REGIONAL HOUSING AUTHORITY

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Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

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June 8, 2021

TO: Chairperson Kent Boes Vice-Chairperson Randy Fletcher Commissioner Tony Kurlan Commissioner Dan Miller Commissioner Sue Hoek **Commissioner Denise Conrado** Commissioner Jeramy Chapdelaine Commissioner Bob Woten Commissioner Suzanne Gallaty **Commissioner Shon Harris Commissioner Nicholas Micheli** Commissioner Doug Lofton Commissioner John Loudon Commissioner Manny Cardoza Legal Counsel Brant Bordsen

Sutter County Board of Supervisors Nevada County Board of Supervisors Yuba County Board of Supervisors Colusa County Board of Supervisors City Council, Live Oak City Council, Yuba City City Council, Colusa Duane Oliveira, General Counsel Emeritus Appeal-Democrat PEU Local #1 Judy Sanchez, City of Yuba City The Union

NOTICE OF REGULAR MEETING

June 16, 2021

You are hereby notified that the Commissioners of the Regional Housing Authority are called to meet in Regular Session at 11:00 AM on Wednesday, June 16, 2021, at Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991.

Gustavo Becerra Executive Director

AGENDA REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF REGIONAL HOUSING AUTHORITY

Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991

<mark>June 16, 2021, 11:00 AM</mark>

- A. CALL TO ORDER: ROLL CALL
- B. PLEDGE OF ALLEGIANCE
- C. PUBLIC PARTICIPATION: Members of the public shall be provided with an opportunity to address the Board on items of interest that are within the subject matter jurisdiction of the Board. Any member of the audience who may wish to bring something before the Board that is not on the agenda may do so at this time; however, State law provides that no action may be taken on any item not appearing on the posted Agenda. Persons who wish to address the Board during public comment or with respect to an item that is on the agenda, will be limited to three (3) minutes.
- D. AWARDS AND PRESENTATIONS: NONE
- E. EXECUTIVE SESSION: NONE May be held under California Government Code regarding pending and/or anticipated litigation, property acquisition, and/or personnel issues.
- F. CONSENT CALENDAR: All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time that the Board votes on the motion unless members of the Board request specific items to be discussed or removed from the Consent Calendar for individual action.

1.	Approval of Minutes – June 2, 2021	pg. 1
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- 2. Resolution 21-1704 Housing Choice Voucher Fraud Collection Loss pg. 4 Write-Off Collection Loss Write-Off
- G. OLD BUSINESS: Discussion/Possible Action: NONE

- H. NEW BUSINESS: Discussion/Possible Action:
 - Approval of Memorandum of Understanding between the County of pg. 6 Colusa Department of Health and Human Services and Regional Housing Authority
 Backie Flores, Planning and Community Development Management

Beckie Flores, Planning and Community Development Manager

- I. ADMINISTRATIVE REPORT:
 - 4. Administrative Update Gustavo Becerra, Executive Director
- J. HOUSING COMMISSIONERS' COMMENTS:
- K. NEXT MEETING: July 7, 2021
- L. ADJORNMENT:

REGIONAL HOUSING AUTHORITY Minutes Regular Board Meeting June 2, 2021

ITEM NO. A - CALL TO ORDER:

Chairperson Kent Boes called the meeting to order.

ITEM NO. A - ROLL CALL:

Chairperson Kent Boes, Vice-Chairperson Randy Fletcher, Commissioners Dan Miller, Jeramy Chapdelaine, Tony Kurlan, Nicholas Micheli, John Loudon, Denise Conrado, Suzanne Gallaty, Shon Harris, Doug Lofton, Manny Cardoza, and Sue Hoek were present. Commissioner Bob Woten was absent. Legal Counsel Brant Bordsen also was absent.

ITEM NO. B. – PLEDGE OF ALLEGIANCE:

Commissioner Lofton led the pledge of allegiance.

ITEM NO. C. - PUBLIC PARTICIPATION: NONE

ITEM NO. D. - AWARDS AND PRESENTATIONS: NONE

ITEM NO. E. - EXECUTIVE SESSION: NONE

ITEM NO. F.1. THROUGH F.6. - CONSENT CALENDAR:

Commissioner Miller made a motion to approve the Consent Calendar as submitted. Commissioner Cardoza made the second. The following roll call vote was taken:

> Vote: Ayes: Chairperson Kent Boes, Vice-Chairperson Randy Fletcher, Commissioners Jeramy Chapdelaine, Doug Lofton, Dan Miller, Tony Kurlan, Sue Hoek, Nicholas Micheli, Shon Harris, Denise Conrado, John Loudon, Manny Cardoza, and Suzanne Gallaty
> Nays: None Abstain: None Absent: Commissioner Bob Woten

ITEM NO. G.- OLD BUSINESS: NONE

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ITEM NO. H.4- RESOLUTION 21-1707, APPROVAL OF OFFICE OF MIGRANT SERVICES CONTRACT 21-OMS-16172:

Chief Financial Officer Marco Cruz mentioned the budget for the Office of Migrant Services (OMS) is on a two-year cycle for budget authority. He mentioned, in the past, the budget has been short. Mr. Cruz said staff presented OMS with a wish list and is happy with the budget that is being presented. He stated the property is in good shape and OMS came through with the budget.

Executive Director Gustavo Becerra mentioned OMS provided funds for emergency items in the past such as roofing, stairwells, electrical and gas issues.

Commissioner Lofton made a motion to approve Resolution 21-1707, Approval of Office of Migrant Services Contract 21-OMS-16172. Commissioner Kurlan made the second. The following roll call vote was taken:

 Vote: Ayes: Chairperson Kent Boes, Vice-Chairperson Randy Fletcher, Commissioners Jeramy Chapdelaine, Doug Lofton, Dan Miller, Tony Kurlan, Sue Hoek, Nicholas Micheli, Shon Harris, Denise Conrado, John Loudon, Manny Cardoza, and Suzanne Gallaty
Nays: None Abstain: None
Absent: Commissioner Bob Woten

ITEM NO. I.8. - ADMINISTRATIVE UPDATE:

Mr. Becerra stated the Housing Authority received recognition from the County Public Health for allowing the Richland Neighborhood Center to be used as a COVID-19 vaccination site. He said staff is working on an upgrade to the website to make it more user friendly. Mr. Becerra also stated there will be a ribbon cutting on June 16, 2021, for the New Haven Court Apartments.

Mr. Becerra mentioned one of the funding applications for the Richland Village project is due next week. He shared the City of Yuba City committed \$1 million and Sutter County provided a \$450,000 deferral on impact fees to the project. Mr. Becerra explained the two Cedar Lane projects in Yuba County and the Cashin's Field project in Nevada City closed.

Mr. Becerra said the City of Wheatland committed \$650,000 in deferred impact fess for a senior housing project. He mentioned staff is working on a Memorandum of Understanding with the County of Colusa for potential projects.

ITEM NO. J - HOUSING COMMISSIONERS' COMMENTS:

Commissioner Harris thanked staff for all the work that is done.

Commissioner Cardoza thanked the Sutter County Board of Supervisors for allowing him to be back on the board.

Commissioner Kurlan congratulated staff on the New Haven Court project.

Commissioner Lofton also thanked staff for all they do.

Commissioner Hoek said she is excited to see all the projects happening.

Commissioner Chapdelaine said he is glad to see everyone in person and thanked staff for keeping everything going during the pandemic.

Commissioner Conrado mentioned she is very impressed with the various projects.

Commissioner Gallaty said she is impressed with staff and all they do for the residents.

Chairperson Kent said he is looking forward to the new projects in Colusa County.

ITEM NO. K – NEXT MEETING: June 16, 2021

ITEM NO. L - ADJOURNMENT: The meeting was adjourned at 12:45 PM.

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RESOLUTION 21-1708

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY AUTHORIZING HOUSING CHOICE VOUCHER FRAUD RECOVERY COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$1,952.00

WHEREAS, the Regional Housing Authority operates the Housing Choice Voucher program for Sutter, Nevada, Yuba and Colusa Counties; and

WHEREAS, operations of the Housing Choice Voucher program include assisting families who are low income; and

WHEREAS, the Regional Housing Authority makes every attempt to collect outstanding balances due to fraud; and

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending June 30, 2021 and is made a part of this resolution.

BE IT THEREFORE RESOLVED that the Board of Commissioners of the Regional Housing Authority authorizes the Executive Director to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$1,952.00.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed, and adopted this 16th day of June 2021 by the following vote:

AYES: NAYS: ABSTAINED: ABSENT:

ATTEST:

Kent Boes, Chairperson

(SEAL)

HCV Fraud Recovery Collection Loss Write Off	Period: May/June 2021
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Payback <u>Agreement</u>	Yes Yes	Total Write-Off
Total <u>Owed</u>	1,652.00 300.00	1,952.00
		جې
Legal <u>Fee's</u>		
		θ
NSF Fee's		ì
		θ
പരി		ı
Late <u>Fee's</u>		
		θ
HAP raud Recovery Amount Owed	1,652.00 300.00	1,952.00
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Tenant	T0010391 T0007278	

Tenants listed with Payback Agreement's failed to honor the Agreement.

Exhibit A

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MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF COLUSA DEPARTMENT OF HEALTH AND HUMAN SERVICES AND REGIONAL HOUSING AUTHORITY

THIS MEMORANDUM OF UNDERSTANDING (hereafter "MOU") is made and entered into this 8th day of June, 2021 ("Effective Date") by and between County of Colusa through the Department of Health and Human Services (hereafter "County") and Regional Housing Authority (hereafter "Developer"), collectively, the "Parties."

WHEREAS, the Parties intend to collaborate and work cooperatively on a *No Place Like Home Program* (hereafter "NPLH") project to address affordable housing needs in the community for persons with serious mental illness who are chronically homeless, homeless, or at risk of being chronically homeless (hereafter "Project"), on a property with the location to be determined; and

WHEREAS, County has reserved an allocated amount of \$1,200,000 in funding from the County of Colusa Department of Health & Human Services and Department of Behavioral Health (\$1,000,000 BH CSS Fund, and \$200,000 DHHS Whole Person Care Grant); and

WHEREAS, attaining additional funds for the completion of this Project will require coordination and cooperation between the Parties to this MOU; and

WHEREAS, should there be any funding deficits for the Project, the Parties will work collaboratively to attempt to locate additional funding sources to bridge the gap; and

WHEREAS, Developer has identified an experienced development firm with necessary and required affordable housing financing and project development experience to assist Developer in the furtherance of its responsibilities set forth in this MOU; and

WHEREAS, County, through the Department of Behavioral Health, provides mental health services for individuals with mental illness and/or serious emotional disorders who are the target population of NPLH; and

WHEREAS, the Parties desire to work collaboratively to pursue and provide permanent supportive affordable housing to homeless people with mental illness and/or serious emotional disorders in accordance with the California Mental Health Services Act (MHSA); and

WHEREAS, the Department of Health and Human Services intends to refer families to the completed units not occupied by referrals from Behavioral Health Department and expects to offer supportive services to their referred families; and

WHEREAS, the proposed Project meets the qualifying criteria, laid out in the NPLH guidelines, to receive funding for this Project.

NOW, THEREFORE, the Parties agree as follows:

I. Purpose

This MOU delineates the understandings of the Parties with regard to the submission of applications to the State Department of Housing and Community Development (HCD) for the NPLH funds and any other funds that are eligible to be used for the development and construction of permanent supportive affordable housing for people with mental illness and/or serious emotional disorders. It is understood by and between the Parties that this MOU is specific to the understandings related to acquisition of funding for, and pre-development activities related to, the construction of affordable housing on behalf of eligible individuals. It is anticipated that upon fulfillment of the understandings set forth herein, the Parties will enter into a separate MOU to address the construction and/or ongoing operation of and supportive services for the Project.

II. Terms and Definitions

Throughout this MOU, the following terms have the following definitions:

- "Assisted Units" shall refer to all rental housing, shared housing or other units within the proposed Project set aside for homeless or people with mental illness and/or serious emotional disorders if the acquisition, rehabilitation, capitalized operating costs, and/or construction is financed in part or whole with NPLH funding and/or other available federal or state funding sources.
- "Tenant" shall mean homeless families and individuals or others with mental illness and/or serious emotional disorders that are NPLH eligible clients under NPLH guidelines as determined by Colusa County Behavior Health or a contracted Service Provider or as determined by other federal or state funding sources which provided project development funding.
- "Development Team" shall mean the assembled County and Developer, and contracted consultants responsible for completing funding applications and managing predevelopment project activities.

III. Term

The term of this MOU shall commence as of the Effective Date stated above and shall continue for five (5) years, unless this MOU is terminated sooner according to the Termination clause herein, or the term is extended by mutual agreement of the parties.

IV. <u>Responsibilities</u>

A. County shall:

1. Upon the release of the \$1,200,000 in County Health & Human Services funding (\$1,000,000 BH CSS Fund, \$200,000 DHHS Whole Person Care Grant), make the funds available to the Developer through a subsequent grant agreement with the Developer.

Funds to be used as a construction source of financing toward land acquisition and Project predevelopment.

2. Coordinate and facilitate project development team meetings and activities pertaining to the NPLH and other funding sources' application processes, including but not limited to establishing recurring meetings, distribution of meeting notes and other meeting materials, and creating and maintaining documents and tools related to project planning and timelines.

3. Maintain a contractual relationship with the Coordinated Entry System's (CES) provider to ensure the tenant selection process for the proposed assisted units meets NPLH funding requirements as set forth in NPLH guidelines.

4. Participate in project planning, technical assistance and/or public meetings related to the application process and the development process, including but not limited to developing written background materials on NPLH and other funding sources requirements, as determined, providing background and information pertaining to Department of Health and Human Services programs, policies and procedures and making them available to decision making entities and stakeholders throughout the process.

5. Cooperate and coordinate with the Developer in assembling the applications for NPLH and any other identified funds wherein the proposed Project complies with funding requirements and/or eligible activities.

6. In coordination with its Department of Behavioral Health, assume responsibility for the development of a Supportive Services Plan and ensure implementation of the plan's objectives.

7. Designate appropriate staff to participate in collaborative decision-making regarding NPLH and any other identified funding applications, planning and implementation.

8. Fulfill NPLH and other funding source requirements related to the adoption by the Board of Supervisors of resolutions, including but not limited to: the provision of mental health services for NPLH tenants, and the authorizations allowing for Developer to apply for and accept NPLH funds to be directed to the identified development Project. County staff will ensure these items are completed prior to funding submission deadlines.

9. Work with Developer in furtherance of Project compliance with all threshold requirements under NPLH guidelines, and all other requirements specified in other potential funding sources including but not limited to: MHSA, Homeless Emergency Assistance Program (HEAP), and Homeless Housing Assistance and Prevention Program (HHAP). County will work with Developer to promote mutual understanding of NPLH and any other identified funding regulations and guidelines.

B. Developer shall:

1. Prepare funding applications to various funding sources that may include, but are not limited to HCD, U.S. Department of Housing and Urban Development (HUD), California Tax Credit Allocation Committee, local governments and private lenders for acquisition, construction, bridge and permanent financing necessary for the development and construction of the affordable housing project described in this MOU.

2. Work with County in pre-development planning of the Project including the identification of funding sources, service needs, service providers, and operations of the Project.

3. Designate appropriate staff to participate in collaborative decision making regarding NPLH and other potential funding sources. For the purpose of this MOU, staff shall include retained consultants.

4. Work with consultants and County staff in developing and completing grant application components, including but not limited to required demographics and description of the target population and project description narratives per State specifications. Review and provide input as needed on the development of a Supportive Services Plan.

5. If NPLH funding is awarded, assist County with review of the loan documents and work with the State to provide any required additional documentation or assurances, facilitating the timely execution of the deferred loan documents.

6. Regional Housing Authority and/or its non-profit instrumentality, once the funding is in place from the County, work to secure site control and conduct its proper due diligence on an appropriate parcel of land within the required proximity of the needed amenities for residents. This process can take anywhere from 3-6 months depending on the availability of property zoned land in the market area.

7. Assemble team of co-developer and contractor(s), construction lender, permanent lender, and tax-credit investor as needed. Conduct negotiations and communications with lenders, including construction, permanent, and bridge lenders, investors, and government loan programs.

8. Manage all loan closings through payoff of all construction loans and final payment of all equity payments from investors, if any; provide all due diligence information to lenders; coordinate all lenders documents and requirements; submit development proformas as needed; prepare and submit all lender reports and coordinate with all lender monitoring.

9. Provide for accounting and bookkeeping of the development; work with auditor to prepare audited financial statements, tax returns, development cost certifications, and K-1's; supervise the accounting firm's performance through development closeout.

10. Provide lenders and investors with guarantees and net worth requirements through construction completion.

11. Oversee preparation of architect's and engineers' plans and specifications; ensure compatibility with adjacent developments and design and development standards of the Developer, lenders, investors and County departments.

12. Obtain soils report and all other environmental clearances, as required, to develop the property; consultant must be approved by lenders and investors; scope of work must include specified requirements from lenders and investors.

13. Work with County staff to develop documents acceptable to the State for establishing site control as defined by the State including, but not limited to, obtaining lender-approved appraisal(s) as needed.

14. Oversee local government review and approval process; and attend meetings with planning/building department officials, community members, as well as other public meetings and processes, as may be required, in furtherance of the Project.

15. Coordinate, apply for, and secure all required land use approvals, permits, and California Environmental Quality Act (CEQA) reports required to develop the Project, as well as any environmental impact reports and/or studies, appraisals, design services and any other reports or documents required for inclusion in the proposal and/or required under the City and/or County Code.

16. Provide course of construction Liability and Builder's Risk Insurance.

17. Commit Project Based Section 8 rental assistance for the Project, or portion thereof, and prepare all necessary HUD submissions, and approvals.

C. Collectively, the Parties Shall:

1. Work cooperatively in the planning and development of the Project. All plans related to the development of the property must be reviewed and approved in advance by all Parties.

2. Develop and implement a joint marketing campaign and commit to joint messaging and public outreach related to addressing community and neighborhood concerns of the proposed NPLH project. Parties will work collaboratively to draft talking points, coordinate media messaging and develop materials to disseminate to the public, which shall be mutually agreed upon in advance.

3. No less than quarterly, the directors of each Party to this MOU or their designees will meet to identify new potential funding sources, review the work and project milestones accomplished under this MOU, evaluate the efficacy of this MOU, assess the quality of the working relationship between the Parties, and determine the status of work products.

4. Work with local government on review and approval process; and attend meetings with planning/building department officials, community members, as well as other public meetings and processes, as may be required, in furtherance of the Project.

V. Funding

A. The Parties shall work cooperatively to identify and access sufficient funding to defray the cost of the Project described in this MOU. This may be done through seeking grants from foundations, applying for additional State funding and/or other sources.

B. County intends to provide the supportive services to the target population who will reside at the Project identified in this MOU, including the continuation of these supportive services to the Project's NPLH tenants in accordance with timelines required under NPLH, including the provision of or referral to other services in accordance with the relevant Supportive Services Plan.

C. Where necessary, and where possible, the Parties will work together to apply for funds related to ongoing expenses outlined in the Supportive Services Plan.

VI. Termination

In addition to the provisions of Section III (Term) above, any party may terminate this MOU for its convenience, with or without cause, by giving sixty (60) days notice to the other, which shall be served in conformity with the notice provisions contained in this MOU. At the time of the expiration (or earlier/subsequent termination) of this MOU, if there is no NPLH project, the Developer shall convey to the County any real property acquired pursuant to activities undertaken with regard to this MOU. It is anticipated that the cost of acquiring property shall be only a fraction of the monies necessary to develop the project. It is recognized that ultimately there may be no property with suitable entitlements to allow the project to proceed. It is further acknowledged that the Developer may successfully acquire a property and obtain all entitlements necessary to construct a NPLH project but there might not be funding available for construction to complete the project. In recognition of these facts, the Developer's sole obligation upon expiration or earlier and/or subsequent termination of this MOU shall be to transfer any property acquired in the predevelopment process to the County. The Developer shall not be required to reimburse the County for any monies spent pursuant to this MOU (for example, environmental studies, engineering reports and the like) as it is recognized that neither party guarantees the other that a NPLH Project will ultimately be completed and that the funds spent pursuant to this MOU are spent with the hope, but not the guaranty by either party, that the project contemplated by this MOU will come to fruition.

The Parties desire to maintain effective working relationships under this MOU and agree prior to any early termination of this MOU to meet in good faith to first attempt to resolve any disputes or other issues that may result in either party seeking to terminate this MOU prior to its term.

VII. Amendments

Any material changes to any of the clauses above must be mutually agreed upon by all Parties, and shall only become effective when in writing and fully executed by duly authorized officials of the Parties hereto.

VIII. Parties as Independent

In agreeing to the obligations and understandings set forth herein, each Party acknowledges that it shall act in an independent capacity, and not as the employees, agents, or officials of the other. Each Party agrees that neither its agents nor employees have any rights, entitlement or claim against the other for any type of employment benefits or workers' compensation. Each Party shall hold the other harmless and indemnify against any such claim by its agents or employees.

IX. Indemnification

Each Party to this MOU will indemnify, defend, and hold harmless the other Parties and their officers, officials, employees, agents, and volunteers from and against any and all liabilities, claims, demands, damages, losses and expenses (including without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of the indemnifying Party, its officers, agents, employees, or volunteers, related to the performance of this MOU.

X. Notices

All notices to be provided under this MOU shall be in writing and serviced by first-class mail, and shall be deemed received by the Parties below on the fifth (5th) day following the date of mailing, or the earlier date of personal service, as the case may be.

County of Colusa Department of Health and Human Services Attn: DHHS Director 251 E. Webster Street Colusa, CA 95932

Regional Housing Authority Attn: Executive Director 1455 Butte House Road Yuba City, CA 95993

XI. Insurance

It is agreed that the Parties to this MOU shall each maintain at all times during the term of this MOU insurance coverage in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to, not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile liability, One Million Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) professional liability (E&O).

XII. Authorized Signature

The Parties to this MOU represent that the undersigned individuals executing this MOU are fully authorized to execute and deliver this MOU on behalf of their respective party.

XIII. Entire Understanding

This MOU represents the entire understanding of the Parties, and no representations have been made or relied upon except as set forth herein.

Gary J. Evans, Chair Colusa County Board of Supervisors Date

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

Melissa Kitts, Deputy Clerk

APPROVED AS TO FORM

David A Prentice, Interim County Counsel

Gustavo Becerra, Executive Director Regional Housing Authority Date