

REGULAR MEETING AGENDA - ORANGE COUNTY HOUSING FINANCE TRUST

WEDNESDAY, MARCH 17, 2021, 10:00 A.M.

HALL OF ADMINISTRATION - COMMISSION ROOM, FIRST FLOOR
333 W. Santa Ana Blvd., Santa Ana, California

JAMEY FEDERICO
Chair

LISA A. BARTLETT
Director

DON BARNES
Director

DOUG CHAFFEE
Director

DAVID PENALOZA
Director

FRED JUNG
Director

SHARI FREIDENRICH
Director

ED SACHS
Director

STEPHEN FAESSEL
Director

Trust Manager
Adam Eliason

Trust Counsel
Jacqueline Guzman

Clerk of the Trust
Robin Stieler

*This agenda contains a brief general description of each item to be considered. The Orange County Housing Finance Trust encourages public participation. Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, this meeting will be held both by teleconference and in person following strict social distancing guidelines. **To attend the meeting via teleconference please call: +1-213-306-3065; enter Access Code: 133 455 1438 followed by #.** For Attendee ID enter # (once you enter this code, you should be automatically connected to the call; you will remain on the line until the meeting begins). **PLEASE BE ADVISED; In order to ensure that staff has the ability to provide comments to the Directors in a timely manner, please submit your public comments by 5:00 p.m. Tuesday, March 16, 2021 to aeliason@ochft.org.** If you wish to comment on a specific agenda item, please identify the item number and your name in your email. General public comments will be addressed during the general public comment item on the agenda and read into the record. If you attend the meeting in person and wish to speak during public comment, please complete a Speaker Request Form and deposit it in the Speaker Form Return box located next to the Clerk. Speaker Forms are located on the table next to the entrance doors. Except as otherwise provided by law, no action shall be taken on any item not appearing in the agenda. When addressing the Orange County Housing Finance Trust, please state your name for the record prior to providing your comments. ****In compliance with the Americans with Disabilities Act, those requiring accommodation for this meeting should notify the Clerk of the Board's Office 72 hours prior to the meeting at (714) 834-2206*****

*All supporting documentation is available for public review online at:
www.OCHFT.org and in the office of the Clerk of the Board of Supervisors located in the
Hall of Administration Building, 333 W. Santa Ana Blvd., 10 Civic Center Plaza, Room 465,
Santa Ana, California 92701 during regular business hours,
8:00 a.m. - 5:00 p.m., Monday through Friday.*

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT CALENDAR ITEMS (Item 1):

1. Approve Orange County Housing Finance Trust minutes from the January 20, 2021 Meeting.

DISCUSSION ITEMS (Items 2-3):

At this time, members of the public may ask the Board to be heard on the following items as those items are called.

2. Approve contract with CSH for project financial feasibility analysis services not to exceed \$25,000.
3. Election of Vice Chair for remainder of Fiscal Year 2020/2021

HOUSING TRUST MANAGER REPORT (Item 4):

4. Oral Report from the Housing Trust Manager

PUBLIC COMMENTS:

At this time members of the public may address the Trust on any matter not on the agenda but within the jurisdiction of the Trust. The Trust or Chair may limit the length of time each individual may have to address the Trust.

DIRECTOR COMMENTS:

ADJOURNED:

NEXT MEETING: May 19, 2021 at 10:00 a.m.

Agenda Item 1

Minutes – January 20, 2021

Orange | Housing
County | Finance
Trust

**REGULAR MEETING SUMMARY ACTION MINUTES
ORANGE COUNTY HOUSING FINANCE TRUST**

Wednesday, January 20, 2021, 10:00 A.M.

VACANT
Chair

ANDREW DO
Vice Chair

DON BARNES
Director

DOUG CHAFFEE
Director

STEPHEN FAESSEL
Director

SHARI FREIDENRICH
Director

FRED JUNG
Director

DAVID PENALOZA
Director

ED SACHS
Director

Trust Manager
Adam Eliason

Trust Counsel
Jacqueline Guzman

Clerk of the Trust
Robin Stieler

ATTENDANCE: Directors Do, Chaffee, Faessel, Federico, Freidenrich, Jung, Penaloza and Sachs via WebEx

ABSENT: Director Barnes

PRESENT: Trust Counsel
Clerk of the Trust

Jacqueline Guzman
Robin Stieler

CALL TO ORDER

The Vice Chair called the meeting to order at 10:02 A.M.

PLEDGE OF ALLEGIANCE

The Vice Chair led the pledge of allegiance

ROLL CALL

The Clerk called the roll and confirmed quorum

CONSENT CALENDAR ITEMS (Item 1)

1. Approve Orange County Housing Finance Trust minutes from the September 16, 2020 Meeting
ON THE MOTION OF DIRECTOR SACHS, SECONDED BY DIRECTOR FAESSEL, BY A VOTE OF 8 TO 0, WITH DIRECTOR BARNES BEING ABSENT, APPROVED THE ORANGE COUNTY HOUSING FINANCE TRUST MINUTES FROM THE SEPTEMBER 16, 2020 MEETING

DISCUSSION ITEMS (Items 2-8):

2. Receive and file State funding advocacy update from Platinum Advisors
RECEIVED ORAL REPORT FROM DARIUS ANDERSON, PLATINUM ADVISORS REGARDING STATE FUNDING ADVOCACY
3. Approve amendment one to contract with Platinum Advisors for advocacy and lobbying efforts, extending term to June 30, 2021
ON THE MOTION OF DIRECTOR SACHS, SECONDED BY DIRECTOR FAESSEL, BY A VOTE OF 8 TO 0, WITH DIRECTOR BARNES BEING ABSENT, APPROVED ITEM AS RECOMMENDED
4. Approve contract with Eide Bailly, LLP for independent audit services, FYs 2019/2020 and 2020/2021 (not to exceed \$15,500 per fiscal year)
ON THE MOTION OF DIRECTOR CHAFFEE, SECONDED BY DIRECTOR PENALOZA, BY A VOTE OF 8 TO 0, WITH DIRECTOR BARNES BEING ABSENT, APPROVED ITEM AS RECOMMENDED
5. Approve addition of budget item to Trust FY 2020/2021 for insurance (\$6,200); approve proposal from Alliant Insurance Services for the provision of insurance coverage
ON THE MOTION OF DIRECTOR FEDERICO, SECONDED BY DIRECTOR CHAFFEE, BY A VOTE OF 8 TO 0, WITH DIRECTOR BARNES BEING ABSENT, APPROVED ITEM AS RECOMMENDED
6. Approve project funding reallocation to the 2020 Orange County Housing Finance Trust Notice of Funding Availability (NOFA)
ON THE MOTION OF DIRECTOR PENALOZA, SECONDED BY DIRECTOR FEDERICO, BY A VOTE OF 8 TO 0, WITH DIRECTOR BARNES BEING ABSENT, APPROVED ITEM AS RECOMMENDED WITH AUTHORIZATION DELEGATED TO TRUST MANAGER TO AMEND REALLOCATION TABLE TO SWAP REDUCTION AMOUNTS BETWEEN THE FX RESIDENCES AND NORTH HARBOR VILLAGE PROJECTS PROVIDING THE SWAP WOULD RESULT IN NO ADVERSE IMPACTS
7. Approve 2021 Affordable and Permanent Supportive Housing Notice of Funding Availability (NOFA) to finance the development of affordable and permanent supportive housing; and authorize issuance of NOFA on January 25, 2021
ON THE MOTION OF DIRECTOR CHAFFEE, SECONDED BY DIRECTOR FAESSEL, BY A VOTE OF 8 TO 0, WITH DIRECTOR BARNES BEING ABSENT, APPROVED ITEM AS RECOMMENDED
8. Election of Chair for remainder of Fiscal Year 2020/2021
ON THE MOTION OF DIRECTOR SACHS, SECONDED BY VICE CHAIR DO, BY A VOTE OF 8 TO 0 WITH DIRECTOR BARNES BEING ABSENT, THE BOARD NOMINATED AND ELECTED DIRECTOR FEDERICO AS CHAIR OF THE TRUST FOR THE REMAINDER OF FISCAL YEAR 2020/2021

HOUSING TRUST MANAGER REPORT (Item 9)

9. Oral Report from the Housing Trust Manager

MARSHALL MONCRIEF, CEO OF MIND OC, PROVIDED INFORMATION ON OPENING THE FIRST OF THREE BE WELL OC CLINICS AND THE OPPORTUNITY TO PARTNER WITH THE TRUST'S EFFORTS TO ADDRESS HOMELESSNESS THROUGH HOUSING AND BE WELL'S EFFORTS TO PROVIDE MENTAL HEALTH AND SUBSTANCE ABUSE DISORDER TREATMENT

TRUST MANAGER PROVIDED AN UPDATE ON THE SEVEN PROJECTS AWARDED FUNDING LAST YEAR FOR AFFORDABLE AND PERMANENT SUPPORTIVE HOUSING; THREE OF THE PROJECTS ARE MOVING QUICKLY TOWARD CLOSING CONSTRUCTION LOANS AND THE OTHER FOUR PROJECTS ARE ALSO MOVING FORWARD AS WELL

TRUST MANAGER PROVIDED AN UPDATE TO THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) HOUSING COMMITTEE MEETING AND PRESENTED A REPORT TO SCAG ON THE TRUST'S MISSION, VISION AND STRATEGY; OTHER HOUSING TRUSTS WITHIN THE SCAG REGION ALSO PARTICIPATED AND WERE INTERESTED IN HOW A REGIONAL HOUSING FINANCING TRUST MIGHT ALIGN WITH SCAG'S REGIONAL HOUSING GOALS

PUBLIC & TRUST COMMENTS:

PUBLIC COMMENTS:

None

DIRECTOR COMMENTS

None

ADJOURNED: 11:12 A.M.

NEXT MEETING: March 17, 2021, 10:00 A.M.

ANDREW DO
Vice Chair, Orange County Housing Finance Trust

ROBIN STIELER
Clerk of the Orange County Housing Finance Trust

Agenda Item 2

CSH contract for services

REQUEST FOR ORANGE COUNTY HOUSING FINANCE TRUST (TRUST) BOARD ACTION

MEETING DATE: March 17, 2021

SUBJECT: Approve contract with CSH for project financial feasibility analysis services not to exceed \$25,000.



Adam B. Eliason, Manager

RECOMMENDED ACTION:

1. APPROVE CONTRACT WITH CSH FOR PROJECT FINANCIAL FEASIBILITY ANALYSIS SERVICES NOT TO EXCEED \$25,000.

BACKGROUND:

The Trust is currently in the middle of its 2021 Notice of Funding Availability (NOFA) process. The 2021 NOFA provides \$11 million in capital funding for affordable and permanent supportive housing projects. Applications for funding through the 2021 NOFA were due on March 15th. Staff and Trust consultants will begin reviewing those applications before recommending project funding to the Board at the May 2021 meeting.

Each project application will be reviewed by the Trust Manager, County Health Care Agency Staff, a County Affordable Housing Development Manager, the County Accounting Manager, and a consultant specializing in the project financial feasibility and understanding of Mental Health Services Act (MHSA) funding rules and regulations.

The project financial feasibility analysis is a critical part of the application review to ensure that each project meets the Trust's threshold requirements and that each project is financially viable.

During the 2020 NOFA review process, CSH provided project financial feasibility analysis services to the Trust through their contract with the County. At the time, the Trust had a payment agreement with the County of Orange and therefore did not separately contract or pay for CSH services.

Since 2008 CSH has provided project financial feasibility analysis services to the County of Orange. However, since the Trust is now financially independent the Trust must contract for these services directly.

The Trust NOFA includes MHSA funding. The Trust MHSA funding terms mirror the County MHSA funding terms. CSH is the County consultant knowledgeable in MHSA funding and has provided a range of housing technical assistance including underwriting applications for supportive housing funding and operating subsidies. CSH also creates policy documents and plans such as the County Affordable Housing Strategic Plan and Supportive Housing Funding Strategy with a 2,700 supportive housing unit goal and accompanying financial model that has been adopted by the Trust.

Because of this, CSH has a unique familiarity with the underwriting criteria and regulations for MHSA funding and may have already reviewed some of the projects applying for Trust funding through the 2021 NOFA, having previously reviewed them on behalf of the County. This provides the Trust with not only speed and accuracy, but also cost savings by contracting with CSH since they will not have to spend as much time familiarizing themselves with the terms and underwriting criteria relative to both the Trust and the County.

Additionally, CSH is well suited for this type of consultant services. CSH assists with a wide range of city, county, state, and federal governments, and other mainstream systems on implementing health and social service policies benefitting homeless populations.

As part of the 2020 NOFA review process, CSH prepared a process and review tool for funding application review and loan underwriting analysis that is specific to the needs of the Trust. This process and review tool can be quickly updated and implemented with very little lead time for use in reviewing the 2021 NOFA applications.

CSH has provided a proposal (Attachment A) that includes the following services:

- Review and summarize the project financial feasibility of up to 10 applications for funding submitted under the 2021 NOFA;
- Provide technical assistance, loan recommendations, and conditions for project approval;
- Participate in Application Review Committee meeting and discussions; and,
- Assist in the preparation of the staff report to the Board recommending funding awards.

CSH anticipates up to ten (10) applications will need to be reviewed and has provided a budget of \$2,250.00 per application reviewed. If the Trust does not receive ten applications that need to be reviewed, there will be cost savings to the Trust for this contract. The proposal also provides for \$2,500 for CSH to participate in a meeting with the Application Review Committee and at the May Board meeting.

The Board-approved budget includes \$30,000 for this specific contract service. The staff has reviewed the proposal and recommends that the Trust approve a contract (Attachment B) with CSH for an amount not to exceed \$25,000 for project financial feasibility analysis services for the 2021 NOFA applicants.

ATTACHMENTS:

Attachment A – CSH proposal for project financial feasibility analysis services.

Attachment B – Professional Services Agreement between CSH and the Trust.



I. Request to the Orange County Housing Finance Trust: CSH respectfully requests to enter into a contract in the amount of up to \$25,000 with the Orange County Housing Finance Trust (OCHFT) to provide technical assistance and financial feasibility analysis services for up to ten (10) projects that submit an application for funding to OCHFT under its Notice of Funding Availability (NOFA). If awarded the proposed contract, CSH will implement the proposed Scope of Work (SOW) detailed in Section III of this proposal. We will work with OCHFT to finalize the approach, methods, and timeline, with a focus on prioritization and sequencing of consulting services to ensure the greatest impact. CSH's unique, collaborative approach is grounded in our core values as an agency. If you have any questions or require further information, please contact Simonne Ruff, CSH Director, at (619) 800-3436 or simonne.ruff@csb.org.

II. CSH Background and Experience: Founded in 1991, CSH's mission is to advance solutions that use housing as a platform for services to improve the lives of the most vulnerable people, maximize public resources and build healthy communities. CSH provides assistance to city, county, state, and federal governments and other mainstream systems on implementing health and social service policies benefitting homeless populations. Our work stems from our fundamental belief that supportive housing is the solution to ending homelessness for those individuals who face the most complex challenges, such as physical and behavioral health conditions and substance use disorders. We offer capital, expertise, information, and innovation that allow our partners to use supportive housing to achieve stability, strength, and success for people most in need.

CSH accomplishes our mission through the delivery of our four core services: 1) Training and Education: CSH enriches the industry with research-backed tools, trainings and knowledge sharing; 2) Lending: CSH galvanizes supportive housing solutions with powerful capital funds, specialty loan products and development expertise; 3) Consulting and Technical Assistance: CSH collaborates on custom community planning and cutting-edge innovations; and 4) Policy Reform: CSH engages government leaders and public agencies through systems reform, policy collaboration and advocacy.

CSH staff are experts in the development of supportive housing, and, because of our familiarity and enhanced knowledge of the specific project details of proposed supportive housing developments and developers in Orange County, we can complete our underwriting review quickly and efficiently. We have developed a process and review tool for funding application review and loan underwriting analysis that is client-specific and allows for a comprehensive risk/public benefit analysis for supportive housing developments. This process and review tool was previously developed for OCHFT and can be quickly updated and implemented with very little lead time. Below are several examples of relevant work CSH has led in communities across the country, including Orange County, demonstrating both our expertise and capacity to implement the SOW detailed in this proposal.

- Under ongoing contracts with **Orange County Community Resources (OCCR)** beginning in 2008, CSH provides a range of housing technical assistance (TA), including underwriting applications for supportive housing funding and operating subsidies, creating policy documents and plans (including a 2015 Affordable Housing Strategic Plan; a 2018 Supportive Housing Funding Strategy with a 2,700 supportive housing unit

goal and accompanying financial model; and a 2018 No Place Like Home Addendum to the Housing Funding Strategy). CSH assists OCCR staff in: planning and implementing multi-family and single-family affordable housing development Requests for Proposals (RFPs) and NOFAs; financial analysis of existing projects and programs; and developing policies/procedures to underwrite and recommend housing development projects or programs, including for the OCCR Supportive Housing NOFA as well as the **Orange County Housing Finance Trust**. CSH is also training OCCR staff in affordable housing development practices and assisting with review and comment on legislative issues around affordable housing. Finally, CSH is providing OCCR staff with TA regarding the MHSA and the Local Government Special Needs Housing Program (SNHP), as well as the competitive and non-competitive No Place Like Home (NPLH) program, including modeling and strategies focused on maximizing production of supportive housing in Orange County. CSH has also provided a range of intensive TA

- Over the past eight years, CSH has been awarded 22 **U.S. Department of Housing and Urban Development (HUD)** TA contracts, valued at over \$28 million, assisting Continuums of Care (CoCs), HUD customers, public housing authorities, government stakeholders, and nonprofits in creating affordable housing and ending homelessness for a range of populations (chronic, veterans, families, and youth). CSH has worked closely with HUD Headquarters and local offices, under the demand response system, responding to HUD-identified needs and customers' request for TA nationally. Our systems change work has resulted in well-designed supportive housing projects and coordinated entry (CE) processes, and hundreds of supportive housing and other affordable housing units. CSH has pioneered efforts to improve the health and housing stability of residents of HUD-assisted housing, and we are a nationally recognized leader in establishing effective models and best practices in housing and services for populations experiencing homelessness. Our TA experience and local community TA exhibits our capacity to provide simultaneous onsite and remote direct TA engagements in multiple jurisdictions nationally. We have worked in 48 states and over 300 communities across three regions of the country. This work includes direct TA to CoCs and their partners to end chronic, veterans, family, and youth homelessness, and a range of direct TA to providers and developers to build their capacity and to create viable plans to create more supportive housing and other affordable housing. We have assisted Public Housing Authorities (PHAs) in making policy and administrative changes and creating new funding programs for supportive housing. We have provided TA to HUD customers around Fair Housing and Olmstead compliance; and have offered TA to CoCs to improve governance and CoC functioning. Since 2014, CSH has conducted 317 needs assessments; provided 791 direct TA engagements; developed 111 new tools; and held 1,036 group learning sessions.
- **Leveraging national and local funding expertise in project underwriting.** CSH's work nationally and in California necessitates a strong expertise in federal, local, and state housing and service funding streams in order to advise project sponsors in how to successfully access and blend numerous funding programs. CSH regularly guides sponsors and service providers in the difficult task of cobbling together available funding and maximizing draw down of these funds. CSH has a dedicated Community Investment team, with staff embedded in local offices throughout the country, which utilizes a standardized, rigorous process for project underwriting and has developed a battery of tools and written guidance to underwrite projects that apply for CSH grants and predevelopment/acquisition loans.



- **Supportive housing funding guidance.** CSH regularly disseminates information about NOFAs of interest to supportive housing practitioners. This service makes large federal funding NOFAs more digestible for housing developers, service providers, project sponsors, and Continuum of Care. We use webinars, conference calls, website postings, and our newsletter to disseminate summaries of funding opportunities. CSH also analyzes any changes in the funding program from one year to the next, including eligibility, funding uses, funding levels, match requirements, and other pertinent changes.

III. Scope of Work: The SOW will include the following services, as mutually agreed upon by OCHFT in advance of contract execution. CSH will submit all reports in an electronic format agreed upon by the OCHFT staff, by the 15th of every month that technical assistance is provided.

Task 1: CSH will review and provide a summary report regarding the Financial Feasibility of up to 10 applications for funding submitted to OCHFT under its NOFA, summarizing the review of OCHFT applications submitted by April 30, 2021, including a summary of other funding sources anticipated for the project, the timelines of those funding sources and if that funding is conditionally committed, committed or denied.

Task 2: Meet with OCHFT staff in April/early May 2021 to review the summary report of developer applications seeking OCHFT capital funding.

Task 3: Assist OCHFT staff on the preparation of the Staff Report for the May 2021 OCHFT Board Meeting and participate in the meeting, as requested.

Task 4: Communicate with OCHFT staff and the NOFA Review Panel, as required to provide technical assistance, loan recommendations and conditions for project approval.

IV. Budget:

The proposed budget of up to a maximum of \$25,000 as detailed below:

- 1) CSH reviewing and providing a summary report on up to 10 OCHFT applications (at \$2,250 per application reviewed), in accordance with the SOW detailed in Section III above; and
- 2) CSH's participation in one meeting with OCHFT staff to review our report, as well as one OCHFT Board meeting, as requested.

Additional technical assistance can be provided for additional tasks if OCHFT staff make a specific written request at a rate of \$190/hour.

**CONTRACT BETWEEN
THE ORANGE TRUST HOUSING TRUST
AND
CORPORATION FOR SUPPORTING HOUSING
FOR
TECHNICAL ASSISTANCE & FINANCIAL FEASIBILITY ANALYSIS SERVICES**

This “Contract” is made and entered into as of the date fully executed by and between the Orange Trust Housing Finance Trust, a California public agency formed pursuant to California Government Code section 6500 *et seq.* with a place of business at 1 League #62335, Irvine CA 92602; hereinafter referred to as “Trust”, and Corporation for Supportive Housing, with a place of business at 61 Broadway, Suite 2300 New York, NY 10006; hereinafter referred to as “Contractor”, with Trust and Contractor, sometimes individually referred to as “Party” or collectively referred to as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated herein by this reference:

Attachment A- Scope of Work

Attachment B- Compensation / Payment

ARTICLES

I. ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract, including Attachments A (Scope of Work) and B (Compensation/Payment), (collectively, “Attachments”), specify the contractual terms and conditions by which Contractor shall provide the services described in the Contract and Attachments. Contractor represents, warrants, and covenants that it shall perform the services described in the Contract and Attachments.
2. **Term of Contract:** This Contract shall commence upon approval by the Trust and execution of all necessary signatures, and shall be effective until June 30, 2022, unless otherwise terminated by Trust in accordance with the terms of Section H – Termination.
3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the Trust, or designee.
4. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the Trust may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section H herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

- d) Offset against any monies billed by the Contractor but yet unpaid by the Trust those monies disallowed pursuant to the above.
5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
6. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the Trust. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence Trust staff or elected officers from acting in the best interests of the Trust.
7. **Conflict of Interest – Trust Personnel:** Trust policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract employ any Trust employee for any purpose.
8. **Contractor’s Primary Contacts and Key Personnel:** Contractor shall appoint a Primary contact to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract: The Primary Contacts for services and for financial matters are listed below:
- a. Primary contact at Trust for services will be:
 - i. Adam Eliason
 - ii. 909.706.7193
 - b. Project contact at CSH for financial services is:
 - i. Simmonne Ruff
 - ii. 619.232.3194
9. **Contractor’s Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange Trust for a period of three (3) years after final payment is received from the Trust. Storage of records in another Trust will require written approval from the Trust, or designee.
10. **Subcontractor:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Trust. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the Trust shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the Trust to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. The Trust shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the Trust. Contractor agrees that any subcontractor shall disclose and seek informed consent for any conflict of interest as required under law and/or rule under the California Rules of Professional Conduct, including but not limited to Rule 1.7, as applicable. Contractor and Subcontractor further represent and warrants that they do not have a conflict of interest under Rule 1.7 of the California Rules of Professional Conduct.

11. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the Trust. The Trust assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the Trust are expressly stated in the Contract.
12. **Data – Title To:** All materials, documents, data or information obtained from the Trust data files or any Trust medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the Trust. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the Trust. All materials, documents, data or information, including copies, must be returned to the Trust at the end of this Contract.
13. **Disputes – Contract:**
 - A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the Trust’s Housing Manager, such matter shall be brought to the attention of the Trust Board of Directors for final consideration.
14. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Trust with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the Trust shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the Trust in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the Trust provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
15. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Corporation for Supportive Housing
61 Broadway, Suite 2300
New York, NY 10006
Contact: Simonne Ruff
Phone: 619-232-3194
Email: simonne.ruff@csh.org

Trust:

Orange Trust Housing Finance Trust
1 League #62335
Irvine, CA 92602
Contact: Adam Eliason
Phone: 909-706-7191
Email: Adam.Eliason@ochft.org

16. **Ownership of Documents:** The Trust has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the Trust and may be used by the Trust as it may require without additional cost to the Trust. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the Trust.
17. **Termination – Orderly:** After receipt of a termination notice from the Trust, the Contractor may submit to the Trust a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the Trust upon written request of the Contractor. Upon termination Trust agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
18. **Usage:** No guarantee is given by the Trust to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the Trust, at rates/prices listed in the Contract, regardless of quantity requested.
19. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
20. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the Trust through the Trust's Project Manager.
21. **Waivers – Contract:** The failure of the Trust in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
22. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid being deemed non-responsible.

23. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Contractor Project Manager and key personnel attached hereto, prior to submission to the Trust. Contractor agrees that Trust review is discretionary, and Contractor shall not assume that the Trust will discover errors and/or omissions. If the Trust discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the Trust or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after Trust approval thereof, Trust approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the Trust and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.
24. **Follow-On Work - Services Contract:** No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.
25. **Precedence:** The Contract documents consist of this Contract and the Attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then Attachment A (Scope of Work), then Attachment B (Compensation/Payment), and finally Attachment C (Vendor Proposal).

I. GENERAL TERMS AND CONDITIONS

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange Trust, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another Trust.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on Trust unless authorized by Trust in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any Trust employee or agent, including but not limited to installers of software, shall not be valid or binding on Trust unless accepted in writing by Trust, or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on Trust unless authorized by Trust in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

- E. **Acceptance Payment:** Unless otherwise agreed to in writing by Trust, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of Trust, and 2) payment shall be made in arrears after satisfactory acceptance.
- F. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of Trust. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of Trust shall be invalid and shall constitute a breach of this Contract.
- G. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- H. **Termination:** In addition to any other remedies or rights it may have by law, Trust has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by Trust of its right to terminate the Contract shall relieve Trust of all further obligation.
- I. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- J. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of Trust. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through Trust.
- K. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to Trust's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of Trust required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- L. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the Trust that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the Trust during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this

Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by Trust from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by Trust representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the Trust's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the Trust harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the Trust at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer, and the Trust was the insured.

If the Contractor fails to maintain insurance acceptable to the Trust for the full term of this Contract, the Trust may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***Trust of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the Trust of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***Trust of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the Trust of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify Trust in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to Trust. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the Trust may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

Trust expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by Trust of Orange Risk Manager as appropriate to adequately protect Trust.

Trust shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with Trust incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and Trust shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- M. **Changes:** Contractor shall make no changes in the work or perform any additional work without the Trust's specific written approval.

- N. **Change of Ownership/Name, Litigation Status, Conflicts with Trust Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the Trust agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the Trust.

Trust reserves the right to immediately terminate the Contract in the event the Trust determines that the assignee is not qualified or is otherwise unacceptable to the Trust for the provision of services under the Contract.

In addition, Contractor has the duty to notify the Trust in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the Trust in writing if the Contractor becomes a party to any litigation against the Trust, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and Trust that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the Trust any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the Trust of its status in these areas whenever requested by the Trust.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with Trust interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence Trust staff or elected officers in the performance of their duties.

- O. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to Trust within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- P. **Confidentiality:** Contractor agrees to maintain the confidentiality of all Trust and Trust-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents, and employees.
- Q. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by Trust in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by Trust. Contractor acknowledges that Trust is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold Trust and Trust Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- R. **Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- S. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs, and expenses.
- T. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- U. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by Trust, and hold harmless, the Trust, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the Trust or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- V. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by Trust, and hold Trust, its elected and appointed officials, officers, employees, agents and those special districts and agencies which Trust's Board of Supervisors acts as the governing Board, harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and Trust by a court of competent jurisdiction because of the concurrent active negligence of Trust or Trust Indemnitees, Contractor and Trust agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- W. **Audits/Inspections:** Contractor agrees to permit the Trust's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the Trust) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The Trust will provide reasonable notice of such an audit or inspection.
- The Trust reserves the right to audit and verify the Contractor's records before final payment is made.
- Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the Trust to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the Trust's project manager.

- X. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to Trust; and inclusion of sufficient funding for the services hereunder in the budget approved by Trust's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, Trust may immediately terminate or modify this Contract without penalty.

- Y. **Expenditure Limit:** The Contractor shall notify the Trust of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The Trust will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

- Signature Page Follows -

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

CORPORATION FOR SUPPORTIVE HOUSING

** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.*

The first corporate officer signature must be one of the following 1) the Chairman of the Board 2) the President 3) any Vice President.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Print Name *Title*

Signature *Date*

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

Print Name *Title*

Signature *Date*

Orange County Housing Finance Trust, a California public agency formed pursuant to California Government Code section 6500 *et. seq.*

Adam B. Eliason Manager

Print Name *Title*

Signature *Date*

APPROVED AS TO FORM
TRUST COUNSEL

BY  _____

Dated _____ 03122021

Attachment A

Scope of Work

INTRODUCTION:

In 2019, the Trust of Orange (Trust), along with certain cities within the geographic boundaries of the Trust, have, pursuant to AB 448, formed a Joint Powers Authority (JPA) known as the Orange Trust Housing Finance Trust (Trust). Pursuant to the JPA agreement, the Trust agrees to provide administrative support services to the Trust through June 30, 2020. The Trust requires the expertise of an experienced consultant to provide technical assistance and financial services for all projects that submit an application for funding to the Trust under its Notice of Funding Availability (NOFA). Therefore, as part of the administrative duties required by the JPA, the Trust, through its OC Community Resources (OCCR) Department, will administer this contract on behalf of and at the direction of the Trust Board of Directors.

SCOPE OF WORK:

The Scope will include the following services, as mutually agreed upon by Trust in advance of contract execution. CSH will submit all reports in an electronic format agreed upon by the Trust staff, by the 15th of every month that technical assistance is provided.

Task 1: CSH will review and provide a summary report regarding the Financial Feasibility of up to 10 applications for funding submitted to Trust under its NOFA, summarizing the review of Trust applications submitted by April 30, 2021, including a summary of other funding sources anticipated for the project, the timelines of those funding sources and if that funding is conditionally committed, committed or denied.

Task 2: Meet with Trust staff in April/early May 2021 to review the summary report of developer applications seeking Trust capital funding.

Task 3: Assist Trust staff on the preparation of the Staff Report for the May 2021 Trust Board Meeting and participate in the meeting, as requested.

Task 4: Communicate with Trust staff and the NOFA Review Panel, as required to provide technical assistance, loan recommendations and conditions for project approval.

CSH will review and provide a summary report on up to 10 (ten) Trust applications (at \$2,250 per application reviewed), in accordance with the SOW detailed in above tasks; and

CSH's participation in one meeting with Trust staff to review report, as well as one Trust Board meeting, as requested.

Additional technical assistance can be provided for additional tasks upon written request by Trust staff for approved hourly rate as indicated in Attachment B, Compensation/Payment.

Attachment B

Compensation/Payment

- I. COMPENSATION:** This is a Contract between the Trust and Contractor for Finance Services, as needed and as set forth in the Contract and Attachments.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. The Trust shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with the Trust contract terms and conditions Trust will pay the contract amount in accordance with the provisions of this Contract. Work schedule to be discussed and agreed upon by Trust.

Hourly rate: \$190.00/hour

Total Contract Amount not to exceed \$25,000.00 (twenty-five thousand dollars)

- II. Price Increase/Decrease:** No price increases will be permitted during the term of the Contract. The Trust requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the Trust of Orange. The Trust may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- III. Contractor's Expense:** Included in the compensation set forth in this Contract are all expenses of any kind that might be incurred by Contractor or arise from the Contract. The Contractor will be responsible for all costs related to photo copying, telephone communications, and fax communications while on Trust sites during the performance of work and services under this Contract. The Trust will not provide free parking for any service in the Trust Civic Center.
- IV. Payment Terms - Invoices/Payment In-Arrears:** Invoices are to be submitted in arrears as specified under Section VI – "Billing Instructions", unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the Trust and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.
- Billing shall cover services not previously invoiced. The Contractor shall reimburse the Trust of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.
- Payments made by the Trust shall not preclude the right of the Trust from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.
- V. Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the Trust for payment to ensure compliance with IRS requirements and to expedite payment processing.
- VI. Billing Instructions:** The Contractor will provide an invoice on the contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:
1. Contractor's name and address

2. Contractor's remittance address, if different from 1, above
3. Name of Trust agency/department codes
4. Agency/department address
5. Contract Number
6. Federal Tax I.D. Number
7. Date of service
8. Service Description
9. Total

Billing Address: All invoices shall be billed to:

OC Community Resources
Attn: OCHFT Accounts Payable
601 N Ross Street, 6th Floor
Santa Ana, CA 92701

VII. Payment (Electronic Funds Transfer (EFT)):

The Trust of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the Trust of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in the Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

Agenda Item 3
Election of Vice-Chair

REQUEST FOR ORANGE COUNTY HOUSING FINANCE TRUST (TRUST) BOARD ACTION

MEETING DATE: March 17, 2021

SUBJECT: Election of Vice Chair for the remainder of Fiscal Year 2020/2021



Adam B. Eliason, Manager

RECOMMENDED ACTION:

ELECTION OF VICE CHAIR FOR THE REMAINDER OF FISCAL YEAR 2020/2021

BACKGROUND:

Vice Chair Andrew Do has been appointed to the Chairman of the County of Orange Board of Supervisors and has therefore appointed in his place, Supervisor Lisa A. Bartlett to the Trust Board. Therefore, it is necessary to hold an election of the Board of Directors to fill the Vice Chair position currently being held by a County member. For consistency, any member nominated for Vice Chair should be a County member. The new Vice Chair will serve the remaining months until the next annual election is held in July 2021.

Chair Federico will conduct the election process and the Clerk of the Trust will record the election results.