



CaliforniaAffordableHousingAgency

NOTICE OF MEETING

Executive Committee of the Board of Directors of the California Affordable Housing Agency, which is a Joint Powers Agency consisting of various Housing Authorities located throughout California, including this Housing Authority, will hold a conference call meeting on:

August 14, 2023 at 10:00 a.m.

<https://us06web.zoom.us/j/5600363167?pwd=RmZTR0NabzcrY0ZYQlZyYUd6blpwZz09>

Meeting ID: 560 036 3167

Passcode: 293018

Phone Number:

1(720) 707-2699

PUBLIC IS WELCOME

Anyone interested may attend.

You may attend this meeting by Zoom video call or teleconference at the information above.

The Agenda for this meeting is posted next to or below this notice.



California Affordable Housing Agency

CERTIFICATION OF POSTING

The undersigned hereby acknowledges and declares that the attached Notice of Meeting and the Agenda for this meeting were duly posted in a location that was freely accessible to members of the public and at least seventy-two (72) hours before the time and date of the meeting.

DATE POSTED: _____
TIME POSTED: _____
LOCATION POSTED: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Dated: _____ Signed: _____

Print Name: _____

Print Title: _____

Print Name of Housing Authority: _____

Please **email** completed Certification to:

Tom Lewis at tom@lewislawca.com or fax to (209) 384-0003



California Affordable Housing Agency

AGENDA

**THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS
CALIFORNIA AFFORDABLE HOUSING AGENCY**

August 14, 2023

10:00am

**806 W. 19th Street
Merced, CA 95340
(209) 384-0001**

Zoom

<https://us06web.zoom.us/j/5600363167?pwd=RmZTR0NabzcrY0ZYQlZyYUd6blpwZz09>

Meeting ID: 560 036 3167

Passcode: 293018

Phone Number:

1(720) 707-2699

Executive Committee Member Locations

**2039 Forest Avenue Suite 10
Chico, California 95928**

**1612 Sisk Road
Modesto, California 95350**

**1402 D Street
Brawley, California 92227**

**1400 West Hillcrest Drive
Newbury Park, California 91302**

**815 W. Ocean Ave
Lompoc, CA 93436**

- I. CALL TO ORDER AND ROLL**
- II. DIRECTORS' AND/OR AGENCY ADDITIONS/DELETIONS TO THE AGENDA**

(M/S/C): ____ / ____ / ____

III. APPROVAL OF MEETING MINUTES

1. June 12, 2023

(M/S/C): ____ / ____ / ____

IV. UNSCHEDULED ORAL COMMUNICATIONS

NOTICE TO THE PUBLIC

At this time, any person(s) may comment on any item that is not on the Agenda. Please state your name and address for the record. Action will not be taken on an item that is not on the Agenda. If it requires action, it will be referred to Staff and/or placed on the next Agenda. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of five (5) minutes.

V. FINANCIAL REPORT OF ADMINISTRATOR

Financial Report – May 2023

VI. RESOLUTION, ACTION AND INFORMATION ITEMS

A. RESOLUTIONS:

RESOLUTION 2023-05

A RESOLUTION OF THE CALIFORNIA AFFORDABLE HOUSING AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR OR THEIR ASSIGNEE TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH THE ALTA CALIFORNIA REGIONAL CENTER REGARDING TRAINING AND CONSULTATION SERVICES AND FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ANY NECESSARY ACTIONS TO FINALIZE THE TERMS OF THE AGREEMENT

(M/S/C): ____ / ____ / ____

B. ACTION ITEMS:

None

C. INFORMATION/DISCUSSION ITEM(S)

1. Executive Director's Report
2. Current update on Trio Program;
3. Current update on prospective projects and financings;
4. Current update on member projects and administrative matters.

VII. CLOSED SESSION

None

VIII. DIRECTORS' COMMENTS

I X. SCHEDULING OF FUTURE EXECUTIVE BOARD MEETINGS

(The second Monday of the month): 10 am on September 11, 2023; October 9, 2023; November 13, 2023 and December 11, 2023.

X. ADJOURNMENT



California Affordable Housing Agency

MINUTES

THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS CALIFORNIA AFFORDABLE HOUSING AGENCY MEETING

June 12, 2023
10:00 a.m.

806 West 19th Street
Merced, CA

- I. The Board Meeting of the Executive Board of the California Affordable Housing Agency was called to order by Bob Havlicek at 10:03 a.m. The roll was taken and a quorum declared present. The following Executive Board Members were present for the meeting:

CalAHA Executive Board Members Present:

1. Bob Havlicek, Chairperson and Executive Director, Housing Authority of the County of Santa Barbara
2. Jim Kruse, Vice Chair and Executive Director, Stanislaus Regional Housing Authority
3. Kirk Mann, Secretary/Treasurer and Executive Director, Imperial Valley Housing Authority
4. Ed Mayer, Executive Director, Housing Authority of the County of Butte

Absent:

5. Michael Nigh, Executive Director, Housing Authority of the County of Ventura

Others Present:

6. Thomas E. Lewis, General Counsel
7. Nick Benjamin, Executive Director - CalAHA

806 West 19th Street, Merced, CA 95340
(209) 384-0001



8. Julie Wunderlich, Bond Counsel, Jones Hall
9. Kao Xiong, Law Office of Thomas E. Lewis
10. Patrick Howard, Evergreen Pacific Capital
11. Scott Collins, Executive Director, Housing Authority of the City of San Luis Obispo (Joined at 10:20 am)

II. Directors' and/or Agency Additions/Deletions to the Agenda:

(M/S/C): E. Mayer/K. Mann -Motion to approve
Approved: 4-0-1

III. Approval of the Minutes:

1. Minutes of March 13, 2023

(M/S/C): E. Mayer/J. Kruse-Motion to approve
Approved: 4-0-1

2. Minutes of April 17, 2023

(M/S/C): J. Kruse/E. Mayer-Motion to approve
Approved: 4-0-1

IV. Unscheduled Oral Communication:

Ed Mayer acknowledged how successful the Annual Retreat was in April with the attendance and turnout. Jim Kruse asked if the new members were from the Annual Retreat. Tom Lewis confirmed that San Luis Obispo and Santa Paula have agreed to become members after the retreat and there may be a third member from Humboldt.

Mr. Mayer also acknowledged Tom Lewis and Patrick Howard for representing CalAHA at the PSWRC-NAHRO Conference in Anaheim in May. Mr. Lewis indicated that the conference went well with a lot of interactions from other agencies and housing authorities. He interacted with the City of Livermore, Monterey and Oakland Housing Authorities who expressed interests in joining. Mr. Howard met with the NAHRO CEO, Mark Fields, and Helene Shneider, who also showed interest in CalAHA. Mr. Havlicek indicated that Helene Shneider was a former mayor and interagency council who knows housing very well. There may be some great benefits to continue interacting and meeting with her. Mr. Lewis indicated that Mark Thiele is interested in attending our annual retreat next year. Maybe CalAHA can invite Mr. Thiele to be a representer. Mr. Havlicek indicated that we should invite Helene Shneider as well.

V. FINANCIAL REPORT OF ADMINISTRATOR:

Mr. Benjamin indicated that the agency has over 1.7M in available cash. Even with the retreat, expenditures are down. Mr. Mayer asked if the financials reflect Court of Fountains sale. Mr. Lewis indicated that Court of Fountains closed in November 2022. The accountant has not been tracking the Court of Fountain costs that Mr. Lewis' office sends monthly. When the income was deposited into our account, the accountant contacted Mr. Lewis to get the account updated. Mr. Lewis also indicated that CalAHA has been receiving interest at the bank up to \$15,000 per month.

Mr. Mayer made a motion to accept financials.

(M/S/C): E. Mayer/K. Mann-Motion to approve
Approved: 4-0-1

VI. RESOLUTION, ACTION AND INFORMATION/DISCUSSION ITEMS:

A. RESOLUTION ITEMS:

RESOLUTION 2023-02

A RESOLUTION OF THE CALIFORNIA AFFORDABLE HOUSING AGENCY SETTING FORTH THE AGENCY'S OFFICIAL INTENT TO ISSUE REVENUE BONDS TO FINANCE A PROJECT FOR A LIMITED PARTNERSHIP OR ANOTHER ENTITY TO BE CREATED BY THE STANISLAUS REGIONAL HOUSING AUTHORITY (OR AN AFFILIATE) AND RELATED ACTIONS

Mr. Kruse asked if he should abstain from the resolution. Mr. Lewis confirmed that he can but does not have to because he has no financial interest, only his agency.

Mr. Lewis indicated that this is Phase II of the 1612 Sisk Road project with Stanislaus Regional Housing Agency. The second half comprises of 150 units of workforce housing. Due to the increase cost during covid, CalAHA had to change how we finance. We're looking at tax credit and need an inducement resolution.

(M/S/C): E. Mayer/K. Mann-Motion to approve
Approved: 2-1-2

RESOLUTION 2023-03

A RESOLUTION OF THE CALIFORNIA AFFORDABLE HOUSING AGENCY APPROVING THE HOUSING AUTHORITY OF THE CITY OF SANTA PAULA AS A FULL VOTING AND PARTICIPATING MEMBER OF THE CALIFORNIA AFFORDABLE HOUSING AGENCY

Mr. Lewis indicated that this resolution is contingent on their board passing their resolution on Thursday night. Mr. Lewis will be attending their board meeting to talk about the CalAHA.

(M/S/C): K. Mann/J. Kruse -Motion to approve
Approved: 4-0-1

RESOLUTION 2023-04

A RESOLUTION OF THE CALIFORNIA AFFORDABLE HOUSING AGENCY APPROVING THE HOUSING AUTHORITY OF THE CITY OF SAN LUIS OBISPO AS A FULL VOTING AND PARTICIPATING MEMBER OF THE CALIFORNIA AFFORDABLE HOUSING AGENCY

(M/S/C): E. Mayer/J. Kruse -Motion to approve
Approved: 4-0-1

B. ACTION ITEMS:

None.

C. INFORMATION/DISCUSSION ITEMS.

1. Executive Director's Report – Mr. Benjamin indicated that Dawson Holdings didn't go well on their first round of applications because they submitted under Capital Region instead of Rural Region category. Previously, USDA would approve proposed conversion but USDA did not approve for this project.

Mr. Benjamin connected with Cheryl Churchill, Executive Director of Humboldt and Eureka Housing Authority, and provided her with the by-laws for review. Mr. Benjamin spoke with Ms. Churchill and she's very interested in joining and reaping the benefits of the JPA. Mr. Lewis indicated that he

connected with the new executive director for Livermore Housing Authority. She has only been there for 8 months. Mr. Lewis will offer the executive committee's contacts in case she has any questions. She is also very interested in joining.

2. Current update on Trio Program: Mr. Howard indicated there is nothing new to update. the convertible lease is starting to get some traction. Mr. Howard is still working with Mr. Kruse and his agency on the 2 homes at Edwards Estates. Mr. Howard has been working on some work regarding financing and structures and will present at a future meeting.
3. Current update on prospective projects and financings: Mr. Benjamin indicated that Mr. Lewis is working on a lease for Rumble Road project with Aspen and Stan Regional. Mr. Lewis indicated that the project is a triple net lease. Mr. Kruse indicated that the triple net lease is a great way to fund a project, but there are risk factors involved. Mr. Kruse would like to be able to refinance the project and pay off Aspen. Mr. Kruse indicated that before the project moves forward to the City, he would like to get some protection first. This will put pressure on Aspen to finalize the lease. Mr. Benjamin requested a conference call with Mr. Kruse, Mr. Havlicek and Harry Richard to discuss further.
4. Current update on member projects and administrative matters: None.

VIII. CLOSED SESSION:

None.

IX. DIRECTORS' COMMENTS:

Mr. Mayer indicated that he and Mr. Havlicek are discussing issues of housing authorities being able to set various utility allowances depending on units.

Mr. Havlicek indicated that he and Mr. Kruse sat on the HARRP board and one of the subjects was insurance and what a big issue it is and how expensive it can be. Mr. Kruse talked about going to his assemblyman because agencies are highly encouraged to help the homeless population in their area but they are a hard population to work with. Mr. Kruse will bring this up to the senator.

Mr. Mann indicated that this year was his first year attending the retreat and he learned a lot from it. Mr. Lewis indicated that he was initially hesitant about adding the zoom event, but the feedback afterward was great for the members who couldn't attend in person.

Mr. Havlicek requests that Kao send out board meeting zoom invites for the whole year so they can have it on their calendar.

X. SCHEDULING OF FUTURE EXECUTIVE BOARD MEETINGS:

(The second Monday of the month):

July 10, 2023; August 14, 2023; September 11, 2023; October 9, 2023; November 13, 2023; December 11, 2023

XI. ADJOURNMENT:

Meeting adjourned @ 11:00 am.

(M/S/C): E. Mayer/K. Mann - Motion to approve
Approved: 4-0-1

Secretary

Date

CALIFORNIA AFFORDABLE HOUSING AGENCY JPA
COMPILED FINANCIAL STATEMENTS
MAY 2023

Grey B. Roberts & Co.
2824 Park Avenue, Suite B
Merced, CA 95348

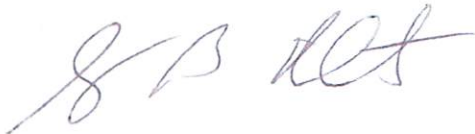
GREY B. ROBERTS & CO.
CERTIFIED PUBLIC ACCOUNTANTS
2824 PARK AVENUE, SUITE B
MERCED, CALIFORNIA 95348
TELEPHONE (209) 383-2442
FAX (209) 383-3583

Board of Directors
California Affordable Housing Agency JPA

We have compiled the accompanying cash basis statement of net assets of the general fund of California Affordable Housing Agency JPA as of May 31, 2023, and the related cash basis statement of activities for the five months ended in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all the disclosures and the Statement of Cash Flows required by generally accepted accounting principles. If the omitted disclosures and statements were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.



June 22, 2023

California Affordable Housing Agency
Balance Sheet
As of May 31, 2023

	May 31, 23
ASSETS	
Current Assets	
Checking/Savings	
Cash	42,000.00
Mechanics Bank Checking	38,960.54
Mechanics Money Market	1,547,140.07
F & M Bank - Checking	2,890.82
F & M Bank - Money Market	92,950.57
Total Checking/Savings	1,723,942.00
Other Current Assets	
Accounts Receivable	
Housing Assistance Receivable	16,768.00
Ben Harvy Investments, LLC	50,097.33
A/R Court of Fountains	101,263.70
Accounts Receivable - Other	2,663.84
Total Accounts Receivable	170,792.87
Intercompany Due To	13,436.17
Prepaid Insurance	6,810.36
Tenant Security Deposits	21,035.00
Mortgage Escrow Deposits	-854.29
Other Reserves	437,903.59
Total Other Current Assets	649,123.70
Total Current Assets	2,373,065.70
Fixed Assets	
Other Reserves court of Fountai	721,961.92
Land Olive Tree Apartments	110,000.00
Buildings and Improvements	1,333,018.03
Depreciation Building and Improvements	-381,594.00
Total Fixed Assets	1,783,385.95
Other Assets	
AHA Organizational Costs	21,902.48
Accum Amort of Costs	-21,902.48
Bond and loan fees	173,999.52
Accumulated amortizations	-37,539.52
Total Other Assets	136,460.00
TOTAL ASSETS	4,292,911.65

See accountants' report and notes to financial statements

California Affordable Housing Agency

Balance Sheet

As of May 31, 2023

	May 31, 23
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	39,981.82
Total Accounts Payable	39,981.82
Other Current Liabilities	
Accrued Interest	27,324.00
Deposit	154,900.00
Direct Deposit Liabilities	50,000.00
Tenant Security Deposits (L)	12,057.00
Series 2004A Bonds	20,000.00
U. S. Dept of Ag Note Payable	1,299.00
Series 2009A Bonds	-8,333.34
LT Portion of Bonds Payable	760,684.00
Current Portion of Notes Pay	215,280.00
LT Portion of Notes Payable	980,447.00
Bonds payable Court of Fountain	721,962.03
Issuer Holding Acct	296,884.00
Total Other Current Liabilities	3,232,503.69
Total Current Liabilities	3,272,485.51
Total Liabilities	3,272,485.51
Equity	
Change in Net Assets	-45,285.00
Unrestricted Net Assets	-819,602.00
Restricted Net Assets	776,639.00
Owner Contributions	175,000.00
Fund Balance	1,137,315.45
Net Income	-203,641.31
Total Equity	1,020,426.14
TOTAL LIABILITIES & EQUITY	4,292,911.65

See accountants' report and notes to financial statements

California Affordable Housing Agency

Profit & Loss

January through May 2023

	<u>Jan - May 23</u>
Ordinary Income/Expense	
Expense	
Administrative Expenses	2,250.00
Bank fees/wires	551.19
Insurance Expense	-309.00
Accounting & Auditing Fee	4,048.00
Legal Expense	108,533.75
Training & Travel	865.10
Contract Costs	70,000.00
Office Rent	4,000.00
Website & Internet Expenses	688.60
Annual Retreat/Conference	30,509.14
Dues & Memberships	1,575.00
Total Expense	<u>222,711.78</u>
Net Ordinary Income	-222,711.78
Other Income/Expense	
Other Income	
Interest Income	<u>19,070.47</u>
Total Other Income	19,070.47
Net Other Income	19,070.47
Net Income	<u><u>-203,641.31</u></u>

See accountants' report and notes to financial statements



California Affordable Housing Agency

MEMORANDUM

August 14, 2023

TO: CalAHA Executive Committee

FROM: Nick Benjamin, Executive Director

SUBJECT: Consideration of Approval of Cooperation/Consulting Agreement between the California Affordable Housing Agency and California Association of Regional Center Agencies (ARCA) representing 21 regional centers statewide supporting the needs of disabled individuals and their families throughout the State of California.

During a community meeting, Yolo County Housing Authority Executive Director, Ian Evans, referred a local service provider (Alta Regional Service Center, John Decker, Director) to CalAHA to assist the regional centers by way of their statewide organization known as the Association of Regional Center Agencies-ARCA with their training needs in the area of housing authorities and affordable housing. The regional centers exist in 21 localities throughout California servicing disabled individuals and their families (see the attached regional center locations list). From that beginning, ZOOM calls followed and it became clear that CalAHA could meet the training needs of the respective regional centers throughout California (please see attached training expectations provided by Mr. Decker). In representing the ARCA, Mr. Decker indicated that the California State Department of Disabled Services (the funding arm for regional centers) had recently set aside funds (\$400,000 for training plus a \$37,000 travel budget) with the goal in mind of training each respective regional center in the basic components of affordable housing development and assisting the centers in forming relationships with local housing authorities in their area.

As a Joint Powers Agency (JPA) formed under housing authority statutes and serving only housing authorities, CalAHA is uniquely qualified and positioned

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(209) 384-0001



to assist ARCA in advancing training to their members while forming and strengthening relationships with housing authorities in their service area. This collaboration will serve a worthy constituency while possibly provided needed gap monies to respective housing authority projects. Agency Legal Counsel, Tom Lewis, has reviewed the contract template (please see attached) and provided recommendations for revisions to Mr. Decker and his staff.

In addition to serving disabled service providers statewide and the provision of potential gap funds for project development, this training opportunity will generate \$400,000 in new revenue for the agency over the agreement term.

The proposed agreement provides for CalAHA to bill the Alta California Regional Center (ACRC) at the rate of two hundred fifty dollars (\$250) per hour up to a maximum of 1600 hours over the life of the two-year agreement. Travel expenses and other related costs will be paid out of a \$37,000 fund ACRC has available for that purpose.

We believe this Agreement and collaboration with the 21 regional centers will provide CalAHA members the opportunity to collaborate and work with the regional centers on newly acquired and exiting housing projects in their jurisdiction as well as providing annual income to CalAHA.

RECOMMENDATION: The Executive Director recommends Executive Committee approval of the cooperation/consulting agreement with ARCA to train regional centers statewide in affordable housing.

REGIONAL CENTERS

Regional Center

Address

- | | |
|--|---|
| 1. Alta California Regional Center | 2241 Harvard Street, Suite 100
Sacramento, CA 95815 |
| 2. Central Valley Regional Center | 4615 North Marty
Fresno, CA 93722-4186 |
| 3. Eastern Los Angeles Regional Center | 1000 South Fremont Avenue
Alhambra, CA 91803 |
| 4. Far Northern Regional Center | 1900 Churn Creek Road, #114
Redding, CA 96002 |
| 5. Frank D. Lanterman Regional Center | 3303 Wilshire Boulevard, Suite
700 Los Angeles, CA 90010 |
| 6. Golden Gate Regional Center | 1355 Market Street, Suite 220
San Francisco, CA 94103 |
| 7. Harbor Regional Center | 21231 Hawthorne Boulevard
Torrance, CA 90503 |
| 8. Inland Regional Center | 1365 S. Waterman Avenue
San Bernardino, CA 92408 |
| 9. Kern Regional Center | 3200 North Sillect Avenue
Bakersfield, CA 93308 |
| 10. North Bay Regional Center | 610 Airpark Road
Napa, CA 94558 |
| 11. North Los Angeles County Regional Center | 9200 Oakdale Avenue, Suite 100
Chatsworth, CA 91311 |
| 12. Redwood Coast Regional Center | 1116 Airport Park Boulevard
Ukiah, CA 95482 |
| 13. Regional Center of the East Bay | 500 Davis Street, Suite 100
San Leandro, CA 94577 |
| 14. Regional Center of Orange County | 1525 North Tustin Avenue
Santa Ana, CA 92705 |
| 15. San Andreas Regional Center | 6203 San Ignacio Avenue
San Jose, CA 95119 |

- | | |
|---|--|
| 16. San Diego Regional Center | 4355 Ruffin Road, Suite 200
San Diego, CA 92123-1648 |
| 17. San Gabriel/Pomona Regional Center | 75 Rancho Camino Drive
Pomona, CA 91766 |
| 18. South Central Los Angeles Regional Center | 2500 S. Western Avenue
Los Angeles, CA 90018 |
| 19. Tri Counties Regional Center | 520 East Montecito Street
Santa Barbara, CA 93103-3278 |
| 20. Valley Mountain Regional Center | 702 North Aurora Street
Stockton, CA 95202 |
| 21. Westside Regional Center | 5901 Green Valley Circle, Ste 320
Culver City, CA 90230 |

REGIONAL CENTERS SERVICE AREAS

1. Alta California Regional Center

Alpine, Colusa, El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, and Yuba counties

2. Central Valley Regional Center

Fresno, Kings, Madera, Mariposa, Merced, and Tulare counties

3. Eastern Los Angeles Regional Center

The health districts of Alhambra, East Los Angeles, Northeast, and Whittier within the county of Los Angeles

4. Far Northern Regional Center

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama, and Trinity counties

5. Frank D. Lanterman Regional Center

The health districts of Central, Glendale, Hollywood-Wilshire, and Pasadena within the county of Los Angeles

6. Golden Gate Regional Center

Marin, San Francisco, and San Mateo counties

7. Harbor Regional Center

The health districts of Bellflower, Harbor, Long Beach, and Torrance within the city of Los Angeles

8. Inland Regional Center

Riverside and San Bernardino counties

9. Kern Regional Center

Inyo, Kern, and Mono counties

10. North Bay Regional Center

Napa, Solano, and Sonoma counties

11. North Los Angeles County Regional Center

The health districts of East Valley, San Fernando, and West Valley within the city of Los Angeles

12. Redwood Coast Regional Center

Del Norte, Humboldt, Mendocino and Lake counties

13. Regional Center of the East Bay

Alameda and Contra Costa counties

14. Regional Center of Orange County

Orange County

15. San Andreas Regional Center

Monterey, San Benito, Santa Clara, and Santa Cruz counties

16. San Diego Regional Center

Imperial and San Diego counties

17. San Gabriel/Pomona Regional Center

The cities of El Monte, Monrovia, Pomona, and Glendora within the county of Los Angeles

18. South Central Los Angeles Regional Center

The health districts of Compton, San Antonio, South, Southeast, and Southwest within the county of Los Angeles

19. Tri Counties Regional Center

San Luis Obispo, Santa Barbara, and Ventura counties

20. Valley Mountain Regional Center

Amador, Calaveras, San Joaquin, Stanislaus, and Tuolumne counties

21. Westside Regional Center

The health districts of Inglewood and Santa Monica-West within the county of Los Angeles

INDEPENDENT CONTRACTOR AGREEMENT

Between
ALTA CALIFORNIA REGIONAL CENTER
&
Contractor

EXHIBIT A

SCOPE OF WORK:

The Contractor will provide the following services (collectively, the "Services"):

Conduct statewide training and consultation for the multifamily housing model to assist all 21 Regional Centers in the development of both CPP/CRDP and non-DDS funded projects.

As a Consultant responsible for conducting statewide training and consultation for the multifamily housing model to Regional Center staff, your job duties may include:

Program Development: Collaborate with Regional Centers to develop and enhance their efforts to increase the statewide utilization of the multifamily housing model for individuals with developmental disabilities. This may involve aiding in creating regional center policies, guidelines, and procedures.

Training Design and Delivery: Design and deliver training programs tailored to the needs of Regional Center staff. Develop training materials, curriculum, and presentations to educate professionals on the multifamily housing model, including its benefits, implementation strategies, and best practices. This will include at minimum one hour of training per quarter (8 total trainings during contract period) at the ARCA Statewide Housing Committee meetings.

Consultation Services: Provide consultation services to Regional Center staff, offering guidance and support in implementing the multifamily housing model. This may involve assisting in assessing proposed housing developments for regional center letters of support, Housing and Community Development SuperNOFA and DDS GAP funding applications.

Collaboration and Networking: Foster collaborative relationships with housing professionals, financing agencies, and regional centers. Advise the regional centers on engaging with community housing stakeholders to gather support for multifamily housing developments.

Documentation and Reporting: Maintain accurate records of training sessions, consultations, and other activities to support billing.

Regional Center Work Plans: Provide sufficient individual and group technical support so that each Regional Center will be able to submit an approvable request for DDS GAP Funding.

INDEPENDENT CONTRACTOR AGREEMENT

Between
ALTA CALIFORNIA REGIONAL CENTER
&
California Affordable Housing Agency

This Agreement is entered into as of the 1st day of July 2023, between Alta California REGIONAL CENTER ("ACRC") and Contractor, California Affordable Housing Agency, a joint exercise of powers local government agency, ("the Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, ACRC hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Duties. The Contractor's duties shall be set forth in Exhibit A. The Contractor will provide at the Contractor's own expense, any and all tools, equipment, supplies, and any other items necessary to deliver the services in accordance with the agreement. It is understood by the parties that the Contractor agrees to perform the duties outlined in Exhibit A to the extent permitted under the term and compensation provisions of this Agreement.
3. Term. The term of the engagement shall be through June 30, 2025. This Agreement may only be extended thereafter by mutual agreement.
4. Payment. ACRC agrees to pay contractor \$250.00 per hour for the services to be provided by Contractor during the term of this Agreement as stipulated in Exhibit A, attached and made a part of this agreement. Such payments shall be paid to Contractor based on invoices from the Contractor and approved by ACRC. Invoices shall include dates and hours worked and any appropriate supporting documentation. Payment of invoices shall be paid within 30 days after receipt of invoice and any adequate supporting documents by ACRC.
5. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the ACRC; and the Contractor hereby assigns all right, title, and interest in the same to the ACRC. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by it in rendering duties to the ACRC are hereby licensed to the ACRC for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the ACRC to a wholly owned subsidiary of the ACRC.
6. Confidentiality. The Contractor acknowledges that during the engagement it will have access to and become acquainted with various business secrets, innovations, processes, information, records and specifications owned or licensed by ACRC and/or used by ACRC or its Board in connection with the operation of its business including, without limitation, the ACRC's business and product processes, methods, consumers, accounts and procedures. The Contractor agrees that he will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the ACRC or as required by an order of any state or federal court or as may be required pursuant to a request for public records pursuant to a valid request for records pursuant to state or federal laws. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the ACRC, whether prepared by the Contractor or otherwise coming into its possession, shall remain the exclusive property of the ACRC.

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The Contractor shall not retain any copies of the foregoing without the ACRC's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the ACRC, the Contractor shall immediately deliver to the ACRC all such files, records, documents, specifications, information, and other items in **its** possession or under **its** control. The Contractor further agrees that **it** will not disclose **its** retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the ACRC and shall at all times preserve the confidential nature of **its** relationship to the ACRC and of the services hereunder.

7. Conflicts of Interest; Non-hire Provision. The Contractor represents that **it** is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering **its** duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which **it** does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of **its** productive time, energy and abilities to the performance of **its** duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while or after performing services for the ACRC.
8. Termination. The ACRC or Contractor may terminate this Agreement at any time without cause with 20 days' written notice to the other party. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives from the ACRC, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the ACRC at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor. However, if ACRC terminates this Agreement due to Contractor's breach, ACRC may offset losses it has incurred due to Contractor's breach against funds otherwise owed to Contractor.
9. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the ACRC for any purpose. The Contractor is and will remain an independent contractor in **its** relationship to the ACRC, except in regards to coverage under the ACRC's professional liability insurance. The ACRC shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the ACRC hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind, except in regards to the professional liability coverage.
10. Contractor's Indemnity. Contractor agrees to indemnify, defend, and hold harmless ACRC, DDS the State of California and their respective officers, agent, and employees (collectively, the "ACRC Indemnitees") from every claim or demand made by reason of:

- (a) Any personal injury or property damage sustained by any person, or entity, caused by or resulting from any act, neglect, default, or omissions of Contractor or of any person, or entity performing any services in connection with this Agreement on behalf of Contractor; and
- (b) Claims under workers' compensation laws or other employee benefit laws by Contractor's agents or employees; and

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- (c) Contractor's failure to fulfill its obligations under this Agreement in strict accordance with its terms, including Contractor's breach of any representations or covenants given in this Agreement; and
- (d) A violation of any local, state, or federal law, regulation or code by Contractor or by any of Contractor's employees, agents, consultants, or subcontractors in connection with the conduct of their activities performed in connection with this Agreement.

Contractor, at its own expense and risk, shall defend any action, legal proceeding, arbitration, or other mediation proceeding, that may be brought against the ACRC Indemnitees or any of them on any such claim or demand as set forth above. Contractor shall defend such matter by counsel reasonably satisfactory to ACRC. The ACRC Indemnitees need not have first paid any such claim in order to be so indemnified. Contractor shall also pay and satisfy any settlement, or any judgment which may be rendered against the ACRC Indemnitees or any of them arising from any injuries described in this Section including, but not limited to, those claims and demands resulting from the negligence of the ACRC Indemnitees or any of them; provided, however, Contractor shall have no duty to indemnify any particular ACRC Indemnitee for those injuries caused to Contractor or a third party by the gross negligence of such ACRC Indemnitee.

11. ACRC's Indemnity. ACRC agrees to indemnify, defend, and hold harmless Contractor and its respective officers and employees (collectively, the "Contractor Indemnitees") from every claim or demand made by reason of:
- (a) Any personal injury or property damage sustained by any person, or entity, caused by or resulting from any gross negligence of ACRC or of any person, or entity performing any services in connection with this Agreement on behalf of ACRC; and
 - (b) ACRC's failure to fulfill its obligations under this Agreement in strict accordance with its terms, including ACRC's breach of any representations or covenants given in this Agreement; and
 - (c) A violation of any local, state, or federal law, regulation or code by ACRC or by any of ACRC's employees, agents, consultants, or subcontractors in connection with the conduct of their activities performed in connection with this Agreement.

ACRC at its own expense and risk, shall defend any action, legal proceeding, arbitration, or other mediation proceeding, that may be brought against Contractor Indemnitees or any of them on any such claim or demand as set forth above. ACRC shall defend such matter by counsel reasonably satisfactory to Contractor. Contractor Indemnitees need not have first paid any such claim in order to be so indemnified. ACRC shall also pay and satisfy any settlement, or any judgment which may be rendered against Contractor Indemnitees or any of them arising from any injuries described in this Section; provided, however, ACRC shall only have a duty to indemnify any particular Contractor Indemnitee for those injuries caused to Contractor or a third party by the gross negligence of ACRC or its officers, agents, or employees.

12. Survival. The indemnities set forth in this Section shall apply during the term of this Agreement and shall also survive the expiration, rescission, or termination of this Agreement, until such time as action against the ACRC Indemnitees and Contractor Indemnitees on account of any matter covered by each such indemnity is barred by the applicable statute of limitations.

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13. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
14. Choice of Law. The laws of the state of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
15. Arbitration. It is the strong desire of the parties to this Agreement to settle between them any disagreements or disputes. However, if this is not possible based on good faith efforts by the parties, any unresolved controversies arising out of the terms of this Agreement or its interpretation shall be settled in Arbitration in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
16. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
18. Assignment. The Contractor shall not assign any of **its** rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of ACRC.
19. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor: Contractor
California Affordable Housing Agency
806 West 19th Street
Merced, CA 95340
ATTN: Thomas E. Lewis

If to ACRC: Alta California Regional Center
ATTN: Iqbal Ahmad, Chief Operating Officer
2144 Harvard Street, Suite 100
Sacramento, CA 95815

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Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

20. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
21. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
22. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

REGIONAL CENTER:

ALTA CALIFORNIA REGIONAL CENTER,
INC., a California nonprofit public benefit
corporation

By: _____
Iqbal Ahmad, Chief Operating Officer

CONTRACTOR:

By: California Affordable Housing Agency

Name: Nick Benjamin

Title: Executive Director

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EXHIBIT A

SCOPE OF WORK:

The Contractor will provide the following services (collectively, the "Services"):

Conduct statewide training and consultation for the multifamily housing model to assist all 21 Regional Centers in the development of both CPP/CRDP and non-DDS funded projects.

As a Consultant responsible for conducting statewide training and consultation for the multifamily housing model to Regional Center staff, your job duties may include:

Program Development: Collaborate with Regional Centers to develop and enhance their efforts to increase the statewide utilization of the multifamily housing model for individuals with developmental disabilities. This may involve aiding in creating regional center policies, guidelines, and procedures.

Training Design and Delivery: Design and deliver training programs tailored to the needs of Regional Center staff. Develop training materials, curriculum, and presentations to educate professionals on the multifamily housing model, including its benefits, implementation strategies, and best practices. This will include at minimum one hour of training per quarter (8 total trainings during contract period) at the ARCA Statewide Housing Committee meetings.

Consultation Services: Provide consultation services to Regional Center staff, offering guidance and support in implementing the multifamily housing model. This may involve assisting in assessing proposed housing developments for regional center letters of support, Housing and Community Development SuperNOFA and DDS GAP funding applications.

Collaboration and Networking: Foster collaborative relationships with housing professionals, financing agencies, and regional centers. Advise the regional centers on engaging with community housing stakeholders to gather support for multifamily housing developments.

Documentation and Reporting: Maintain accurate records of training sessions, consultations, and other activities to support billing.

Regional Center Work Plans: Provide sufficient individual and group technical support so that each Regional Center will be able to submit an approvable request for DDS GAP Funding.

RESOLUTION NO. 2023-05

A RESOLUTION OF THE CALIFORNIA AFFORDABLE HOUSING AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR OR THEIR ASSIGNEE TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH THE ALTA CALIFORNIA REGIONAL CENTER REGARDING TRAINING AND CONSULTATION SERVICES AND FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ANY NECESSARY ACTIONS TO FINALIZE THE TERMS OF THE AGREEMENT

WHEREAS, the California Affordable Housing Agency (the “Agency”) is a joint exercise of powers agency consisting of nineteen California housing authorities located throughout California; and

WHEREAS, the Agency is authorized to enter into agreements from providing consulting and training services related to housing authorities, housing project acquisition and development; and

WHEREAS, Alta California Regional Center (ACRC) has proposed to enter into an Independent Contractor Agreement for training and consulting services (Agreement) for the Regional Centers throughout California; and

WHEREAS, CalAHA is willing and able to provide this training and consulting services as set forth in the proposed Agreement.

NOW THEREFORE, BE IT RESOLVED as follows:

1. The Agency finds and declares that the above recitals are true and correct and incorporated herein;
2. The Executive Committee does hereby authorize its Executive Director or their assignee to enter into an Independent Contractor Agreement with Alta California Regional Center, a nonprofit public benefit corporation, for training and consulting services and to negotiate on behalf of this Agency and any and all terms and conditions in said Agreement in the best interest of the Agency and to sign and execute the Agreement (dated as of July 1, 2023) and any related documents.
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED ON THE 14th DAY OF AUGUST, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair, Board of Directors
California Affordable Housing

Agency

Attest:

Secretary
California affordable Housing Agency