

REGULAR MEETING AGENDA - ORANGE COUNTY HOUSING FINANCE TRUST

WEDNESDAY, MAY 19, 2021, 10:00 A.M.

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

**JAMEY FEDERICO**  
Chair

**DOUG CHAFFEE**  
Vice Chair

**DON BARNES**  
Director

**LISA A. BARTLETT**  
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**

*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. Two options to attend remotely, (1) Telephone: (415) 655-0001; enter 177 028 4693 followed by #. Attendee ID enter #. (2) Video: Use this link: <https://ocgov.webex.com/ocgov/onstage/g.php?MTID=e22cb89e169383b4472cfa648685e476> PLEASE BE ADVISED; To ensure that staff can provide comments to the Directors in a timely manner, please submit your public comments by 5:00 p.m. Tuesday, May 18, 2021 to [aeliason@ochft.org](mailto: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](http://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 March 17, 2021 Meeting

**DISCUSSION ITEMS (Items 2-5):**

*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 professional services agreement with CivicStone, LLC to provide management and administrative services to the Orange County Housing Finance Trust (not to exceed \$240,000)
3. Receive the State funding advocacy update from Platinum Advisors
4. Approve 2021 Orange County Housing Finance Trust Notice of Funding Availability (NOFA) projects for project funding; waive per-project maximum funding amount for Paseo Adelanto (not to exceed \$3,303,314.50); and authorize Trust Manager to execute a contingent Letter of Intent to funding awardees and modify final LHTF project funding reallocation formula under certain conditions
5. Approve a waiver of City Member contributions for Fiscal Year 2021-22; and approve Fiscal Year 2021-22 Orange County Housing Finance Trust Budget

**HOUSING TRUST MANAGER REPORT (Item 6):**

6. 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:** July 21, 2021 at 10:00 a.m.

Agenda Item 1  
Minutes – March 17, 2021

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

**Wednesday, March 17, 2021, 10:00 A.M.**

**JAMEY FEDERICO**  
Chair

**DON BARNES**  
Director

**LISA A. BARTLETT**  
Director

**DOUG CHAFFEE**  
Director

**STEPHEN FAESSEL**  
Director

**SHARI FREIDENRICH**  
Director

**FRED JUNG**  
Director

**DAVID PENALOZA**  
Director

**ED SACHS**  
Director

Trust Manger  
Adam Eliason

Trust Counsel  
Jacqueline Guzman

Clerk of the Trust  
Robin Stieler

ATTENDANCE: Directors Federico, Bartlett, Chaffee, Faessel, Freidenrich, Jung, Penaloza and Sachs

ABSENT: Director Barnes

PRESENT: Trust Counsel  
Clerk of the Trust

Jacqueline Guzman  
Robin Stieler

**CALL TO ORDER**

The Chair called the meeting to order at 10:01 A.M.

**PLEDGE OF ALLEGIANCE**

The Chair led the pledge of allegiance

**ROLL CALL**

The Clerk called the roll and confirmed quorum

**CONSENT CALENDAR (Item 1)**

1. Approve Orange County Housing Finance Trust minutes from the January 20, 2021 Meeting.  
**ON THE MOTION OF CHAIR FEDERICO, SECONDED BY DIRECTOR FREIDENRICH, BY A VOTE OF 7 TO 0, WITH DIRECTORS BARNES AND PENALOZA BEING ABSENT, APPROVED THE ORANGE COUNTY HOUSING FINANCE TRUST MINUTES FROM THE JANUARY 20, 2021 MEETING**

**DISCUSSION ITEMS (Items 2-3):**

2. Approve contract with CSH for project financial feasibility analysis services not to exceed \$25,000.  
**ON THE MOTION OF DIRECTOR FAESSEL, SECONDED BY DIRECTOR SACHS, BY A VOTE OF 8 TO 0, WITH DIRECTOR BARNES BEING ABSENT, APPROVED THE CONTRACT WITH CSH**
3. Election of Vice Chair for remainder of Fiscal Year 2020/2021  
**ON THE MOTION OF DIRECTOR BARTLETT, SECONDED BY DIRECTOR FREIDENRICH, BY A VOTE OF 8 TO 0, WITH DIRECTOR BARNES BEING ABSENT, THE BOARD NOMINATED AND ELECTED DIRECTOR CHAFFEE AS VICE CHAIR OF THE TRUST FOR THE REMAINDER OF FISCAL YEAR 2020/2021**

**HOUSING TRUST MANAGER REPORT (Item 4)**

4. Oral Report from the Housing Trust Manager

**THE DEADLINE FOR NOFA PASSED THIS WEEK AND A NUMBER OF APPLICATIONS WERE RECEIVED. THE REVIEW COMMITTEE WILL EVALUATE APPLICATIONS AND PROVIDE A MATRIX AND SCORING FOR THE NEXT TRUST BOARD MEETING**

**ONE PENDING PROJECT AWARDED FUNDING LAST YEAR HAS CLOSED ESCROW AND A SECOND PROJECT IS EXPECTED TO CLOSE ESCROW THIS MONTH**

**THE NOFA FOR 2021 WILL BE SIMILAR TO LAST YEAR AND TRUST MANAGER IS WORKING WITH LOBBYIST IN SACRAMENT FOR PROJECT FUNDING REQUEST FROM STATE**

**PUBLIC & TRUST COMMENTS:**

**PUBLIC COMMENTS**

None

**DIRECTOR COMMENTS**

None

**ADJOURNED:** 10:22 A.M.

**NEXT MEETING:** May 19, 2021, 10:00 A.M.

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***JAMEY FEDERICO***  
*Chair, Orange County Housing Finance Trust*

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***ROBIN STIELER***  
*Clerk of the Orange County Housing Finance Trust*

Agenda Item 2  
CivicStone contract

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

**MEETING DATE:** May 19, 2021

**SUBJECT:** Approve professional services agreement with CivicStone, LLC to provide management and administrative services to the Orange County Housing Finance Trust (not to exceed \$240,000).



Adam B. Eliason, Manager

**RECOMMENDED ACTION:**

1. APPROVE PROFESSIONAL SERVICES AGREEMENT WITH CIVICSTONE, LLC TO PROVIDE MANAGEMENT AND ADMINISTRATIVE SERVICES TO THE ORANGE COUNTY HOUSING FINANCE TRUST (NOT TO EXCEED \$240,000).

**BACKGROUND:**

In the first year of operation the County of Orange provided the various Trust formation, management and administrative costs including hiring CivicStone, LLC to lead the organizational and start up efforts. Anticipating the beginning of the Trust Member contributions starting on July 1, 2020, the Trust Board contracted with CivicStone, LLC to continue to provide ongoing management and administrative services needed for the Trust.

This Board action is in keeping with the Trust Joint Exercise of Powers Agreement Section 3(b)(2) & (9) which allow the Trust *“to contract for staff assistance”* and *“to engage in the services of private consultants to render professional and technical assistance and advice in carrying out the purposes of this Agreement.”*

In the past twelve months, CivicStone, LLC has initiated and accomplished the following tasks:

1. Prepared agendas/staff reports and conducted Board Meetings.



2. Applied and received on behalf of the Trust \$4,215,360 from the State of California for the development of affordable and permanent supportive housing (PSH) with \$210,768 awarded for Trust administrative funding.
3. Applied and awarded the Trust \$600,000 from Orange County Council of Governments (OCCOG) from their Regional Early Action Planning (REAP) grant for a variety of administrative actions of the Trust including capital funding applications and updates, developer outreach, policy and procedures, strategic plan updates, website/GIS mapping of affordable and supportive housing, and Trust membership updates.
4. Prepared and managed 2021 Notice of Funding Availability (NOFA) for \$11M million towards PSH and affordable housing.
5. Managed the first two 2020 NOFA project closings with and coordinated all related loan paperwork.
6. Represented the Trust at city council meetings, regional housing forums, seminars, workshops, committee meetings, etc.
7. Responded to developer and city inquiries regarding the Trust.
8. Worked with Trust lobbyists and State legislators to apply for additional State funding for Orange County.
9. Initiated and managed an independent audit.

#### **FY 2021-22 SCOPE OF SERVICES:**

The Agreement between the Trust and CivicStone, LLC (Attachment A) contains the scope of services, fee proposal, qualifications, and other supporting information to continue the ongoing work with CivicStone, LLC into 2021-2022 fiscal year.

This upcoming year includes previous services that are recurring and the introduction of some new services that will all be paid by REAP funds. Some of the services outlined below are not eligible costs under the REAP grant and therefore need to be paid by Member fees of Local Housing Trust Fund (LHTF) administrative grant funding. The following list of services are anticipated for FY 2021-2022:

1. Finalize the award of the 2021 Trust Notice of Funding Availability (NOFA) for \$11 million and coordinate the preparation of Trust loan documents and loan closings (REAP).
2. Initiate and manage the 3<sup>rd</sup> Trust NOFA (\$10 million) for the development of affordable and supportive housing (REAP).
3. Continue to work on grants, legislative and/or lobbying efforts to secure additional funding from the State for administrative and development funding (REAP).
4. Manage approved funding disbursements and compliance monitoring of funding both capital and administrative.

5. Manage the Ad Hoc Formation Committee to explore Trust tax-exempt donations to fund more affordable and supportive housing (REAP).
6. Update the Trust 5 Year Business/Strategic Plan (REAP).
7. Work closely with Auditor/Controller on the management of the Trust Budget.
8. Prepare and/or coordinate all items for Trust Board meetings including the coordination with various County Memorandum of Understanding (MOU) Departments such as OCCR Staff, County Counsel and Clerk of the Board.
9. Continue to establish policies and procedures for the Trust including various compliance monitoring Trust funded projects (REAP).
10. Continue to manage and update the Trust website including an opportunities and accomplishments mapping upgrade (REAP).
11. Continue to represent the Trust at city council meetings, housing forums, seminars, workshops, committee meetings, various regional and stakeholder meetings to collaborate and explore solutions to the housing crisis in Orange County.
12. Develop and implement a strategy to retain and increase Trust membership throughout Orange County (REAP).
13. Other duties and assignments as may be deemed necessary and requested by the OCHFT Board or through the Chair.

For the FY 2020-21 the Board approved an Agreement with CivicStone, LLC in the amount of \$175,000. At the conclusion of this fiscal year’s contract on June 30, 2021 it is estimated that CivicStone billing will be \$160,000.

It is proposed that CivicStone, LLC continue their work into FY 2021-22 and expand their services to include various tasks that will be paid by the recently approved REAP grant funding and LHFTF grant funds. The sources to pay for the services related to CivicStone, LLC Agreement will be as follows:

REAP Grant Funding	\$140,000
Local Housing Trust Fund	\$50,000
County Member Funding	<u>\$50,000</u>
TOTAL	\$240,000

ATTACHMENT

- Attachment A – Professional Services Agreement between the Trust and CivicStone, LLC
- Attachment B – Professional Services Agreement between the Trust and CivicStone, LLC (redlined)

**AGREEMENT BETWEEN  
ORANGE COUNTY HOUSING FINANCE TRUST  
AND CIVICSTONE, LLC FOR CONSULTING SERVICES**

This Agreement for Consulting Services, (hereinafter referred to as “Contract”), is made and entered into as of the date fully executed by and between the Orange County 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 “OCHFT” or “Trust”), and CivicStone, LLC, with a place of business at 1 League #62335, Irvine CA 92602; (hereinafter referred to as “Contractor”), with OCHFT 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 by reference into this Contract as if fully set forth:

Attachment A – Scope of Work  
Attachment B – Compensation / Payment

**RECITALS**

*WHEREAS*, OCHFT desires to enter into a Contract with Contractor for Consulting Services, as more fully described in Attachment A – Scope of Work; and

*WHEREAS*, Contractor is willing to provide the services as specified in Attachment A, in accordance with the Terms and Conditions of this Contract; and

*WHEREAS*, OCHFT agrees to pay Contractor the fees as further set forth in Compensation / Payment, attached hereto as Attachment B and incorporated herein;

*NOW, THEREFORE*, the Parties mutually agree as follows:

**ARTICLES**

**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 County, 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 trial to another county.
- B. Entire Contract:** This Contract, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 OCHFT unless authorized by OCHFT in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any OCHFT employee or agent, including but not limited to installers of software, shall not be valid or binding on

OCHFT unless accepted in writing by OCHFT's Purchasing Agent or his designee, hereinafter "Purchasing Agent."

- 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 OCHFT unless authorized by OCHFT in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. Delivery:** Time of delivery of services is of the essence in this Contract. OCHFT reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by OCHFT.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by the OCHFT, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of OCHFT, and 2) payment shall be made in arrears after satisfactory acceptance and in accordance with Attachment B.
- G. Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold OCHFT and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by OCHFT by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Intentionally Omitted
- I. 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 or sub-contracted by Contractor without the express written consent of OCHFT. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of OCHFT shall be invalid and shall constitute a breach of this Contract.
- J. 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 all the penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, OCHFT has the right to terminate this Contract without penalty for cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by OCHFT of its right to terminate the Contract shall relieve OCHFT of all further obligations.
- L. 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.

- M. 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 OCHFT. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through OCHFT.
- N. Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to OCHFT's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other 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 OCHFT 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.
- O. Insurance Provision:** 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 OCHFT 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 OCHFT 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 OCHFT 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 OCHFT 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 OCHFT'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 OCHFT 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 OCHFT 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 OCHFT was the insured.

If the Contractor fails to maintain insurance acceptable to the OCHFT for the full term of this Contract, the OCHFT 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:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims-made \$1,000,000 aggregate

**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 ***Orange County Housing Finance Trust 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 OCHFT shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***Orange County Housing Finance Trust, its elected and appointed officials, officers, employees and agents,*** 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 OCHFT, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify OCHFT 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 OCHFT. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the OCHFT may suspend or terminate this Contract.

If Contractor's Professional Liability is "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests 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 this Contract.

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 Offeror.

OCHFT 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 OCHFT Risk Manager as appropriate to adequately protect OCHFT.

OCHFT 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 OCHFT incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and OCHFT 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.

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

**Q. Change of Ownership/Name, Litigation Status, Conflicts with OCHFT 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 OCHFT 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 OCHFT.

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

In addition, Contractor has the duty to notify the OCHFT 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 OCHFT in writing if the Contractor becomes a party to any litigation against the OCHFT, 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 OCHFT 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 OCHFT any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the OCHFT of its status in these areas whenever requested by the OCHFT.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with OCHFT 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 OCHFT staff or elected officers in the performance of their duties.

- R. 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 OCHFT within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality:** Contractor agrees to maintain the confidentiality of all OCHFT and OCHFT-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.
- T. 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 OCHFT in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by OCHFT. Contractor acknowledges that OCHFT 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 OCHFT and OCHFT Indemnitees harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- U. Freight (F.O.B. Destination):** Intentionally Omitted
- V. 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.
- W. 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.
- X. 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 has 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.
- Y. 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, consultants and subcontractors 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 employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by OCHFT, and hold harmless, the OCHFT, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the OCHFT



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.

**Z. Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by OCHFT, and hold OCHFT, its elected and appointed officials, officers, employees, agents and those special districts and agencies which OCHFT's Board Members acts as the governing Board ("OCHFT Indemnitees") 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 OCHFT by a court of competent jurisdiction because of the concurrent active negligence of OCHFT or OCHFT Indemnitees, Contractor and OCHFT agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

**AA. Audits/Inspections:** Contractor agrees to permit the OCHFT's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the OCHFT) 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 OCHFT will provide reasonable notice of such an audit or inspection.

The OCHFT 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 OCHFT 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 agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the OCHFT Chair.

**BB. 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 OCHFT; and inclusion of sufficient funding for the services hereunder in the budget approved by OCHFT's Board Members for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, OCHFT may immediately terminate or modify this Contract without penalty.

**CC. Expenditure Limit:** The Contractor shall notify the OCHFT Chair in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The OCHFT 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.

## **II. Additional Terms and Conditions**

- 1. Scope of Contract:** This Contract specifies the contractual terms and conditions by which the OCHFT will procure consultant services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
- 2. Term of Contract:** This Contract shall commence on July 1, 2021 or upon execution of all necessary signatures by Parties, whichever comes later, and continue for one calendar year from that date, unless otherwise terminated by OCHFT.

3. **Adjustments – Scope of Work:** No adjustments made to the scope of work will be authorized without prior written approval of the OCHFT Board
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 OCHFT may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - i. Terminate the Contract immediately, pursuant to Section K herein;
  - ii. 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;
  - iii. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - iv. Offset against any monies billed by the Contractor but yet unpaid by the OCHFT 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 OCHFT. This obligation shall apply to the Contractor; the Contractor’s employees and agents, associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the OCHFT.
7. **Conflict of Interest – OCHFT Personnel:** The OCHFT Board 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 OCHFT employee for any purpose.
8. **Contractor’s Expense:** The Contractor will be responsible for all costs related to individual/mobile telephone communications, electronic communication, and fax communications for the performance of work and services under this Contract. The OCHFT will not provide free parking for any service.
9. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the OCHFT and shall not be changed without the written consent of the OCHFT Chair, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The OCHFT Chair shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the OCHFT under this Contract. The OCHFT Chair shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the OCHFT Chair. The OCHFT Chair shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The OCHFT is not required to provide any additional information, reason or rationale in the event it The OCHFT is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.
10. **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 County for a period of three (3) years after final payment is received from the OCHFT.

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 OCHFT. The OCHFT 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 OCHFT are expressly stated in the Contract.
12. **Data – Title To:** All materials, documents, data or information obtained from the OCHFT data files or any OCHFT medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the OCHFT. 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 OCHFT. All materials, documents, data or information, including copies, must be returned to the OCHFT at the end of this Contract.
13. **Debarment:** Contractor certifies 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 the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.
14. **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 project manager and key personnel attached hereto, prior to submission to the OCHFT. Contractor agrees that OCHFT review is discretionary and Contractor shall not assume that the OCHFT will discover errors and/or omissions. If the OCHFT 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 OCHFT or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after OCHFT approval thereof, OCHFT approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the OCHFT and Contractor, and the reports, files or documents will be returned to Contractor for correction.
15. **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 OCHFT 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 OCHFT shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the OCHFT 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 OCHFT 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.
16. **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 OCHFT through the Chair.
17. **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.

For Contractor: CivicStone, LLC  
Attn: Adam Eliason  
1 League #62335  
Irvine, CA 92620

Email: [adam@civicstone.com](mailto:adam@civicstone.com)  
Phone: 909-706-7193

For OCHFT Orange County Housing Finance Trust  
Attn: Board Chair  
1 League #62335  
Irvine, CA 92620

18. **Ownership of Documents:** The OCHFT 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 remains the sole property of the OCHFT and may be used by the OCHFT as it may require without additional cost to the OCHFT. 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 OCHFT.
19. **Precedence:** The Contract documents consist of this Contract and its exhibits and 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 the attachments and exhibits.
20. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The OCHFT Chair and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the OCHFT for the purpose of monitoring progress under this Contract.
21. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the OCHFT. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the OCHFT shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the OCHFT 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 OCHFT 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 OCHFT.

22. **Usage:** No guarantee is given by the OCHFT to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services requested and/or

commodities requested, as needed by the OCHFT, at rates/prices listed in the Contract, regardless of quantity requested.

23. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the OCHFT for payment to ensure compliance with IRS requirements and to expedite payment processing.
24. **Termination – Orderly:** After receipt of a termination notice from the OCHFT, the Contractor may submit to the OCHFT 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 OCHFT upon written request of the Contractor. Upon termination OCHFT 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.
25. **Waivers – Contract:** The failure of the OCHFT 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.

**Signature Page**

**IN WITNESS WHEREOF**, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this Contract to be executed.

**CIVICSTONE, LLC**

By: \_\_\_\_\_

Name: Adam B. Eliason

Title: Principal

Dated: \_\_\_\_\_

\*For Subrecipients that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Subrecipients that are not corporations, the person who has authority to bind the Subrecipient to a contract, must sign on one of the lines above.

\*\*\*\*\*

**ORANGE COUNTY HOUSING FINANCE TRUST**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Jamey Federico, Chair  
Orange County Housing Finance Trust

**APPROVED AS TO FORM  
TRUST COUNSEL**

By: **Jacqueline Guzman** \_\_\_\_\_

Digitally signed by Jacqueline Guzman  
DN: cn=Jacqueline Guzman, o=County of Orange,  
ou=Office of the County Counsel,  
email=jacqueline.guzman@ocgov.com, c=US  
Date:2021.05.10 18:11:25 -07'00'

Dated: \_\_\_\_\_

TRUST COUNSEL

**ATTACHMENT A**  
**SCOPE OF WORK**

**I. BACKGROUND**

In its efforts to address affordable housing and homelessness, the Orange County Board of Supervisors (“Board”) co-sponsored Assembly Bill 448, which authorizes the County and cities in Orange County to create the Orange County Housing Finance Trust (OCHFT). OCHFT will provide and receive funds for housing for those experiencing homelessness and those who are of extremely low, very low and low income within Orange County.

On March 12, 2019, the Board approved the OCHFT Joint Powers Agreement (JPA). The management and administrative support services provided by Contractor in this Contract will continue to implement the Board’s leadership related to the passage of Assembly Bill 448, the JPA, Bylaws, and the future 5-year Strategic Plan.

The County of Orange, OC Community Resource’s Housing Funding Strategy set an initial goal of 2,700 new supportive housing units and affordable housing units within six years. Since its inception, OCHFT has created Permanent Supportive Housing (PSH) mapping tool to track this goal.

**II. OBJECTIVES**

To continue the OCHFT regional collaborative effort for affordable housing, to work with key stakeholders dedicated to improving the humanity and quality of life throughout the communities in Orange County, and continue to align with the State goals to deploy funding to finance the development of more affordable and supportive housing.

**III. SCOPE OF SERVICES**

Contractor shall perform management and administrative support services described in this Contract to support OCHFT on an as-needed basis. Due to varying degree and complexities to fulfill the service requirements of this Contract, the actual scope of services including tasks, deliverables, project timeline/schedule and fees will require mutual approval from Parties in accordance with the Service Request Procedures identified in this Contract. Those services that are funded with Regional Early Action Planning (REAP) grant funds are indicated below. Contractor services shall include, but are not limited to, the following:

1. Finalize the award of the 2021 Trust Notice of Funding Availability (NOFA) for \$11 million and coordinate the preparation of Trust loan documents and loan closings. (REAP funded).
2. Initiate and manage the 3<sup>rd</sup> Trust NOFA (\$10 million) for the development of affordable and supportive housing (REAP funded).
3. Continue to work on grants, legislative and/or lobbying efforts to secure additional funding from the State for administrative and development funding (REAP funded).
4. Manage approved funding disbursements and compliance monitoring of funding both capital and administrative grants.
5. Manage the Ad Hoc Formation Committee to explore Trust tax-exempt donations to fund more affordable and supportive housing (REAP funded).
6. Update the Trust 5 Year Business/Strategic Plan (REAP).

7. Work closely with Auditor/Controller on the management of the Trust Budget.
8. Prepare and/or coordinate all items for Trust Board meetings including the coordination with various County Memorandum of Understanding (MOU) Departments such as OCCR Staff, County Counsel and Clerk of the Board.
9. Continue to establish policies and procedures for the Trust including various compliance monitoring Trust funded projects (REAP funded).
10. Continue to manage and update the Trust website including an opportunities and accomplishments mapping upgrade (REAP funded).
11. Continue to represent the Trust at city council meetings, housing forums, seminars, workshops, committee meetings, various regional and stakeholder meetings to collaborate and explore solutions to the housing crisis in Orange County.
12. Develop and implement a strategy to retain and increase Trust membership throughout Orange County (REAP funded).
13. Other duties and assignments as may be deemed necessary and requested by the OCHFT Board through the Chair (“Chair”) or.

#### **IV. SERVICE REQUEST PROCEDURES**

The Chair or Trust Board shall have the right to request all services and work provided for under this Contract. Contractor shall timely perform all such requested services and work as requested. All request for services shall require review and/or approval from the Chair or designee.

##### **A. Contractor Responsibilities**

1. Contractor shall be required to submit a written quote to the Chair with detailed tasks, deliverables, timeline, and not to exceed hours binding the Contractor for all work in response to a request for services.
2. Contractor shall discuss all required services to be performed with the Chair or key designated personnel prior to the start of work.
3. Contractor shall perform all the necessary work in a professional manner and notify the Chair or designee upon project completion.

##### **B. Change Management**

1. No changes to an approved request for services (tasks, deliverables, timeline, and not to exceed hours, etc.) shall be permitted without a change request in writing submitted by the Contractor and approved in writing by the OCHFT Board.

##### **C. Communication Management**

1. All communication for any work performed in this Contract will be directed to the Trust Board through the Chair.



**V. OCHFT RESPONSIBILITIES**

1. The Trust Board, through its Chair or Trust’s designee, shall assign, review, and approve all Contractor services provided in this Contract.
2. OCHFT will provide meeting facilities, as needed.

**VI. SUBCONTRACTORS**

In accordance with Article I, Assignment, the following subcontractor(s) shall assist Contractor to provide services on this Contract.

<b>NAME</b>	<b>Project Function</b>
Grant Henninger	Executive Assistant
John Trauth	Sub-Consultant
(TBD)	Project, Budget, and Grant Funding Compliance Monitor

Assignment of additional key personnel shall be subject to OCHFT approval. OCHFT reserves the right to have any of Contractor personnel removed from providing services to OCHFT under this Contract. OCHFT is not required to provide any reason for the request for removal of any Contractor personnel.

**ATTACHMENT B**  
**COMPENSATION / PAYMENT**

- I. COMPENSATION:** This is a fixed-fee Contract between the OCHFT and the Contractor for Consulting Services as set forth in Attachment A – Scope of Work. The total Contract amount shall not exceed **\$240,000.00** for the services provided in Attachment A, Scope of Work. **Excluded from this fixed fee is time spent locating responsive records and responding record requests under the California Public Records Act. Such requests shall be billed at a rate of \$170.00 per hour. Contractor shall seek to subcontract pursuant to Section 21 of this Contract to reduce the costs associated with California Public Records Act requests.**

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 labor, insurance requirements and taxes 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 OCHFT shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Article C of this Contract.

- II. CONTRACTOR FEES:** OCHFT shall pay Contractor at the fixed hourly rate specified herein, based on the number of actual hours expended by Contractor to complete the services in this Contract; provided, however, that the total of such payments, including reimbursable expenses, shall not exceed the total Contract amount.

**Fixed Rate:**

STAFF NAME   TITLE	RATE PER HOUR
Adam Eliason   Principal	\$170.00
John Trauth Sub Consultant	\$170.00
Grant Henninger Executive Assistant	\$149.00
(TBD) Project, Budget, and Grant Funding Compliance Monitor	\$85.00

- III. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the OCHFT during the term of this Contract not otherwise specified and provided for within this Contract.
- IV. CONTRACTOR’S EXPENSE:** Contractor shall furnish all materials, supplies, computer equipment, and labor to provide the requested services in this Contract.

Contractor will be responsible for all costs related to individual/mobile telephone communications, travel within Orange County, parking, and any and all “out of pocket” expenses incurred by the Contractor while on OCHFT sites during the performance of work and services under this Contract, unless otherwise specified. The Contractor shall be responsible for payment of all parking costs and expenses incurred at an OCHFT facility while performing work under this Contract, except to the extent the OCHFT facility has free parking available to the public and the Contractor makes appropriate use of

this free parking. However, the OCHFT will not provide free parking to the Contractor.

Contractor's travel expenses conducted outside of Orange County for airfare, lodging, car rental/ride share, car rental gas, toll expenses, airport parking fees, and conference/meeting fees will be paid on a reimbursement basis with receipts attached to monthly invoice. Office expenses such as messenger services, copy service, notary, overnight shipping/express mail costs, will be paid on a reimbursement basis with receipts attached to monthly invoice.

Travel outside of Orange County shall not be reimbursed without prior authorization from Trust Board. Authorization must be done in writing. Written authorization may be in a form including fax or email confirmation.

- V. **PAYMENT TERMS:** Invoices are submitted monthly in arrears for services rendered. The invoice(s) shall be submitted to the user agency/department to the bill-to address, unless otherwise directed in this Contract. The Contractor shall reference the Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the OCHFT 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 OCHFT for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the OCHFT shall not preclude the right of the OCHFT from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

- VI. **INVOICE/PAYMENT 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
3. Contractor's Taxpayer ID number
4. Name of Trust – **OC Housing Finance Trust**
5. Contract Number, if any
6. Dates services rendered
7. Service description.
8. Date specific and total time and billable cost.

Invoices and supporting documentation are to be sent to:

Orange County Housing Finance Trust  
Attn: Board Chair  
601 N. Ross, 6<sup>th</sup> Floor  
Santa Ana, CA 92701

Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

- VII. **PAYMENT (ELECTRONIC FUNDS TRANSFER [EFT]):** The OCHFT 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 OCHFT via an EFT Authorization Form. To request a form, please contact the agency/department DPA listed in the Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

**VIII. TAX ID NUMBER:** The Contractor shall include its taxpayer ID number on all invoices submitted to the OCHFT for payment to ensure compliance with IRS requirements and to expedite payment processing

**AGREEMENT BETWEEN  
ORANGE COUNTY HOUSING FINANCE TRUST  
AND CIVICSTONE, LLC FOR CONSULTING SERVICES**

This Agreement for Consulting Services, (hereinafter referred to as “Contract”), is made and entered into as of the date fully executed by and between the Orange County 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 926021501 East St. Andrew Place, 1<sup>st</sup> Floor, Santa Ana, CA 92705~~; (hereinafter referred to as “OCHFT” or “Trust”), and CivicStone, LLC, with a place of business at ~~1 League #62335, Irvine CA 9260214071 Peyton Drive, #1452, Chino Hills, CA 91709~~; (hereinafter referred to as “Contractor”), with OCHFT 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 by reference into this Contract as if fully set forth:

Attachment A – Scope of Work  
Attachment B – Compensation / Payment

**RECITALS**

*WHEREAS*, OCHFT desires to enter into a Contract with Contractor for Consulting Services, as more fully described in Attachment A – Scope of Work; and

*WHEREAS*, Contractor is willing to provide the services as specified in Attachment A, in accordance with the Terms and Conditions of this Contract; and

*WHEREAS*, OCHFT agrees to pay Contractor the fees as further set forth in Compensation / Payment, attached hereto as Attachment B and incorporated herein;

*NOW, THEREFORE*, the Parties mutually agree as follows:

**ARTICLES**

**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 County, 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 trial to another county.
- B. Entire Contract:** This Contract, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 OCHFT unless authorized by OCHFT in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any OCHFT employee or agent, including but not limited to installers of software, shall not be valid or binding on

OCHFT unless accepted in writing by OCHFT's Purchasing Agent or his designee, hereinafter "Purchasing Agent."

- 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 OCHFT unless authorized by OCHFT in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. OCHFT reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by OCHFT.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the OCHFT, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of OCHFT, and 2) payment shall be made in arrears after satisfactory acceptance and in accordance with Attachment B.
- G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold OCHFT and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by OCHFT by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Intentionally Omitted
- I. **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 or sub-contracted by Contractor without the express written consent of OCHFT. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of OCHFT shall be invalid and shall constitute a breach of this Contract.
- J. **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 all the penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, OCHFT has the right to terminate this Contract without penalty for cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by OCHFT of its right to terminate the Contract shall relieve OCHFT of all further obligations.
- L. **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.

- M. 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 OCHFT. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through OCHFT.
- N. Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to OCHFT's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other 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 OCHFT 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.
- O. Insurance Provision:** 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 OCHFT 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 OCHFT 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 OCHFT 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 OCHFT 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 OCHFT'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 OCHFT 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 OCHFT 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 OCHFT was the insured.

If the Contractor fails to maintain insurance acceptable to the OCHFT for the full term of this Contract, the OCHFT 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:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims-made \$1,000,000 aggregate

**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 ***Orange County Housing Finance Trust 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 OCHFT shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***Orange County Housing Finance Trust, its elected and appointed officials, officers, employees and agents,*** 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 OCHFT, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.



Contractor shall notify OCHFT 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 OCHFT. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the OCHFT may suspend or terminate this Contract.

If Contractor's Professional Liability is "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests 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 this Contract.

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 Offeror.

OCHFT 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 OCHFT Risk Manager as appropriate to adequately protect OCHFT.

OCHFT 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 OCHFT incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and OCHFT 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.

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

**Q. Change of Ownership/Name, Litigation Status, Conflicts with OCHFT 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 OCHFT 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 OCHFT.

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

In addition, Contractor has the duty to notify the OCHFT 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 OCHFT in writing if the Contractor becomes a party to any litigation against the OCHFT, 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 OCHFT 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 OCHFT any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the OCHFT of its status in these areas whenever requested by the OCHFT.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with OCHFT 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 OCHFT staff or elected officers in the performance of their duties.

- R. 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 OCHFT within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality:** Contractor agrees to maintain the confidentiality of all OCHFT and OCHFT-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.
- T. 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 OCHFT in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by OCHFT. Contractor acknowledges that OCHFT 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 OCHFT and OCHFT Indemnitees harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- U. Freight (F.O.B. Destination):** Intentionally Omitted
- V. 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.
- W. 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.
- X. 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 has 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.
- Y. 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, consultants and subcontractors 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 employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by OCHFT, and hold harmless, the OCHFT, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the OCHFT

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.

**Z. Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by OCHFT, and hold OCHFT, its elected and appointed officials, officers, employees, agents and those special districts and agencies which OCHFT's Board Members acts as the governing Board ("OCHFT Indemnitees") 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 OCHFT by a court of competent jurisdiction because of the concurrent active negligence of OCHFT or OCHFT Indemnitees, Contractor and OCHFT agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

**AA. Audits/Inspections:** Contractor agrees to permit the OCHFT's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the OCHFT) 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 OCHFT will provide reasonable notice of such an audit or inspection.

The OCHFT 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 OCHFT 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 agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the OCHFT Chair.

**BB. 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 OCHFT; and inclusion of sufficient funding for the services hereunder in the budget approved by OCHFT's Board Members for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, OCHFT may immediately terminate or modify this Contract without penalty.

**CC. Expenditure Limit:** The Contractor shall notify the OCHFT Chair in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The OCHFT 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.

## **II. Additional Terms and Conditions**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the OCHFT will procure consultant services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. **Term of Contract:** This Contract shall commence on July 1, 2021~~0~~ or upon execution of all necessary signatures by Parties, whichever comes later, and continue for one calendar year from that date, unless otherwise terminated by OCHFT.

3. **Adjustments – Scope of Work:** No adjustments made to the scope of work will be authorized without prior written approval of the OCHFT Board
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 OCHFT may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - i. Terminate the Contract immediately, pursuant to Section K herein;
  - ii. 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;
  - iii. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - iv. Offset against any monies billed by the Contractor but yet unpaid by the OCHFT 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 OCHFT. This obligation shall apply to the Contractor; the Contractor’s employees and agents, associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the OCHFT.
7. **Conflict of Interest – OCHFT Personnel:** The OCHFT Board 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 OCHFT employee for any purpose.
8. **Contractor’s Expense:** The Contractor will be responsible for all costs related to individual/mobile telephone communications, electronic communication, and fax communications for the performance of work and services under this Contract. The OCHFT will not provide free parking for any service.
9. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the OCHFT and shall not be changed without the written consent of the OCHFT Chair, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The OCHFT Chair shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the OCHFT under this Contract. The OCHFT Chair shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the OCHFT Chair. The OCHFT Chair shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The OCHFT is not required to provide any additional information, reason or rationale in the event it The OCHFT is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.
10. **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 County for a period of three (3) years after final payment is received from the OCHFT.

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 OCHFT. The OCHFT 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 OCHFT are expressly stated in the Contract.
12. **Data – Title To:** All materials, documents, data or information obtained from the OCHFT data files or any OCHFT medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the OCHFT. 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 OCHFT. All materials, documents, data or information, including copies, must be returned to the OCHFT at the end of this Contract.
13. **Debarment:** Contractor certifies 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 the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.
14. **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 project manager and key personnel attached hereto, prior to submission to the OCHFT. Contractor agrees that OCHFT review is discretionary and Contractor shall not assume that the OCHFT will discover errors and/or omissions. If the OCHFT 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 OCHFT or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after OCHFT approval thereof, OCHFT approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the OCHFT and Contractor, and the reports, files or documents will be returned to Contractor for correction.
15. **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 OCHFT 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 OCHFT shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the OCHFT 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 OCHFT 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.
16. **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 OCHFT through the Chair.
17. **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.

For Contractor: CivicStone, LLC  
Attn: Adam Eliason  
[1 League #62335](#)  
[Irvine, CA 92620](#)  
~~14071 Peyton Drive, #1452~~  
~~Chino Hills, CA 91709~~  
Email: [adam@civicstone.com](mailto:adam@civicstone.com)  
Phone: 909-706-7193

For OCHFT Orange County Housing Finance Trust  
Attn: Board Chair  
[1 League #62335](#)  
[Irvine, CA 92620](#)  
~~1501 East St. Andrew Place, 1<sup>st</sup> Floor~~  
~~Santa Ana, CA 92705~~

18. **Ownership of Documents:** The OCHFT 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 remains the sole property of the OCHFT and may be used by the OCHFT as it may require without additional cost to the OCHFT. 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 OCHFT.
19. **Precedence:** The Contract documents consist of this Contract and its exhibits and 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 the attachments and exhibits.
20. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The OCHFT Chair and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the OCHFT for the purpose of monitoring progress under this Contract.
21. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the OCHFT. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the OCHFT shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the OCHFT 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 OCHFT 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 OCHFT.

22. **Usage:** No guarantee is given by the OCHFT to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services requested and/or commodities requested, as needed by the OCHFT, at rates/prices listed in the Contract, regardless of quantity requested.
23. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the OCHFT for payment to ensure compliance with IRS requirements and to expedite payment processing.
24. **Termination – Orderly:** After receipt of a termination notice from the OCHFT, the Contractor may submit to the OCHFT 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 OCHFT upon written request of the Contractor. Upon termination OCHFT 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.
25. **Waivers – Contract:** The failure of the OCHFT 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.

**Signature Page**

**IN WITNESS WHEREOF**, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this Contract to be executed.

**CIVICSTONE, LLC**

By: \_\_\_\_\_

Name: Adam B. Eliason\_\_\_\_\_

Title: Principal\_\_\_\_\_

Dated: \_\_\_\_\_

\*For Subrecipients that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Subrecipients that are not corporations, the person who has authority to bind the Subrecipient to a contract, must sign on one of the lines above.

\*\*\*\*\*

**ORANGE COUNTY HOUSING FINANCE TRUST**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Jamey Federico~~John Mark Jennings~~, Chair  
Orange County Housing Finance Trust

**APPROVED AS TO FORM  
TRUST COUNSEL**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

TRUST COUNSEL



## ATTACHMENT A

### SCOPE OF WORK

#### **I. BACKGROUND**

In its efforts to address affordable housing and homelessness, the Orange County Board of Supervisors (“Board”) co-sponsored Assembly Bill 448, which authorizes the County and cities in Orange County to create the Orange County Housing Finance Trust (OCHFT). OCHFT will provide and receive funds for housing for those experiencing homelessness and those who are of extremely low, very low and low income within Orange County.

On March 12, 2019, the Board approved the OCHFT Joint Powers Agreement (JPA). The management and administrative support services provided by Contractor in this Contract will continue to implement the Board’s leadership related to the passage of Assembly Bill 448, the JPA, Bylaws, and the future 5-year Strategic Plan.

The County of Orange, OC Community Resource’s Housing Funding Strategy set an initial goal of 2,700 new supportive housing units and affordable housing units within six years. Since its inception, OCHFT has created Permanent Supportive Housing (PSH) mapping tool to track this goal.

#### **II. OBJECTIVES**

To continue the OCHFT regional collaborative effort for affordable housing, to work with key stakeholders dedicated to improving the humanity and quality of life throughout the communities in Orange County, and continue to align with the State goals to deploy funding to finance the development of more affordable and supportive housing.

#### **III. SCOPE OF SERVICES**

Contractor shall perform management and administrative support services described in this Contract to support OCHFT on an as-needed basis. Due to varying degree and complexities to fulfill the service requirements of this Contract, the actual scope of services including tasks, deliverables, project timeline/schedule and fees will require mutual approval from Parties in accordance with the Service Request Procedures identified in this Contract. Those services that are funded with Regional Early Action Planning (REAP) grant funds are indicated below. Contractor services shall include, but are not limited to, the following:

1. Finalize the award of the 2021~~0~~ Trust Notice of Funding Availability (NOFA) for \$11-~~45~~ million and coordinate the preparation of Trust loan documents and loan closings. for Regional Early Action Planning (REAP funded).
2. Initiate and manage the 32<sup>nd</sup> Trust NOFA (\$10 million) for the development of affordable and supportive housing (REAP) funded).
- ~~3. Research and apply for State funding eligible to the Trust.~~
3. Continue to work on grants, legislative and/or lobbying efforts to secure additional funding from the State for administrative and development funding (REAP funded).
4. Manage approved funding disbursements and compliance monitoring of funding both capital and administrative grants. [you are missing a noun here]

5. Manage the Ad Hoc Formation Committee to explore Trust tax-exempt donations to fund more affordable and supportive housing (REAP funded).
6. ~~Update~~Finalize the Trust 5 Year Business/Strategic Plan (REAP). ~~This document will identify the strategies that will best enable the Trust to advance its mission. It will examine the strengths, weaknesses, opportunities and threats. It will help guide the organizations long range goals. It will provide an organizational and financial plan for the next 5 years.~~
7. Work closely with Auditor/Controller on the ~~formation and~~ management of the Trust Budget.
8. Prepare and/or coordinate all items for Trust Board meetings including the coordination with various County Memorandum of Understanding (MOU) Departments such as OCCR Staff, County Counsel and Clerk of the Board.
9. Continue to establish policies and procedures for the Trust including various compliance monitoring Trust funded projects (REAP funded).
10. Continue to manage and update the Trust website including an opportunities and accomplishments mapping upgrade (REAP funded).
11. Continue to represent the Trust at city council meetings, housing forums, seminars, workshops, committee meetings, various regional and stakeholder meetings to collaborate and explore solutions to the housing crisis in Orange County.
- ~~11.~~12. Develop and implement a strategy to retain and increase Trust membership throughout Orange County (REAP funded).
- ~~12.~~13. Other duties and assignments as may be deemed necessary and requested by the OCHFT Board through the Chair (“Chair”) or.

#### **IV. SERVICE REQUEST PROCEDURES**

The Chair or Trust Board shall have the right to request all services and work provided for under this Contract. Contractor shall timely perform all such requested services and work as requested. All request for services shall require review and/or approval from the Chair or designee.

##### **A. Contractor Responsibilities**

1. Contractor shall be required to submit a written quote to the Chair with detailed tasks, deliverables, timeline, and not to exceed hours binding the Contractor for all work in response to a request for services.
2. Contractor shall discuss all required services to be performed with the Chair or key designated personnel prior to the start of work.
3. Contractor shall perform all the necessary work in a professional manner and notify the Chair or designee upon project completion.

##### **B. Change Management**

1. No changes to an approved request for services (tasks, deliverables, timeline, and not to exceed hours, etc.) shall be permitted without a change request in writing submitted by the Contractor and approved in writing by the OCHFT Board.

##### **C. Communication Management**

1. All communication for any work performed in this Contract will be directed to the Trust Board through the Chair.

**V. OCHFT RESPONSIBILITIES**

1. The Trust Board, through its Chair or Trust’s designee, shall assign, review, and approve all Contractor services provided in this Contract.
2. OCHFT will provide meeting facilities, as needed.

**VI. SUBCONTRACTORS**

In accordance with Article I, Assignment, the following subcontractor(s) shall assist Contractor to provide services on this Contract.

NAME	Project Function
Grant Henninger	Executive Assistant
John Trauth	Sub-Consultant
<u>(TBD)</u>	<u>Project, Budget, and Grant Funding Compliance Monitor</u>

Assignment of additional key personnel shall be subject to OCHFT approval. OCHFT reserves the right to have any of Contractor personnel removed from providing services to OCHFT under this Contract. OCHFT is not required to provide any reason for the request for removal of any Contractor personnel.

**ATTACHMENT B**  
**COMPENSATION / PAYMENT**

**I. COMPENSATION:** This is a fixed-fee Contract between the OCHFT and the Contractor for Consulting Services as set forth in Attachment A – Scope of Work. The total Contract amount shall not exceed \$172450,000.00 for the services provided in Attachment A, Scope of Work. Excluded from this fixed fee is time spent locating responsive records and responding record requests under the California Public Records Act. Such requests shall be billed at a rate of \$17065.00 per hour. Contractor shall seek to subcontract pursuant to Section 21 of this Contract to reduce the costs associated with California Public Records Act requests.

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 labor, insurance requirements and taxes 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 OCHFT shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Article C of this Contract.

**II. CONTRACTOR FEES:** OCHFT shall pay Contractor at the fixed hourly rate specified herein, based on the number of actual hours expended by Contractor to complete the services in this Contract; provided, however, that the total of such payments, including reimbursable expenses, shall not exceed the total Contract amount.

**Fixed Rate:**

STAFF NAME   TITLE	RATE PER HOUR
Adam Eliason   Principal	\$17065.00
John Trauth Sub Consultant	\$17065.00
Grant Henninger Executive Assistant	\$1459.00
<u>(TBD) Project, Budget, and Grant Funding Compliance Monitor</u>	<u>\$85.00</u>

**III. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the OCHFT during the term of this Contract not otherwise specified and provided for within this Contract.

**IV. CONTRACTOR’S EXPENSE:** Contractor shall furnish all materials, supplies, computer equipment, and labor to provide the requested services in this Contract.

Contractor will be responsible for all costs related to individual/mobile telephone communications, travel within Orange County, parking, and any and all “out of pocket” expenses incurred by the Contractor while on OCHFT sites during the performance of work and services under this Contract, unless otherwise specified. The Contractor shall be responsible for payment of all parking costs and expenses incurred at an OCHFT facility while performing work under this Contract, except to the extent the OCHFT facility has free parking available to the public and the Contractor makes appropriate use of

this free parking. However, the OCHFT will not provide free parking to the Contractor.

Contractor's travel expenses conducted outside of Orange County for airfare, lodging, car rental/ride share, car rental gas, toll expenses, airport parking fees, and conference/meeting fees will be paid on a reimbursement basis with receipts attached to monthly invoice. Office expenses such as messenger services, copy service, notary, overnight shipping/express mail costs, will be paid on a reimbursement basis with receipts attached to monthly invoice.

Travel outside of Orange County shall not be reimbursed without prior authorization from Trust Board. Authorization must be done in writing. Written authorization may be in a form including fax or email confirmation.

- V. **PAYMENT TERMS:** Invoices are submitted monthly in arrears for services rendered. The invoice(s) shall be submitted to the user agency/department to the bill-to address, unless otherwise directed in this Contract. The Contractor shall reference the Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the OCHFT 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 OCHFT for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the OCHFT shall not preclude the right of the OCHFT from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

- VI. **INVOICE/PAYMENT 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
3. Contractor's Taxpayer ID number
4. Name of Trust – **OC Housing Finance Trust**
5. Contract Number, if any
6. Dates services rendered
7. Service description.
8. Date specific and total time and billable cost.

Invoices and supporting documentation are to be sent to:

Orange County Housing Finance Trust  
Attn: Board Chair  
~~1501 East St. Andrew Place, 1<sup>st</sup> Floor~~  
~~Santa Ana, CA 92705601 N. Ross, 6<sup>th</sup> Floor~~  
Santa Ana, CA 92701

Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

- VII. PAYMENT (ELECTRONIC FUNDS TRANSFER [EFT]):** The OCHFT 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 OCHFT via an EFT Authorization Form. To request a form, please contact the agency/department DPA listed in the Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.
- VIII. TAX ID NUMBER:** The Contractor shall include its taxpayer ID number on all invoices submitted to the OCHFT for payment to ensure compliance with IRS requirements and to expedite payment processing

## Agenda Item 3

State funding advocacy update

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

**MEETING DATE:** May 19, 2021

**SUBJECT:** Receive and file State funding advocacy update from Platinum Advisors.



Adam B. Eliason, Manager

**RECOMMENDED ACTION:**

RECEIVE AND FILE STATE FUNDING ADVOCACY UPDATE FROM PLATINUM ADVISORS.

**BACKGROUND:**

Attachment A is a memo summarizing funding advocacy efforts from Platinum Advisors to date. The Trust Board will receive a full update at the meeting and Platinum Advisors will be available to answer any questions from the Board.

**ATTACHMENT:**

Attachment A – Memo from Platinum Advisors - OCHFT Lobbying Update



# PLATINUM | ADVISORS

May 5, 2021

To: Adam Eliason  
Orange County Housing Finance Trust

From: Darius Anderson  
Nick Garcia

Subject: Sacramento Legislative Outreach

Thank you for the opportunity to join your Board of Directors meeting this week. Sharing our progress and obstacles is paramount to our effort and the funding we are seeking from the State of California.

COVID-19 continues to drive most of the policy discussions occurring in Sacramento. As the state works to the June 15 date of full reopening announced by the Governor, policy makers are busy at work hearing proposed legislation, participating in oversight hearings, and crafting the 2021-2022 State Budget. Next week, Governor Gavin Newsom will send his "May Revision" budget proposal to the Legislature for consideration. The state is currently ahead of tax receipts by \$18 billion, which is in addition to close to \$26 billion the federal government is sending from the Federal Rescue Plan.

With the state flush with revenue, state legislators are prepared to make investments not seen in decades. Both the governor and legislative leadership continue to prioritize housing affordability and homelessness intervention. This is a positive development for the Trust.

During this time, we have continued to:

1. Work with Trust staff to develop a comprehensive funding request totaling \$66 million including efforts supported by United Way of Orange County.
2. Brief legislators, legislative staff, the Governor's Office, and the Department of Finance.
3. Secure Orange County legislative delegation support for the Trust funding request.

The process will now intensify over the course of the next 45-days to work through all the budget proposals and requests. Given the need to amplify our messaging, the Trust is working to place an opinion editorial in the local news to highlight the need for additional state funding to meet the goal of more affordable housing units. Once the opinion editorial is placed, we

envision housing and homelessness partners countywide to share through social media and engage local legislators in our ask.

To support the budget request in both the Senate and Assembly Budget Committees, we have outreached the chairs to one-on-one briefings. In addition, we will start with a “virtual” lobby day where Orange County housing advocates can share with legislators the need for additional state budget funding. Finally, we will start to drive Orange County based support letters from local elected leaders and organizations into the state budget committees.

Please contact Nick Garcia at (916) 215-3621 if you need any further information.

Thank you.

Agenda Item 4  
2021 NOFA

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

**MEETING DATE:** May 19, 2021

**SUBJECT:** Approve 2021 Orange County Housing Finance Trust Notice of Funding Availability (NOFA) projects for project funding; waive per-project maximum funding amount for Paseo Adelanto (not to exceed \$3,303,314.50); and authorize Trust Manager to execute a contingent Letter of Intent to funding awardees and modify final LHTF project funding reallocation formula under certain conditions



Adam B. Eliason, Manager

**RECOMMENDED ACTION:**

1. WAIVE PER-PROJECT MAXIMUM FUNDING AMOUNT FOR PASEO ADELANTO (NOT TO EXCEED \$3,303,314.50).
2. APPROVE THE 2021 ORANGE COUNTY HOUSING FINANCE TRUST - NOTICE OF FUNDING AVAILABILITY PROJECTS LISTED AS ATTACHMENT A FOR PROJECT FUNDING.
3. AUTHORIZE TRUST MANAGER TO EXECUTE A CONTINGENT LETTER OF INTENT TO FUNDING AWARDEES.
4. AUTHORIZE TRUST MANAGER TO MODIFY FINAL LHTF PROJECT FUNDING REALLOCATION FORMULA BASED UPON THE PERCENTAGE OF INITIAL RECOMMENDED FUNDING FOR EACH PROJECT TO THE TOTAL FUNDING COMPARED TO FINAL LHTF FUNDING AWARD.

**BACKGROUND:**

On January 25, 2021, the Trust released the 2021 Notice of Funding Availability (NOFA). The Trust used its subscription email distribution list and developer contact list to send an informational email and a link to the NOFA application document on the Trust website. On February 16, 2021, Trust Staff met with Developers for a NOFA presentation and question and

answer session. Following that meeting, the questions and answers were posted to the Trust website for all to review.

The NOFA deadline was March 15, 2021 and a total of seven (7) applications were received requesting \$11.5 million in funding.

### **2021 TRUST NOFA SOURCE OF FUNDS**

1. County MHSAs Funds	\$5,284,640
2. County General Funds	\$1,000,000
3. State Local Housing Trust Fund	<u>\$4,750,000</u>
TOTAL	\$11,034,640

One source of funds for the Trust NOFA is contingent upon the Trust receiving an award from the State of California Local Housing Trust Fund Program (LHTF). The maximum amount per year the Trust can receive through the LHTF program is \$5 million with up to 5% to be used for Trust administrative expenses. This is a matching grant program and in order to qualify, a Trust must have a dollar-for-dollar matching amount from a non-housing dedicated source of funds in each project that is funded. Projects that are requesting MHSAs funding that receive a match through the LHTF program may use the LHTF funding on non-MHSA units within the same project.

Because of this dollar-for-dollar matching requirement, and subtracting out the allowed Trust administrative amount, the NOFA allocated \$1,950,000 for capital projects without MHSAs units funded through the Trust, and the remaining \$9,084,640 for projects that had MHSAs units funded through the Trust.

For the 2021 LHTF application, the matching funds will come from the County of Orange MHSAs funds (\$5,284,640) and County of Orange General Fund (\$1.0 million).

### **NOFA APPLICATIONS**

The Trust received a total of seven (7) applications for funding through the 2021 NOFA. However, one developer withdrew their application subsequent to submission due to project funding issues not anticipated prior to the application. Of the remaining six applications, initially three applied for MHSAs funding and three applied for funding without MHSAs units. Each category of project, MHSAs and non-MHSA, had one application from each County Service Planning Area such that we had two applications in the South County, two in the North County, and two in the Central County.

Initially, the total requested funding by these six applicants was \$4,780,000 in non-MHSA funding and \$5,054,972 in MHSAs funding. The non-MHSA pool of funding was oversubscribed by \$2,830,000 and the MHSAs pool of funding was undersubscribed by \$4,029,668.

However, Trust staff worked with the applicants to find a creative way to reduce the non-MHSA funding request while increasing the MHSA funding request and therefore allocating more of the Trust's available funds. Jamboree Housing Corporation applied for \$1.6 million in non-MHSA funding and had the highest score through the Trust NOFA, which accounted for 80% of the Trust's non-MHSA available funds. Concurrently with the application for Trust funding, Jamboree also applied for approximately \$4 million in MHSA funding through the County for 24 MHSA-funded units within the project. Staff has requested, and Jamboree Housing Corporation has agreed, to amend their application with both the Trust and the County to increase their request to the Trust by \$1,703,314.50 for 10 MHSA funded units, while reducing their application to the County by the same amount. This allows the Trust to use this MHSA funding as the required match through the LHTF program, which would fund the \$1.6 million request in non-MHSA funding for the Paseo Adelanto project.

## **PROJECT FUNDING RECOMMENDATIONS**

The applications were reviewed by the following panel:

- Overall application review
  - Manager, Orange County Housing Finance Trust
  - Executive Assistant, Orange County Housing Finance Trust
  - Program Manager I, OC Health Care Agency
  - OCCR, Director, Housing & Community Development
- Project Proforma – Corporation for Supportive Housing (CSH)
- Financial Statements - Accounting Manager from the OC Auditor-Controller office

The Review Panel considered four selection criteria mentioned in the NOFA. They are presented here in the following priority order.

1. **FUNDING SOURCE:** As indicated in the NOFA, the Review Panel divided the applications into two groups, those that were applying for MHSA funding and those that were not. Each group of projects were scored competitively against one another. Any applications that requested Trust MHSA funding are recommended because the Trust has \$9,084,640 in MHSA specific funding and there were only \$6,758,286.50 in revised Trust MHSA funding requests.
2. **SPA:** The NOFA specified that funding would be initially available equally among the three County Service Planning Areas (SPA). However, since only one application was submitted from each SPA for each project category the Review Panel did not need to make any adjustments to accommodate funding by SPA.
3. **THRESHOLD REQUIREMENTS:** Section 3 of the NOFA listed a set of threshold requirements that all projects must meet in order to be considered for funding by the Trust through the NOFA. The Review Panel reviewed each application to ensure that each one met the NOFA threshold requirements.

4. **SCORING:** The NOFA specified that applications will be competitively scored and ranked against other projects located within the same County Service Planning Area (SPA). The NOFA further stated that scoring serves as a basis to compare applications but ultimately the decision to award funds is based upon the Trust Board approval. Projects were evaluated based upon the NOFA scoring points in several categories such as project readiness, experience, and proximity to community amenities such as grocery stores, medical care, community centers, public parks/libraries, and transit.

All six (6) projects met threshold requirements and scored between 83 and 93 points out of a maximum score of 100 (See Attachment B). The projects have a total of 434 affordable units of which 47 are affordable units funded by the Trust and 40 are MHSAs funded by the Trust. All the Trust funded units are reserved for households that have an income at or below 30% of area median income.

Attachment A includes a summary of the projects that staff is recommending for funding, along with the recommended funding levels and sources of funding.

Staff is recommending funding the Paseo Adelanto project at \$3,303,314.50, which is above the \$2.5 million per-project limit set by the Board and indicated in the NOFA. Funding Paseo Adelanto at this level will require the Board to waive the per-project maximum funding limit. However, the per unit subsidy remains as previously approved by the Board.

Jamboree Housing Corporation, the applicant for Paseo Adelanto, originally submitted an application within the maximum funding limit, however as discussed, staff requested that they amend their application above the limit. By doing so, the Trust is able to fund all six applications submitted in full or in part. Without this amended application and waiver of the maximum funding limit, Westview House would only be able to receive approximately \$400,000, a reduction of over \$1 million, and Orange Corporate Yard would not receive anything from the Trust. By accepting Jamboree Housing Corporation's revised application and waiving the per-project maximum funding limit, the Trust is able to allocate more than \$1.4 million in additional funding and additional housing units. The outcome of this recommendation allows the Trust to maximize the amount of new funding granted from the State thereby creating additional affordable and permanent supportive housing in Orange County without any increase in the per unit subsidy.

Staff recommends approval of this agenda item.

ATTACHMENT:            Attachment A – 2021 Trust NOFA Funding Recommendation  
                                 Attachment B – 2021 Trust NOFA Application Scoring

# 2021 Trust NOFA Funding Recommendation

Project Information				Funding Request			Funding Recommendation					
Project Name	Service Planning Area	Trust Funded Units	Total Units	MHSA Funding Request	Non-MHSA Funding Request	Total Request	County General Fund	MHSA	LHTF	Total Recommended Funding	Unfunded Request	Funding %
Paseo Adelanto	South	26	50	\$ 1,703,314.50	\$ 1,600,000.00	<b>\$ 3,303,314.50</b>	\$ -	\$ 1,703,314.50	\$ 1,600,000.00	<b>\$ 3,303,314.50</b>	\$ -	100%
Westview House	Central	25	85	\$ -	\$ 2,500,000.00	<b>\$ 2,500,000.00</b>	\$ 791,139.00	\$ -	\$ 659,210.19	<b>\$ 1,450,349.19</b>	\$ 1,049,650.81	58%
Orange Corporate Yard	North	6	62	\$ -	\$ 660,000.00	<b>\$ 660,000.00</b>	\$ 208,861.00	\$ -	\$ 175,233.09	<b>\$ 384,094.09</b>	\$ 275,905.91	58%
Anaheim Midway	North	8	86	\$ 1,362,652.00	\$ -	<b>\$ 1,362,652.00</b>	\$ -	\$ 738,455.08	\$ 624,196.92	<b>\$ 1,362,652.00</b>	\$ -	100%
Crossroads at Washington	Central	15	86	\$ 2,500,000.00	\$ -	<b>\$ 2,500,000.00</b>	\$ -	\$ 1,354,812.29	\$ 1,145,187.71	<b>\$ 2,500,000.00</b>	\$ -	100%
Meadows Senior Apartments	South	7	65	\$ 1,192,320.00	\$ -	<b>\$ 1,192,320.00</b>	\$ -	\$ 646,147.91	\$ 546,172.09	<b>\$ 1,192,320.00</b>	\$ -	100%
<b>Total</b>		<b>87</b>	<b>434</b>	<b>\$ 6,758,286.50</b>	<b>\$ 4,760,000.00</b>	<b>\$ 11,518,286.50</b>	<b>\$ 1,000,000.00</b>	<b>\$ 4,442,729.78</b>	<b>\$ 4,750,000.00</b>	<b>\$ 10,192,729.78</b>	\$ 1,325,556.72	88%



# 2021 Trust NOFA Application Scoring

				Affordable Applications			MHSA Applications		
Category	Maximum Points	Scoring Criteria	Totals	Paseo Adelanto	Westview House	Orange Corporate Yard	Anaheim Midway	Crossroads at Washington	Meadows Senior Apartments
<b>Developer</b>				Jamboree	Community Development Partners	C&C Development	National CORE	Related	C&C Development
<b>City</b>				San Juan Capistrano	Santa Ana	Orange	Anaheim	Santa Ana	Lake Forest
<b>Service Planning Area</b>				South	Central	North	North	Central	South
<b>Total Number of units</b>			434	50	85	62	86	86	65
<b>Trust Funded Units</b>			87	26	25	6	8	15	7
<b>Affordable Housing Funding Request</b>			\$ 4,780,000.00	\$ 1,600,000.00	\$ 2,520,000.00	\$ 660,000.00	\$ -	\$ -	\$ -
<b>MHSA Funding Request</b>			\$ 6,758,286.50	\$ 1,703,314.50	\$ -	\$ -	\$ 1,362,652.00	\$ 2,500,000.00	\$ 1,192,320.00
<b>Total Funding Request</b>			\$ 11,538,286.50	\$ 3,303,314.50	\$ 2,520,000.00	\$ 660,000.00	\$ 1,362,652.00	\$ 2,500,000.00	\$ 1,192,320.00
<b>Project Rediness</b>	35	Projects will receive a maximum of 35 points for project readiness. For acquisition/rehab projects, projects will be deducted one point for each month past June 1, 2022 for its scheduled loan closing. For new construction projects, projects will be deducted one point for each month past December 1, 2022 for its scheduled loan closing.		35	35	35	35	35	35
<b>Developer Experience &amp; Financial Strength</b>	40	One point will be awarded for every ten (10) units of Permanent Supportive and Affordable Housing that the applicant developed and currently operates		40	40	40	40	40	40
<b>Service Enriched Location</b>	25			18	13	5	15	13	8
Grocery Store	5	Projects will be awarded 5 points if they are within 0.25 miles of a full-scale grocery store. Projects will be awarded 2 points if they are within 0.50 miles of a grocery store.		5	0	0	2	0	0
Medical Care	5	Projects will be awarded 5 points if they are within 0.5 miles of a hospital. Projects will be awarded 3 points if they are within 0.5 miles of an urgent care facility or qualifying medical clinic		3	3	0	5	3	0
Community Center	5	Projects will be awarded 5 points if they are within 0.5 miles of a public library or community center		0	0	0	0	0	0
Public Park	5	Projects will be awarded 5 points if they are within 0.5 miles of a public park		5	5	0	5	5	5
Transit	5	Projects will be awarded 5 points if they are within 0.5 miles of a bus station, or bus stop that provides service at least every 30 minutes during the hours of 7-9 a.m. and 4-6 p.m., Monday through Friday. If frequency and hours cannot be met but the project is still within 0.5 miles, 3 points will be awarded.		5	5	5	3	5	3
<b>Total Score</b>				<b>93</b>	<b>88</b>	<b>80</b>	<b>90</b>	<b>88</b>	<b>83</b>

Agenda Item 5  
2021-22 Trust Budget

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

**MEETING DATE:** May 19, 2021

**SUBJECT:** Approve a waiver of City Member contributions for fiscal year 2021-22; and approve fiscal year 2021-22 Orange County Housing Finance Trust Budget.



Adam B. Eliason, Manager

**RECOMMENDED ACTION:**

1. APPROVE, BY UNANIMOUS VOTE, A WAIVER OF CITY MEMBER ANNUAL CONTRIBUTIONS AS ESTABLISHED THROUGH THE PREVIOUSLY APPROVED COST ALLOCATION FORMULA TOWARDS THE BUDGETED ADMINISTRATIVE COSTS FOR FISCAL YEAR 2021-22.
2. APPROVE TRUST BUDGET FOR FISCAL YEAR 2021-22 AND AUTHORIZE THE HOUSING TRUST MANAGER TO PROCURE AND SPEND GENERAL ADMINISTRATIVE EXPENSES AS LISTED IN ATTACHMENT A
3. APPROVE A FISCAL APPROPRIATION TO CARRY FORWARD SURPLUS BUDGET REVENUE.

**BACKGROUND:**

The approved Trust Joint Powers Agreement (JPA) and Bylaw's specify financial accounting, reporting, budget, and audit requirements. Particularly, the JPA requires the Board of Directors to adopt a general budget in May of each year in advance of the start of the Trust's fiscal year, which runs from July 1<sup>st</sup> to June 30<sup>th</sup>.

The JPA specifies that the members to the Trust have agreed to make annual contributions towards the budgeted administrative costs of the Trust in accordance with Director approved cost allocation formula. That cost allocation formula was approved at the January 15, 2020 Board Meeting.

The Budget includes general operating costs for such items as website fees, office supplies, copying costs, parking validations, conference expenses, equipment, meeting expenses, etc. The Budget also includes consultant costs for the administrative functions including the management and administration of the Trust, Trust legal counsel, Trust clerk of the Board, Trust accounting, financial consultant, auditing consultant, and advocacy/lobbying services and other services.

#### **FISCAL YEAR 2020-21 BUDGET:**

The 2019-20 Budget was funded entirely by the County of Orange. The 2020-21 Budget was the first year that the Trust funded their own administrative expenses. Since no grant administrative funding was available to offset the administrative expenses, the entire amount was funded by member contributions. The 2020-21 Board approved Budget was \$450,000 in total expenses (See Attachment A). One mid-year budget request was approved by the Board for Trust insurance in the amount of \$6,200 bringing the total approved budget to \$456,200. At the beginning of the fiscal year all twenty-three cities and the County of Orange paid their membership fees totaling \$450,020.

The Trust expenses for the Fiscal Year 2020-21 is ongoing will continue until June 30, 2021. Therefore, Staff has projected that the actual expenses for this current year will be approximately \$370,500.

The difference between the actual revenue received and the projected expenses means that the Trust will have budget surplus of \$79,520 that will carry forward to future fiscal years.

#### **FISCAL YEAR 2021-22 BUDGET:**

In July 2020, the Trust Board approved a five-year strategic plan. The plan included five strategic components. Strategic Component 5 and sub-category 4 states: *“Explore and pursue funding and financing that provide one-time or recurring sources of administrative funding.”*

During this past year, the Trust applied and was awarded \$600,000 in Regional Early Action Planning (REAP) grant funding from the Orange County Council of Governments (OCCOG). The REAP funding provides a variety of administrative funding over the course of two and a half years. The 2021-22 Trust Budget will use a portion of those funds and future Trust fiscal years will use the remainder.

Also, during this past year, the Trust applied and was awarded \$4.2M in capital funding from the State of California Housing and Community Development Local Housing Trust Fund (LHTF) program. 5% of those capital funds can be used for administrative expenses related to the projects funded. The 2021-22 Trust Budget includes half of the allowed administrative expenses with the remainder proposed for next year.

In May 2020, the County of Orange granted to fund Trust administrative expenses of \$200,000 starting in 2020 and for five years. This grant agreement states *“Whereas, the City Contribution actual amount is subject to change based on the Trust’s receipt of outside funding towards*

*administrative costs; and in its effort to support the Trust's efforts toward the development of affordable housing in Orange County, the County has agreed to a set County Contribution amount for the next five fiscal years regardless of any receipt of outside funding."*

These three administrative revenue sources for the fiscal year 2021-22 are summarized as follows:

1. 2021-22 Regional Early Action Planning Grant (REAP) in the amount of	\$310,000.
2. County of Orange in the amount of	\$200,000.
3. 2020-21 LHTF administrative grant funds in the amount of	<u>\$105,384</u>
TOTAL	\$615,384

The total of these three sources of revenue constitutes the necessary administrative funding for the proposed 2021-22 Trust Budget and therefore no City Member contributions are necessary.

Joint Powers Agreement Section 7(c)(1) requires City Members to make annual contributions towards the budgeted administrative costs in accordance with a cost allocation formula unless a waiver by unanimous vote is approved by the Board of Directors. Staff recommends that the Board of Directors approve this waiver.

The 2021-22 Trust expenses are presented in Attachment A in a manner that indicates not only the line-item detail describing the expenses but also the funding source for the expenses. The REAP and LHTF grant funds each have limitations on what is considered an eligible expense. That detail has been factored into how the expenses are funded.

At the request of the Trust Board, the following consultant services identified in Attachment A will be competitively bid and submitted to the Trust Board for approval at a future date:

1. Financial Consultant
2. Auditing Consultant
3. Advocacy/Lobbying Services
4. Marketing and Communication Services
5. Website and GIS Mapping Consultant

## ATTACHMENT

Attachment A – FY 2021-22 Budget

**Orange County** | Housing Finance Trust  
FY 2021-22 Budget

REVENUE SOURCES	20-21 ESTIMATED	20-21 ACTUAL	21-22 ESTIMATED				
			TOTAL	2021 REAP	COUNTY MEMBER \$	CITY MEMBER \$	20-21 LHTF
		\$450,000	\$450,020	\$615,384	\$ 310,000	\$ 200,000	\$ -

EXPENSE USES	20-21 ESTIMATED	20-21 ACTUAL	21-22 ESTIMATED				
			TOTAL	2021 REAP	COUNTY MEMBER \$	CITY MEMBER \$	20-21 LHTF
	<b>GENERAL OPERATING COSTS</b>						
<i>Board Member Parking Validations</i>	\$750	\$0	\$0				
<i>Memberships/Subscriptions/Dues/Website/Email</i>	\$2,500	\$400	\$2,500		\$ 2,500		
<i>Taxes/Business Licenses/Fees</i>	\$1,200	\$0	\$0				
<i>Office Supplies/Mailing/Equipment/Software/Copying/Misc Fees</i>	\$8,000	\$0	\$2,000		\$ 2,000		
<i>Conference-Registration Fees/Travel Expenses/Business Meeting</i>	\$4,000	\$0	\$4,000		\$ 4,000		
<i>Insurance (Alliant) (this budget item approved mid-year)</i>	\$6,200	\$6,200	\$16,000		\$ 16,000		
<b>TOTAL GENERAL OPERATING COSTS</b>	<b>\$22,650</b>	<b>\$6,600</b>	<b>\$24,500</b>	<b>\$0</b>	<b>\$24,500</b>	<b>\$0</b>	<b>\$0</b>

<b>CONSULTANT COSTS</b>							
<i>Management and Administration (CivicStone)</i>	\$175,000	\$160,000	\$240,000	\$ 140,000	\$ 50,000		\$ 50,000
<i>County Counsel (County MOU)</i>	\$42,969	\$37,000	\$40,000	\$ 10,000	\$ 19,500		\$ 10,500
<i>County Clerk of the Board (County MOU)</i>	\$7,200	\$5,000	\$6,000		\$ 6,000		
<i>County Sheriff (Board Meeting Audio/Video) (County MOU)</i>	\$1,803	\$1,400	\$1,803		\$ 1,803		
<i>County Treasurer (County MOU)</i>	\$7,800	\$0	\$0				
<i>Auditor Controller (County MOU)</i>	\$13,193	\$7,000	\$7,500		\$ 5,000		\$ 2,500
<i>County Community Resources (County MOU)</i>	\$92,585	\$75,000	\$80,000	\$ 3,419	\$ 69,197		\$ 7,384
<i>Financial Consultant (CSH)</i>	\$30,000	\$25,000	\$35,000	\$ 10,000			\$ 25,000
<i>Auditing Consultant (Edie Bailly)</i>	\$15,000	\$15,500	\$17,000		\$ 17,000		
<i>Advocacy/Lobbying Services (Platinum Advisors)</i>	\$38,000	\$38,000	\$72,000	\$ 72,000			
<i>Marketing &amp; Communication Services</i>	\$10,000	\$0	\$20,000	\$ 3,000	\$ 7,000		\$ 10,000
<i>Website and GIS Mapping Consultant</i>	\$0	\$0	\$71,581	\$ 71,581			
<b>TOTAL CONSULTANT COSTS</b>	<b>\$433,550</b>	<b>\$363,900</b>	<b>\$590,884</b>	<b>\$310,000</b>	<b>\$175,500</b>	<b>\$0</b>	<b>\$105,384</b>

<b>ESTIMATED ANNUAL EXPENSES</b>	<b>\$456,200</b>	<b>\$370,500</b>	<b>\$615,384</b>	<b>\$310,000</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$105,384</b>
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