

AGENDA PACKET

3-7-24 Board Meeting

NOTE: Any documents that are not privileged provided to a majority of the Board after distribution of the agenda packet, regarding any item on this agenda, will be made available for public inspection upon request.

AGENDA ITEM NO. 5

Item 1: David Yegenian Resume

Item 2: Staff Report Regarding Finance Committee

Item 5: Staff Report Regarding Administrative Services Agreement

AGENDA ITEM NO. 6

MINUTES: Wednesday, December 12, 2023, 10:30 a.m. Board Meeting

AGENDA 5

Item 1

David Yegenian Resume

DAVID YEGENIAN

PROFILE

Experienced Business Owner/Operator, Sales Manager and Recruiter who takes pride in culture building and helping others excel. 17 years of sales experience.

EXPERIENCE

DIRECTOR OF GROWTH, MCLURE REAL ESTATE GROUP - IRVINE, CA – 2021-2022
Recruiting of talented agents to the team and brokerage. Growth of team production. Oversaw team and agents performance thru tracking of KPI's, conducted regular agent performance reviews, and assisted agents with various lead generation platforms as well as their sphere reach. Developing relationships with agents thru agent attraction and articulation of value of the team and brokerage to their business.

BRANCH SALES MANAGER, BERKSHIRE HATHAWAY HOMESERVICES - IRVINE, CA –
05/2018 - 10/2021

Providing Leadership and establishing great Culture, recruitment of agents, managing staff, building a profitable office thru P&L management as well as preparing and running office meetings and providing transactional support. Managing and coordinating a mentor team for agents to drive growth.

SALES ASSOCIATE, BERKSHIRE HATHAWAY HOMESERVICES - IRVINE, CA - 05/2015
- 05/2018

Advised and Worked with buyers and sellers. Successfully manage all aspects of the home buying and selling process, including the home inspection, appraisal, and home loan process. Analyze property conditions, coordinate listing photos, advertise the property, identify prospective buyers, offer advice to clients based on market conditions, and serve as a liaison between all parties within the transaction. I work under extreme pressure, while also meeting strict deadlines. Managing and tracking clients through complex CRM systems to maintain contact and send out information to current and potential clients. Conducting follow-up calls and meetings, tracking every point of contact within my database. I specialized in corporate relocation including residential and commercial.

SALES ASSOCIATE, CRU REAL ESTATE GROUP - COSTA MESA, CA – 12/2011 -
03/2015

Advised and Worked with buyers and sellers. Successfully managed all aspects of the home buying and selling process, including the home inspection, appraisal, and home loan process. Analyze property conditions, coordinate listing photos, advertise the property, identify prospective buyers, offer advice to clients based on market conditions, and serve as a liaison between all parties within the transaction. I work under extreme pressure, while also meeting strict deadlines. Managing and tracking

clients through complex CRM systems to maintain contact and send out information to current and potential clients. Conducting follow-up calls and meetings, tracking every point of contact within my database.

SALES ASSOCIATE, SEVEN GABLES REAL ESTATE - TUSTIN, CA - 12/2009 - 12/2011

Advised and Worked with buyers and sellers. Successfully manage all aspects of the home buying and selling process, including the home inspection, appraisal, and home loan process. Analyze property conditions, coordinate listing photos, advertise the property, identify prospective buyers, offer advice to clients based on market conditions, and serve as a liaison between all parties within the transaction. I work under extreme pressure, while also meeting strict deadlines. Managing and tracking clients through complex CRM systems to maintain contact and send out information to current and potential clients. Conducting follow-up calls and meetings, tracking every point of contact within my database.

OWNER/OPERATOR, GAS STATIONS - TUSTIN, CA - 1997- 2009

Operated multiple gas stations, managed staff, inventory, and repair shops.

EDUCATION

Real Estate Trainers

Real Estate: Anaheim, Ca

Tafe Technical College

Automotive Engineering: Sydney, NSW

AFFILIATIONS

* AREA ADVISORY BOARD MEMBER - 4 YEARS

* ORANGE COUNTY ASSOCIATION OF REALTORS - YPN BOARD MEMBER -1 YEAR

SKILLS

GREAT COMMUNICATOR, CUSTOMER SERVICE, TIME MANAGEMENT,
COMPUTER LITERACY, ENGLISH, LEADERSHIP.

LANGUAGES

ARMENIAN, ENGLISH

AGENDA 5

Item 2

Staff Report

Finance Committee



AFFORDABLE COMMUNITY LIVING CORPORATION

STAFF REPORT

FINANCE COMMITTEE

Staff recommends to board to establish a Finance Committee made up of the following board members:

*Gary Brendzel, Jess Maxcy, Tom LaCroix

Responsibilities of Finance Committee to include, but not be limited to:

- *Review and approve all financing of the parks
- *Review and approve all contract portfolio bank loans for renewal, refinance, pay down, etc...
- *Approval of operational projects/expenses/costs from \$100K to \$500K
- *Grant approvals, i.e. CalHomes, solar, etc...

AGENDA 5

Item 5

Staff Report

Administrative Services Agreement



AFFORDABLE COMMUNITY LIVING CORPORATION

STAFF REPORT

ADMINISTRATIVE SERVICES AGREEMENT

Staff recommends to board to approve of the Administrative Services Agreement with Santiago Communities, Inc. for the terms set forth in the Agreement and to authorize Gary Brendzel, COO, to sign the Agreement.

History: Santiago Communities, Inc. (SCI) has provided the services listed in the scope of the agreement since 1999 without compensation. The only compensation SCI currently receives from ACL is specifically for the servicing of the ACL owned mortgage loans per a separate loan servicing agreement. For the management of the four mobilehome parks that ACL owns, separate management agreements are in place with a fee specifically for the management of those parks.

SCI is not requesting retroactive compensation, only to be compensated for these services on an ongoing basis.

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (“Agreement”) is entered into this 1st day of March 2024, by and between AFFORDABLE COMMUNITY LIVING CORPORATION, (“ACLC”) and SANTIAGO COMMUNITIES, INC. (“SC”), which are also referred to herein collectively as “Parties” or singularly as “Party,” who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, SC shall provide to ACLC the services described in **Exhibit A**. SC shall not be compensated for services outside the scope of Exhibit A (“Additional Services”) unless prior to the commencement of such services: (a) SC notifies ACLC in writing, and ACLC agrees that such services are outside the scope of Exhibit A; (b) SC documents the additional compensation required for these additional services; (c) ACLC, after receipt of such notice, approves in writing the Additional Services and amount of additional compensation; and (d) this Agreement is amended to include the Additional Services and compensation.
- 2. Payment.** ACLC shall pay for services rendered pursuant to this Agreement as set forth in **Exhibit B**, unless pursuant to Paragraph 1, above, ACLC approves compensation for Additional Services. SC shall submit verification of all billings for said services to ACLC in the manner specified in Exhibit B.
- 3. Facilities, Supplies and Equipment.** SC, except as otherwise stated herein, shall at its sole cost and expense furnish all facilities, supplies and equipment, which may be required for furnishing services pursuant to this Agreement.
- 4. General Provisions.** The general provisions set forth in **Exhibit C** are part of this Agreement. In the event of any conflict between the general provisions and any other terms or conditions of this Agreement, such other terms or conditions shall control over the general provisions.
- 5. Authority.** Each of the signatories to this Agreement represent that he or she is authorized to sign the Agreement on behalf of such Party, all approvals and consents which must be obtained to bind such Party have been obtained, and no further approvals, acts or consents are required to bind such Party to this Agreement.
- 6. Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

[Signature page follows]

Executed as of the day, month and year first above stated.

SANTIAGO COMMUNITIES, INC.

AFFORDABLE COMMUNITY LIVING CORP.

By: _____
Aimee Molsberry, President

By: _____
Gary Brendzel, COO

Attachments:

Exhibit A - Scope of Services

Exhibit B - Fee Schedule / Manner of Payment

Exhibit C - General Provisions

EXHIBIT A

SCOPE OF SERVICES

1. **Representatives.**

SC Representative for this Agreement is:

Aimee Molsberry | President and COO

Santiago Communities, Inc.

P.O. Box 11927 | Santa Ana, CA 92711 | P: 714.744.4993 | F:714.363.5448

All ACLC questions pertaining to this Agreement will be referred to the SC Representative as set forth above. All correspondence to SC shall be sent to the address set forth above.

ACLC Representative for this Agreement is: Gary Brendzel, COO

All SC questions pertaining to this Agreement will be referred to the ACLC Representative as set forth above. All correspondence to ACLC shall be sent to the address set forth above.

2. **Scope of Work.**

a. Term: This Agreement shall be for the period commencing on April 1, 2024, and ending on December 31, 2028, unless extended by mutual agreement of the Parties.

b. Services to be provided by SC: SC agrees to provide services necessary for administration and staffing of ACLC, specifically to include the following:

*Provide all accounting services for ACL corporate division and the Calhomes division (the 4 park divisions are covered under their individual management fees)

*Produce financial statements for ACL and financial detail analysis reports for officers and board.

*Manage the T-bill investments with Cetera

*Manage the financial aspect of the portfolio of contracts, working with the bank(s) on the lines of credit, providing monthly reconciliations to the bank and providing reporting to the board on status of portfolio.

*Work with auditors during the audit process

*Attend the annual audit committee meeting to assist with the review of the audited statements and answer any operational questions

*Prepare the agendas and board meeting packets for the board meetings and distribute to board members.

*Coordinate and attend board meetings

*Meet with ACLC staff on a weekly basis

*Quarterly and annual compliance reporting to cities, counties and IRS

*Implement the Refugee and Veterans Programs as set forth by ACLC

- *Manage and maintain all ACLC owned homes for purposes of sale and/or rental; dealing with service issues and rehab when needed.
- *Assist ACLC staff with grant proposals for downpayment assistance, replacement funds, and solar.
- *Attend the Finance Committee meetings to answer any operational questions.
- *Work with corporate attorneys on legal matters pertaining to ACLC
- *Manage and maintain the ACLC website

EXHIBIT B

FEE SCHEDULE AND MANNER OF PAYMENT

Compensation for SC Staffing.

ACLC shall pay SC the amount of \$5,000.00 per month for all of the SC staff costs incurred during the term of this Agreement in accordance with the Scope of Services. SC shall provide ACLC with monthly billing statements. ACLC will make monthly payments.

EXHIBIT C

GENERAL PROVISIONS

1. **No Joint Venture.** This Agreement does not create a joint venture, partnership, or any other legal relationship of association among the Parties. Each Party is an independent legal entity and is not acting as an agent of the other Party in any respect.

2. **No Agency.** Except as ACLC may specify in writing, SC and SC's personnel shall have no authority, express or implied, to act on behalf of ACLC in any capacity whatsoever as an agent. SC and its personnel shall have no authority, express or implied, to bind ACLC to any obligations whatsoever unless specifically authorized in writing by ACLC to act on its behalf.

3. **Independent Contractor.**

A. It is understood and agreed that ACLC and SC are independent contractors and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. ACLC is not required to make any deductions or withholdings for employee taxes or benefits from the compensation payable to SC under the provisions of this Agreement. As an independent contractor, SC agrees to indemnify and hold ACLC harmless from any and all claims that may be made against ACLC based upon any contention by any of SC's employees or employees of any third party contractor hired by SC, that an employer-employee relationship or a substitute therefore exists between the Parties for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

B. It is further understood and agreed by the Parties that SC, in the performance of its obligations hereunder, is subject to the control and direction of ACLC as to the designation of tasks to be performed and the results to be accomplished by the services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by SC for accomplishing such results.

C. If, in the performance of this Agreement, any third persons are employed by SC, such persons shall be entirely and exclusively under the direction, supervision, and control of SC. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by SC.

D. Nothing in this Agreement shall be construed as to create an exclusive relationship between SC and ACLC for the services to be provided. SC and ACLC may each independently represent, perform services for, or be employed by such additional persons or companies as each Party sees fit, provided that there is no conflict with the performance of services or the obligations of the Parties hereunder.

4. Standard of Performance. If SC assigns employees or contractors to perform services under this Agreement, SC shall assign only competent personnel to perform said services pursuant to this Agreement.

5. Time. SC shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of SC's obligations under this Agreement. Neither Party shall be considered in default of this Agreement, nor be entitled to additional compensation, to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

6. Assignment Prohibited. SC may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

7. Termination. ACLC and SC shall have the right to terminate this Agreement at any time by giving not less than thirty (30) days' notice of such termination to the other party. If ACLC gives such notice of termination, SC shall immediately cease rendering services pursuant to this Agreement and shall cancel all contracts with third parties providing services for SC pursuant to this Agreement.

8. Indemnity. SC shall indemnify, defend and hold harmless ACLC, its officers and employees from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by ACLC's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), to which any or all of them may be subjected, for death, personal injury or damage to real or personal property resulting from any negligent act or omission or willful misconduct of SC, its officers, employees, contractors or agents in connection with the performance or nonperformance of services by SC employees for ACLC under this Agreement, whether or not ACLC, its officers or employees reviewed, accepted or approved any service or work product performed or provided by SC employees, and whether or not such liabilities are litigated, settled or reduced to judgment.

SC shall, upon ACLC's request, defend at SC's sole cost any action, claim or suit or portion thereof which asserts or alleges any such liabilities, whether well founded or not and whether or not such action, claim or suit also asserts or alleges negligent or wrongful conduct by ACLC, its officers or employees, so long as the action, claim or suit alleges

negligence or misconduct by a SC officer or employee. If a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to the ACLC's negligence or willful misconduct separate and apart from any act or omission by a SC officer or employee, ACLC shall pay the portion of damages which is allocated to the ACLC's acts, negligence or willful misconduct. As used herein, the phrase "negligence or willful misconduct" shall not include the passive negligence of the ACLC, its officers or employees in reviewing, accepting or approving any service or work product performed or provided by SC employees.

9. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

10. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence or event. Failure by either Party to complain of any action or non-action on the part of the other Party or to declare the other in default, irrespective of how long such failure may continue, shall not be deemed to be a waiver of any rights hereunder.

11. No Third Party Beneficiaries. Nothing contained herein is intended, nor shall this Agreement be construed, as an agreement to benefit any third parties.

12. Ambiguities. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve its objectives and purposes. Captions on sections are provided for convenience only and shall not be deemed to limit, amend or affect the meaning of the provision to which they pertain, and shall be disregarded in the construction and interpretation of this Agreement. The Parties have each carefully reviewed this Agreement and have agreed to each term hereof. No ambiguity shall be presumed to be construed against either Party.

13. Entire Agreement. This document, including all Exhibits, contains the entire agreement between the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by ACLC and SC.

AGENDA 6

Minutes

MINUTES OF REGULAR MEETING OF THE
BOARD OF DIRECTORS
OF
AFFORDABLE COMMUNITY LIVING CORPORATION
A California Non Profit Public Benefit Corporation

A regular meeting of the Board of Directors of AFFORDABLE COMMUNITY LIVING CORPORATION, a California Non Profit Public Benefit Corporation (the “Corporation”) was held on December 12, 2023, at 10:30 a.m., at The Villa, 510 E. Katella Avenue, Orange, California 92867 pursuant to notice duly given.

1. Call to Order
2. Roll call. The following directors were present at the meeting:

Gary A. Brendzel
Dennis Kazarian
Barry Cole
Thomas LaCroix
John Yeandle
Aaron Brandenburg
Jess Maxcy
Ramon Rodriguez

Absent:
Jim Duffy

Who together constitute a quorum of the authorized number of directors of the Corporation.

Staff Present:

Richard Simonian
Shontele Simonian
Marla Merhab Robinson
Scott McReynolds
Aimee Molsberry

As a quorum of directors were present, Gary Brendzel called the meeting to order and Marla Merhab Robinson agreed to act as Secretary of the meeting and record the minutes.

3. No Board member reported having a conflict of interest on an agenda item.
4. There were no public comments on any topic not on the agenda.
5. Consent Calendar

Item 1: Election of Officers and Board Members

The slate of board and officers members were re-elected unanimously as presented to the meeting as follows:

Board Members:

Gary A. Brendzel - Chairman
Dennis Kazarian
John Yeandle
Barry Cole
Thomas LaCroix
Ramon Rodriguez
Jim Duffy
Aaron Brandenbuerg
Jess Maxcy

Officers:

Dennis Kazarian - President
Gary A. Brendzel - Chief Operating Officer, Vice-President
John Yeandle - Secretary
Richard Simonian - Executive Vice President
Shontele Simonian - Chief Financial Officer

Item 2: Acceptance of Audit and Election of Audit Committee Members.

Thomas LaCroix, Brad Carr and Jess Maxcy were unanimously appointed to the Audit Committee.

Item 3: Ratification of AVAG Board Members

The following were unanimously appointed as members of the Board of AVAG:

Ramon Rodriguez - Chairman
John Yeandle
Aaron Brandenburg
Glen Rudolph
Jim Duffy

Item 4: Approve the Term loan #6 Payoff, etc.

a. John Yeandle moved to approve Consent Calendar Items Nos. 5 through 8. Ramon Rodriguez seconded the motion. The motion was unanimously carried by the following roll call vote:

AYES: 7 BOARD MEMBERS: Gary A. Brendzel, Dennis Kazarian, John Yeandle, Barry Cole, Thomas LaCroix, Ramon Rodriguez, Aaron Brandenburg (abstaining as to item 5 only) and Jess Maxcy.

NOES: 0 BOARD MEMBERS

ABSENT: 1 BOARD MEMBERS

b. The Chairman pulled out items 5, 6, 7 and 8.

Item 5 Aaron Brandenburg spoke about a pilot solar program. John yeandle moved, and Ramon Rodriguez seconded, to allow Santiago Communities Inc. pilot solar program. Aaron Brandenburg abstained from voting on this as his company will work with Santiago Communities, Inc.

Item 6 Thomas LaCroix moved, Ramon Rodriguez, seconded to approve the purchase of the Mojave house.

Item 7 Aimee Molsberry reported on CPI, staff recommending 80% of CPI as an increase 3.24%. Thomas LaCroix moved, John Yeandle seconded, motion to follow staff recommendation. John Yeandle amended his motion to approve 80% of

annual CPI when determined. Thomas LaCroix seconded the motion, unanimous approval.

Item 8 hold motion to approve management company getting three bids for Mohjave paving and choose the lowest bid. John yeandle moved, Jess Maxcy seconded.

Item 6. Approval of Minutes. Approve minutes of meeting of August 2, 2023. Barry Cole moved and John Yeandle seconded the motion. Unanimously approved.

Item 7. New Business. No new business.

Item 8. Comments\Reports.

1. Aimee Molsberry gave the management report.
2. Shontele Simonian gave management contracts summary.
3. Shontele Simonian said nothing to add to audit.
- 4., Scott McReynolds gave the grant programs report
5. Scott McReynolds gave the veterans report.

Item 9. Closed Session. No items discussed.

Item 10. Adjournment.

There being no further business to come before the Board, Dennis Kazarian moved to adjourn, which was seconded by Barry Cole and unanimously carried. The meeting adjourned.

Marla Merhab Robinson
Secretary of the Meeting

APPROVED:

Gary A. Brendzel
Chairman