancelled, except as otherwise provided in Section 54954.2.

(2) The Board may hold special meetings at any time and from time to time in accordance with law.

(ii) Legal Notice. All meetings of the Board will be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California), or any successor legislation hereinafter enacted.

(iii) Minutes. The Board will cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the Members.

(iv) Quorum. A majority of the members of the Board constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

(d) Officers; Duties; Bonds. The Officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer.

(i) The Board shall elect a Chair and Vice-Chair from among the members of the Board, and shall appoint a Secretary who may, but need not, be a member of the Board. The officers shall perform the duties normal to their respective offices. The Chair shall sign all contracts on behalf of the Authority, and shall perform such other duties as may be imposed by the Board. The Vice Chair shall act, sign contracts, and perform all of the Chair's duties in the absence of the Chair. The Secretary shall perform such duties as may be imposed by the Board and cause a copy of this Agreement to be filed with the California Secretary of State pursuant to the Act. These officers shall have such additional powers and duties as may be determined by the Board from time to time by resolution.

(ii) Pursuant to Section 6505.6 of the Act, the Director of Finance of the City is hereby designated as the Treasurer of the Authority. The Treasurer shall be the depository, shall have the duties and obligations set forth in section 6505 and 6505.5 of the Act and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. Pursuant to section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds, and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

(iii) So long as required by Section 6505 and Section 6505.5 of the Act, the Treasurer shall prepare or cause to be prepared a special audit as required under Section 6505 of the Act every year during the term of this Agreement.

(iv) The City shall determine the charges, if any, to be made against the Authority for the services of the Treasurer.

(v) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

(vi) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents or employees of the Members when performing their respective functions within the territorial limits of their respective Member, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

(vii) None of the officers, agents or employees, if any, directly employed by the Authority shall be deemed, by reason of their employment by the Authority, to be employed by any Member or, by reason of their employment by the Authority, to be subject to any of the requirements of any Member.

Section 5. Powers. The Authority shall have the following powers: (a) all powers separately conferred upon joint exercise of powers authorities under California law, including without limitation the Act, and (b) any and all powers that are common powers of the Members. All such powers, whether separately conferred by law or common to the Members, are specified as powers of the Authority except any such powers that are specifically prohibited to the Authority by law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of the City.

The Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers. Notwithstanding the foregoing, the Authority has any additional powers conferred under the Act or under applicable law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2.

Section 6. Fiscal Year. Unless and until changed by resolution of the Board, the fiscal year of the Authority is the period from July 1 of each year to and including the following June 30.

Section 7. Disposition of Assets. Upon termination of this Agreement under Section 3, any surplus money in possession of the Authority or on deposit in any fund or account of the

Authority will be returned in proportion to any contributions made as required by Section 6512 of the Act. The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. After rescission or termination of this Agreement under Section 3, all property of the Authority, both real and personal, shall be distributed to the City, subject to Section 8.

Section 8. Contributions and Advances. Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance made in respect of a revenue-producing facility shall be made subject to repayment, and will be repaid, in the manner agreed upon by the respective Member making the contribution and the Authority as provided by 6512.1 of the Act. It is mutually understood and agreed that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either may do so. Any member may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority.

Section 9. Conflict of Interest Code. The Authority hereby adopts the conflict of interest code of the City as the conflict of interest code governing the Authority.

Section 10. Breach; Remedies. If any Member defaults in any covenant contained in this Agreement, such default will not excuse any other Member from fulfilling its obligations under this Agreement, and each other Member will continue to be liable for the payment of contributions and the performance of all conditions herein contained.

The Members hereby declare that this Agreement is entered into for the benefit of the Authority, and the Members hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the Members hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

Section 11. Notices. Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk or secretary of the governing body of each Member.

Section 12. Addition of Member.

(a) Any public agency may be added as a party to this Agreement, and become a Member, by filing with the Board a certified copy of a resolution of the governing body of such public agency whereby it agrees to the provisions of this Agreement and requests to become a Member. The Board may accept or reject any such proposal in its sole discretion, and if accepted, such public agency shall become a Member when (i) its admission is approved by a vote of a majority of the Board voting on the matter and (ii) such public agency deposits or agrees to deposit with the Authority an amount equal to such share of the costs and expenses incurred by the Authority prior to the date of admission of such public agency as a Member.

(b) Upon satisfaction of the provisions of subsection (a) above, such public agency shall be a Member for all purposes of this Agreement. The effectiveness of such membership shall not constitute an amendment or modification of this Agreement.

Section 13. Withdrawal or Exclusion of a Member.

(a) Any Member may withdraw from the Authority by filing with the Board a certified copy of a resolution of the governing body of the Member expressing its desire to so withdraw, whereupon the withdrawing Member shall no longer be considered a Member for any reason or purpose under this Agreement and its rights and obligations under this Agreement shall terminate.

Any Member that is dissolved or ceases to exist for any reason shall be deemed to have withdrawn from this Agreement as of the date of such Member's dissolution.

The withdrawal of a Member shall not affect any obligations of such Member under any contract between the withdrawing Member and the Authority.

(b) Any Member that has defaulted under a contract with the Authority may have its rights under this Agreement terminated and may be excluded from participating in the Authority by a vote of a majority of the members of the Board of Directors voting on the matter (excluding from voting the members of the Board of Directors, if any, representing the defaulting Member). Any excluded Member shall continue to be liable for its obligations under any contract with the Authority.

(c) No withdrawal from membership or exclusion from participation under this Section shall constitute an amendment or modification of this Agreement.

Section 14. Severability. If any part, term, or provision of this Agreement is 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 parts, terms or provisions hereof will not be affected thereby.

Section 15. Successors; Assignment. This Agreement is binding on and inures to the benefit of the successors of the Members. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the written consent of the other Members.

Section 16. Amendment. This Agreement may be amended at any time by supplemental agreement executed by all of the Members. However, any such supplemental agreement is subject to any restrictions contained in any documents related to outstanding Bonds or other obligations of the Authority.

Section 17. Waiver of Personal Liability. No member, officer or employee of the Authority or any Member is individually or personally liable for any Bonds or any claims, losses, damages, costs, injury and liability of every kind, nature and description arising from the actions of the Authority or the actions undertaken under this Agreement.

To the full extent permitted by law, the Board shall provide for indemnification by the Authority of any person who is or was a member of the Board, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a

member of the Board, or an officer, employee or other agent of the Authority to the extent permitted by law.

Section 18. Miscellaneous. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Where reference is made to duties to be performed for the Authority by a public official or employee, such duties may be performed by that person's duly authorized deputy or assistant. Where reference is made to actions to be taken by a Member, such action may be exercised through the officers, staff or employees of that Member in the manner provided by law.

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

This Agreement is the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

CITY OF WOODLAKE

Attest

By _____
City Clerk

By _____
City Administrator

WOODLAKE HOUSING AUTHORITY

By _____
Executive Director