

SPECIAL MEETING AGENDA - ORANGE COUNTY HOUSING FINANCE TRUST

TUESDAY, DECEMBER 12, 2023 - 10:00 A.M.

MEETING WILL BE HELD IN-PERSON ONLY

**COUNTY ADMINISTRATION NORTH – MULTI-PURPOSE ROOM – 1ST FLOOR
400 W. CIVIC CENTER DRIVE
SANTA ANA, CA 92701**

KATRINA FOLEY
Chairman

JESSIE LOPEZ
Vice Chair

(VACANT)
Director

NATALIE MOSER
Director

TAMMY KIM
Director

STEPHEN FAESSEL
Director

SHARI FREIDENRICH
Director

MIKE FROST
Director

VICENTE SARMIENTO
Director

Trust Manager
Adam Eliason

Trust Counsel
Lauren Kramer

Clerk of the Trust
Valerie Sanchez

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 (or pseudonym) for the record prior to providing your comments. **In compliance with the Americans with Disabilities Act and County Language Access Policy, those requiring accommodation or services of an interpreter for this meeting should notify the Clerk of the Board's Office 72 hours prior to the meeting at (714) 834-2206. Requests received less than 72 hours in advance will still receive every effort to reasonably fulfill within the time provided.**

This agenda contains a brief general description of each item to be considered. The Orange County Housing Finance Trust encourages public participation. Members of the public may address the Trust regarding any item in the following ways:

1. **In-person:** If you 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.
2. **Written Comment** – The Trust is also accepting public comments to be submitted by emailing them to aeliason@ochft.org. The comments will be distributed to all of the Directors and read into the record. If you wish to comment on a specific agenda item, please identify the item in your email. General public comments will be addressed during the general public comment item on the agenda. In order to ensure that staff has the ability to provide comments to the Directors in a timely manner, please submit your comments prior to noon the day before the meeting. Public comments will be made available to the public upon request.

*All supporting documentation is available for public review online at:
www.OCHFT.org and in the office of the Clerk of the Board of Supervisors located in the
County Administration North building, 400 W. Civic Center Drive, 6th Floor,
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:

1. Approve Orange County Housing Finance Trust minutes from the September 20, 2023, meeting.

DISCUSSION ITEMS:

At this time, members of the public in attendance may ask the Board to be heard, and emails received by members of the public will be read into the record on the following items as those items are called.

2. Receive and file a presentation to introduce the Trust's new online property mapping.
3. Approve funding of three development projects pursuant to supplemental 2023 Orange County Housing Finance Trust Notice of Funding Availability; and authorize Trust Manager to execute a Letter of Intent to fund awardees.
4. Approve amendment to the agreement with CivicHome for professional management services for the term beginning January 1, 2023, and ending December 31, 2025, to increase the total contract amount to total not-to-exceed amount of \$1,140,000 and add additional staff for accounting.
5. Adopt a resolution establishing the 2024 Orange County Housing Finance Trust meeting calendar.
6. Received and file a presentation regarding the Trust Notice of Funding Availability process.

HOUSING TRUST MANAGER REPORT:

7. Oral Report from the Housing Trust Manager

PUBLIC COMMENTS:

At this time members of the public may address the Trust, and emails received by deadline will be read into record 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, and emails received are to be read.

DIRECTOR COMMENTS:

ADJOURNED:

NEXT MEETING: January 17, 2024 – 10:00 am

Agenda Item 1
Trust Minutes
September 20, 2023

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

WEDNESDAY, SEPTEMBER 20, 2023, 10:00 A.M.

KATRINA FOLEY

Chair

JESSIE LOPEZ

Vice Chair

DON BARNES

Director

NATALIE MOSER

Director

MIKE FROST

Director

STEPHEN FAESSEL

Director

JESSIE LOPEZ

Director

TAMMY KIM

Director

VICENTE SARMIENTO

Director

Trust Manger
Adam Eliason

Trust Counsel
Lauren Kramer

Clerk of the Trust
Valerie Sanchez

ATTENDANCE: Directors Faessel, Foley, Freidenrich, Frost, Kim and Moser

ABSENT: Directors Barnes, Lopez and Sarmiento

PRESENT: Trust Counsel
Clerk of the Trust
Trust Manager

Lauren Kramer
Valerie Sanchez
Adam Eliason

CALL TO ORDER

The Chair called the meeting to order at 10:00 a.m.

PLEDGE OF ALLEGIANCE

Director Moser led the pledge of allegiance

ROLL CALL

The Clerk called the roll and confirmed quorum

CONSENT CALENDAR

1. Approve Orange County Housing Finance Trust minutes from the July 19, 2023 meeting
ON THE MOTION OF DIRECTOR KIM, SECONDED BY DIRECTOR FAESSEL, BY A VOTE OF 6 TO 0, WITH DIRECTORS BARNES, LOPEZ AND SARMIENTO BEING ABSENT, THE BOARD APPROVED THE MINUTES OF THE JULY 19, 2023 REGULAR MEETING

DISCUSSION ITEMS:

2. Adopt a resolution authorizing Adam Eliason to execute application and program documents related to the State of California, Department of Housing and Community Development Local Housing Trust Fund Program
ON THE MOTION OF DIRECTOR FREIDENRICH, SECONDED BY DIRECTOR KIM, BY A VOTE OF 6 TO 0, WITH DIRECTORS BARNES, LOPEZ AND SARMIENTO BEING ABSENT, THE BOARD APPROVED ITEM AS RECOMMENDED
3. Approve additional funding and related amendments for North Harbor Village
ON THE MOTION OF DIRECTOR MOSER, SECONDED BY DIRECTOR KIM, BY A VOTE OF 6 TO 0, WITH DIRECTORS BARNES, LOPEZ AND SARMIENTO BEING ABSENT, THE BOARD APPROVED RECOMMENDED ACTIONS TWO AND THREE
4. Approve the 2023 update to the 2020-2025 Orange County Housing Finance Trust Strategic Plan
ON THE MOTION OF CHAIR FOLEY, SECONDED BY DIRECTOR KIM, BY A VOTE OF 6 TO 0, WITH DIRECTORS BARNES, LOPEZ AND SARMIENTO BEING ABSENT, THE BOARD VOTED TO CONTINUE THIS ITEM TO THE NOVEMBER 15, 2023 REGULAR MEETING AND HAVE THE TRUST MANAGER CALENDAR AND PREPARE A WORKSHOP/RETREAT TO MORE THOROUGHLY REVIEW AND PROVIDE INPUT INTO THE STRATEGIC PLAN PRIOR TO THE NOVEMBER 15, 2023 REGULAR MEETING.
5. Approve amendment to the agreement with CivicHome for professional management services for the term beginning January 1, 2023, and ending December 31, 2025, to increase the amount by \$140,000 per contract year for a new total not-to-exceed amount of \$400,000 per contract year
ON THE MOTION OF CHAIR FOLEY, SECONDED BY DIRECTOR KIM, BY A VOTE OF 6 TO 0, WITH DIRECTORS BARNES, LOPEZ AND SARMIENTO BEING ABSENT, THE BOARD VOTED TO CONTINUE THIS ITEM TO THE NOVEMBER 15, 2023 REGULAR MEETING

HOUSING TRUST MANAGER REPORT (Item 7):

6. Oral Report from the Housing Trust Manager
TRUST MANAGER ADAM ELIASON PROVIDED AN UPDATE ON PENDING GRANT APPLICATIONS TOTALING \$20 MILLION DOLLARS AND AN UPDATE ON THE ACCESSORY DWELLING UNIT PROGRAM WITH A GROWING INTEREST LIST OF POTENTIAL APPLICANTS; ALSO REPORTED THE GIS MAPPING TOOL IS ALMOST READY TO IMPLEMENT AND THE NOVEMBER MEETING WILL INCLUDE A DEMONSTRATION FROM THE CONSULTANT; TRUST HOUSING DEVELOPMENT MANAGER GRANT HENNINGER PROVIDED AN UPDATE ON EXISTING PROJECTS INCLUDING 18 FUNDED PROJECTS TOTALING 1,221 HOUSING UNITS, 13 OF THOSE PROJECTS ARE CURRENTLY UNDER CONSTRUCTION AND ONE PROJECT IS APPROACHING COMPLETION

PUBLIC COMMENTS:

Ben Hurst – Oral Re: Thanked the Trust on behalf of The Salvation Army for supporting the Center of Hope project which will hold its Ribbon Cutting Ceremony on October 9, 2023 at 10:00 A.M. and all Trust Board members are invited to attend

DIRECTOR COMMENTS:

None

ADJOURNED: 11:13 a.m.

NEXT MEETING: November 15, 2023 at 10:00 a.m.

KATRINA FOLEY
Chair, Orange County Housing Finance Trust

VALERIE SANCHEZ
Clerk of the Orange County Housing Finance Trust

Agenda Item 3
Funding Supplemental 2023
NOFA applications

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

MEETING DATE: December 12, 2023

SUBJECT: Approve funding of three development projects pursuant to supplemental 2023 Orange County Housing Finance Trust Notice of Funding Availability; and authorize Trust Manager to execute a Letter of Intent to fund awardees.



Adam B. Eliason, Manager

RECOMMENDED ACTION

1. APPROVE FUNDING FOR THREE PROJECTS PURSUANT TO THE SUPPLEMENTAL 2023 ORANGE COUNTY HOUSING FINANCE TRUST – NOTICE OF FUNDING AVAILABILITY INCLUDING NORTH HARBOR VILLAGE IN THE AMOUNT OF \$1,289,610; MARKS WAY IN THE AMOUNT OF \$2,394,990; AND THE ORION IN THE AMOUNT OF \$503,501.60.
2. AUTHORIZE THE TRUST MANAGER TO EXECUTE LETTERS OF INTENT TO FUND AWARDEES AND EXECUTE LOAN DOCUMENTS WITH THE APPROVAL OF TRUST COUNSEL.

BACKGROUND

Following the May 2023 Trust Board Meeting, the Trust had \$4,188,101.60 available in unallocated MHSAs funds. These funds are available on a first-come, first-serve basis, in accordance with the 2023 NOFA.

Since May 2023, the Trust has received three additional MHSAs funding applications, detailed in the table below:

Project Name	Date Submitted	Service Planning Area	Trust Funded Units	Total Units	Funding Request
North Harbor Village	10/11/2023	Central	7	91	\$1,289,610
Marks Way	10/13/2023	North	13	51	\$2,394,990
The Orion	10/16/2023	North	8	166	\$1,473,840
Total			28	308	\$5,158,440

NOFA APPLICATIONS

In total, these three new Trust applications requested \$5,158,440 in MHSA funding from the Trust. However, the Trust only has \$4,188,101.60 in available MHSA funding, so it cannot fully fund all three additional applications.

1. The first of the three applications are for North Harbor Village, which the Trust Board considered at the September 2023 Board Meeting. This project has previously received and been funded \$2,217,769.14 by the Trust and is now requesting an additional \$1,289,610. In September, the Trust Board reviewed the reasons for the requested increase in funding, including unexpected construction repairs, increases in labor and materials, and a substantial increase in project insurance costs. At the September meeting, the Trust Board approved modifying the type of units funded between MHSA and non-MHSA units for the prior award. Approving this additional funding would restore the number of MHSA units to that which was originally approved for the project.
2. The second application received by the Trust is for Marks Way, a new project in the City of Orange. Marks Way will involve new construction and include 51 units restricted for seniors, with 13 units set aside for permanent supportive housing, funded in part by Trust MHSA funds. The developer, National CORE, plans to apply for a Capitalized Operating Subsidy Reserve (COSR) through the County of Orange, which is required to provide rental subsidies for the MHSA-funded units, as per the Trust's NOFA. Any Trust funding for Marks Way will be contingent upon the award of the COSR through the County.
3. The third and final application received by the Trust is for The Orion, another new project in the City of Orange. The Orion will include 166 units restricted for seniors, with eight set aside for permanent supportive housing, funded in part by Trust MHSA funds. The developer, USA Properties, has also applied for Project Based Vouchers (PBV) through the County of Orange, which are required to provide rental subsidies for the MHSA-funded units, in accordance with the Trust's NOFA. Any Trust funding for The Orion will be contingent upon the award of the PBVs through the County.

PROJECT EVALUATION

The applications were reviewed by a panel that included the Trust Manager and the Housing Development Manager, for the Orange County Housing Finance Trust, the Housing Development Manager, Orange County Community Resources, and representatives from the Orange County Health Care Agency that oversees MHSA funding and the services that accompany it.

All three projects met the NOFA application threshold requirements. The NOFA specifies that projects will be considered on a first-come, first-serve basis after the initial application deadline

in March, without ranking based on project scoring. Therefore, the projects are being recommended in the order in which the Trust received project applications, with The Orion being recommended for partial funding as the final application received. The Orion project would be eligible to apply to the Trust for additional funding as part of the 2024 Trust NOFA process.

PROJECT FUNDING RECOMMENDATIONS

Staff recommends approval of the funding award shown in the table below and to authorize Trust staff to execute funding commitment letters consistent with this award.

Project Name	Date Submitted	Service Planning Area	Trust Funded Units	Total Units	Funding Recommendation
North Harbor Village	10/11/2023	Central	7	91	\$1,289,610.00
Marks Way	10/13/2023	North	13	51	\$2,394,990.00
The Orion	10/16/2023	North	8	166	\$503,501.60
Total			28	308	\$4,188,101.60

Agenda Item 4
Amendment to CivicHome
Agreement

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

MEETING DATE: December 12, 2023

SUBJECT: Approve amendment to the agreement with CivicHome for professional management services for the term beginning January 1, 2023, and ending December 31, 2025, to increase the total contract amount to total not-to-exceed amount of \$1,140,000 and add additional staff for accounting.

FROM: Isela Martinez, Orange County Community Resources

RECOMMENDED ACTION:

APPROVE AMENDMENT TO AGREEMENT WITH CIVICHOME FOR PROFESSIONAL MANAGEMENT SERVICES FOR THE TERM BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2025, TO INCREASE THE CONTRACT AMOUNT BY \$360,000 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF \$1,140,000 AND ADD ADDITIONAL STAFF FOR ACCOUNTING.

BACKGROUND:

This report presents a proposal to amend the current contract between the Trust and CivicHome, (“CivicHome”) to align with the approved Trust budget. CivicHome manages various administrative needs to ensure the efficient operation of the Trust. The existing contract, approved by the Trust, provides for a three-year term commencing on January 1, 2023, and concluding on December 31, 2025, with a not-to-exceed amount of \$780,000.

The existing CivicHome scope of work includes *“Review, research, and apply for funding and explore new funding sources and programs in line with the mission and vision of the Trust.”* It also states, *“Manage approved funding disbursements and required compliance monitoring of both capital and administrative grants.”*

Subsequent to execution of the CivicHome contract, on January 18, 2023, the Trust Board approved applying for grant funding to create a new affordable accessory dwelling unit (“ADU”) loan program for Orange County homeowners.

On March 2, 2023, the CalOptima Board approved a four-million-dollar (\$4,000,000) grant to the Trust.

On May 17, 2023, the Trust Board approved the budget for the fiscal year 2023-2024. As part of this budget, an increase of \$166,500 was allocated for the professional services agreement with CivicHome. The increase would require an amendment to the CivicHome contract for the administration of the new ADU and additional accounting services not included in the existing scope of work.

On May 17, 2023, the Trust Board approved an application to the Southern California Association of Governments (SCAG) for additional ADU grant funding.

On November 2, 2023, SCAG Regional Council approved a four-million-dollar (\$4,000,000) grant to the Trust for the affordable ADU loan program.

PROPOSED AMENDMENTS:

The amendment proposes two changes to the contract. First, it seeks to cover the administrative services during this current year in which CivicHome applied for the two grants totaling eight million dollars (\$8,000,000) and started in March 2023 the process of researching and creating the ADU program details including the policy guidebook, loan documents, application, website information, and marketing materials. The affordable ADU loan program was formally launched in October 2023 and this amendment will also cover the administrative services needed for the remaining term of the contract.

The CalOptima grant includes funding for both capital and administrative expenses as follows:

• Capital Funding	\$3,450,000
• Program Design/Management/Underwriting/Compliance (CivicHome)	\$380,900
• Marketing	\$5,100
• Income Certification (Consultant TBD – Jan 2024)	\$11,000
• Tenant Selection/Property Manager (Consultant TBD – Jan 2024)	<u>\$153,000</u>
TOTAL	\$4,000,000

The grant funding budget allocates an estimated amount of administrative expenses over the term of the program.

Second, the proposed amendment aims to address the increased staffing expertise and workload requirements related to the Trust's financial management and planning. Presently, the Trust Manager assumes responsibility for various financial functions, including financial reporting, internal controls, budgeting, forecasting, meetings regarding annual audits, and compliance requirements. To enhance financial oversight and ensure robust financial management, the amendment seeks to authorize CivicHome to hire a part-time professional with specialized expertise in these financial areas.

Over the past four years, the Trust has secured funding commitments amounting to nearly \$64 million through 13 separate funding applications, each carrying distinct accounting and

reporting requirements. Moreover, the complexity and functionality of the Trust's financial operations, budgeting, and annual audit have intensified over this period. Consequently, the Trust's financial administration necessitates additional expertise and dedicated attention to ensuring proper management and adherence to financial protocols.

Currently, the Trust maintains an existing Memorandum of Understanding (MOU) with the County of Orange for check issuance and wiring funds. The County's accounting system cannot accommodate the complexity of tracking each grant to reflect amounts committed, amounts expended, and a more detailed project/program funding requirement. The County's accounting system puts all of the Trust funding in one account and has no way of separating all the various grant funding sources and tracking each independent grant.

CivicHome will hire a part-time staff member to use standard accounting software to establish a conventional accounting system that allows detailed tracking of grant funding, which will be especially useful during the annual audit in future years. The County will continue to provide services related to check issuance, wiring funds, and fund management. This collaboration aims to facilitate seamless financial operations and strengthen financial oversight. Additionally, this staff member will prepare a mid-year budget report and presentation to the Trust Board, something that has been recommended by the annual audit for future years.

The proposed new staff person is Kelly Curtis, who holds a Master of Accountancy in Taxation and a Bachelor of Accountancy. His career spans 30 years and has included a CFO/Controller. His hourly rate is \$170 per hour and will be part of the team that CivicHome has assembled to manage the Trust.

Attachment A is the First Amendment to the Agreement between OCHFT and CivicHome. Attachment B includes the redline changes to the original Scope of Work and Compensation/Payment.

ATTACHMENT

Attachment A – First Amendment to Agreement between OCHFT and CivicHome

Attachment B – Redline of Agreement Attachments A-1 & B-1

**FIRST AMENDMENT
TO AGREEMENT BETWEEN
ORANGE COUNTY HOUSING FINANCE TRUST
AND CIVICHOME FOR CONSULTING SERVICES**

This Amendment to the Consulting Services Agreement, (hereinafter referred to as “Contract”), hereinafter referred to as “First Amendment” 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 CivicHome, 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.”

RECITALS

WHEREAS, OCHFT entered into a Contract with CivicHome for the provision of Consulting Services, with a not-to-exceed amount of \$780,000 for three years commencing January 1, 2023, through December 31, 2025; and

WHEREAS, OCHFT has additional administrative management needs, including, the administration of a new affordable accessory dwelling unit loan program for the purpose of increasing affordable rental housing options for very low-income households in Orange County, for which OCHFT received a large grant.

WHEREAS, OCHFT has additional administrative management needs, including various accounting, financial reporting, and budget monitoring and reporting needs beyond existing staffing expertise and workloads.

WHEREAS, OCHFT now desires to amend the Contract to increase the Contract amount by \$340,000 for the term of the contract, and to modify the Scope of Work to reflect the additional administrative work; and

NOW, THEREFORE, in consideration of the mutual obligation set forth herein, both Parties mutually agree to amend the Contract as follows:

1. Amend the Contract to increase the Contract in the amount of \$340,000 for the term of the contract for a new total not-to-exceed amount of \$1,140,000.
2. Attachment A Scope of Work is hereby replaced with Attachment A-1 Scope of Work.
3. Attachment B Compensation / Payment is hereby replaced with Attachment B-1 Compensation/Payment.
4. Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the dates with their respective signatures:

CIVICHOME, LLC

By: _____

Name: Adam B. Eliason

Title: Principal

Date: _____

*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: _____

Katrina Foley, Chair
Orange County Housing Finance Trust

Dated: _____

**APPROVED AS TO FORM
TRUST COUNSEL**

By: _____

TRUST COUNSEL

Dated: _____

ATTACHMENT A-1

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. Review, edit, and manage annual Trust Notice of Funding Availability (NOFA) process.
2. Review and prepare Trust loan documents and closings.
3. Coordinate with Trust Advocacy/Lobbyist and meet with state and federal legislative officials and staff to provide Trust updates and secure additional funding.
4. Review, research, and apply for funding and explore new funding sources and programs in line with the mission and vision of the Trust.
5. Manage approved funding disbursements and required compliance monitoring of both capital and administrative grants.
6. Meet with the Trust Advisory Board on a quarterly basis.
7. Manage and explore Trust tax-exempt donations to fund more affordable and supportive housing.
8. Update the Trust 5 Year Strategic Plan.
9. Work closely with Auditor/Controller on the management of the Trust Budget.
10. 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.

11. Prepare and coordinate all competitive bidding proposals for consultant/professional services and recommendations to the Trust Board (e.g., financial, auditing, marketing, advocacy, insurance).
12. Establish policies and procedures for the Trust including various compliance monitoring Trust funded projects.
13. Manage and update the Trust website and strategic communications and public relations.
14. Represent the Trust at city council meetings, housing forums, seminars, workshops, committee meetings, various regional and stakeholder meetings to provide Trust updates, collaborate and explore solutions to the housing crisis in Orange County.
15. Implement the strategy to retain and increase Trust membership throughout Orange County.
16. Other duties and assignments as may be deemed necessary and requested by the OCHFT Board and/or through the OCHFT Chair.
17. Prepare program design documents and administer various Trust programs.

IV. SERVICE REQUEST PROCEDURES

The OCHFT 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 OCHFT Chair or designee.

A. Contractor Responsibilities

1. Contractor shall be required to submit a written quote to the OCHFT 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 OCHFT 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 OCHFT 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 OCHFT Chair.

V. OCHFT RESPONSIBILITIES

1. The Trust Board, through its OCHFT 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	Housing Development Manager
John Trauth	Affordable Housing - Strategic Plan
Kelly Curtis	Accounting and Finance Manager
Amanda Grill	Program and Compliance Manager

Assignment of additional key personnel shall be subject to OCHFT approval. OCHFT reserves the right to have any of the 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-1
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 not-to-exceed Contract amount of **\$1,140,000** for the services provided in Attachment A, Scope of Work as follows:
- \$340,000 January 1, 2023 – December 31, 2023
 - \$400,000 January 1, 2024 – December 31, 2024
 - \$400,000 January 1, 2025 – December 31, 2025

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 \$88.00 per hour. The 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 an 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.

Hourly Rate:

STAFF NAME TITLE	RATE PER HOUR
Adam Eliason	\$190.00
John Trauth	\$190.00
Kelly Curtis	\$170.00
Grant Henninger	\$168.00
Amanda Grill	\$88.00

Rate Per Hour will be increased annually on January 1, 2024, and January 1, 2025, equal to an increase in the Consumer Price Index (CPI) for All Urban Consumers (CPI-U), Los Angeles-Long Beach-Anaheim (1982-84=100 unless otherwise noted), All Items promulgated by the Bureau of Labor Statistics (BLS) of the U.S. Department of Labor, or replacement index published thereto.

BLS website: https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm

- 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.
- 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, mileage reimbursement at IRS standard for own car, 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 or OCHFT Chair. Authorization must be done in writing. Written authorization may be in a form including 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: OCCR Accounting Office
601 N. Ross, 6th Floor
Santa Ana, CA 92701

Invoices must be approved by OCHFT Board Chair. 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, 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

ATTACHMENT A--1
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. -_____

OBJECTIVES-

II.

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. Review, edit, and manage annual Trust Notice of Funding Availability (NOFA) process.-
2. Review and prepare Trust loan documents and closings.-
3. Coordinate with Trust Advocacy/Lobbyist and meet with state and federal legislative officials and staff to provide Trust updates and secure additional funding.-

4. Review, research, and apply for funding and explore new funding sources and programs in line with the mission and vision of the Trust. -
5. Manage approved funding disbursements and required compliance monitoring of both capital and administrative grants.-
6. Meet with the Trust Advisory Board on a quarterly basis.-
7. Manage and explore Trust tax-exempt donations to fund more affordable and supportive housing.-
8. Update the Trust 5 Year Strategic Plan. -
9. Work closely with Auditor/Controller on the management of the Trust Budget.-
10. 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.-
11. Prepare and coordinate all competitive bidding proposals for consultant/professional services and recommendations to the Trust Board (e.g., financial, auditing, marketing, advocacy, insurance).-
12. Establish policies and procedures for the Trust including various compliance monitoring Trust funded projects.-
13. Manage and update the Trust website and strategic communications and public relations.-
14. Represent the Trust at city council meetings, housing forums, seminars, workshops, committee meetings, various regional and stakeholder meetings to provide Trust updates, collaborate and explore solutions to the housing crisis in Orange County.-
15. Implement the strategy to retain and increase Trust membership throughout Orange County.-
16. Other duties and assignments as may be deemed necessary and requested by the OCHFT Board and/or through the OCHFT Chair.-
17. Prepare program design documents and administer various Trust programs.

IV. SERVICE REQUEST PROCEDURES-

-
The OCHFT 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 OCHFT Chair or designee. -

Contractor Responsibilities-

A. -

1. Contractor shall be required to submit a written quote to the OCHFT 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 OCHFT 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 OCHFT 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 OCHFT Chair.-
-

V. OCHFT RESPONSIBILITIES _____

-
1. The Trust Board, through its OCHFT 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-	-Housing Development Manager-
John Trauth-	Sub-Consultant for Affordable Housing - Strategic Plan-
<u>Kelly Curtis</u>	<u>Accounting and Finance Manager</u>
(TBD)- <u>Amanda Grill</u>	Project, Budget, Program and Grant Funding Compliance <u>Monitor Manager</u>

- Assignment of additional key personnel shall be subject to OCHFT approval. OCHFT reserves the right to have any of the 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-1
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 annual Contract amount shall not exceed \$260,000 per year for a~~ The total not-to-exceed Contract amount of ~~\$7801,140,000.00~~ for the services provided in Attachment A, Scope of Work.— as follows:

- \$340,000 January 1, 2023 – December 31, 2023
- \$400,000 January 1, 2024 – December 31, 2024
- \$400,000 January 1, 2025 – December 31, 2025

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 \$88.00 per hour. The 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 an 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. —

Hourly Rate:

STAFF NAME TITLE-	RATE PER HOUR-
Adam Eliason Principal	\$190.00 -
John Trauth Sub Consultant	\$190.00-
<u>Kelly Curtis</u>	<u>\$170.00</u>
Grant Henninger Housing Development Manager	\$168.00-
(TBD) Project, Budget, and Grant Funding Compliance Monitor <u>Amanda Grill</u>	\$88.00-

Rate Per Hour will be increased annually on January 1, 2024, and January 1, 2025, equal to an increase in the Consumer Price Index (CPI) for All Urban Consumers (CPI-U), Los Angeles-Long Beach ~~Anaheim~~ Beach-Anaheim (1982-84=100 unless otherwise noted), All Items promulgated by the Bureau of Labor Statistics (BLS) of the U.S. Department of Labor, or replacement index published thereto.

BLS website: https://www.bls.gov/regions/west/news-release/consumerpriceindex_losanjeles.htm

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. - _

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

IV.

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. - ___

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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: OCCR Accounting Office-
601 N. Ross, 6th Floor-
Santa Ana, CA 92701-

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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 5

Resolution for 2024 Trust Board
Meeting Calendar

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

MEETING DATE: December 12, 2023

SUBJECT: Adopt a resolution establishing the 2024 Orange County Housing Finance Trust meeting calendar.

RECOMMENDED ACTION:

1. ADOPT A RESOLUTION ESTABLISHING THE 2024 ORANGE COUNTY HOUSING FINANCE TRUST MEETING CALENDAR.



Adam B. Eliason, Manager

SUMMARY:

The Orange County Housing Finance Trust (Trust) desires to conduct regularly scheduled meetings throughout the year. This item recommends approval of the 2024 meeting calendar.

CALENDAR DISCUSSION:

In accordance with the Trust's Bylaws, the proposed 2024 calendar calls for meetings once every two months throughout the year for a total of six meetings. The meetings will be held at 10:00 a.m. on the third Wednesday of every month.

The location for the meetings in 2024 will be the new County Administration North (CAN) Multipurpose Rooms located at 400 W. Civic Center Drive, Santa Ana, CA 92701.

The specific dates include the following:

- a. January 17, 2024
- b. March 20, 2024
- c. May 15, 2024

- d. July 17, 2024
- e. September 18, 2024
- f. November 20, 2024

The Trust Bylaws further specify that the Board of Directors shall select a Chair and a Vice-Chair on an annual basis at the July Board Meeting and adopt the new fiscal year budget at the May Board Meeting.

ATTACHMENT:

Attachment A Resolution

RESOLUTION OF THE BOARD OF DIRECTORS OF
THE ORANGE COUNTY HOUSING FINANCE TRUST
DECEMBER 12, 2023

WHEREAS, Government Code section 54954 requires the Board of Directors to adopt by ordinance, resolution, or bylaws the time and place for holding regular meetings; and

WHEREAS, the Orange County Housing Finance Trust Joint Powers Agreement authorizes the Board of Directors to fix the dates and times for its regular meetings by resolution; and

WHEREAS, it has been determined that establishing a calendar for Orange County Housing Finance Trust for regular meetings on the 3rd Wednesday of odd months, from 10am-11:30am will fulfill both the requirements of the Brown Act and the Joint Powers Agreement.

NOW, THEREFORE, BE IT RESOLVED that

1. The regular meetings of the Orange County Housing Finance Trust for the 2024 calendar year shall be the following:

The location will be County Administration North – 400 W. Civic Center Drive – Multi-Purpose Room, Santa Ana, CA 92701.

1. January 17, 2024
2. March 20, 2024
3. May 15, 2024
4. July 17, 2024
5. September 18, 2024
6. November 20, 2024