

BYLAWS OF THE
JOINT TETON COUNTY – DRIGGS – TETONIA – VICTOR HOUSING AUTHORITY

ARTICLE I

NAME

The name of this organization, which has been jointly created by the governing boards of Teton County, Idaho, City of Driggs, City of Tetonía and City of Victor pursuant to Idaho Code 50-19 and 31-42, shall be the Joint Teton County-Driggs-Tetonía-Victor Housing Authority, hereafter referred to as “The Housing Authority”.

ARTICLE II

OFFICE OF THE HOUSING AUTHORITY

The principal office of The Housing Authority shall be located at Driggs City Hall in the City of Driggs, Teton County, State of Idaho.

ARTICLE III

OBJECT

The mission of The Housing Authority shall be to create and facilitate additional affordable housing opportunities for Teton County and the cities of Driggs, Tetonía and Victor by implementing the adopted Teton County Affordable Housing Strategic Plan and performing such other functions as are permitted by applicable Idaho state statutes, local ordinances and resolutions.

ARTICLE IV

BOARD OF COMMISSIONERS

1. **DESIGNATION.** The Housing Authority shall be managed by a Board of Commissioners, who shall each have one vote in the conduct of the affairs of The Housing Authority.
2. **NUMBER, TENURE AND VACANCY.** The number of Commissioners shall be five. All appointments following the initial appointments shall be for a term of five years. Upon a vacancy on The Housing Authority’s Board of Commissioners, any person interested in becoming a Commissioner shall submit his or her application for appointment to the City of Driggs Clerk. The application shall be reviewed and, if found to be timely and complete, submitted to the Council of Governments, representing Teton County and the three cities. Appointment shall be made per the applicable state statutes and procedures adopted by these jurisdictions. Any person appointed to fill a partial-term vacancy shall remain a Commissioner until the end of the term of the Commissioner he or she is succeeding.
3. **QUALIFICATIONS.** Qualifications for appointment to the Housing Authority Board of Commissioners shall be those adopted jointly by the cities of Driggs, Tetonía and Victor and Teton County, Idaho.
4. **REMOVAL.** A Commissioner may be removed at any time from The Housing Authority Board of Commissioners at the discretion of and agreement by at least three of the four governing boards of Teton County, Idaho, City of Driggs, City of Tetonía and City of Victor.
5. **NON-LIABILITY FOR DEBTS.** The private property of the Commissioners shall be exempt from execution or other liability for any debts of The Housing Authority, and no Commissioner shall be liable or responsible for the debts or liabilities of The Housing Authority. The Commissioners of the Housing Authority shall have no personal liability to the Housing Authority for monetary damages for breach of a fiduciary duty as a Commissioner. This provision shall not eliminate damages for a breach of the commissioner's duty of loyalty to the Housing Authority; any acts or omissions not in good faith or which

involve intentional misconduct or a knowing violation of law or any transaction from which the Commissioner derived an improper personal benefit.

6. INDEMNIFICATION OF COMMISSIONERS AND OFFICERS. To the extent permitted by law and as provided in the applicable insurance coverage, The Housing Authority shall indemnify any Commissioner, Officer, or former Commissioner or Officer of The Housing Authority, against expenses including attorney's fees actually and reasonably incurred by him/her in connection with the defense of any action, suit, or proceedings, civil, or for any loss or claim resulting from any such action, suit or proceeding, in which he/she is made a party by reason of being or having been a Commissioner or Officer; including any matter as to which he/she is adjudged in such action, suit, or proceeding to be liable for negligence in the performance of duty to The Housing Authority.

In the event of a settlement before or after action or suit, indemnification shall be provided only in connection with such matters covered by the settlement as to which the corporation is advised by counsel that the person to be indemnified did not commit such a breach of duty. A conviction or judgment (whether based on a plea of guilty or nolo contendere or its equivalent, or after trial) in a criminal action, suit or proceeding shall not be deemed an adjudication of liability for negligence or misconduct in the performance of his/her duty to the corporation if such commissioner or officer acted in good faith in what he/she considered to be the best interests of the corporation and with no reasonable cause to believe that the action was illegal. The foregoing right of indemnification shall inure to the benefit of the heirs, executors, administrators and personal representatives of each such commissioner or officer and shall be in addition to all other rights to which such commissioner or officer may be entitled as a matter of law. The Housing Authority is authorized to obtain a policy or policies of insurance for the purpose of providing such indemnification of the Commissioners and Officers of The Housing Authority.

7. COMPENSATION. No Commissioner shall receive any salary or compensation for his/her services nor shall any Commissioner, nor any person from whom The Housing Authority may receive any property or receive of The Housing Authority any pecuniary profit from the operations of The Housing Authority; provided however, any Commissioner may, from time to time, be reimbursed for his/her actual or reasonable expenses incurred in connection with the administration of the affairs of The Housing Authority. Approval of such expenses shall be made by The Housing Authority's Board of Commissioners.

8. CONFLICT OF INTEREST. Commissioners of The Housing Authority and Staff are subject to the applicable laws of the State of Idaho regarding, without limitation, fair hearing, conflict of interest, disclosure and disqualification including Ethics in Government Act (Idaho Code Section 59-701, *et seq.*), Prohibitions Against Contract With Officers Act (Idaho Code Section 59-201, *et seq.*), and the Bribery and Corrupt Influences Act (Idaho Code Section 18-1351, *et seq.*). A Commissioner must announce a conflict, and then dismiss himself or herself from the meeting room while an issue or item that presents a direct or indirect conflict of interest is being considered in Executive Session.

Subject to the Section 9 below, Commissioners and Authority Staff are not prohibited from engaging in outside activity related to housing and/or real estate. However, any such activity which could potentially result in a conflict of interest or have the appearance of conflict shall be publicly disclosed by the Commissioners or Authority Staff. The individual shall thereafter recuse himself or herself from any discussions or decisions in which said conflict is present. In cases where a potential conflict so disclosed is not direct, but peripheral, the other Commissioners shall determine whether sufficient reason exists to require recusal of the individual.

9. DUTY OF LOYALTY. Commissioners and Authority Staff are required to refrain from engaging in personal activities which would injure or take advantage of the Authority. They are also prohibited from

using their position of trust and confidence to further their private interests. Commissioners and Authority Staff should avoid even the appearance of a conflict of interest. Examples of prohibited conduct include: (1) realizing secret profits or unfair gain through personal transactions with or on behalf of the Authority; (2) competing with the Authority to its detriment; (3) usurping Authority opportunity; and (4) realizing personal gain from the use of Authority material or non-public information.

ARTICLE V

OFFICERS

1. **POSITIONS.** The Officers of The Housing Authority shall be a Chairperson, Vice Chairperson and Secretary, each of whom shall be elected by The Housing Authority's Board of Commissioners. Other officers and assistant officers may be elected or appointed by the Board of Commissioners of The Housing Authority. Any two or more offices may be held by the same person, except the office of Chairperson. The Commissioners may appoint an officer who is not a member of the board.

2. **ELECTION AND TERM OF OFFICE.** The Officers of The Housing Authority shall be elected annually by The Housing Authority's Board of Commissioners at the calendar year's first regular meeting of the Board. Each Officer shall hold office until his/her successor has been duly elected and shall have qualified. New offices may be created and filled at any meeting of the Board of Commissioners.

3. **REMOVAL.** Any Officer elected or appointed by The Housing Authority's Board of Commissioners, may be removed from his/her office by a majority vote of all the other Commissioners.

4. **VACANCIES.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled pursuant to the applicable statute.

ARTICLE VI

DUTIES OF OFFICERS

The duties of the Officers of the Board of Commissioners shall be as follows:

1. **CHAIRPERSON.** The Chairperson shall be the principal Executive Officer of The Housing Authority, and shall, in general, supervise and control all of the business and affairs of The Housing Authority. He/She shall preside at all meetings of the Board of Commissioners, and may sign, together with the Secretary or any other proper Officer of The Housing Authority authorized by the Board of Commissioners, any leases, deeds, mortgages, bonds, contracts, or other instruments which the Board of Commissioners has authorized to be executed. The signing and execution of these documents may also be expressly delegated by the Board or by these Bylaws or by statute to some other Officer or agent of The Housing Authority; and in general, he/she shall perform all duties incident to the Office of Chairperson and such other duties as may be prescribed by the Board of Commissioners from time to time.

2. **VICE CHAIRPERSON.** In the absence of the Chairperson or in event of the inability or refusal of the Chairperson to act, the Vice Chairperson shall perform the duties of the Chairperson, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairperson. The Vice Chairperson shall perform such other duties as from time to time may be assigned by the Chairperson or by the Board of Commissioners.

3. **SECRETARY.** The Secretary or Secretary's designee shall be responsible for the minutes of the meetings of the Board of Commissioners in one or more books provided for that purpose; shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; and shall, in general, perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned by the Chairperson or by the Board of Commissioners.

ARTICLE VII

MEETINGS

1. RULES

Meetings shall be administered in accordance with the Idaho Open Meetings Law, these Bylaws, other applicable statutes, and any special rules of order that The Housing Authority may adopt.

2. **REGULAR MEETINGS.** Regular Meetings of the Board of Commissioners shall be held on the 1st Wednesday of each month at a time to be established by the chair, at such time and place as designated by the Board of Commissioners.

3. **SPECIAL MEETINGS.** Special Meetings of Board of Commissioners may be called by the Chairperson, or a majority of the Commissioners, and it shall then be the duty of the Secretary to give notice to all Commissioners and to the public at least twenty-four (24) hours before such meeting. Special Meetings may be held at the principal location of The Housing Authority or at such other place as designated. Special Meetings may be held at any place within or outside Teton County, Idaho and if all the Commissioners consent to the holding of a Special Meeting. At such meeting any Housing Authority action may be taken.

4. **NOTICE OF MEETINGS.** At least five (5) business days prior to the date fixed by Section 1 of this Article for the holding of any Meeting of the Board of Commissioners, written notice of the time and place of such meeting shall be delivered either personally or by mail to each Commissioner entitled to vote at such meeting by the Secretary. In case of a Special Meeting or when required by statute or by these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Commissioner at his address as it appears on the records of The Housing Authority, with postage thereon prepaid or by electronic mail with return receipt to the email address on record with The Housing Authority.

5. **QUORUM.** Presence in person or by speakerphone of Commissioners representing a majority of the voting rights of The Housing Authority shall constitute a quorum at any meeting of the Board of Commissioners. If less than a quorum is present, the meeting may be adjourned without further notice.

6. **PROXIES.** At any meeting of the Board of Commissioners, a Commissioner may not vote by proxy, however, a vote may be taken by phone or email.

ARTICLE VIII

RECORDS

1. **MINUTES.** As required by Idaho Code 50-19 and 31-42, The Housing Authority shall file a copy of all approved minutes, within ten days of approval, with each of the Clerk's offices of Teton County, Idaho, City of Driggs, City of Tetonia and City of Victor.

2. **REPORTING.** As required by Idaho Code 50-19 and 31-42, The Housing Authority shall file reports, at least annually, with each of the Clerk's offices of Teton County, Idaho, City of Driggs, City of Tetonia and City of Victor, detailing its activities, recommendations for any legislation deemed necessary, along with copies of its financial reports, any claims and causes of action against The Housing Authority, and The Housing Authority's employee policy handbooks and any changes, modifications, or deletions to the handbooks.

ARTICLE IX

COMMITTEES

The Board of Commissioners shall have The Housing Authority to establish those **committees** which they feel are necessary to advise the Board of Commissioners on issues and projects of The Housing Authority.

ARTICLE X
CONTRACTS, LOANS, CHECKS AND GIFTS

1. **CONTRACTS.** The Board of Commissioners may authorize any officer or officers, agent or agents, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of The Housing Authority, and such authorization may be general or confined to specific instances.

2. **LOANS.** No loans shall be contracted on behalf of The Housing Authority and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Commissioners. Such authorization may be general or confined to specific instances.

3. **CHECKS, DRAFTS AND OTHER ORDERS.** All checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of The Housing Authority, shall be signed by such officer or officers, agent or agents of The Housing Authority and in such manner as shall from time to time be determined by resolution of the Board of Commissioners. In the absence of such determination by the Board of Commissioners, such instruments shall be signed by the Treasurer or a designee and countersigned by the Chairperson or their designee of The Housing Authority.

4. **GIFTS.** The Board of Commissioners may accept on behalf of The Housing Authority any contribution, gift, bequest or devise for any purpose of The Housing Authority.

5. **DEPOSITS.** All funds of The Housing Authority shall be deposited, from time to time, to the credit of The Housing Authority in such banks, trust companies or other depositories as the Commissioners may select. The Commissioners shall have conducted an audit of the books and records of The Housing Authority.

ARTICLE XI
AMENDMENTS

These Bylaws may be altered, amended, or repealed by the affirmative vote of two-thirds of the Board of Commissioners at any Special or Regular Meeting of the Board of Commissioners provided that the amendment has been submitted in writing at the previous Regular Meeting. Notwithstanding the foregoing, these Bylaws may not be altered, amended or repealed so as to be inconsistent with applicable law.

CERTIFICATE

I hereby certify that the foregoing Bylaws of the Joint Teton County – Driggs – Tetonia - Victor Housing Authority were adopted by the Commissioners of the Joint Teton County – Driggs – Tetonia - Victor Housing Authority on _____, 20____.

Chair, Board of Commissioners:
Joint Teton County-Driggs-Tetonia-Victor Housing Authority

_____/_____/_____

Attested by Secretary:

_____/_____/_____