



Stanislaus Regional Housing Authority

ALPINE | AMADOR | CALAVERAS | INYO | MARIPOSA
MONO | STANISLAUS | TUOLUMNE COUNTIES

DATE: February 9, 2023

TO: Board of Directors

FROM: Jim Kruse, Executive Director

SUBJECT: ACTION ITEM #2: Resolution authorizing the Executive Director to enter into negotiations and subsequent Development Services Agreement with Great Valley Housing Development Corporation for Development Services for the development of Central Valley Homes and Helen White Cottages.

PREPARED BY: Teresa Kinney, Administrative Analyst

Resolution No: 22-23-19

SUMMARY

Stanislaus Regional Housing Authority is interested in developing additional affordable housing in its service areas. Great Valley Housing Development Corporation (GVHDC) is a non-profit, public benefit corporation. The specific charitable and public purpose for which the Corporation is organized is to provide housing for low-income person, where no adequate housing exists for such groups, including serving as a general partner in one or more partnerships formed to develop housing for low-income persons, and to also provide ancillary services which will accord an opportunity for low- and moderate-income persons to acquire housing provide by the Corporation.

Great Valley Housing Development Corporation has approached Stanislaus Regional Housing Authority to propose a Development Agreement for the development of future affordable housing units in GVHDC service areas. GVHDC's purpose is to provide decent and affordable single and multi-family housing while providing access to various resources for the development of affordable housing.

RECOMMENDATION

Staff recommend that the Board of Commissioners authorize the Executive Director to enter into negotiations and subsequent Development Agreement with Great Valley Housing Development Corporation for the Development the Central Valley Homes and Helen White Developments.

ATTACHMENT

Resolution No. 22-23-19
Draft Development Agreement



AGREEMENT FOR ADMINISTRATIVE AND DEVELOPMENT SERVICES

This Agreement for Administrative Services is hereby entered into on this _____ day of _____, 2022 by and between Great Valley Housing Development Corporation, a California 501(c) (3) nonprofit benefits corporation (“Great Valley”) and the Stanislaus Regional Housing Authority (Stan Regional), a local government agency, corporate and politic as follows:

RECITALS

- A. Great Valley Housing Development Corporation (“Great Valley”) a California 501(c)(3) nonprofit benefits corporation doing business in California was organized to provide decent housing that is affordable and to serve as a general partner in one or more partnerships formed to develop housing for low-income persons and to provide ancillary services which will accord an opportunity for development, management and acquisition of housing, both rental and homeownership in California; and
- B. Great Valley is an ancillary nonprofit of Stan Regional and provides opportunities for development, management and maintenance of housing and housing services in support of the mission of both Stan Regional and Great Valley.
- C. Stanislaus Regional is a local government agency and housing authority, corporate and politic, operating in nine different counties in California and is involved in all aspects of property management, property maintenance, acquisition and development of market rate, moderate, low and very low housing units through various federal, state and local programs as well as providing for permanent supportive homeless housing; and
- D. Great Valley is involved in the development, acquisition, maintenance and management of single family and multifamily housing in its area of operation in California, including, but not limited to, planning, acquisition of funding, acquisition, construction, rehabilitation, operating maintenance and management of all types of housing to provide decent and affordable housing to persons and families in need of such housing; and
- E. Great Valley is in need of administrative and management services in order to carry out its mission of providing additional housing and management services; and
- F. Stan Regional is qualified and interested in providing Great Valley with such administrative and management services pursuant to a written agreement between the parties.
- G. Stan Regional is in need of various development services in order to carry out and meet its objectives of providing affordable housing.
- H. Great Valley is qualified and interested in providing Stan Regional with such development services pursuant to a written agreement between the parties.

NOW THEREFORE, in consideration of the mutual recitals of understanding set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

Section 1. **INCORPORATION OF RECITALS**

The parties find and declare that the above stated recitals are true and are hereby incorporated into this Agreement.

Section 2. **SCOPE OF SERVICES**

The services to be provided by Stan Regional will be to assist Great Valley in administrative and management related capacities, including, but not limited to, the following:

- a) Assist in day-to-day administrative services;
- b) Assist in day-to-day financial and accounting services;
- c) Assist in day-to-day services to manage and maintain housing units and ancillary services related to housing;
- d) Assist in day-to-day property management services for housing units owned, leased and/or managed by Great Valley;

The services to be provided by Great Valley to assist Stan Regional development objectives include, but are not limited to, the following:

- a) Assist in development acquisition and financing of housing unit projects, including partnerships, limited liability companies and/or joint ventures of which Great Valley is a participant or member;
- b) Assist in identifying prospective projects and/or building sites;
- c) Interact with real estate professionals and assist in the acquisition of real property;
- d) Develop site plans and project models for projects;
- e) Develop funding models to fund both construction financing and permanent financing;
- f) Interact with local government agencies to guide projects through the planning and approval process;
- g) Work in conjunction with Stan Regional architects and other professionals to guide projects through the bidding and awarding of contracts process;
- h) Provide Stan Regional with options for onsite construction, modular and/or manufactured home products as viable options for Great Valley to consider and act upon for the various proposed projects developed by Great Valley and/or developed in conjunction with Stan Regional;
- i) Provide construction oversight and supervision to assure projects are completed in a professional and timely manner;
- j) Physically inspect existing and prospective properties to determine physical needs for rehabilitation and/or viability for purchase and development.

Section 3. **TERM**

The initial term of this Agreement is for three (3) years from the date of this Agreement. This Agreement shall automatically renew for an additional three (3) year term upon expiration of the initial term unless either party to this Agreement provides at least sixty (60) days written notice prior to the expiration of the initial term to the other party that said noticing party does not wish to extend the initial three (3) year term (or any renewal thereof).

Section 4. **COMPENSATION FOR SERVICES**

Each party shall provide monthly or periodic billing invoices for services and materials provided to the other pursuant to this Agreement and pursuant to the Schedule of Service fees for work performed by each respective organization. Exhibit A is a Schedule of hourly and flat rate fees that each organization will charge to for services provided. All materials and/or products provided to pursuant to this Agreement will be billed at actual cost, taxes and shipping charges, if any, and a fifteen percent (15%) administrative fee added on to the price of each item provided.

Section 5. **PERFORMANCE STANDARD**

Each organization shall perform all work under this Agreement in a manner consistent with the level of competency and standard of care normally observed by a person practicing in the specific professional area of expertise. Great Valley has relied upon the professional ability and training of Stan Regional as a material inducement to enter into this Agreement. Stan Regional agrees to provide all services under this Agreement in accord with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Stan Regional's work by Great Valley shall not operate as a waiver or release. If Great Valley determines that any of Stan Regional's work is not in accord with such level of competency and standard of care, Great Valley, in its sole discretion, shall have the right to do any or all of the following (a) require Stan Regional to meet with Great Valley to review the quality of the work and resolve matters of concern; (b) require Stan Regional to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 7; or (d) pursue any and all other remedies at law or in equity.

Section 6. **ASSIGNED PERSONNEL**

Only competent personnel shall be assigned to perform work under this Agreement. In the event that at any time either party, in their sole discretion, desires the removal of any person or persons assigned to perform the work under this Agreement, the party shall remove such person or persons immediately upon receiving written notice.

Any and all persons identified in this Agreement or any exhibit hereto as the lead administrator, project manager, project team, or other professional performing the work under this Agreement are deemed by either party to be key personnel whose services were a material

inducement to either party to enter into this Agreement, and without whose services Great Valley and Stan Regional would not have entered into this Agreement, Stan Regional and/or Great Valley shall not remove, replace, substitute, or otherwise change any key personnel without the prior consent of Great Valley.

In the event that any the personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of the respective parties' control, Stan Regional shall be responsible for timely provision of adequately qualified replacements.

Section 7. **METHOD OF PAYMENT**

1. Not more frequently than monthly, the parties shall submit written invoices to each other. All invoices shall include:

A. A monthly total and itemization of all costs by line item;

B. A simplified worksheet that explains how charges on invoices were calculated and list employees by name, position, location, and amount charged.

Section 8. **INDEPENDENT CONTRACTOR**

Both Stan Regional and Great Valley shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which they perform the services required of the party by the terms of this AGREEMENT. Both parties shall be liable for their acts and omissions, and those of its subcontractors and agents. Nothing contained herein shall be constructed as creating an employment, or partnership relationship and/or agreement between Great Valley and Stan Regional.

Terms in this Agreement referring to direction from either party shall be construed as providing for directions as to policy and the result of said party's work only and not as to the means or methods by which such a result is obtained. Except as expressly provided in this AGREEMENT, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Section 9. **INDEMNIFICATION**

A. Stan Regional agrees to accept all responsibility for loss or damage to any person or entity, including Great Valley, and to defend and indemnify, hold harmless, and release Great Valley, its elected representatives, officers, agents, and employees, from and against any actions, claims, damages, demands, losses, liabilities, disabilities or expenses, defense costs (including reasonable attorney fees), of any kind or nature, that may be asserted by any person or entity, including Stan Regional, that arise out of, pertain to, or related to Stan Regional's or its agents', employees', Stan Regionals', subcontractors', or invitees' performance or obligations under this Agreement. Stan Regional agrees to provide a complete defense for any claim or action brought against Great Valley based upon a claim relating to Stan Regional's performance or obligations

under this Agreement. Stan Regional's obligations under this section apply whether or not there is concurrent negligence on Great Valley's part, but to the extent required by law, excluding liability due to Great Valley's conduct. Great Valley shall have the right to select its legal counsel at Stan Regional's expense, subject to Stan Regional's approval, which shall not be unreasonably withheld. This Indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Stan Regional or its agents. The obligation of this indemnity shall be for the full amount of all damage to Great Valley, including defense costs, and shall not be limited by any insurance limits.

B. Great Valley agrees to accept all responsibility for loss or damage to any person or entity, including Stan Regional, and to defend and indemnify, hold harmless, and release Stan Regional, its elected representatives, officers, agents, and employees, from and against any actions, claims, damages, demands, losses, liabilities, disabilities or expenses, defense costs (including reasonable attorney fees), of any kind or nature, that may be asserted by any person or entity, including Great Valley, that arise out of, pertain to, or related to Great Valley's or its agents', employees', Great Valleys', subcontractors', or invitees' performance or obligations under this Agreement. Great Valley agrees to provide a complete defense for any claim or action brought against Stan Regional based upon a claim relating to Great Valley's performance or obligations under this Agreement. Great Valley's obligations under this section apply whether or not there is concurrent negligence on Stan Regional's part, but to the extent required by law, excluding liability due to Stan Regional's conduct. Stan Regional shall have the right to select its legal counsel at Great Valley's expense, subject to Great Valley's approval, which shall not be unreasonably withheld. This Indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Great Valley or its agents. The obligation of this indemnity shall be for the full amount of all damage to Great Valley, including defense costs, and shall not be limited by any insurance limits.

Section 10. **INSURANCE REQUIREMENTS**

Stan Regional and Great Valley agrees to have and maintain a general liability policy of insurance with a limit of a minimum limit of liability of one million dollars (\$1,000,000), a copy of which shall be provided to the other party with twenty (20) days of the date this Agreement is signed by the parties to this Agreement.

Section 11. **LICENSE AND PERMITS**

Stan Regional and Great Valley shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, and all other appropriate governmental agencies to provide agreed upon services. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by either party. Stan Regional and Great Valley shall have in effect and shall maintain appropriate licensure during the term of this Agreement, if applicable.

Section 12. **NONDISCRIMINATION**

Stan Regional and Great Valley both certify that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and local laws and regulations and any administrative directives established by each party. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

Section 13. **TERMINATION**

- A. Great Valley and/or Stan Regional shall have the right to terminate this Agreement, without cause, by giving not less than sixty (60) days' written notice of termination.
- B. If either party fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the other party may terminate this Agreement immediately upon written notice.
- C. Great Valley's President, or designee, is empowered to terminate this Agreement on behalf of Great Valley.
- D. Stan Regional's Executive Director, or designee, is empowered to terminate this Agreement on behalf of Stan Regional.
- E. In the event of termination, each party shall deliver to the other party copies of all reports, documents, and other work performed by each party under this Agreement, and upon receipt thereof, each party shall pay the other party for all services performed up to the date of termination.

Section 14. **GOVERNING LAW/ VENUE**

This Agreement shall be deemed to have been executed in Stanislaus County, California. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in Stanislaus County, California.

Section 15. **RIGHT TO AUDIT, INSPECT AND COPY RECORDS**

Each party agrees to permit the other party and any authorized State or Federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Stan Regional under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, each party shall supply copies of any and all such records to the other party. Failure to provide the documents requested by the other party within the requested time frame indicated may result in the other party withholding payments due under this Agreement.

Section 16. **CONFIDENTIALITY**

Each party agrees to protect the privacy rights of the other party's tenants and shall comply with applicable laws and regulations, regarding the confidentiality of tenant information.

Each party shall not use identifying information for any purpose other than carrying out the obligation under this Agreement. Each party shall not disclose, except as otherwise specifically permitted by this Agreement, or authorized by the tenant, any such identifying information to anyone other than the State without prior written authorization from the State in accordance with State and Federal laws.

For the purpose of the above paragraphs, identifying information shall include, but not be limited to name, identifying number, social security, birth date, residence address, biometric data, symbol, or other particular identifying information assigned to the individual or tenant.

Each party understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, each party may have access to private or confidential information that may be owned or controlled by the other party and that such information may contain proprietary or confidential details, the disclosure of which third parties may be damaging to the other party. Each party agrees that all such information disclosed by Great Valley to Stan Regional shall be held in confidence and used only in performance of this Agreement. Stan Regional shall exercise the same standard of care to protect such information as a reasonably prudent party would use to protect its own proprietary data.

Section 17. **OWNERSHIP OF MATERIALS**

All reports, documents or other materials developed or discovered by each party or any other person engaged directly or indirectly by each party to perform the services required hereunder shall be and remain the property of the other party without restriction or limitation upon their use. Notwithstanding the foregoing, both parties agree and acknowledge that each party's reports may incorporate that party's proprietary information and may use such proprietary information in connection with services for that party's clients.

Section 18. **ASSIGNMENT**

This is an agreement for services of both parties. Each party has relied upon the skills, knowledge, experience and training of the other party and the other party's firm, associates, and employees as an inducement to enter into this Agreement. Each party shall not assign or sub-contract this Agreement without the express written consent of the other party. Further, each party shall not assign any monies due or to become due under the Agreement without the prior written consent of the other party.

Section 19. **LIABILITY OF AGENCIES**

Notwithstanding any other provision of this Agreement, in no event shall either party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or services performed in connection with this Agreement.

Section 20. **QUALIFIED PERSONNEL**

Work performed under this Agreement shall be performed by competent professionals including any individuals, agents or subcontractors retained by each party to assist in the consulting work required under this Agreement.

Each party shall designate an officer, employee or other authorized representative to act on that party's behalf with respect to the work. This representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner. Each party has the right to change its representative at any time; provided, however, that a party wishing to change its designated representative shall endeavor to notify the other party in writing not less than ten (10) calendar days before making any such change. At the time this Agreement is executed, the parties' designated representatives shall be as follows:

Great Valley: Administrative Director
1701 Robertson Road
Modesto, CA 95351
(209) _____
Email: _____

Stan Regional: Jim Kruse Deputy Director
Stanislaus Regional Housing Authority
1612 Sisk Road
Modesto, CA 95358-0033
Phone: (209) 557-2002
Email : jkruse@stancoha.org

Section 21. **NOTICES**

All notices and other communications required or permitted to be given under this Agreement shall be in writing and effective when served by regular mail with copy transmitted concurrently by e-mail. All notices of termination delivered pursuant to Section 15 shall, however, be sent by certified or registered mail, return receipt requested. Addresses for notices are as follows:

TO GREAT VALLEY:

Administrative Director
Great Valley Housing Development Corporation
1701 Robertson Road
Modesto, CA 95351
(209) _____
Email: _____

TO STAN REGIONAL:

Jim Kruse Deputy Director
Stanislaus Regional Housing Authority
1612 Sisk Road
Modesto, CA 95358-0033
Phone: (209) 557-2002
Email: jkruse@stancoha.org

Section 22. ENTIRE AGREEMENT

This Agreement, and any written modifications to this Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. This Agreement, and any written modifications hereto, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modifications, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in this Agreement or written modifications and the parties are not and will not rely on any other information.

Section 23. WAIVER OF BREACH

Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding. No waiver shall be binding unless in writing

and signed by the party to be charged or held bound. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Great Valley and the Stan Regional.

Section 24. **SEVERABILITY**

Any provisions or portions thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, or made unlawful or unenforceable under any applicable law and are therefore stricken or waived, the remainder of this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law.

Section 25. **CONSTRUCTION AND EFFECT**

The language of each and all paragraphs, terms and/or provisions of this Agreement, shall, in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

Section 26. **EXECUTION OF AGREEMENT**

This Agreement may be executed in one or more counterparts all of which shall constitute, and shall be construed as, a single instrument upon delivery and exchange of all copies by the parties. A photocopy or facsimile transmission of this Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

Section 27. **ATTORNEYS FEES AND COSTS**

The parties agree that they should bear their own respective costs and fees, including attorneys' fees, in connection with the negotiation and execution of this Agreement. Should either party institute legal proceedings against the other, regarding this Agreement, the prevailing party to any such action shall be entitled to recover reasonable attorneys' fees, reasonable consultant to an expert witness fees, and costs.

Section 28. **DISPUTE RESOLUTION**

A. In the event of any dispute arising from or in any way relating to this Agreement, the Parties hereby agree to engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests. Party-principals agree to participate directly in such negotiations. Unless otherwise agreed in writing, the Parties shall have ten (10) business days from the date the questioning party gives written notice to the other of the particular issue to

begin these negotiations and thirty (30) business days from the Notice date to complete the negotiations concerning the Dispute.

B. If the negotiations do not take place within the time provided in subparagraph “A”, above or if the negotiations do not conclude with a mutually agreed upon solution within that time frame (or it’s agreed upon extension), the Parties agree to mediate any Dispute. If the Parties cannot agree upon a mediator, each party shall, within 10 business days, following conclusion of their good faith negotiations or expiration of time within which to negotiate as stated in subparagraph “A”, above to select one name from a list of mediators maintained by an bona fide dispute resolution provider or other private mediator; the two selected shall then choose a third person who will serve as mediator. The Parties agree to have the principals participate in the mediation process, including being present throughout the mediation session(s). The Parties shall have 45 days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within to negotiate as stated, in subparagraph “A” above.

C. If a party commences a civil lawsuit to enforce this Agreement, without first engaging in good faith negotiations and mediation pursuant to subparagraphs “A” and “B”, above, the that party shall not be entitled to recover attorneys’ fees and costs, even if they would otherwise be available to that party in such action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

Great Valley Housing Development Corporation

By _____,
_____, President

Stanislaus Regional Housing Authority

By _____
Jim Kruse, Executive Director

EXHIBIT A

FEE SCHEDULE FOR SERVICES

FEES FOR SERVICES

RENDERED BY:

COST PER HOUR

Administrative Director	\$____ per hour
Administrative Assistant	\$____ per hour
Administrative Analyst	\$____ per hour
Administrative Clerical	\$____ per hour
Administrative Maintenance	\$____ per hour
Administrative Development Analyst	\$____ per hour
Administrative Liaison	\$____ per hour
Administrative Project Manager	\$____ per hour
Administrative Project Consultant	\$____ per hour
General Contractor	\$____ per hour



Stanislaus Regional Housing Authority

ALPINE | AMADOR | CALAVERAS | INYO | MARIPOSA
MONO | STANISLAUS | TUOLUMNE COUNTIES

RESOLUTION NO. 22-23-19

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO NEGOTIATIONS AND SUBSEQUENT DEVELOPMENT SERVICES AGREEMENT WITH GREAT VALLEY HOUSING DEVELOPMENT CORPORATION FOR DEVELOPMENT OF THE CENTRAL VALLEY HOMES AND HELEN WHITE DEVELOPMENTS

WHEREAS, Stanislaus Regional Housing Authority desires to develop additional affordable housing in its service areas; and

WHEREAS, Stanislaus Regional Housing Authority desires to enter into a Development Agreement with Great Valley Housing Development Corporation for the purpose of developing additional affordable housing development; and

WHEREAS, both Stanislaus Regional Housing Authority and Great Valley Housing Development Corporation may promote each other's mutual missions and goals; and

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners, that:

1. The Executive Director is authorized to execute a Development Agreement and/or a Memorandum of Understanding with GVHDC.
2. The Executive Director is authorized, after legal review, to sign all necessary documents and take all necessary actions to execute such Development Agreement and/or Memorandum of Understanding and any other funding related documents.
3. This Resolution shall take effect immediately

DULY AND REGULARLY ADOPTED by the Board of Commissioners of Stanislaus Regional Housing Authority this 9th Day of February, 2023. On a motion by Commissioner_____, seconded by Commissioner_____, and on the following roll call vote:

AYES:

NAYS

ABSENT:

ABSTAIN:

Approved: _____
Chairperson

Attest: _____
Secretary

