

REGULAR MEETING AGENDA - ORANGE COUNTY HOUSING FINANCE TRUST

WEDNESDAY, MARCH 15, 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**

STEPHEN FAESSEL
Chairman

SHARI FREIDENRICH
Vice Chair

DON BARNES
Director

NATALIE MOSER
Director

JAMEY FEDERICO
Director

KATRINA FOLEY
Director

JESSIE LOPEZ
Director

CYNTHIA VASQUEZ
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 January 26, 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. Approve revised funding letter of commitment extending the funding expiration date for Orchard View Senior Gardens to July 10, 2023, and authorize Trust Manager to execute letter.
3. Approve Amended and Restated Grant Agreement between the County of Orange and the Orange County Housing Finance Trust allocating an additional \$10 million in Mental Health Services Act funding to the Orange County Housing Finance Trust.
4. Approve contract with Houseal Lavigne for mapping services not to exceed \$35,000 and authorize Trust Manager to execute contract and cost contingency not to exceed \$5,000.
5. Approve contract with Corporation for Supportive Housing (CSH) for project financial analysis services not to exceed \$88,875 and authorize Trust Manager to execute contract.

HOUSING TRUST MANAGER REPORT:

6. 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: May 17, 2023 – 10:00am

Agenda Item 1

Minutes – Minutes Jan 26, 2023

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

THURSDAY, JANUARY 26, 2023, 10:00 A.M.

STEPHEN FAESSEL
Chairman

SHARI FREIDENRICH
Vice Chair

DON BARNES
Director

NATALIE MOSER
Director

JAMEY FEDERICO
Director

VICENTE SARMIENTO
Director

JESSIE LOPEZ
Director

CYNTHIA VASQUEZ
Director

KATRINA FOLEY
Director

Trust Manger
Adam Eliason

Trust Counsel
Lauren Kramer

Clerk of the Trust
Valerie Sanchez

ATTENDANCE: Directors Barnes, Federico, Moser, Vasquez, Freidenrich, and Faessel

ABSENT: Directors Foley, Lopez, and Sarmiento

PRESENT: Trust Counsel Lauren Kramer
Clerk of the Trust Valerie Sanchez
Trust Manager Adam Eliason

CALL TO ORDER

The Chairman called the meeting to order at 10:04 a.m.

PLEDGE OF ALLEGIANCE

Director Barnes 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 November 16, 2022 meeting
ON THE MOTION OF DIRECTOR BARNES, SECONDED BY DIRECTOR FEDERICO, BY A VOTE OF 5 TO 0, WITH DIRECTORS FOLEY, LOPEZ, SARMIENTO AND VASQUEZ BEING ABSENT, THE BOARD APPROVED THE MINUTES OF THE NOVEMBER 16, 2022 REGULAR MEETING

DISCUSSION ITEMS (Items 2-6):

2. Receive and file Federal and State funding advocacy update from Townsend Public Affairs
RECEIVED AND FILED ON THE MOTION OF VICE CHAIR FREIDENRICH, SECONDED BY DIRECTOR MOSER, BY A VOTE OF 6 TO 0, WITH DIRECTORS FOLEY, LOPEZ AND SARMIENTO BEING ABSENT
3. Receive and file the 2022 County of Orange Housing Funding Strategy Update
RECEIVED AND FILED ON THE MOTION OF DIRECTOR BARNES, SECONDED BY DIRECTOR FEDERICO, BY A VOTE OF 6 TO 0, WITH DIRECTORS FOLEY, LOPEZ AND SARMIENTO ABSENT
4. Authorize the Trust Manager to apply for grant funding to create a new Trust Accessory Dwelling Unit Loan Program
ON THE MOTION OF DIRECTOR BARNES, SECONDED BY DIRECTOR MOSER, BY A VOTE OF 6 TO 0, WITH DIRECTORS FOLEY, LOPEZ AND SARMIENTO BEING ABSENT, THE BOARD APPROVED ITEM AS RECOMMENDED
5. Authorize Trust Manager to issue Request for Proposal for mapping services
ON THE MOTION OF DIRECTOR BARNES, SECONDED BY VICE CHAIR FREIDENRICH, BY A VOTE OF 6 TO 0, WITH DIRECTORS FOLEY, LOPEZ AND SARMIENTO BEING ABSENT, THE BOARD APPROVED ITEM AS RECOMMENDED
6. Approve 2023 Notice of Funding Availability (NOFA); and authorize issuance of NOFA on January 26, 2023
ON THE MOTION OF DIRECTOR BARNES, SECONDED BY VICE CHAIR FREIDENRICH, BY A VOTE OF 5 TO 0, WITH DIRECTORS FEDERICO, FOLEY, LOPEZ AND SARMIENTO BEING ABSENT, THE BOARD APPROVED THE ITEM AS AMENDED TO ADD ADDITIONAL CLARIFYING LANGUAGE TO PAGE 11, SECTION 4.06

HOUSING TRUST MANAGER REPORT (Item 7):

7. Oral Report from the Housing Trust Manager
TRUST MANAGER ADAM ELIASON ANNOUNCED THAT GROUNDBREAKING WILL BE TAKING PLACE ON FEBRUARY 10, 2023 FOR PASEO ADELANTO IN SAN JUAN CAPISTRANO, A MIXED-USE SITE THAT WILL INCLUDE A PERMANENT CITY HALL FOR THE CITY OF SAN JUAN CAPISTRANO, 50 UNITS OF AFFORDABLE HOUSING AND 26 UNITS OF PERMANENT SUPPORTIVE HOUSING. DIRECTOR FEDERICO WILL SPEAK AT THE EVENT.

PUBLIC & TRUST COMMENTS:

PUBLIC COMMENTS:

None

DIRECTOR COMMENTS:

Director Moser – Oral re: Asked that the senior demographic on the edge of homelessness be considered as appropriate in future planning or funding proposals

Director Faessel – Oral re: Noted a change in Trust members due to change within Board of Supervisors; asked Trust Manager to create document thanking Supervisors Bartlett and Chaffee for serving on the Board of Directors

ADJOURNED: 11:34 a.m.

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

STEPHEN FAESSEL
Chairman, Orange County Housing Finance Trust

JOANNE GOLDEN
Clerk of the Orange County Housing Finance Trust

Agenda Item 2

Orchard View Extension

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

MEETING DATE: March 15, 2023

SUBJECT: Approve revised funding letter of commitment extending the funding expiration date for Orchard View Senior Gardens to July 10, 2023, and authorize Trust Manager to execute letter.



Adam B. Eliason, Manager

RECOMMENDED ACTION:

APPROVE REVISED FUNDING LETTER OF COMMITMENT EXTENDING THE FUNDING EXPIRATION DATE FOR ORCHARD VIEW SENIOR GARDENS TO JULY 10, 2023, AND AUTHORIZE TRUST MANAGER TO EXECUTE LETTER.

BACKGROUND:

In May 2020, the Trust awarded funds to seven projects through its Affordable and Permanent Supportive Housing NOFA, including Orchard View Senior Gardens. Originally, the loan commitment for Orchard View Senior Gardens was set to expire on November 6, 2021. Subsequent to that, at the September 15, 2021, Board meeting, the Trust extended the loan commitment for Orchard View Senior Gardens to June 30, 2022, along with four other projects. Then again, on May 18, 2022, the Board extended the loan commitment for Orchard View to March 31, 2023.

DISCUSSION:

The original financing plan for Orchard View Senior Gardens assumed an award of No Place Like Home (NPLH) funds during the first round of funding for that program in June 2020 and an allocation of 9% tax credits in June 2021, but the project was not awarded those funds. Subsequently, National CORE applied for NPLH funds during the second and third rounds of funding, but also did not receive funding awards from those applications.

As stated in the letter from the applicant (Attachment A), National CORE has continued applying for funding for Orchard View, including in February 2022, when National CORE submitted a funding request to the City of Buena Park, which was approved by City Council. This additional local funding boosted the project's tie breaker score under the Low Income Housing Tax Credit program. Subsequently, National CORE applied for tax credits in July 2022, and was notified on December 27, 2022 that the project would be allocated tax credits which became the last item needed to now proceed with the construction of the project. A copy of the tax credit reservation letter is included as Attachment B.

National CORE has a deadline to commence construction no later than July 10, 2023. Therefore, staff recommends extending the loan commitment for the Orchard View project to July 10, 2023.

ATTACHMENTS:

Attachment A – Letter of request for Orchard View Senior Gardens

Attachment B – Tax Credit Reservation Letter



CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE

915 Capitol Mall, Suite 485
Sacramento, CA 95814
p (916) 654-6340
f (916) 654-6033
www.treasurer.ca.gov/ctcac

MEMBERS
FIONA MA, CPA, CHAIR
State Treasurer

BETTY YEE
State Controller

JOE STEPHENSHAW
Director of Finance

GUSTAVO VELASQUEZ
Director of HCD

TIENA JOHNSON HALL
Executive Director of CalHFA

EXECUTIVE DIRECTOR
NANCEE ROBLES

Reservation Letter

December 28, 2022

Ashley Wright
National Community Renaissance of California
9421 Haven Avenue
Rancho Cucamonga, CA 91730

Email: awright@nationalcore.org

RE: Orchard View Senior Gardens
8300 Valley View Street
Buena Park, CA 90620
CA-22-053
Allocation type: Nonprofit (qualified nonprofit organization)
Completion date: December 31, 2024
Minimum low-income election: 40%/60%

Dear Ashley Wright,

The California Tax Credit Allocation Committee ("CTCAC"), in its role as administrator of the federal and California Low Income Housing Tax Credit programs established by Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"), and Sections 17058, 12206, and 23610.5 of the California Revenue and Taxation Code, hereby reserves for the project (the "Project") referenced above and described in the staff report attached hereto, 2022 low income housing tax credits in the following amount(s) and under the following conditions and limitations:

\$1,875,713: in federal Tax Credits annually for each of ten years (applicable percentage of 9.00% and/or estimated 4.00% for acquisition);

\$ 0: in total state Tax Credits to be taken over a four-year period.

These credit amounts have been calculated using the estimated qualified basis and estimated applicable percentage(s) identified in the attached staff report. While the actual qualified basis and applicable percentages may change, the credit amounts of the reservations stated above are maximum credit amounts and cannot be exceeded.

Reservation Letter
December 28, 2022
Orchard View Senior Gardens / CA-22-053
Page 2

The Staff Report states whether the Applicant has made an election to sell ("certificate") all or any portion of the state credit, as allowed pursuant to Revenue and Taxation Code Sections 12206(o), 17058(q), and 23610.5(r). If the Applicant has elected to certificate the state credit, the election to certificate may, only once, be revoked at any time before CTCAC issues the Form(s) 3521A, at which point the election shall become irrevocable. Furthermore, the Applicant who sells any portion of the state credit and a buyer who later resells any portion of the credit shall report to CTCAC within 10 days of the sale of the credit, in a form specified by CTCAC, all required information regarding the purchase and sale of the credit. At the request of the owner, CTCAC shall reissue the Form 3521A in the name of the buyer.

This Reservation is conditioned upon the Project Applicant (the "Applicant") constructing, rehabilitating or acquiring and rehabilitating the Project in accordance with the application for low income housing tax credits (the "Application") submitted to CTCAC (subject to the Applicant maintaining its eligibility under all selection criteria and adhering to all conditions stated in the attached staff report) and is subject to full compliance by the Applicant with the Code and the California Code of Regulations, Title 4, Chapter 17 (the "Regulations"). This Reservation is further conditioned upon the owner posting project signage at the construction site in a manner consistent with criteria outlined on the CTCAC website at: <http://www.treasurer.ca.gov/ctcac/signage/memo.pdf>. This Reservation is further conditioned upon the Project receiving an Internal Revenue Service (IRS) form 8609 in 2022 or submitting to the Committee all documentation qualifying for a Carryover Allocation as specified in Committee Regulation Section 10328(d). **For 2022 award recipients, an application for a Carryover Allocation must be submitted by December 30 of the year of the reservation, together with the applicable allocation fee and all required documentation, except that the time for meeting the "10% test" and submitting related documentation will be no later than twelve (12) months after the date of the Carryover Allocation. Failure to submit the applicable allocation fee by the deadline above will result in cancellation of this Reservation.** No change in the owner, general partner(s) of the owner, or any members of a Limited Liability Company that has an ownership interest in the Project shall occur prior to final allocation of the Tax Credits without the prior written consent of CTCAC. If such consent is given, this Reservation is binding on all successors and assigns. In order to obtain a Carryover Allocation and retain this Reservation, the following must be submitted no later than December 30, except that the time for meeting the "10% test" and submitting related documentation will be no later than twelve (12) months after the date of the Carryover Allocation:

- evidence that the Applicant had uninterrupted control of the Project site since filing the original application with CTCAC and, if the site is not already owned, evidence that the Applicant will maintain site control until the time for submitting the evidence of the land's purchase that will be no longer than twelve (12) months after the date of the Carryover Allocation;
- a certification, on forms supplied by CTCAC, that Applicant's basis as of the date of the Carryover Allocation or the date that will be no later than twelve (12) months after the date of the Carryover Allocation, exceeds 10% of the anticipated basis of the Project upon completion (see Section 42(h)(1)(E) and applicable IRS Notices);

- evidence of site control. Evidence may take the form of any of the following: a preliminary title report issued no earlier than 30 days prior to the date of the Carryover Allocation submission; a conformed copy of the recorded grant deed; or a conformed copy of the recorded memorandum of lease;
- any other information required by the IRS or CTCAC;

Applicants that received full points in the Readiness to Proceed point category must be able to begin construction, meet all of the following requirements and submit evidence of the same no later than 194 days from the date hereof, that is, no later than **July 10, 2023**. Such evidence shall include a completed updated application form along with a detailed explanation of any changes from the initial application, an executed construction contract, recorded deeds of trust for all construction financing (unless a project's location on tribal trust land precludes this), binding commitments for permanent financing, binding commitments for any other financing required to complete project construction, a limited partnership agreement executed by the general partner and the investor providing the equity, an updated CTCAC Attachment 16, payment of all construction lender fees, issuance of building permits (a grading permit does not suffice to meet this requirement) or the applicable tribal documents, and notice to proceed delivered to the contractor. **Failure to meet this timeline shall result in rescission of the Credit Reservation or the issuance of negative points.**

Pursuant to Regulation Section 10328(c), the Applicant must provide the Committee with a completed updated application form in an email to TCACdocs@treasurer.ca.gov or on a flash drive no later than 194 days following the Reservation. Applicants may now submit documents for each CTCAC deadline on CD or flash drive, including Placed in Service documents. **CTCAC will not accept the Placed in Service documents by email or over the internet.**

Before issuance of IRS Form 8609 and/or FTB 3521A, the project owner will be required to sign a CTCAC Regulatory Agreement and lease rider, if applicable, which will bind current and future owners to covenants previously agreed to by the project owner and CTCAC. The project will be monitored by CTCAC for the duration of the compliance period to ensure that the project is abiding by all covenants. Projects will be charged a one-time monitoring fee of \$410 per tax-credit unit. This fee must be paid before any tax forms will be issued and/or the Regulatory Agreement will be recorded. (Credits cannot be claimed if the Agreement has not been recorded.)

Within one year from the project's actual placed in service date, the Applicant must request from CTCAC the issuance of Internal Revenue Service (IRS) Form(s) 8609 and submit the required documentation as specified in CTCAC Regulation Section 10328(e). Prior to issuance of IRS Form 8609 and/or FTB 3521A, the project owner must submit to CTCAC the following in the form of a CD/DVD/flash drive (Please do not submit these documents in a binder):

- an updated application (in MS Excel format) which shows in every respect what changes have occurred or are being proposed from the application upon which this Reservation was made (all changes are subject to approval by the Committee);
- all documents under Regulation Section 10322(i); and
- all documents required at Placed in Service are located on the CTCAC website at:

Reservation Letter
December 28, 2022
Orchard View Senior Gardens / CA-22-053
Page 4

<https://www.treasurer.ca.gov/ctcac/inservice/STOhome.asp>

Failure to provide the required request and documentation by the deadline may result in negative points as specified in Committee Regulation Section 10325(c)(3).

No later than 5:00 p.m. on **December 30, 2022**, the Applicant must provide a check made out to the Committee in the amount of **\$75,029**, which is the **performance deposit** required for this Project. Failure to provide the performance deposit by December 30, 2022, shall result in cancellation of the reservation. The performance deposit may only be refundable under the circumstances and conditions set forth in the Committee Regulation Section 10335(d)(3).

Similarly, no later than **December 30, 2022**, the Applicant must provide a check made out to the Committee in the amount of **\$75,029**, which represents the **allocation fee** for this Project. The allocation fee is not refundable.

By accepting this Reservation, the owner understands and accepts the risks that the U.S. Congress, U.S. Department of the Treasury, or the State of California may change the requirements for the award of tax credits by subsequent enactment of law or regulation. The Applicant further acknowledges that it has consulted its own tax advisor as to any consequences related to this Reservation or eventual award of tax credits.

Applicant acknowledges that it is under an affirmative obligation to advise CTCAC of any material change in the nature or composition of the owner or the development team or of any of the specifics of the Project set forth in the Application.

Applicant acknowledges that, in awarding tax credits, CTCAC has reserved a portion of the annual ceiling for Applicant's use, but that CTCAC makes no representation that such credits can be claimed by Applicant. Applicant further acknowledges that upon its failure to meet any of the requirements in this Reservation or the reservation itself or any other requirements of CTCAC or, upon mutual consent with CTCAC, the Project's reservation may be canceled, and the credits returned to CTCAC. Moreover, even after the award of the carryover allocation, the amount of such allocation may be adjusted if, upon the initial and subsequent feasibility determinations, CTCAC determines that the Project received more credits than are necessary for financial feasibility of the Project. In addition, CTCAC may rescind a reservation or allocation of credits in the event that the maximum amount of credits achievable is insufficient for financial feasibility of the Project.

CTCAC accepts no responsibility for any adverse consequences to the owner if the owner chooses to proceed with the Project based upon this Reservation. The owner is advised that CTCAC is required by law to evaluate the Project a minimum of two additional times. These evaluations must occur at the time of the 194-day deadline and when the Project is placed in service. Further evaluations may result in the denial of any allocation of tax credits or a reduction in the amount of tax credits finally allocated to this Project.

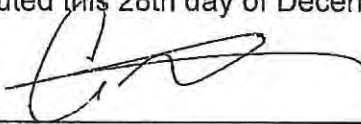
No CTCAC committee member, officer, director, agent, or employee shall be personally liable concerning any matters arising out of, or in relation to, the undertakings or obligations set forth herein.

Reservation Letter
December 28, 2022
Orchard View Senior Gardens / CA-22-053
Page 5

Please examine the provisions of this Reservation carefully, and advise me promptly if there are any errors contained herein. If you agree to the terms of this Reservation, **please sign and date this form and deliver the reservation letter and performance deposit no later than 5:00 p.m. on December 30, 2022.** CTCAC reserves the right to revoke this Reservation if it discovers that the Applicant has provided erroneous or fraudulent information to CTCAC in connection with the Application or fails to comply with any of the requirements of CTCAC. You are encouraged to keep a copy of this document for your records.

If you do not wish to accept this reservation offer, please notify this office as soon as possible so that the credit may be reserved for another project.

Executed this 28th day of December 2022.

By: 

Nancee Robles
Executive Director

Accepted this 28th day of December, 2022.

By: 

(signature)
Michael Finn

(type or print name)
Chief Financial Officer

(type or print title)

CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE

Project Staff Report

2022 Second Round

December 28, 2022

Orchard View Senior Gardens, located at 8300 Valley View Street in Buena Park, requested and is being recommended for a reservation of \$1,875,713 in annual federal tax credits to finance the new construction of 65 units of housing serving seniors with rents affordable to households earning 30%-60% of area median income (AMI). The project will be developed by National Community Renaissance of California and will be located in Senate District 32 and Assembly District 65.

The project will be receiving rental assistance in the form of HUD Section 8 Project-based Vouchers. The project financing includes state funding from the Special Needs Housing Program (SNHP) through CalHFA.

Project Number CA-22-053

Project Name Orchard View Senior Gardens
Site Address: 8300 Valley View Street
 Buena Park, CA 90620 County: Orange
Census Tract: 1103.04

Tax Credit Amounts	Federal/Annual	State/Total
Requested:	\$1,875,713	\$0
Recommended:	\$1,875,713	\$0

Applicant Information

Applicant: National Community Renaissance of California
Contact: Mr. Ashley Wright
Address: 9421 Haven Avenue
 Rancho Cucamonga, CA 91730
Phone: (909) 483-2444
Email: awright@nationalcore.org

General Partner(s) / Principal Owner(s): National Community Renaissance of California
General Partner Type: Nonprofit
Parent Company(ies): National Community Renaissance of California
Developer: National Community Renaissance of California
Investor/Consultant: Hudson Capital
Management Agent(s): National Community Renaissance of California

Project Information

Construction Type: New Construction
Total # Residential Buildings: 4
Total # of Units: 66
No. & % of Tax Credit Units: 65 100%
Federal Set-Aside Elected: 40%/60%
Federal Subsidy: HUD Section 8 Project-based Vouchers (8 Units - 12%)

Information

Set-Aside: Nonprofit (qualified nonprofit organization)
Housing Type: Seniors
Geographic Area: Orange County
CTCAC Project Analyst: Nick White

55-Year Use / Affordability

<u>Aggregate Targeting</u>	<u>Number of Units</u>	<u>Percent of Required Affordable Units</u>
At or Below 30% AMI:	14	20%
At or Below 50% AMI:	30	40%
At or Below 60% AMI:	21	30%

Unit Mix

63 1-Bedroom Units
3 2-Bedroom Units
<u>66 Total Units</u>

<u>Unit Type & Number</u>	<u>2022 Rents Targeted % of Area Median Income</u>	<u>Proposed Rent (including utilities)</u>
8 1 Bedroom	30%	\$762
5 1 Bedroom	30%	\$252
29 1 Bedroom	50%	\$1,270
21 1 Bedroom	60%	\$1,524
1 2 Bedrooms	30%	\$915
1 2 Bedrooms	50%	\$1,525
1 2 Bedrooms	Manager's Unit	\$0

Project Cost Summary at Application

Land and Acquisition	\$807,853
Construction Costs	\$17,150,452
Rehabilitation Costs	\$0
Construction Contingency	\$997,915
Relocation	\$0
Architectural/Engineering	\$1,510,992
Const. Interest, Perm. Financing	\$1,500,451
Legal Fees	\$220,000
Reserves	\$268,451
Other Costs	\$1,436,569
Developer Fee	\$2,200,000
Commercial Costs	\$0
Total	\$26,092,683

Residential

Construction Cost Per Square Foot:	\$284
Per Unit Cost:	\$395,344
True Cash Per Unit Cost*:	\$392,786

Construction Financing		Permanent Financing	
<u>Source</u>	<u>Amount</u>	<u>Source</u>	<u>Amount</u>
JPMorgan Chase	\$17,271,013	JPMorgan Chase	\$4,161,811
City of Buena Park	\$2,000,000	Orange County	\$453,600
CalHFA SNHP	\$1,259,848	City of Buena Park	\$2,000,000
OCHFT ¹	\$792,060	CalHFA SNHP	\$1,259,848
Deferred Costs	\$1,318,451	OCHFT ¹	\$792,060
Tax Credit Equity	\$3,451,311	Deferred Developer Fee	\$168,808
		Tax Credit Equity	\$17,256,556
		TOTAL	\$26,092,683

I. Orange County Housing Finance Trust

*Less Donated Land, Fee Waivers, Seller Carryback Loans, and Deferred Developer Fee

Determination of Credit Amount(s)

Requested Eligible Basis:	\$20,841,252
130% High Cost Adjustment:	No
Applicable Fraction:	100.00%
Qualified Basis:	\$20,841,252
Applicable Rate:	9.00%
Total Maximum Annual Federal Credit:	\$1,875,713
Approved Developer Fee (in Project Cost & Eligible Basis):	\$2,200,000
Investor/Consultant:	Hudson Capital
Federal Tax Credit Factor:	\$0.92000

The "as if vacant" land value and the existing improvement value established at application, as well as the eligible basis amount derived from those values, shall not increase during all subsequent reviews including the placed in service review, for the purpose of determining the final award of Tax Credits, unless a waiver has been granted for a purchase price not to exceed the sum of third party debt that will be assumed or paid off. The sum of the third party debt encumbering the property may increase during subsequent reviews to reflect the actual amount.

Tie-Breaker Information

First:	Seniors
Self-Score Final:	28.857%
CTCAC Final:	28.929%

Significant Information / Additional Conditions

The current legal description is part of a larger site and the project site's parcel (legal description and APN) have not yet been finalized. The legal description and APN for CA-22-053 must be completed as part of the Placed in Service package.

Projects with funding and/or subsidy(ies) from HUD are required to use Utility Allowances(UAs) approved by HUD. The applicant's use of the CUAC for CA-22-053 Orchard View Senior Gardens is subject to approval by

Resyndication and Resyndication Transfer Event: None.

Local Reviewing Agency

The Local Reviewing Agency has not yet completed a site review of this project. Any negative comments in the LRA report will cause this staff report to be revised to reflect such comments.

Standard Conditions

The applicant must submit all documentation required for a Carryover Allocation and any Readiness to Proceed Requirements elected. Failure to provide the documentation at the time required may result in rescission of the Credit reservation and cancellation of a carryover allocation.

State tax credit recipients are limited to cash distributions from project operations pursuant to California Revenue and Taxation Code Section 12206(d). By accepting the tax credit reservation, the applicant/owner is agreeing to comply with the statutory limitations and requirements.

CTCAC makes the preliminary reservation only for the project specified above in the form presented, and involving the parties referred to in the application. No changes in the development team or the project as presented will be permitted without the express approval of CTCAC.

The applicant must pay CTCAC a performance deposit and allocation fee calculated in accordance with regulation. Additionally, CTCAC requires the project owner to pay a monitoring fee before issuance of tax forms.

As project costs are preliminary estimates only, staff recommends that a reservation be made in the amount of federal credit and state credit shown above on condition that the final project costs be supported by itemized lender approved costs and certified costs after the buildings are placed in service.

All unexpended funds in reserve accounts established for the project must remain with the project to be used for the benefit of the property and/or its residents, except for the portion of any accounts funded with deferred developer fees.

All fees charged to the project must be within CTCAC limitations. Fees in excess of these limitations will not be considered when determining the amount of credit when the project is placed-in-service.

If the applicant has requested the use of a CUAC utility allowance, CTCAC's Compliance staff will review the CUAC documentation for this project prior to placed in service. Until written approval is received from CTCAC, this project is not eligible to use a utility allowance based on the CUAC.

The applicant/owner shall be subject to underwriting criteria set forth in Section 10327 of the regulations through the final feasibility analysis performed by CTCAC at placed-in-service.

Credit awards are contingent upon applicant's acceptance of any revised total project cost, qualified basis and tax credit amount determined by CTCAC in its final feasibility analysis.

The applicant must ensure the project meets all Additional Threshold Requirements of the proposed project. If points were awarded for service amenities, the applicant will be required to provide such amenity or amenities identified in the application, for a minimum period of fifteen years and at no cost to the tenants. Applicants that received points for sustainable building methods (energy efficiency) must submit the certification required by Section 10325(c)(5) at project completion. Applicants that received increases (exceptions to limits) in the threshold basis limit under Section 10327(c)(5) must submit the certification required by Section 10322(i)(2) at project completion.

Points System	Max. Possible Points	Requested Points	Points Awarded
Owner / Management Characteristics	10	10	10
General Partner Experience	7	7	7
Management Experience	3	3	3
Housing Needs	10	10	10
Site Amenities	15	15	15
Within ¼ mile of transit station or public bus stop	4	4	4
Within ¼ mile of public park or community center open to general public	3	3	3
Within 1 mile of public library	2	2	2
Within 1 mile of a full-scale grocery/supermarket of at least 25,000 sf	4	4	4
Within 1 mile of medical clinic or hospital	2	2	2
Within ½ mile of a pharmacy	2	2	2
Service Amenities	10	10	10
LARGE FAMILY, SENIOR, AT-RISK HOUSING TYPES			
Service Coordinator, minimum ratio of 1 FTE to 600 bedrooms	5	5	5
Adult ed/health & wellness/skill bldg classes, min. 60 hrs/yr instruction	5	5	5
Lowest Income	52	52	52
Basic Targeting	50	50	50
Deeper Targeting – at least 10% of Low Income Units @ 30% AMI or less	2	2	2
Readiness to Proceed	10	10	10
Miscellaneous Federal and State Policies	2	2	2
Smoke Free Residence	2	2	2
Total Points	109	109	109

Please Note: If more than the maximum Site Amenity points were requested, not all amenities may have been scored and/or verified.

DO NOT RELY ON SCORING IN THIS COMPETITIVE CYCLE FOR FUTURE APPLICATIONS. ALL RE-APPLICATIONS ARE REVIEWED WITHOUT RELIANCE ON PAST SCORING.



Together, we transform lives and communities

March 3, 2023

Adam Eliason, Manager
Orange County Housing Finance Trust (OCHFT)
1 League #62335
Irvine, CA 92602

Re: Orchard View Senior Gardens – Buena Park, CA
Request for Extension of Closing Date

Dear Mr. Eliason,

National Community Renaissance (National CORE), as developer of the Orchard View Senior Gardens affordable housing project, is requesting OCHFT support for a third extension of the construction loan closing deadline from March 31, 2023, to July 10, 2023.

National CORE submitted a 9% tax credit application to CTCAC in July 2022 and was notified on December 27, 2023, that the Orchard View Senior Gardens project was being allocated 9% credits from the Waitlist. The enclosed Reservation Letter requires the project to close construction financing within 194 days, or July 10, 2023. After we close the construction financing, which is expected June 30, 2023, we would start construction withing two weeks, or beginning July 2023. Other than pulling permits and closing the construction loan before July 10, 2023, there are no other outstanding funding contingencies or approvals needed before construction begins.

Thank you very much for your consideration of the request to extend the construction loan closing deadline to July 10, 2023. Please feel free to contact me with any questions or for further information at (949) 444-8417.

Sincerely,

A handwritten signature in black ink, appearing to read "Lorna", followed by a long horizontal flourish.

Lorna Contreras-Assistant VP of Development



Agenda Item 3
MHSA \$10 million

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

MEETING DATE: March 15, 2023

SUBJECT: Approve Amended and Restated Grant Agreement between the County of Orange and the Orange County Housing Finance Trust allocating an additional \$10 million in Mental Health Services Act funding to the Orange County Housing Finance Trust.



Adam B. Eliason, Manager

RECOMMENDED ACTION:

APPROVE AMENDED AND RESTATED GRANT AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE ORANGE COUNTY HOUSING FINANCE TRUST ALLOCATING AN ADDITIONAL \$10 MILLION IN MENTAL HEALTH SERVICES ACT FUNDING TO THE ORANGE COUNTY HOUSING FINANCE TRUST.

BACKGROUND:

In May 2020 the Trust Board approved a Grant Agreement between the County of Orange and the Trust to allocate \$20.5 million in Mental Health Services Act (MHSA 1) funding to the Trust over a 5-year period to be used as matching funds for the development of affordable and supportive housing.

The County of Orange desires to continue to support the Trust's efforts in the production of supportive housing and desires to fund an additional \$10 million in Mental Health Services Act (MHSA 2) funding to the Trust.

DISCUSSION:

Since May 2020 the Trust has received \$12,500,000 in MHSA 1 funding from the County. In that same period the Trust Board has approved 10 of the 16 Trust funded affordable housing developments with a total of \$10,492,409.78 in MHSA 1 funding. Therefore, the Trust currently has a surplus of approximately \$2 million in MHSA 1 funding.

In January 2023 the Trust Board approved the issuance of another Notice of Funding Availability and a funding recommendation for additional affordable housing developments will come before the Trust Board at the May 2023 meeting.

The MHSA 2 Amended and Restated Grant Agreement has non-substantive changes and modifications consistent with current provisions in how the County and Trust have modified funding to developers since 2020. The Agreement has a termination date of July 31, 2028, thus allowing 5 years for the MHSA 2 funds to be expended. The only substantive change to the agreement allows the Trust 5% of the total MHSA 2 funding to be used for Trust administrative and overhead costs, or \$500,000 over a 5-year period. The original MHSA 1 funding was only for capital.

MATCHING FUNDS STATUS

MHSA 1 funding has allowed the Trust to use these funds as a portion of the matching dollars when applying for the three annual grants to the State of California Local Housing Trust Fund (LHTF) grant program. The Trust has also used a \$5 million grant from the County of Orange General Fund to match with the Trust LHTF grant application.

In the three years that the Trust has applied for the LHTF grant program the State has awarded the Trust a total of \$12,971,784 and an additional \$1,000,000 in state General Fund dollars. In December 2022 the Trust was awarded \$3,000,000 in federal funding and while there was no matching fund requirement it certainly helped that a substantial amount of local funds have been contributed to the Trust. The combined grant funding total to the Trust equals \$16,971,784.

This is funding that Orange County would not have received for affordable and permanent supportive housing had it not been for the existence of the Trust and the funding support of the County of Orange, all the Trust member cities and the developers.

ATTACHMENTS:

Attachment A – Amended and Restated Grant Agreement between the County of Orange and the Orange County Housing Finance Trust.

**AMENDED AND RESTATED GRANT AGREEMENT BETWEEN THE COUNTY OF
ORANGE AND
THE ORANGE COUNTY HOUSING FINANCE TRUST**

This Amended and Restated Grant Agreement (the “**Agreement**”) entered into as of _____, 2023 is made by and between the County of Orange, a political subdivision of the State of California (the “**County**”) and the Orange County Housing Finance Trust, a California joint powers public entity formed pursuant to California Government Code section 6500 *et. seq.* (the “**Trust**” or “**Grantee**”), with the County and Trust sometimes referred to as “Party,” or collectively as “Parties.”

WHEREAS, the Trust was created pursuant to California Government Code section 6539.5 for the purpose of: (1) funding the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (2) receiving public and private financing and funds; and

WHEREAS, the County became a member of the Trust on March 12, 2019; and

WHEREAS, On June 25, 2019, the Board of Supervisors appropriated \$5 million as part of the approved 2019-2020 Fiscal Year Budget; and

WHEREAS, on December 17, 2019, the Board of Supervisors amended the Mental Health Services Act (“**MHSA**”) Spending Plan for allocation of \$20.5 million to the Trust; and

WHEREAS, on June 28, 2022, the Board of Supervisors approved the Fiscal Year 2022-23 annual update to the Orange County’s MHSA Three-Year Program and Expenditure Plan that included \$40 million for supportive housing; and

WHEREAS, the County desires to allocate \$10 million of MHSA funds allocated to it on June 28, 2022, for supportive housing to the Trust; and

WHEREAS, in seeking to receive public funds, the Trust will continue to apply for grants under the state Local Housing Trust Fund Matching Grant Program (“**Program**”) established pursuant California Health & Safety Code section 50842 *et. seq.*; and

WHEREAS, the Trust has also been seeking additional funding opportunities to expand the funding available for affordable and supportive housing; and

WHEREAS, the County supports and is willing to fund the Trust’s efforts in continuing to secure Program grant funding and additional grant funding as it may become available for the development of affordable and permanent supportive housing in Orange County; and

WHEREAS, both Parties agree that an amended and restated agreement would best serve the interests of the Parties.

NOW, THEREFORE, the Parties mutually agree as follows:

1. COUNTY GRANTS. The County hereby grants the Trust the following Grant amounts (collectively, “**Grant Funds**”):
 - a. \$5 million dollars from the County’s General Fund (“**General Fund Grant**”); and
 - b. \$20.5 million dollars from the County’s Mental Health Services Act Fund (“**MHSA Fund Grant 1**”); and
 - c. \$10 million dollars from the County’s Mental Health Services Act Fund (“**MHSA Fund Grant 2**”).

2. DISBURSEMENT OF COUNTY GENERAL FUND GRANT. The County shall transfer the grant amount set forth in Section 1.a., above, to the Trust as follows:
 - a. No later than June 30, 2020: \$1 million dollars; and
 - b. On July 15, 2021, and annually thereafter, on July 15, until such time the total General Fund Grant amount is exhausted: \$1 million dollars.

3. DISBURSEMENT OF COUNTY MHSA FUND GRANT 1. The County shall transfer the grant amount set forth in Section 1.b., above, to the Trust as follows:
 - a. No later than June 30, 2020: \$4.5 million dollars; and
 - b. On July 15, 2021, and annually thereafter, on July 15, with last transfer on July 15, 2025: \$4 million dollars.

4. DISBURSEMENT OF COUNTY MHSA FUND GRANT 2. The County shall transfer the grant amount set forth in Section 1.c., above, in whole or increments, to the Trust as follows:
 1. Upon approval by the Orange County Board of Supervisors and no later than July 31, 2027: upon request by the Trust.

5. COUNTY CONCURRENCE. The Trust shall coordinate with Orange County Health Care Agency (HCA) and OC Community Resources (OCCR) for administration of the MHSA Fund Grant monies for supportive housing, including review of requests/applications for funding and services. The Trust shall submit recommended projects utilizing General Fund Grant monies and/or MHSA Fund Grant monies to the County Board of Supervisors for concurrence prior to committing and disbursing such funds for a project. It is understood and agreed to by the Parties that any reference to MHSA Fund Grant monies or amounts includes the use of any funds from the MHSA Fund Grant and MHSA Fund Grant 2 (collectively, the “**MHSA Grants**”).

6. TERM OF GRANT AGREEMENT. The term of this Agreement begins on the date when fully executed by the parties, and terminates as follows:

- a. For General Fund Grant and MHSA Fund Grant 1 on July 31, 2025, or when all of the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.
 - b. For MHSA Fund Grant 2: on July 31, 2028, or when all of the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.
7. **TERMINATION.** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Agreement without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Grantee. Exercise by County of its right to terminate the Agreement shall relieve County of all further obligation. The Grantee shall return all unexpended and/or unencumbered Grant Funds remaining of the Grant amounts within 180 days of the date of termination of this Agreement under Paragraph 2 or within 30 days of date of termination under this Paragraph 7. Paragraphs 8, 9, 14, and 19 shall survive the termination of this Agreement.
8. **ELIGIBLE USES.**
 - a. **GENERAL FUND GRANT.** The Grantee shall utilize the General Fund Grant amounts toward financing capital development loans for affordable and/or permanent supportive housing. The Grantee may not use the Grant amounts to pay for overhead or administration of the Trust.
 - b. **MHSA FUND GRANTS:** The Grantee shall utilize the MHSA Fund Grant monies toward financing capital development loans for permanent supportive housing, as specified under **Exhibit A**. The County, through OC Community Resources, shall provide an annual update to Exhibit A, as necessary, to reflect changes in the law, policy, or current lending practices. The Grantee may use up to 5 percent of the total MHSA Fund Grant 2 amount transferred to pay for overhead or administration of the Trust.
9. **GRANT INCOME.** Grantee shall utilize any Program Income derived from both the General Fund Grant, MHSA Fund Grants in the same manner as outlined in Section 8.a. or 8.b., respectively. For purposes of this paragraph, "Program Income" means gross income that is directly generated from Grant Funds and may include, but is not limited to: any interest accrued on the original grant amounts on deposit with the Trust, any recapture of Grant Funds, or payments of principal and interest on loans made using Grant Funds to the Trust.
10. **PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** The Grantee shall be responsible for requiring all Grant Funds subrecipients to obtain any and all permits, licenses, and approvals required for performing any work pursuant to the use of these funds, including those necessary to perform. The Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting the source of

both the Grant Funds. The Grantee shall provide copies of permits and approvals to the County upon request.

11. **SUBMISSION OF REPORTS –MHSA Fund Grants.** The submittal and approval of all reports is a requirement for the successful completion of this Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the County. All reports shall be submitted to the OC Community Resources. If requested, the Grantee shall promptly provide any additional information deemed necessary by the County for the approval of reports. Reports shall be presented in the formats described in the applicable portion of **Exhibit B** and shall separately identify the Grantee’s use of MHSA Grant Funds.

1) **Progress Reports:** The Grantee shall submit progress reports on an annual basis no later than July 31 of each year. The progress reports shall be sent to Orange County Community Resources. The progress reports shall provide a brief description of the work performed during the reporting period including: the Grantee’s activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement and contain all of the information required under 25 CCR § 7160.

2) **Grant Completion Report:** The Grantee shall prepare and submit to the County a grant projects completion report (“**Grant Completion Report**”) upon the earlier of (a) ninety (90) calendar days of the termination of this Agreement or (b) the exhaustion of the Grant amounts. The Grant Completion Report shall include, in part, a description of actual work done, any changes or amendments to the project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Grant Completion Report shall include all of the information required under 25 CCR § 7160, and a summary spreadsheet listing Eligible Projects assisted during the reporting period by unit, including the project name, type of housing, number of units, income levels restricted in each unit, bedroom count of each unit, and amount of MHSA Grant Funds expended per unit.

12. **SUBMISSION OF REPORTS –General Fund Grant.** The submittal and approval of all reports is a requirement for the successful completion of this Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the County. All reports shall be submitted to the County’s OC Community Resources. If requested, the Grantee shall promptly provide any additional information deemed necessary by the County for the approval of reports. Reports shall be presented in the formats described in the applicable portion of **Exhibit B** and shall separately identify the Grantee’s use of General Fund Grant funds.

1) **Progress Reports:** The Grantee shall submit progress reports on an annual basis no later than July 31 of each year. The progress reports shall be sent to OC Community

Resources. The progress reports shall provide a brief description of the work performed during the reporting period including: the Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement and contain all of the information required under 25 CCR § 7160.

2) Grant Completion Report: The Grantee shall prepare and submit to the County a grant projects completion report ("Grant Completion Report") upon the earlier of (a) ninety (90) calendar days of the termination of this Agreement or (b) the exhaustion of the Grant amounts. The Grant Completion Report shall include, in part, a description of actual work done, any changes or amendments to the project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Grant Completion Report shall include all of the information required under 25 CCR § 7160, and a summary spreadsheet listing Eligible Projects assisted during the reporting period by unit, including the project name, type of housing, number of units, income levels restricted in each unit, bedroom count of each unit, and amount of General Fund Grant funds expended per unit.

13. GRANT RECORDS. The Grantee is required to maintain all financial records associated with the projects funded by both Grants in accordance with **Exhibit C** Audit Document Requirements. These records shall be stored in Orange County for a period of three (3) years after the termination of this Agreement.

14. AUDITS. At any time during Grantee's business hours and upon reasonable notice by the County, the Grantee shall allow County staff or contractors to evaluate, audit, inspect and monitor its facilities, program operations, and records maintained in connection with this Agreement. The inspection methods that may be used include:

- 1) On-site visits
- 2) Interviews of Grantee's staff and program participants
- 3) Review, examination or audit of case files/records, receipts, client/user complaints, monthly/quarterly reports, and fiscal records including employee timesheets.
- 4) Inspection of Grantee's internal monitoring and evaluation system

With respect to inspection of Grantee's records, the County may require that Grantee provide supporting documentation to substantiate Grantee expenses with respect to the Grantee's use or expenditure of the Grant amounts.

15. INDEPENDENT CONTRACTOR. The Grantee shall be considered an independent contractor and neither the Grantee, its employees, nor anyone working under the Grantee shall be considered an agent or an employee of County. Neither the Grantee, its employees nor anyone working under the Grantee shall qualify for workers' compensation or other fringe benefits of any kind through County.

16. CONTINGENCY OF GRANT FUNDS: Trust acknowledges that funding or portions of funding for this Agreement may be contingent upon state budget approval; receipt of funds

from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Agreement without penalty.

17. BREACH OF CONTRACT:

- a. Breach by the Trust. The failure of the Trust to comply with any of the provisions, covenants or conditions of this Agreement shall be a material breach of this Agreement. In such event the County may, and in addition to any other remedies specified in this Agreement:
 - i. Afford the Grantee written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Agreement within which to cure the breach;
 - ii. Discontinue payment of MHSA Fund Grant 1 to the Grantee for and during the period in which the Grantee is in breach;
 - iii. Refund of applicable MHSA Fund Grant funds to the Grantor during the period in which the Grantee is in breach; and
 - iv. Offset against any monies billed by the Grantee but yet unpaid by the County those monies disallowed pursuant to the above.

- b. Breach by the County. The failure of the County to comply with any of the provisions, covenants or conditions of this Agreement shall be a material breach of this Agreement. In such event the Trust may, and in addition to any other remedies specified in this Agreement:
 - i. Afford the County written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Agreement within which to cure the breach.

Parties agree that failure of the Board of Supervisors to approve, fund or appropriate as provided in Section 17 herein shall not constitute a breach of contract under this Agreement.

18. REMEDIES NOT EXCLUSIVE: The remedies for breach set forth in this Agreement are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Agreement does not preclude resort by either party to any other remedies provided by law.

19. INDEMNITY. The Grantee agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and

those special districts and agencies which County's Board of Supervisors acts as the governing Board harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Grantee's receipt of the Grant amounts or performance under this Agreement.

20. CONFLICT OF INTEREST – TRUST PERSONNEL. The Grantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Grantee; the Grantee's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Grantee's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
21. CONFLICT OF INTEREST – COUNTY PERSONNEL. The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Grantee shall not, during the period of this Agreement, employ any County employee for any purpose.
22. 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 parties' contacts identified under this Paragraph 21. 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.

Trust:

Orange County Housing Finance Trust
1 League #62335
Irvine, CA 92602
Attn: Adam B. Eliason

County:

OC Community Resources
Housing & Community Development
1501 E. St. Andrew Place, 1st Floor
Santa Ana, CA 92705
Attn: Director

23. ATTORNEY FEES. In any action or proceeding to enforce or interpret any provision of this Agreement, each party shall bear their own attorney's fees, costs and expenses.
24. ENTIRE CONTRACT: This Agreement 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 County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Agreements by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County Executive Officer.
25. AMENDMENTS. No alteration or variation of the terms of this Agreement 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 County unless authorized by County in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year dated below.

--Signature Pages Follow--

COUNTY OF ORANGE
A political subdivision of the State of California

By: _____

APPROVED AS FORM:

By: _____
Deputy County Counsel

ORANGE COUNTY HOUSING FINANCE
TRUST

a California joint powers public entity formed
pursuant to California Government Code section
6500 *et. seq.*

By: _____
Adam Eliason
Housing Trust Manager

APPROVED AS FORM:

By: _____
Trust Counsel

EXHIBIT A

MHSA FUND GRANT PROJECT REQUIREMENTS

1. General Loan Program Requirements

- a. Trust will coordinate with OC Community Resources (OCCR) and OC Health Care Agency (HCA) to review the Trust Notice of Funding Availability for any updates to MHSA funding regulations or procedures prior to its consideration/approval by the Trust Board and release to the public.
- b. Trust will: (a) select the development(s) to receive loans from the Funds in accordance with Article 8, herein; (b) approve the location of the development(s); (c) determine the maximum amount of loan to be offered from the Funds for the development(s); (d) identify the number and size of Regulated Units (bedroom count) and their maximum rent (not to exceed 30% of 30% AMI); (e) if applicable, the number of COSR Assisted Units, the maximum COSR funding available, and the maximum COSR subsidy term for the COSR-Assisted Units; (f) determine any use or occupancy restrictions on the Regulated Units or unit sizes; (g) ensure that the development's proposed marketing and tenant selection plan is in compliance with all local, state and federal fair housing laws and coordinate with HCA, the Orange County Housing Authority and/or Coordinated Entry System, as applicable; and (h) determine lien priority of the loan documents which shall be based upon the value contributed by the soft lenders, except that the Trust's loan and regulatory agreement shall always be subordinate to the County's.
- c. Trust will underwrite each development proposal and recommend the maximum loan and, as applicable, minimum COSR's needed to subsidize all or a portion of the Regulated Units for a minimum. This will include preparation of a financial analysis to determine the anticipated COSR needed to subsidize the COSR-Assisted Units for the term requested by the Trust.
- d. As part of the application threshold review process, the Trust will coordinate with OCCR and the HCA after receipt of a complete loan application to provide an overview of the development proposal, including the eligible client supportive service needs and commitment, the experience of the property manager and primary service provider, and proximity to other resident service needs.
- e. Trust will draft the Regulatory Agreement specific to the housing project, which shall: (a) identify the number, size (number of bedrooms), and use or occupancy restrictions of the regulated units; (b) specify the maximum rents for the regulated units; and (c) be recorded senior to the Trust loan deed of trust.
- f. Trust may use the funds during the construction or permanent phase of the development and require borrower to submit all appropriate documentation to fund in during the appropriate phase
- g. Trust will provide the asset management services by reviewing and approving the following required borrower submittals:

- (a) evidence of property and liability insurance;
 - (b) Regulated Unit rent rolls and proposed rent increases;
 - (c) current local Housing Authority utility allowances by unit size;
 - (d) evidence of rental subsidies;
 - (e) annual development audits showing actual rents and operating costs for the prior year; and
 - (f) COSR draw requests (if applicable).
- h. Trust will hold, control and approve disbursements of development reserve accounts and COSR, as applicable.
 - i. Trust will perform periodic reviews regarding the adequacy, use, disbursements, and need for COSR on any given development, and annually provide the results of such reviews to the County.
 - j. Trust will perform inspections and/or monitor developments and prepare physical inspection reports biennially or more frequently as deemed necessary by the County. Inspections more frequent than on a biennial basis shall require written notice, as provided for in this Agreement.
 - k. Trust shall provide concurrently to County and the borrower of these funds any statutory notices of default under the loan documents.
 - l. Trust shall keep such books and records of the operation of the loans and the development(s), pursuant to common accounting principles, practices and state laws.
 - m. Trust shall not commingle the MHSA Grant Funds. Trust shall deposit accrued interest and principal payments on a loan funded with the MHSA Grant Funds in a separate fund and use such interest and payments consistent with Section 8 of this Agreement (“Grant Income”). A separate fund shall be created for the deposit of accrued interest and principal payments from a loan funded with MHSA Grant Fund 2 monies.

2. General Loan Terms and Conditions

The following additional requirements shall apply to all of the MHSA funded units and shall be included in the Trust’s loan agreement:

- a. **Eligible applicants** include non-profit and for-profit organizations, joint ventures, or partnerships that serve the identified purpose of the NOFA.
- b. **Eligible Projects** are those which provide a minimum of five (5) new permanent rental housing units with supportive services for extremely low-income individuals with a serious mental illness experiencing homelessness; these projects may result from new construction, acquisition or acquisition and rehabilitation of existing buildings. Conversion of commercial and light industrial use buildings to residential use may be eligible on a case-by-case basis as determined by OCCR. Eligible projects may include occupancy restrictions, including preference or other restrictions, such as units for seniors, veterans, and/or transitional aged youth.
- c. **Population.** The population to be served shall include extremely low income (30% of Area Median Income for Orange County), homeless individuals who has a serious

- mental disorder as defined in WIC 5600.3, verified by a State Licensed Mental Healthcare Professional and has been deemed to meet the MHSA Housing Program eligibility (MHSA Certified) by Health Care Agency MHSA Housing Program staff.
- d. **Rent Restrictions.** Restricted rents for the MHSA funded units shall not exceed 30% of the HUD-published 30% Area Median Income (AMI) levels for Orange County, adjusted for designated household size (less a utility allowance unless included in the rent) with the tenants rent portion not to be more than 30% of their Social Security Income/Social Security Pension (SSI/SSP) or not more than 30% of their total gross household income (if additional income beyond SSI/SSP is received). If federally funded Project Based Vouchers are provided, the developer shall comply with the federal regulations for maximum rent and tenant rent portions. If federally funded Project Based Vouchers are terminated or not extended beyond their initial term, restricted rents for MHSA funded units shall not exceed 50% of the of the HUD-published 50% Area Median Income (AMI) levels for Orange County.
 - e. **Coordinated Entry System.** Unless Coordinated Entry System is unavailable or cannot provide the screening for eligible residents, the Developer shall utilize the local coordinated entry system to screen for eligible residents currently experiencing homelessness and with a documented serious mental disorder (**MHSA Certified** by HCA).
 - f. **Housing Unit General Requirements.** Housing units and building features must meet the needs of the MHSA tenants to be served at the development, including privacy, housing activities and community interaction. There shall be no requirement for non-related, single, adult tenants to share bedrooms. There shall be adequate number of bedrooms to accommodate the housing composition. Units are encouraged to have at least one-bedroom and be at least 450 square feet.
 - g. **Housing Unit Living Requirements.** Housing units must have an identifiable and private living area, sleeping area, full kitchen area and a full bathroom. The kitchen area shall at a minimum include a sink, full size refrigerator, cupboard space, counter area, microwave or oven, and a two burner stove or built-in cook top. Units are encouraged to have some in-unit storage space for tenants.
 - h. **Furnishings.** All units should be furnished with standard furnishings applicable to the unit type.
 - i. **Technology.** Developers are encouraged to provide units that are pre-wired for high technology and internet access.
 - j. **Common Space.** The building must include common space, such as a community room that can accommodate a variety of activities and where tenants can choose to interact with one another. On-site bicycle parking should be considered, if feasible.
 - k. **Office Space.** The building must include a designated office space to provide on-site services to MHSA tenants, including a meeting room/area.
 - l. **Efficiency Requirements.** The design and operation of the Project shall incorporate features designed to increase efficiency and reduce ongoing expenses. The Project shall incorporate appropriate and feasible green design practices, such as the use of ENERGY STAR rated energy-efficient appliances and water-conserving fixtures and

- products. The Project must also utilize durable materials chosen to reduce future maintenance costs and renewable building supplies.
- m. **Environmental Information.** Tenants shall be provided with information to assist them to participate in environmentally friendly practices such as energy and water conservation, recycling and use of non-toxic household products.

3. Required Operating, Replacement and Subsidy Reserves

All developments using MHSA funds must provide for the following reserves:

- a. Capitalized operating expense reserve. At a minimum, capitalized operating expense reserve shall equal 25% of the first year's approved operating and reserve budget.
- b. Capitalized replacement reserve. For rehabilitation projects, capitalized replacement reserve shall be based on a physical needs assessment and/or one or more Building Inspection Reports and a Replacement Reserve Needs Analysis. New construction projects shall have a capitalized replacement reserve of at least \$500 per unit/annually for all units in a project, increasing by 5% every five years.
- c. Capitalized operating subsidy reserve. Capitalized operating subsidy reserve ("COSR") shall be required for projects without rental assistance vouchers (or other rental subsidies) to subsidize operating costs for the MSHA Regulated Units. COSR's must be funded to allow for operating cost subsidies for a minimum of 17 full years unless waived by HCD. The recommended maximum COSR limit is \$193,991 per assisted unit and shall be updated as appropriate and with approval by OCCR and HCA. The actual COSR amount is subject to the project-specific underwriting.
- d. Tenant Rent & Utility Reserve. Tenant rent and utility reserve (the "Reserve") may be required by the Trust to be funded by the Developer by Certificate of Occupancy for the development. This Reserve is used to assist MHSA eligible clients with rent and utility payments while waiting to get approved for SSI/SSP and/or rental assistance. The Reserve should provide 2 to 3 years rental income for the MHSA-assisted units (assuming rents that include utilities at 30% of SSI/SSP). This Reserve is held by Borrower as a revolving fund and is intended to be replenished over time from tenant rent back payments once the tenants qualify for SSI/SSP.

Developer/Borrower is required to continually seek future commitments of rental or operating subsidies for the MHSA Regulated Units (e.g., project-based Section 8) for the life of the MHSA Loan.

4. Application and Loan Commitment Notes

Any Trust Notice of Funding Availability (NOFA) or similar process shall incorporate the following items:

Upon review of the borrower application and a decision to loan MHSA funds, with concurrence by the County, the following will be determined by the Trust and set forth in a commitment letter: 1) the per regulated unit loan amount; 2) the percent of MHSA regulated units as it relates to the entire Project; 3) the size of the regulated units to best meet MHSA client needs (bedroom

count); 4) any permissible occupancy preferences (adults; seniors; transition age youth); 5) the maximum COSR (if applicable) to carry the project through the first 17 years of operations; 6) whether Developer must fund a tenant rent reserve (for COSR assisted Projects only); 8) any permissible developer fees for non-tax credit transactions; and 9) permissible overlaying occupancy, rent or income restrictions from other financing or tax credit sources.

Supportive services provisions and a Social Services Plan and operating budget from the primary or lead service provider(s) shall be provided. A commitment letter for supportive services provisions from HCA will be accepted at time of application submittal. Upon a loan award and pre-commitment of MHSA funding by the Trust to the borrower, HCA will provide a Social Services Plan and operating budget for the Project.

Eligible Projects are those which provide a minimum of five (5) new permanent rental housing units with supportive services for extremely low-income individuals who are living with a serious mental illness and experiencing homelessness. These projects may result from new construction, acquisition or acquisition and rehabilitation of existing buildings. Conversion of commercial and light industrial use buildings to residential use may be eligible on a case-by-case basis as determined by the Trust.

All units assisted with MHSA funding shall include supportive services provided by the HCA as the lead service provider, or an HCA-contracted service provider. A supportive services plan means specific supportive services plan for a project, developed by HCA MHSA Housing Program in partnership with the developer, supportive service provider(s), and the property manager. Primary supportive services shall be provided on site to meet the specific needs of the population to be served.

All MHSA funded loans shall have a minimum term of 20 years and require annual residual receipt payments in accordance with the promissory note and a recorded Regulatory Agreement with a term of no less than 55 years.

All MHSA tenants must be MHSA Certified by HCA MHSA Housing Program staff as outlined in the MHSA Housing Program Certification and Referral Process. It is important to note that in no event shall a person be required to be a client of the Orange County Behavioral Health department or a recipient of mental health or other services in order to qualify for or remain in an Assisted Unit.

All MHSA funded projects where the provision of mental health services is to be provided by the Orange County Health Care Agency/Mental Health & Recovery Services must be approved by the Trust Board with concurrence by the County Board of Supervisors.

EXHIBIT B

GRANT REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain County approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. The report shall contain the following:

- (a) A description of program expenses and the use the Grant funds.
- (b) A narrative summary of Trust activities including:
 - (1) Work undertaken or completed in the reporting period, including the number, type and size unit count of projects receiving the proceeds of Trust Funds.
 - (2) Activities planned to be undertaken in the next reporting period.
 - (3) Description of problems encountered in Trust program implementation; and a description of the solution and when it will be implemented.
 - (4) Description of how problems may impact the ability to complete or fulfill obligations under any applications or agreements for the receipt for Local Housing Trust Fund matching fund programs.
 - (5) Photo documentation, as appropriate.
- (c) Financial summary including:
 - (1) Amount of Trust funds (by Eligible Project and by activity type) available at the beginning of the reporting period, the amount drawn down to date, amount expended on Eligible Projects restricted to Extremely Low-Income households, amount expended on Eligible Projects restricted to Moderate-Income households, and the remaining balance.
 - (2) Documentation of matching funds received from the State, including the amount by source, expended on each Eligible Project during the reporting period.
 - (3) If requested by the County, the Trust shall obtain a report from a qualified, licensed third party that certifies to the amounts of disbursement and identifies the specific Eligible Projects for which the disbursements were made.
 - (4) "Eligible Project" shall have the same meaning as "Eligible Project" as defined in 25 CCR § 7151, subdivision (e), and any subsequent guidelines issued by the Department of Housing and Community Development regarding the Local Housing Trust Fund programs.

ADDITIONAL REPORTING REQUIREMENTS FOR MHSA GRANT: To the extent not included above, the Trust shall include the following information as it relates to the MHSA Grant:

(a) the costs associated with the loans and development(s), (b) the amount of funds held by Trust at the beginning of the reporting term; (c) the amount of funds received from loan repayments or unused COSR deposits to the MHSA fund maintained by the Trust; (d) the amount of interest earned on the funds in the MHSA fund maintained by the Trust by date posted; (e) the amount in the MHSA fund maintained by the Trust at the end of the reporting term; and (f) a report on the total amount of committed and uncommitted funds in the MHSA fund maintained by the Trust by development.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the activities funded by this Agreement, and includes the following:

Executive Summary

Reports and/or products

- Summary of the work completed.
- An estimate of the population of eligible individuals served by the project.
- A summary of the clients who received services through the use of the Grant amounts.
- A description of the housing facilities used to provide housing for eligible individuals.

Cost & Disposition of Funds Information

- A summary of final funds disbursement for the project.

EXHIBIT C

AUDIT DOCUMENT REQUIREMENTS

Audit Document Requirements

The list below details the documents/records that County Auditors may review in the event the Agreement being audited. The Grantee should ensure that such records are maintained.

Internal Controls:

1. Organization chart (e.g., Grantee's overall organization chart and organization chart for this Agreement's funded project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) Guidelines, policy(ies), and procedures on the Grant funded program.
3. Audit reports of the Grantee's internal control structure and/or financial statements within the last two years.

Agreements:

1. All subcontractor and consultant contracts and related agreements, if applicable.
2. Agreements between the Grantee, and project partners as related to the County funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures under the Agreement, if applicable.
2. Documentation linking subcontractor invoices to the Agreement, as applicable.

Cash Documents (as applicable):

1. Receipts (copies of warrants) showing payments received from the County.
2. Deposit slips or bank statements showing deposit of the payments received from the County.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the Agreement.

Accounting Records:

1. Ledgers showing receipts and cash disbursement entries of County funding.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to the expenditure of the Grant amounts.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the County funded program.
2. Payroll records including timesheets for Grantee and contractor staff.

Project Files:

1. All supporting documentation maintained in the Grant funded program files.
2. All Agreement related correspondence.

Agenda Item 4

Houseal Lavigne Contract for
mapping services

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

MEETING DATE: March 15, 2023

SUBJECT: Approve contract with Houseal Lavigne for mapping services not to exceed \$35,000 and authorize Trust Manager to execute contract and cost contingency not to exceed \$5,000.



Adam B. Eliason, Manager

RECOMMENDED ACTION:

APPROVE CONTRACT WITH HOUSEAL LAVIGNE FOR MAPPING SERVICES NOT TO EXCEED \$35,000, AND AUTHORIZE TRUST MANAGER TO EXECUTE CONTRACT AND COST CONTINGENCY NOT TO EXCEED \$5,000.

BACKGROUND:

At its January 18, 2023, the Trust Board authorized the issuance of a Request for Proposal (RFP) for mapping services. This RFP solicited services to fulfill one of the tasks funded through the Trust's Memorandum of Understanding (MOU) with the Orange County Council of Governments (OCCOG) for the use of Regional Early Action Planning (REAP) grant funds. The MOU for REAP funds provides for \$70,000 to complete this task.

The Trust issued the RFP on January 27, 2023 with proposals due back February 17, 2023. The RFP was posted to the Trust's website, and an email announcement was sent out regarding the availability of the RFP.

The Scope of Services included as part of the RFP included the creation of two online maps. The first map will include information about existing and proposed affordable housing developments very similar to what is currently on the Trust website but will now include a lot

more project data and metrics and allow visitors to the Trust website to manipulate the layers of mapping data much more than what is currently available.

The second map will be a county-wide heatmap that will highlight on a parcel level the various neighborhood amenities and how that parcel would score in a tax credit application. The many neighborhood amenities and the complexity of distance to those amenities can make it challenging to quickly determine the potential score. This second map will make the process user-friendly and instantaneous to determine the viability of a property to achieve the necessary scoring for the tax credit application process for any parcel in the County.

The second map will allow real estate agents the ability to easily identify whether a property would be of interest to affordable housing developers and help promote more opportunities for potential acquisitions for affordable housing.

PROPOSAL COMPARISON:

The Trust received two proposals (Attachments B & C) from Houseal Lavigne and AdvanceOC. A summary of each firm and their fee proposal is provided below.

Houseal Lavigne

Houseal Lavigne is a GIS and planning firm based out of Chicago, IL with an office in Los Angeles and remote workers in Orange County. Houseal Lavigne has worked on housing related programs, including the mapping services for Riverside's Housing Element and GIS assistance for the Western Riverside Council of Governments to analyze the region's Regional Housing Needs Allocation. Additionally, Houseal Lavigne has provided on-call GIS services for numerous Orange County cities, including Laguna Beach and Dana Point, as well as the South Orange County Wastewater Authority. The project team for Houseal Lavigne would include Devin Lavigne, Partner and Co-founder, Robert Kain, Geospatial Services Practice Lead, and Rob Stauder, Products and Solutions Practice Lead. Houseal Lavigne's fee for completing the work identified in the RFP's scope of services is \$35,000.

AdvanceOC

AdvanceOC is a non-profit based in Orange County founded in 2019, with a mission to close the social and health disparities in Orange County. AdvanceOC has prepared similar county-wide mapping services, including the Orange County Equity Map, the COVID Vulnerability Map, the Orange County Social Progress Index, and the OC Health Data Portal. The project team for AdvanceOC would include Katie Kalvoda, chief data scientist, Dorian Banutoiu, data engineer, Tammy Peng, project manager, and Mary Zhuang, tableau data analyst. AdvanceOC's fee for completing the work identified in the RFP's scope of services is \$85,000.

DISCUSSION:

Trust staff reviewed both proposals for compliance with the requirements of the RFP, firm qualifications, and cost proposal. Both firms are qualified to complete the work identified in the RFP.

The RFP requires that the proposals are evaluated on set criteria. Those criteria are:

- Professional capability, demonstrated competence and specialized experience of the proposer, including existing workload and ability to meet schedules – 25%;
- Work plan/methodology – 50%; including examples of previous work with public agencies.
- Compensation Proposal – 25%;

A Review Committee of three people – including the Trust Manager, Trust Housing Development Manager, and City of Irvine Housing GIS Specialist – reviewed the proposals based on these criteria.

As previously mentioned, both firms possess the professional capability to perform the necessary work. However, the work plan and methodology in Houseal Lavigne’s proposal was more detailed, while the AdvanceOC proposal relied entirely upon the RFP’s scope of services without additional detail. Additionally, the fee proposal from Houseal Lavigne was less than half that of the fee proposal from AdvanceOC.

Due to this large discrepancy in cost proposals, the Review Committee met with Houseal Lavigne to ensure that their cost proposal included everything necessary to fulfill the scope of services. This gave the Review Committee the opportunity to review the RFP scope of work and describe in detail the needs of the Trust and give Houseal Lavigne a chance to ask any questions. After this meeting, Houseal Lavigne was confident that their cost proposal included all costs associated with fulfilling the scope of services. However, staff has also included a \$5,000 contingency above the proposed price to handle any reasonable cost overruns including various software licensing fees needed for the Trust website. The proposal with contingency is still well below the budget set aside for this task.

The staff has reviewed the proposals and recommends that the Trust approve a contract (Attachment D) with Houseal Lavigne for an amount not to exceed \$35,000 for mapping services as well as the cost contingency described above.

ATTACHMENTS:

Attachment A – Request for Proposal for Mapping Services

Attachment B – Houseal Lavigne proposal

Attachment C – AdvanceOC proposal

Attachment D – Professional Services Agreement between Houseal Lavigne and the Trust

Request for Proposal

Affordable Housing Mapping Services

Orange | Housing
County | Finance
Trust

1 League #62335

Irvine, CA 92602

(909) 706-7193

Key RFP Dates

Issue Date: January 27, 2023

Proposal Submittal Deadline: February 17, 2023

The Orange County Housing Finance Trust (“OCHFT” or “Trust”) is issuing this Request for Proposal for Affordable Housing Mapping Services to engage the services of an individual or firm (Consultant) to create an affordable housing dashboard map as more specifically described below. This RFP is not a solicitation for employment or posting of a job opening with the Trust.

OCHFT Background

The Orange County Housing Finance Trust is a Joint Powers Authority formed in March 2019 between the County of Orange and 26 cities in Orange County, California. A complete list of member cities can be found in Attachment 1.

The mission of the Trust is to strengthen the communities in Orange County by financing the development of affordable housing for homeless and low-income individuals and families. The Trust is working to achieve this mission by contributing to the construction of 2,700 permanent supportive housing units and working to secure funding that will contribute to additional affordable housing units by 2025.

During its first three years of operation, the Trust has awarded over \$28.4 million to 16 affordable housing communities throughout Orange County. The Trust expects to be able to award approximately \$10 million per year through 2025 for additional affordable communities in the County, and is looking for additional funding from private donations and other government sources so it may continue to provide financing for communities past 2025.

Scope of Services

Consultant shall provide services and advice to the Trust’s Board of Directors and staff, and be informed about the Trust’s mission, finances, operations, history, and accomplishments. As more precisely detailed below, Consultant shall develop an online mapping application hosted through ArcGIS Hub, Mapbox, or similar platform.

The mapping application will include two separate maps, intended for different audiences.

The first map is intended to be for the general public. It will include information about existing and proposed affordable housing developments. The intent is for people looking for affordable housing to be able to use this map to identify affordable communities where they can apply to live. This map needs to have a filter that allows people to select criteria such as bedroom count, income level, and population served so they can limit the results to properties for which they are eligible.

This map will include some of the same information that is currently included on the map provided on the Trust’s website at ochft.org/developments, which the Trust has available as an Excel spreadsheet. Information about each development will include:

- Development name
- Development status
- Development address
- Developer name
- Service Planning Area
- Total number of units
- Number of affordable units

- Number of permanent supportive housing units
- Estimated construction start date
- Estimated construction completion date
- Unit Mix (including income and bedroom count)
- Populations served (families, veterans, special needs, homeless)
- Property manager contact information

The second map is intended to be used by affordable housing developers, county and city staff, and housing advocates. The map will be a county-wide heatmap showing potential neighborhood amenity scoring for 9% tax credits. Amenities that are scored include:

- Bus & rail stops with frequency of service
- Public parks
- Community centers
- Public libraries
- Grocery stores
- Public elementary schools
- Senior Centers
- Medical clinics
- Hospitals
- Pharmacies
- CTCAC/HCD Opportunity Areas

Specific tasks to be undertaken are described below.

1) Kickoff Meeting

- Meet with Trust staff to fully develop a scope of needs and desires for the mapping application.
- Prepare meeting agenda and notes.

Deliverables

- Meeting agenda
- Meeting notes

2) Develop Mockup

- Prepare graphical mockup of website for review by Trust staff. It is expected that the mockup will be a static, non-working representation of what the mapping application will look like.
- Include as many different views of the mapping application as necessary to convey the complete user and administrative experience of using the application. Views may include, but should not be limited to, landing page, property information display, finance scoring map, and administrative backend.
- Revise mockup according to Trust staff direction. (Up to three rounds of revisions.)

Deliverables

- Website mockup with revisions

3) Develop Mapping Application

- Create the mapping application in accordance with the Trust's approved mockup.
- Populate map with initial information, including existing housing developments and community amenities for finance scoring calculations.

Deliverables

- Mapping application

4) Mapping Application Training & Hosting

- Train Trust Staff on updating mapping information, including adding and modifying mapped housing developments, and adding and modifying community amenities.
- Host mapping application for a period of three years.

Deliverables

- Mapping training
- Mapping hosting

A model professional services contract for this Scope of Services is included as Attachment 2

Preparation of Proposals

Proposals shall be accepted via email only to ghenninger@ochft.org no later than February 17, 2023, at 5:00 PM. Proposals should be sent as a single PDF file. Do not send hard-copy of proposal.

Q&A will be posted on the Trust's website no later than February 1, 2023: www.ocfht.org

The proposal shall include the following information:

- 1) Cover Letter/Letter of Transmittal. The proposer shall provide a Cover Letter/Letter of Transmittal addressed to Adam Eliason, Manager, Orange County Housing Finance Trust.
- 2) Contact Person. The proposer shall provide the name and title, address, telephone number, and e-mail address of the contact person for the proposal evaluation period.
- 3) Validity Period. The proposer shall specify a proposal validity period of no less than 120 days from the Proposal Submittal Deadline.
- 4) Subcontractors. The proposer shall designate each entity that is proposed to perform work or render services pursuant to a subcontract, detailing the extent of subcontracting contemplated. Information regarding suppliers is required only if the supply subcontract is anticipated to have a value exceeding 10% of the proposed value of the prime contract.
- 5) Conflicts of Interest. The proposer shall provide a completed Attachment 3, *Conflict-of-Interest Disclosure Statement*.

The following provides guidelines for the format and content of the proposal and the approach to be used in its development and presentation. The intent of this RFP is to encourage responses that clearly communicate the proposer's understanding of the Trust's requirements and its approach to successfully provide the services on time and within budget. Only that information which is essential to an understanding and evaluation of the Proposal should be submitted. Items not specifically and explicitly related to the RFP and Proposal (e.g., brochures, marketing material, etc.) will not be considered in the evaluation.

Proposer must provide the following minimum requirements:

- Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- Describe how the firm proposes to staff this contract. Provide education, experience and applicable professional credentials of project staff. Identify the principals who will be engaged in the day-to-day activities for the Trust, their current assignments, level of commitment to those assignments, availability for this assignment, and how long each person has been with the firm. Furnish brief resumes (not more than two pages each) for the proposed principals and project staff who will work on the project.
- Identify subcontractors, if any, by company name, address, contact person, telephone number and project function. Describe proposers experience working with each subcontractor.
- Include the firm's organization chart, clearly delineating the communication/reporting relationships among the firm's proposed staff and the Trust.
- Include a statement that the principals and key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Trust.
- Describe the firm's experience in performing services of a similar nature to that solicited in this RFP and highlight the participation in such services by the key personnel proposed for assignment to this project.
- Provide examples of the scope of services for your current clients and narrative examples of accomplishments in achieving the requirements identified in the respective scopes of services.

Compensation Proposal.

The proposer shall deliver, with their proposal, Attachment 4, *Compensation Proposal*, specifying the cost of each task to complete, which shall include all expenses and other compensation for the proposer.

Disclosure of Contributions.

The proposer shall deliver, with their proposal, Attachment 5, *Disclosure of Contributions*, identifying all Trust Board members who received contributions from proposer within the preceding 12 months in excess of \$250, or stating that no contributions were made that require

disclosure. This disclosure requirement includes all “Parties” and “Participants” to this action as those terms are defined in Government Code §84308 (use extra forms as required).

Confidential and Proprietary Information

Proposals are not to be marked as confidential or proprietary. The County may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure per the requirements of the California Public Records Act, Government Code Section 6250 et seq. The County shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the Trust. The Trust reserves the right to make use of any information or ideas in the Proposals submitted.

Proposal Review and Selection

1. The proposals shall be reviewed in accordance with the Trust’s Procurement Policy.
2. The Trust shall convene an evaluation panel of at least three members to evaluate each responsive proposal. Criteria used as the basis for evaluation and ranking shall include:
 - Professional capability, demonstrated competence and specialized experience of the proposer, including existing workload and ability to meet schedules – 25%;
 - Work plan/methodology – 50%; including examples of previous work with public agencies.
 - Compensation Proposal – 25%;

Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Proposal, and the Proposals will be rank-ordered, based upon Offeror(s) submitted written materials.

3. The Trust will rank the proposals, applying the foregoing evaluation criteria to the proposals. Upon completion of the evaluation process, the evaluation panel will summarize the strengths of each proposal, their scoring, and their rank-ordering for a decision by the Trust Board.
4. The Trust may reject all proposals without further discussion or commence negotiations with the highest ranked proposer. If the Trust commences negotiations, the Trust may negotiate any component of the proposal. The proposer on the other hand, may raise issues only to the extent they are interrelated with negotiated topics raised by the Trust.
5. Discussions and/or negotiations may be conducted with one or more Offerors. Each Offeror shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

- a. Concurrent negotiations. Negotiations may be conducted concurrently with Offerors for the purpose of determining source selection and/or contract award.
- b. Exclusive negotiations. Exclusive negotiations may be conducted with the Offeror whose proposal is determined in the source selection process to be most advantageous to the Trust. Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations. Exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. If exclusive negotiations are conducted and an agreement is not reached, the Trust may enter into exclusive negotiations with the next highest ranked Offeror without the need to repeat the formal solicitation process.

Instructions – Protest Procedures

Any actual or prospective Proposer or Contractor who alleges a grievance by the solicitation or award of a contract may submit a grievance or protest to the Trust Manager at aeliason@ochft.org.

1. All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:
 - a. The name, address and telephone number of the protester;
 - b. The signature of the protester or the protester's representative;
 - c. The solicitation or contract number;
 - d. A detailed statement of the legal and/or factual grounds for the protest; and
 - e. The form of relief requested.

2. Protest of Bid/Proposal Specifications:

All protests related to bid or proposal specifications must be submitted no later than five (5) business days prior to the close of the bid or proposal. Protests received after the five (5) business day deadline will not be considered by the Trust.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a proposal prior to the close of the solicitation in accordance with the bid/proposal submittal procedures stated in this RFP.

3. Protest of Award of Contract:

In protests related to the award of a contract, the protest must be submitted no later than seven (7) business days after the notice of the proposed contract award is provided.

Protests relating to a proposed contract award which are received after the seven (7) business day deadline will not be considered by the Trust.

4. Protest Process:

While a protest is in progress, the Trust may proceed with the solicitation or the contract unless the Trust Manager determines there is a reasonable probability that the protest will be sustained or that the stay of procurement is not contrary to the substantial interests of the Trust. The Trust Manager shall issue a written decision to the protestor within 14 days, including an explanation of the basis of the decision and a statement of the available appeals process. If the protest is sustained, in whole or part, the Trust Manager shall implement a remedy appropriate to the circumstances.

5. Appeal Process:

A protestor may appeal the decision of the Trust Manager to the Trust Board of Directors within seven (7) days from the date the decision is issued. The appeal shall contain all the information originally set forth in the protest, a copy of the decision of the Trust Manager; and the specific factual or legal error in the decision of the Trust Manager that forms the basis of the appeal. A decision by the Trust Board of Directors shall be final.

Attachment 1

List of Trust Members

1. Aliso Viejo
2. Anaheim
3. Buena Park
4. Costa Mesa
5. County of Orange
6. Dana Point
7. Fountain Valley
8. Fullerton
9. Garden Grove
10. Huntington Beach
11. Irvine
12. Lake Forest
13. Laguna Beach
14. Laguna Hills
15. Laguna Niguel
16. La Habra
17. Mission Viejo
18. Newport Beach
19. Orange
20. Placentia
21. San Juan Capistrano
22. Santa Ana
23. Seal Beach
24. Stanton
25. Tustin
26. Westminster
27. Yorba Linda

Attachment 2

Model Contract

MODEL/PROPOSED CONTRACT
BETWEEN
ORANGE COUNTY HOUSING FINANCE TRUST
AND
[INSERT COMPANY NAME/TBD]
FOR
Mapping Services

This Contract for Mapping 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 “Trust”, and [Insert Company Name /TBD] with a place of business at [Insert Address/TBD]; hereinafter referred to as “Contractor”, with Trust and Contractor sometimes referred to as “Party”, or collectively as “Parties”.

ATTACHMENTS

Attachment A – Scope of Work
Attachment B – Compensation/Payment
Attachment C – Staffing Plan

i. RECITALS

WHEREAS, Trust issued a Request for Proposal (RFP) for Mapping Services; and

WHEREAS, the Contractor responded and represents that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the Trust Board of Directors has authorized the Trust Manager or their designee to enter into a Contract with Contractor for Mapping Services; and

NOW, THEREFORE, the parties mutually agree as follows:

ii. 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 adjudication to another county.
- B. Entire Contract:** This Contract, including Attachments A, B, and C which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on Trust unless authorized by Trust in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any Trust employee or agent, including but not limited to installers of software, shall not be valid or binding on Trust unless accepted in writing by Trust's Agent or designee.
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on Trust unless authorized by Trust in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. Trust reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind Trust to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by Trust. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by Trust.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by Trust, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of Trust, and 2) payment shall be made in arrears after satisfactory acceptance.

- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) merchantable and good for the ordinary purposes for which they are used, and 2) 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 Trust and its indemnitees 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 Trust by reason of the failure of the goods/services to conform to such warranties, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold Trust and Trust Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- 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 by Contractor without the express written consent of Trust. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of Trust shall be invalid and shall constitute a breach of this Contract.
- 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 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, Trust has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by Trust of its right to terminate the Contract shall relieve Trust of all further obligation.

- 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 Trust. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through Trust.
- N. Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to Trust's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of Trust required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the Trust that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the Trust during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.
- Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by Trust from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by Trust representative(s) at any reasonable time.
- All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the Trust's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

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

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

Qualified Insurer:

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

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the Trust 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 owned, 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 per occurrence

Required Coverage Forms:

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

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

Required Endorsements:

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

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

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

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

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

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

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

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

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

Trust shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements

with Trust incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and Trust shall be entitled to all legal remedies.

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

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

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

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

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

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

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 Trust within 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 Trust and Trust-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

Contractor's confidentiality obligations in this Contract and the obligations of this Section shall survive the termination or expiration of the Contract and all related subordinate contracts.

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 Trust in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by Trust. Contractor acknowledges that Trust is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold Trust and Trust Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. [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 had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect 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 performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by Trust, and hold harmless, the Trust, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the Trust or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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

AA. Audits/Inspections: Contractor agrees to permit the Trust's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the Trust) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The Trust will provide reasonable notice of such an audit or inspection.

The Trust reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the Trust to audit records and interview staff of any subcontractor related to performance of this Contract.

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

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

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

II. ADDITIONAL TERMS AND CONDITIONS:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the Trust will procure services from Contractor as set forth in the Scope of Work, attached hereto as Attachment A and incorporated by this reference.
2. **Term of Contract:** This Contract shall commence on **TBD** or upon execution of all necessary signatures, whichever comes later, and continue for five calendar years from that date, unless otherwise terminated by Trust.
3. **Compensation/Payment:** The Contractor agrees to accept the specified compensation, as set forth in Attachment B – Compensation/Payment, as full remuneration for performing all services and materials called for. The Contractor assumes responsibility for performance of all its duties and obligations hereunder.
5. **Usage:** No guarantee is given by the Trust to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the Trust, at rates/prices listed in the Contract, regardless of quantity requested.
6. **Adjustments-Scope of Work:** No adjustments made to the scope of work will be authorized or paid for without prior written approval of the Trust assigned Agent.
7. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
8. **[INTENTIONALLY OMITTED.]**
9. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the Trust may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Terminate the Contract immediately, pursuant to Section K herein;
 - b. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d. Offset against any monies billed by the Contractor but yet unpaid by the Trust those monies disallowed pursuant to the above.
- 10. 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.
- 11. [INTENTIONALLY OMITTED.]**
- 12. Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the Trust. The Trust assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the Trust are expressly stated in the Contract.
- 13. Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the Trust. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence Trust staff or elected officers from acting in the best interests of the Trust.
- 14. Conflict of Interest – Trust Personnel:** The Trust Board of Directors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any Trust employee for any purpose.
- 15. 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 Trust.

Storage of records in another county will require written approval from the Trust assigned Agent.

16. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

17. Covenant against Contingent Fees: Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of getting business.

For breach or violation of this warranty, the Trust shall have the right to terminate this Contract in accordance with the termination clause and, its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee from the Contractor.

18. Data-Title to: All materials, documents, data or information obtained from the Trust data files or any Trust medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the Trust. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the Trust. All materials, documents, data or information, including copies, must be returned to the Trust at the end of this Contract.

19. 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 recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

20. Disputes – Contracts:

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the Trust's Project Manager, such matter shall be brought to the attention of the Trust Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute

between the parties arising under, related to, or involving this Contract, unless the Trust, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the Trust is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the Trust shall be expressly identified as such, shall be in writing, and shall be signed by the Trust Agent or his designee. If the Trust fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the Trust's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

- 21. Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Trust with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the Trust shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the Trust in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the Trust provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 22. News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the Trust through the Trust's Project Manager.
- 23. 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: Company Name: (TBD)
 Address:
 Attn:
 Telephone:
 Fax:
 E-mail:

For Trust: Orange County Housing Finance Trust
 Attn: Adam Eliason
 1 League #62335 Irvine, CA 92602
 Phone: (909) 706-7193
 Email: aeliason@ochft.org

- 24. Ownership of Documents:** The Trust has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the Trust and may be used by the Trust as it may require without additional cost to the Trust. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the Trust.
- 25. Precedence:** The Contract documents consist of this Contract and its attachments and exhibit. 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 exhibit.
- 26. Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. The Trust requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the Trust. The Trust may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- 27. Project Manager and Key Personnel – Contractor:** 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 Trust and shall not be changed without the written consent of the Trust's Project Manager, 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 Trust's Project Manager shall have the right to require the removal and replacement of

the Contractor's Project Manager from providing services to the Trust under this Contract. The Trust's Project manager 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 Trust's Project Manager. The Trust's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The Trust 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.

- 28. Project Manager – Trust:** The Trust shall appoint a project manager to act as liaison between the Trust and the Contractor during the term of this Contract. The Trust's project manager shall coordinate the activities of the Trust staff assigned to work with the Contractor.

The Trust's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The Trust's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the Trust's project manager. The Trust's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The Trust 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.

- 29. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

- 30. Reports/Meetings:** The Trust's Project Manager 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 Trust for the purpose of monitoring progress under this Contract.

- 31. Responsibility of the Contractor:** The Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all reports, documentation, and services furnished by the Contractor under this Contract. The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Contract. The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A, Scope of Work.

- 32. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Trust. Any attempt by the Contractor to subcontract any performance of this Contract without the

express written consent of the Trust shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the Trust to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The Trust shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the Trust.

- 33. Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior Trust written approval.
- 34. Termination – Default:** If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten days after receipt of a written notice of default from Trust and cured such default within the time specified in the notice, the Trust shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the Trust may begin negotiations with a third-party contractor to provide services as specified in this Contract.
- 35. Termination – Orderly:** After receipt of a termination notice from the Trust, the Contractor shall submit to the Trust a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the Trust upon written request of the Contractor. Upon termination, Trust agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus 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 execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- 36. Title to Data:** All materials, documents, data or information obtained from the Trust data files or any Trust medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the Trust. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract. All materials, documents, data or information, including any copies, and all Trust Employees Workers' Compensation claim files, must be returned to the Trust at the end of this Contract.

- 37. Waivers-Contract:** The failure of the Trust in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
- 38. Contract Award – Multiple:** The Trust reserves the right, at its sole discretion, to make multiple awards to bidders/proposers for services requested in this solicitation.

MODEL CONTRACT SIGNATURE PAGE

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

CONTRACTOR*

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

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

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

Print Name *Title*

(DO NOT SIGN THIS TIME)

Signature *Date*

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

Print Name *Title*

(DO NOT SIGN THIS TIME)

Signature *Date*

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

Print Name *Title*

Signature *Date*

ATTACHMENT A

SCOPE OF WORK

I. BACKGROUND

The Orange County Housing Finance Trust is a Joint Powers Authority formed in March 2019 between the County of Orange and 24 cities in Orange County, California. A complete list of member cities can be found in Attachment 1.

The mission of the Trust is to strengthen the communities in Orange County by financing the development of affordable housing for homeless and low-income individuals and families. The Trust is working to achieve this mission by contributing to the construction of 2,700 permanent supportive housing units and working to secure funding that will contribute to additional affordable housing units by 2025.

During its first three years of operation, the Trust has awarded over \$28.4 million to fifteen affordable housing communities throughout Orange County. The Trust expects to be able to award approximately \$10 million per year through 2025 for additional affordable communities in the County, and is looking for additional funding from private donations and other government sources so it may continue to provide financing for communities past 2025.

II. TRUST RESPONSIBILITIES

1. Trust will assign a Trust Project Manager and coordinate work closely with Contractor.
2. Trust Project Manager will monitor and track project status to ensure it is progressing within the project timeframe.
3. Trust Project Manager will review and approve all work, materials, reports, and deliverables required in this Contract.

III. CONTRACTOR RESPONSIBILITIES

Consultant shall provide services and advice to the Trust's Board of Directors and staff, and be informed about the Trust's mission, finances, operations, history, and accomplishments. As more precisely detailed below, Consultant shall develop an online mapping application hosted through ArcGIS Hub, Mapbox, or similar platform.

The mapping application will include two separate maps, intended for different audiences.

The first map is intended to be for the general public. It will include information about existing and proposed affordable housing developments. This map will include the same information that is currently included on the map provided on the Trust's website at ochft.org/developments. Information about each development will include:

- Development name
- Development address
- Development status
- Developer name

- Service Planning Area
- Total number of units
- Number of affordable units
 - Number of permanent supportive housing units
- Estimated construction start date
- Estimated construction completion date
- Property manager contact information

The second map is intended to be used by affordable housing developers, county and city staff, and housing advocates. The map will be a county-wide heatmap showing potential neighborhood amenity scoring for 9% tax credits. Amenities that are scored include:

- Bus & rail stops with frequency of service
- Public parks
- Community centers
- Public libraries
- Grocery stores
- Public elementary schools
- Senior Centers
- Medical clinics
- Hospitals
- Pharmacies
- CTCAC/HCD Opportunity Areas

Specific tasks to be undertaken are described below.

2) Kickoff Meeting

- Meet with Trust staff to fully develop a scope of needs and desires for the mapping application.
- Prepare meeting agenda and notes.

Deliverables

- Meeting agenda
- Meeting notes

3) Develop Mockup

- Prepare graphical mockup of website for review by Trust staff. It is expected that the mockup will be a static, non-working representation of what the mapping application will look like.
- Include as many different views of the mapping application as necessary to convey the complete user and administrative experience of using the application. Views may include, but should not be limited to, landing page, property information display, finance scoring map, and administrative backend.
- Revise mockup according to Trust staff direction. (Up to three rounds of revisions.)

Deliverables

- Website mockup with revisions

4) Develop Mapping Application

- Create the mapping application in accordance with the Trust's approved mockup.

- Populate map with initial information, including existing housing developments and community amenities for finance scoring calculations.

Deliverables

- Mapping application

5) Mapping Application Training & Hosting

- Train Trust Staff on updating mapping information, including adding and modifying mapped housing developments, and adding and modifying community amenities.
- Host mapping application for a period of three years.

Deliverables

- Mapping training
- Mapping hosting

ATTACHMENT B**COMPENSATION/PAYMENT**

- I. COMPENSATION:** This is an all-inclusive, firm, fixed fee Contract between Trust and Contractor for all other services provided in Attachment A, Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. Trust shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Trust Contract Terms and Conditions.

The Contract amount shall not exceed \$TBD.

- II. FIRM RATE:** Contractor guarantees that rates quoted are equal to or less than rates quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no rate increases shall be passed along to the Trust during the term of this Contract not otherwise specified and provided for within this Contract.
- III. CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, online research services, travel, parking, and any and all “out of pocket” expenses incurred by the Contractor while on Trust 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 a Trust facility while performing work under this Contract, except to the extent the Trust facility has free parking available to the public and the Contractor makes appropriate use of this free parking. However, the Trust will not provide free parking to the Contractor in the County Civic Center.

Contractor shall bill for the actual number of hours worked. Contractor shall notify Trust in advance if any task requires an additional time commitment to complete. Trust approval is required before Contractor can work additional hours/time on the project.

- IV. PAYMENT TERMS:** Invoices are to be submitted in arrears, after services have been completed, to the bill to address specified under Section VI – Billing Instructions, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the Trust, and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the Trust for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

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

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

VI. BILLING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

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

Billing Address: All invoices shall be billed to:
OC Housing Finance Trust
Attn: Adam Eliason
1 League #62335
Irvine, CA 92602
aeliason@ochft.org

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

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

ATTACHMENT C
STAFFING PLAN

I. Primary Staff/Key Personnel to perform Contract duties

Name	Classification

(Additional lines may be added if necessary)

II. Alternate Staff/Key Personnel (for use only if primary is not available)

Name	Classification

(Additional lines may be added if necessary)

Contractor understands that those individuals represented as assigned to the project must remain working on the project throughout the duration of the project unless otherwise requested or approved by the Trust. Substitution or addition of Contractor's Key Personnel in any given classification/title shall be allowed only with prior written approval of the Trust Project Manager. During the Term of this Contract, Contractor shall maintain a business office in Southern California.

The Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to Trust written approval. Trust reserves the right to have any of Contractor personnel removed from providing Services/Deliverables to Trust under this Contract. Trust is not required to provide any reason for the request for removal of any Contractor personnel.

III. SUB-CONTRACTOR(S)

In accordance with Article I, Assignment, listed below are sub-contractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's sub-contractors in any given project function shall be allowed only with prior written approval of the Trust Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function

(Additional lines may be added if necessary)

Attachment 3

Conflict of Interest Disclosure Statement

Disclosure Policy

It is the policy of the Trust to ensure that firms and individuals providing services to the Trust are not subject to organizational conflicts affecting their objectivity or their ability to provide impartial assistance or advice to the Trust. This form requires certain relationships to be disclosed to the Trust so that it may determine whether a potential organizational conflict exists and whether mitigation measures may be implemented so as to allow the firm or individual to perform services notwithstanding such potential conflict. Relationships with the following entities must be disclosed:

- 1) Any firm, individual, partnership, corporation, association, or other legal entity currently retained for services by a developer of affordable housing or service provider for families and individuals at risk of or experiencing homelessness.
- 2) Any firm currently retained or which may be retained for services by the County of Orange or any member city of the Trust or other public entity within Orange County, California (see list of member agencies below).

Disclosure

- 1) _____ Consultant **IS NOT** currently retained for services as defined in the Disclosure Policy above.
- 2) _____ Consultant **IS** currently retained for services as defined in the Disclosure Policy above.

a) Consultant is retained for services by the following member agencies of the Trust

- | | |
|--------------------------------|-----------------------------------|
| _____ County of Orange | _____ City of Lake Forest |
| _____ City of Aliso Viejo | _____ City of Laguna Beach |
| _____ City of Anaheim | _____ City of Laguna Hills |
| _____ City of Buena Park | _____ City of Laguna Niguel |
| _____ City of Costa Mesa | _____ City of La Habra |
| _____ City of Dana Point | _____ City of Mission Viejo |
| _____ City of Fountain Valley | _____ City of Newport Beach |
| _____ City of Fullerton | _____ City of Orange |
| _____ City of Garden Grove | _____ City of Placentia |
| _____ City of Huntington Beach | _____ City of San Juan Capistrano |

_____ City of Santa Ana
_____ City of Seal Beach
_____ City of Stanton

_____ City of Tustin
_____ City of Westminster

- b) Consultant is retained for services by the following other public agencies and public or private entities within Orange County, California. (List individually.)

- c) Please describe briefly those services potentially affected by this Disclosure:

Consultant is required to disclose to the Trust, in writing, any services relationship which may be entered into during the term of the Contract, which violates or appears to violate the intent of this Disclosure:

Consultant

Date

Authorized Representative

Title

Attachment 4

Compensation Proposal

Enter below the proposed price for full compensation to proposer for full and complete performance of the Services identified in the RFP Scope of Services. Prices shall include direct costs, indirect costs, profit, and any other costs associated with providing the services as described in this RFP.

Fee, including expenses: \$ _____

Proposer Name: _____

Address: _____

Phone Number: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment 5

ORANGE COUNTY HOUSING FINANCE TRUST CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Number: _____

Application or Solicitation Title: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of the Orange County Finance Housing Trust Board of Directors on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes _____ No _____

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

- The Applicant Yes ___ No ___
- Subcontractor Yes ___ No ___
- The Applicant's agent/ or lobbyist Yes ___ No ___

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Trust Board Member(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Trust Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Trust Board Members or to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the Orange County Housing Finance Trust any future contributions made to members of the Trust Board of Directors by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist

after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

Date

Signature of Applicant

Print Firm Name, if applicable

Print Name of Applicant

ORANGE COUNTY HOUSING FINANCE TRUST

BOARD MEMBERS

Stephen Faessel, Chair

Shari Freidenrich, Vice Chair

Sheriff Don Barnes

Vicente Sarmiento

Katrina Foley

Jamey Federico

Cynthia Vasquez

Jessie Lopez

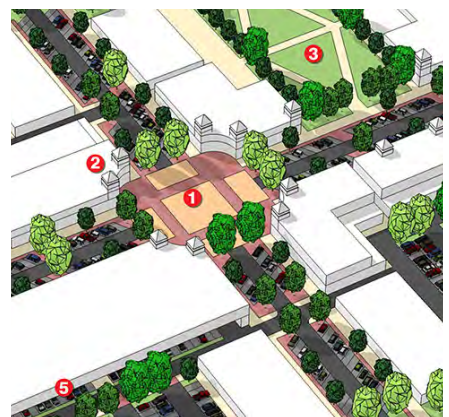
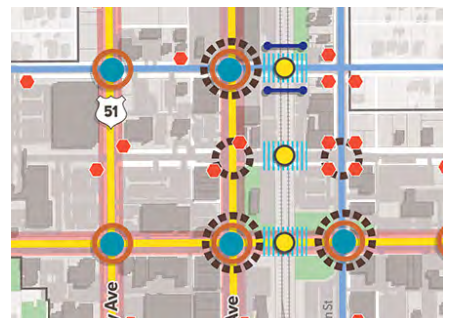
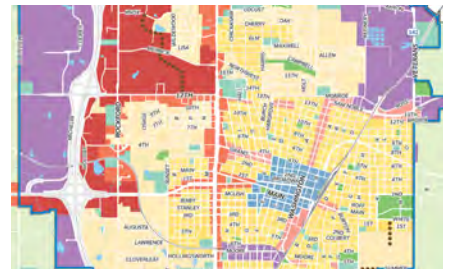
Natalie Moser

Orange County Housing Finance Trust

AFFORDABLE HOUSING MAPPING SERVICES

Proposal

February 17, 2023



Adam Eliason, Manager
 Orange County Housing Finance Trust
 1 league #6335
 Irvine, CA 92602

Subject: Affordable Housing Mapping Services Proposal

Mr. Adam Eliason,

Houseal Lavigne is pleased to submit our proposal for Affordable Housing Mapping Services for the Orange County Housing Finance Trust. Our firm is uniquely qualified to undertake this assignment, bringing insight, expertise, and understanding from across the United States.

Houseal Lavigne's innovation-based approaches heavily leverages new and emerging technologies to improve our workflow for all of our projects and services. This focus on innovation has distinguished Houseal Lavigne as a thought leader in the application of GIS mapping technologies for urban planning with a recent emphasis on the application of GIS mapping technologies to address the current housing crisis across the county. Through the application of a data driven approach and the use of GIS technologies we a successfully assisted multiple agencies and jurisdictions with implementing successful housing strategies. Through this heavy GIS focus we have established a close and collaborative relationship with Esri the world leader in Geographic Information Systems (GIS) technology.

Houseal Lavigne is a **Gold Level Esri business partner** and one of a very select few partners worldwide that has been awarded the **ArcGIS Online Specialty**, **ArcGIS Urban Specialty**, and **Release Ready Certifications**. These designations are given to Esri Partners who have demonstrated in-depth knowledge, skill, and competence in implementing cutting-edge and innovative Geographic Information System (GIS) solutions using ArcGIS Online, a collaborative, cloud-based mapping platform, and integral part of the ArcGIS system. Houseal Lavigne prides itself as being a thought leader in the development of GIS tools and systems that help cities achieve their project goals.

As one of first firms in the nation to achieve the ArcGIS Urban Specialty designation we have had the opportunity to work closely and collaborate with Esri on the use of ArcGIS Urban and CityEngine in planning and community development projects and inform the future needs and requirements for the platform, particularly the functionality and feature of ArcGIS Urban and City Engine, and the ArcGIS Platform. The Houseal Lavigne team leveraged these technologies to support both the San Bernardino County Transportation Authority (SBCTA) and the Western Riverside Council of Governments (WRCOG) with their REAP programs to assist member jurisdiction with their 6th Cycle Housing Elements. Additionally, as a prime consultant for the City of Riverside Housing Element Update the Houseal Lavigne team applied a data driven approach in support of their recently certified 6th cycle Housing Element.

Our firm's motto is "Planning Beyond the Pretty Picture," which describes our collaborative and implementation-oriented processes. Houseal Lavigne has won multiple national planning awards, including the **National Planning Excellence Award for an Emerging Planning and Design Firm** from the American Planning Association (APA) specifically noted our innovation, implementation success, creative and effective outreach, integration of new technologies, industry-leading graphic communication, and our overall influence on the profession of planning in the United States. Most recently, our innovation in planning received the **National 2020 Smart Cities Award** from the national APA Technology Division and our firm's work received Esri's 2018, 2020, and **2021 Special Achievement in GIS Award**.

Houseal Lavigne is a multi-disciplined consulting firms with a complementary team of urban planning and GIS professionals with an expansive breadth of knowledge and experience in working with cities on a wide variety of projects. Our team consists of recognized leaders in urban planning, zoning, scenario planning and spatial modeling, housing policy, community engagement, GIS and geospatial analysis, immersive 3D environments, development visualization and graphics, and implementation strategies. Samples of our innovative GIS maps and solutions can be viewed at: <https://hlplanning.maps.arcgis.com/home/index.html>

We acknowledge receipt of the RFP and all associated addendums, and are prepared to enter into a contract to preform work related to this RFP and agree to comply with all terms and conditions indicated. In addition, we can confidently affirm that we have no conflicts of interest, actual or apparent that would limit our ability to provide the requested services in the RFP. Houseal Lavigne affirms that the terms of this proposal will be valid for at least 120 days from February 17, 2023. As a Partner of Houseal Lavigne, I am authorized to commit the firm to this project. Robert Kain, Geospatial Services Practice Lead with Houseal Lavigne will serve as the Project Manager and prime contact for this engagement and is available by telephone at (213) 529-1008 ext. 122 or via email at rkain@hlplanning.com if you have any questions regarding this submittal.



Devin Lavigne, FAICP, LEED AP
 Partner and Co-Founder
 Houseal Lavigne
 188 W. Randolph Street, Suite 200
 Chicago, IL 60601
 (312) 372-1008 ext. 102
 dlavigne@hlplanning.com



188 West Randolph Street
 Suite 200
 Chicago, Illinois 60601
 312.372.1008

360 E 2nd Street,
 Suite #800
 Los Angeles, CA 90012
 213.529.1008

hlplanning.com
 info@hlplanning.com

PLANNING
 DESIGN
 DEVELOPMENT

PROJECT UNDERSTANDING

Houseal Lavigne understands that the **Orange County Housing Finance Trust (OCHFT)** is seeking a qualified consultant to assist in the development and deployment of several web-based maps and dashboards. The maps are intended to assist the trust with its mission to strengthen the communities in Orange County by financing the development of housing for homeless and low-income individuals and families. The selected consultant will provide services and advice to the Trust's Board of Director's and staff in the development of these online mapping applications to further the Trust's mission.

The first map the trust is looking to have developed will be an online mapping application that serves to inform the general public about existing and proposed affordable developments and help identify the affordable communities where they can apply to live. The mapping application will provide the ability to filter by criteria such as bedroom count, income level, and population served, to identify the properties for which they are eligible. The map will include information for each development project, developer information, and availability and mix of units currently available or that will be available in the near future. The project information will also include estimated construction start and completion dates.

The second online mapping application the trust is looking to have developed is a map that can be used by affordable housing developers, housing advocates, city, and county staff. The intent of this map is to provide a county-wide heatmap showing potential neighborhoods amenity scoring for tax credits. This heatmap will incorporate medical, transit, and personal services amenities, and other quality of life amenities and services to create a representative heatmap to indicate target areas for the 9% tax credits.

Furthermore, it is our understanding that the trust would like the consultant to develop the mapping application on an online platform such as ArcGIS Hub, Mapbox, or a similar technology. Building upon our strong understanding and implementation of Esri's ArcGIS Platform based solutions for agencies and jurisdiction throughout California and the rest of the United States. We envision leveraging this expertise and experience to deliver the desired web mapping applications, however which tools we use and how the application is built will require a better understanding of the needs of the Trust. At a minimum, an ArcGIS Online Organization is needed to host the application and its data and will also serve as an authentication platform, allowing "Named Users" to administer the application and the data. The outward facing application will also likely utilize ArcGIS Dashboards to highlight key metrics and data associated with affordable housing in the county. The application itself will either be an ArcGIS Web AppBuilder app, an ArcGIS Hub Site, or an application developed with ArcGIS Experience Builder. Each application would require similar time to develop, and all are included in the licensing for ArcGIS Online provided in our proposal. The final determination of our approach will be made after Task 1 in our scope of services.

Through our preliminary research into the Orange County Housing Finance Trust, we understand the you are a Nonprofit and therefore would be able to purchase Esri software and the ArcGIS Online Organization at a greatly reduced price freeing up more of your allocated budget for this project to explore extending the platform and tools developed during this engagement to further the Trust's mission.

We are ready and available to start work immediately and look forward to the opportunity to assist OCHFT on this very important project. The following is our proposed scope of work and preliminary tasks and will serve as a framework of work to be done. We are flexible and will work to refine this scope upon completion of our proposed Kick-off meeting.

SCOPE OF SERVICES

Task 1: Project Kickoff

Estimated
Task Cost
\$890

The assignment will begin with a Project Kickoff meeting. The Project Kickoff Meeting is critical in establishing a strong working relationship between the Houseal Lavigne team and the Orange County Housing Finance Trust staff. The purpose of the kick-off is to provide the following:

- Establish an understanding of the scope of the assignment and project deliverables.
- Establish primary points of contact & chain of command.
- Establish a review meeting cadence to discuss and coordinate project progress.
- Record and produce meeting minutes with follow up action-items to ensure transparency and accountability.
- Produce and maintain an updated comprehensive work schedule that outlines critical decision-making dates, and anticipated submission of deliverables.
- Determine which Esri technology (ArcGIS Web AppBuilder, ArcGIS Hub, or ArcGIS Experience Builder) will be used for the application.

Regular and "as-needed" meetings and conference calls Trust staff will frequently held throughout the process to ensure an open communication and exchange of ideas.

Task 2: Prototyping

2a. Wireframing

\$1,850

Based on our understanding of the assignment, we will develop wireframe prototypes of the application in Balsamic. The wireframes will provide the Trust with a quick preliminary understanding of how the application will work. The wireframes will be presented to the trust for review and comment before proceeding to the next task.

2b. Draft Prototype

\$2,460

Building on feedback provided by the Trust, we will transform the wireframes into a semi-functioning prototype of the web application with Adobe XD. The prototype will feature working navigation and behavior to provide the Trust with an overview of how the application will work. Maps and data featured within the prototype will be static. The prototype will include a landing page, a mockup of the map and interface intended for the general public, a mockup of map for developers and housing advocates, views of the property information pop-ups/pages, and view of the administrative backend where the maps and data can be updated. The prototype will be presented to the Trust for review and comment before proceeding to the next task.

2c. Final Prototype

\$1,850

Taking feedback provided by the Trust, we will make necessary revisions to the draft prototype. A final prototype will be presented to the Trust for review and comment.

SCOPE OF SERVICES

Task 3: Data Preparation & Map Making

Estimated Task Cost

3a. Public/Informational Map

\$1,850

This map's target audience is the general public. It will include information about existing and proposed affordable housing developments provided by the Trust in MS Excel. Development information will be geocoded/geolocated and include the development's name, status, location, developer, number of units, number of affordable units, number of permanent supporting units, unit mix (by bedrooms and income), construction date/timeline, population served, and contact information.

3b. Developer/Heat Map

\$2,460

This map's target audience is affordable housing developers, county and city staff, and local housing advocates. The map will be a county-wide heatmap showing potential neighborhood amenity scoring for 9% tax credits. Features and layers to be mapped as part of preparing neighborhood amenity scored for 9% tax credit include public parks, community centers, public libraries, grocery stores, public elementary schools, senior centers, medical clinics, hospitals, pharmacies, and California Tax Credit Allocation Committee (CTCAC)/Housing and Community Development (HCD) Opportunity Areas. Anticipated sources of the data include the Trust, member cities, SCAG, and Esri.

Task 4: Application Development

4a. Draft Application

\$3,090

Building on the final prototype created in Task 2, we will build a mapping application on Esri technology. The application will include the maps and data from Task 3 and provide users the ability to filter and query the data. The draft application will be provided to the Trust for review and comment.

4b. Final Application

\$3,660

Creating a web mapping application can be a powerful tool for visualizing and analyzing geospatial data. The final application will be built based on the final mockup after it has been approved by the client. This ensures that the application aligns with the client's specific needs and expectations.

In this case, the map will be populated with initial information, such as existing housing developments and community amenities for finance scoring calculations. Building the application on the ESRI platform provides a robust set of tools and capabilities for working with geospatial data. With the ability to filter and query the data, users will be able to easily find and analyze the information they need to make informed decisions. Overall, a web mapping application can be a valuable tool for businesses and organizations looking to better understand and leverage geospatial data. The final application will be published and made available to the public.

SCOPE OF SERVICES

Task 5: Training and Hosting

5a. Hosting

The application, maps, and data will all be hosted on an ArcGIS Online (AGOL) Organization that we will configure for exclusive use by the Orange County Housing Finance Trust. Our cost proposal includes configuration and hosting for three (3) years; however the Trust could maintain hosting beyond this timeline for an additional fee.

Estimated
Task Cost

\$4,430

5b. Training

The final task of the assignment will be to provide training to Trust staff to update and maintain the application, maps, and data. To train staff on updating web mapping information, a training plan will be developed based on the existing knowledge and skills of the staff. The training will include hands-on exercises and practical examples to allow staff to practice updating web mapping information, including adding and modifying mapped housing developments, and adding and modifying community amenities. Training formats such as webinars, online courses, and in-person workshops will be used, depending on the needs of the staff and organization. Encouraging collaboration among staff can also help to reinforce learning and ensure that everyone is on the same page.

\$2,460

Expenses
\$10,000

Estimated Total Budget
\$35,000

Qualifications & Experience

City of Laguna Beach, CA - On-Call GIS Services

Houseal Lavigne provides on-call GIS services to the City under repeat master services contracts since 2020. Through this contract HL provides as needed GIS services including; data management, web application development, and ArcGIS Online administration. The HL team also provided as need basemap-ping and analysis to support staff with various city projects. Several select projects under those contracts include:

Front Counter Application: The Houseal Lavigne team configured and maintains a Front-Counter mapping application that will provide city staff, the development community, and residents with parcel level information. Houseal Lavigne worked with city staff to develop the front counter application that will provides parcel-level information leveraging datasets developed during the General Plan update; as well as the city's existing Zoning & Assessor's information. Houseal Lavigne developed this application leveraging ArcGIS online as the web portal and user interface.

Public Works Projects Mapping Application: Houseal Lavigne created and helps maintain a web-based mapping application for the Public Works Department to monitor assets and track maintenance of many of their Capital Improvement Projects including the conversion of their light standards conversion to LED fixtures, roadway resurfacing, storm drain maintenance.

Fire Department Fuel Modification Program: The Houseal Lavigne team has worked with the Laguna Beach Fire Department to develop a series of maps that delineate the fuel modification program managed by the department. The HL provides reference maps delineating the areas of work and provide calculation of the areas of work. GIS datasets and maps are provided to the department on an as need basis and updated periodically as the fuel modification activities move through different parts of the city.

Contact:

James Brown, Fire Marshal
Laguna Beach Fire Department
Fire Prevention Division
505 Forest Ave.,
Laguna Beach, CA 92651
949-497-0352
jdbrown@lagunabeachcity.net

South Orange County Wastewater Authority (SOCWA) – On – Call GIS Services

Over the past couple of years SOCWA has undertaken a program to improve its GIS and develop a more robust and useable GIS tool to be shared within the organization as well as with their client jurisdictions. As part of this effort, Robert Kain of Houseal Lavigne was hired to assist with the ongoing development and management of its GIS, including data management, data acquisition, map updates, and the creation of an online facilities mapping application to help the agency share data with their member jurisdictions. To date the HL team lead by Robert has developed a comprehensive GIS data library for use by agency staff, updated numerous facility maps, and provided cartography services in support of the production of high-quality large-scale maps for use in meetings and outreach efforts. Additionally, the HL team maintains the agency's online map portal using ArcGIS Online and has configured a series of web-based mapping applications for the monitoring of agency permits. On-site staff training on the operation and maintenance of their GIS system is also provided as part of this on-call contract.

Contact:

Katie Greenwood, Source Control
Manager
South Orange County
Wastewater Authority
Direct 949-234-5412
Fax 949-288-6414
kgreenwood@socwa.com
www.socwa.com
34156 Del Obispo St.,
Dana Point, CA 92629

City of Dana Point, CA - On-Call GIS Services

Houseal Lavigne provides on-call as-needed GIS mapping and analysis services for the Community Development and Public Works Departments. Services provided included; updating and maintaining the city's Land Management database and permit tracking system, maintenance of the official policy maps and datasets, and the completion of miscellaneous analysis and mapping task as directed.

Contact:

Brenda Wisneski, Community
Development Director
City of Dana Point
949-248-3560



Riverside: Using ArcGIS Urban to Plan for Housing and RHNA

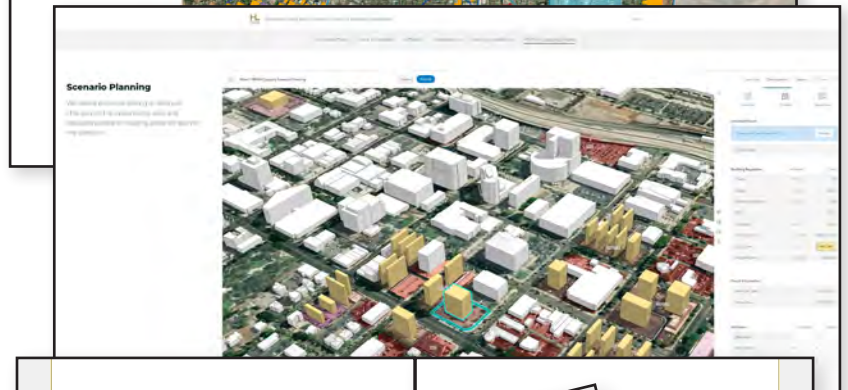
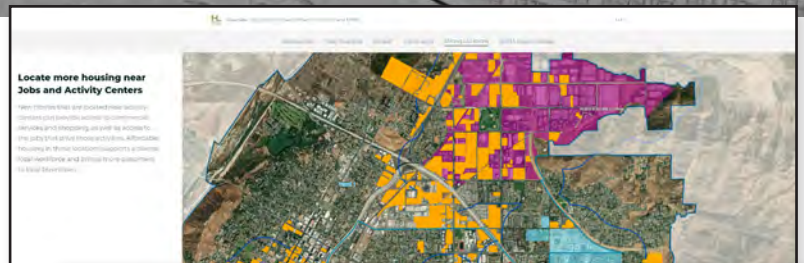
Houseal Lavigne

Riverside, California RHNA Housing Element

As part of the City of Riverside Housing Element Update, the City was required to find sites within that could accommodate, by 2029, approximately 24,000 new residential housing units. This process and requirement, referred to as the Regional Housing Needs Assessment (RHNA), obligates every municipality in California to help meet statewide housing needs. At the same time, the City is required to ensure that they are Affirmatively Furthering Fair Housing and looking at potential environmental justice issues.

To help Riverside meet its RHNA allocation, **Houseal Lavigne** developed a GIS-based solution and workflow with ArcGIS Urban called the RHNA Opportunity Finder. ArcGIS Urban was used at the onset to collaborate with the stakeholders and staff to identify the most favorable locations for future residential development. To further fair housing and support positive economic, educational, and health outcomes for low-income families, the RHNA Opportunity Finder evaluated several factors affecting each parcel, including access to amenities, proximity to pollution sources, protected natural areas, natural hazards, and other opportunities and constraints.

With an initial set of opportunity sites that advance fair housing, are environmentally just, and are proximate to various community amenities, Houseal Lavigne completed the planning with ArcGIS Urban, testing policy changes and different development scenarios. By interactively engaging the community and getting their feedback, Riverside's updated Housing Element identifies and plans for more than 24,000 new homes by 2029, including where the new housing units should be located and their densities.



Matthew Taylor
Senior Planner
(951) 826-5944
mtaylor@riversideca.gov

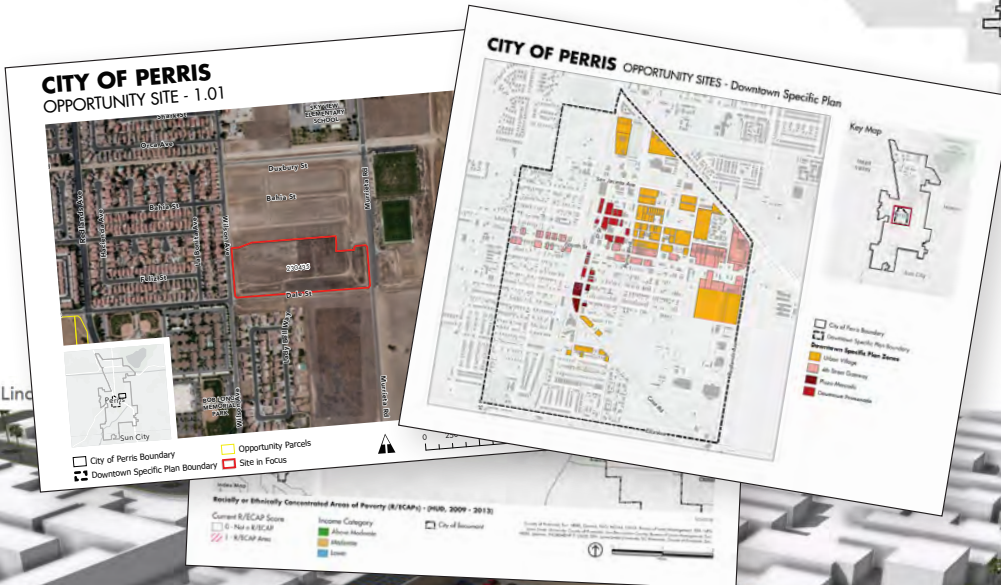
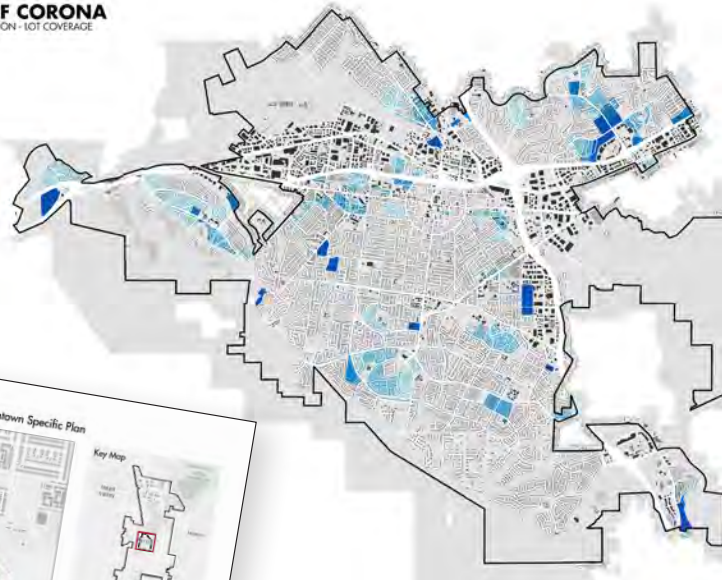
Qualifications & Experience

Western Riverside Council of Governments, California GIS Assistance for RHNA Housing Element

The Western Riverside Council of Governments (WRCOG) is a public agency that represents 18 cities, the Riverside County Board of Supervisors, and the Eastern and Western Municipal Water Districts to create a unified voice in addressing important issues. WRCOG contracted **Houseal Lavigne** to assist in a variety of GIS tasks. One of them is developing visualizations through ArcGIS Pro and CityEngine to showcase development potential at select sites. These visualizations demonstrate potential site designs and the potential residential units that can be accommodated to meet RHNA requirements. Additionally, Houseal Lavigne is tasked with assisting WRCOG in creating various socio-economic themed maps and examining best practices for evaluating and understanding the impacts that restrictive zoning has on segregation and resident displacement.



CITY OF CORONA
UNDERUTILIZATION - LOT COVERAGE



City of Cypress - Linderoth



SHARE HELP SIGN OUT (DANIEL TSE)

Layers

- Street Network
- Base Information
- Lincoln and Moody
- Plan View
- Explored View



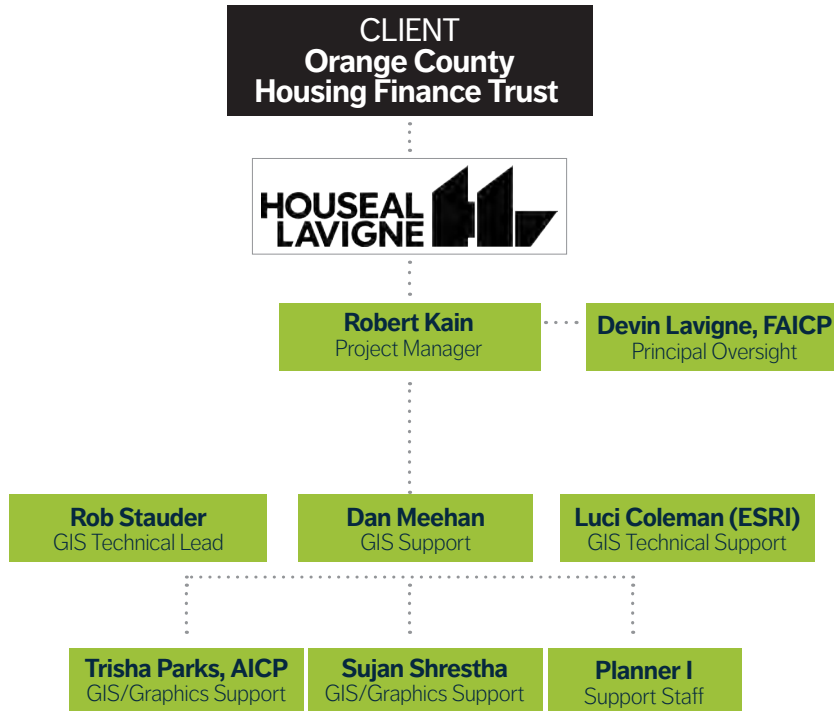
Key Personnel & Project Team

Houseal Lavigne strives to develop strong relationships with our clients and consider ourselves an extension of staff. We will work closely with the City of Vineyard staff throughout the process to ensure that the final product reflects this collaboration.

For this important project, Jackie Wells will be the Project Manager serving as the primary contact and managing staff and deliverables. In addition, each of Houseal Lavigne's Principals is recognized as being at the very top of the planning, zoning, and visualization fields and will ensure accountability and devoted expertise from our team. Below is a table highlighting Houseal Lavigne team members to be assigned to the project.

Key Staff	Role
Devin Lavigne	Principal Oversight
Robert Kain	Project Manager
Rob Stauder	GIS Technical Lead
Dan Meehan	GIS Support
Trisha Parks	GIS/Graphics Support
Sujan Shrestha	GIS/Graphics Support
Planner I	Support

Team Organization Chart



Key Personnel & Project Team

Planning consultants play a key role in offering a fresh, outside perspective and knowledge of cutting-edge best practices from throughout the country, however there will be no substitute for the on-the-ground knowledge of Vineyard in creating meaningful and impactful recommendations. With that in mind, Houseal Lavigne strives to develop strong relationships with our clients and to be considered an extension of staff. Our team will coordinate with staff throughout the process to ensure that the final product reflects this spirit of collaboration.



Devin Lavigne, FAICP, LEED AP Partner and Co-Founder

Devin is a Partner and Co-founder of Houseal Lavigne with special expertise in urban design, land-use planning, site planning, land planning, land-use regulation, graphic illustration and development visualization, geographic information systems, and web development. Devin is regarded as one of the profession's top designers and graphic specialists. Devin has presented at both national and state planning conferences about the importance in graphics and instructed on how best to communicate plans and planning concepts as well as the importance of development visualization. Devin has garnered national attention and has helped distinguish the firm's body of work.

Dan Meehan GIS Consultant

Dan is a Geographic Information Systems (GIS) solutions consultant at Houseal Lavigne. He has been in the geospatial technology industry for over 20 years. In that time he has worked developing, integrating and applying geospatial tools and solutions in support of local, state, and federal government projects and academic research. He has managed GIS/IT projects in spatial data analysis, database design, data management, and web mapping application development.

Robert Kain Geospatial Services Practice Lead

Robert is a Principal at Houseal Lavigne Associates bringing over 20 years of planning experience split between public and private sectors bringing municipal planning experience from his work at the coastal communities of Newport Beach and Dana Point, California and most recently as a contract senior planner for the city of Wildomar CA. Robert also has 15 years in the private sector planning experience specializing in the implementation of geospatial technologies based in the fundamentals of Geodesign to support the informed decision process through analysis, public engagement and consensus building. Robert specializes in the implementation of geospatial technologies in urban planning and design projects and is a frequent speaker at conferences on the value of geospatial tools and the application of Geodesign in urban planning workflows.

Trisha Parks, AICP Senior Planner

Trisha is a Senior Planner with Houseal Lavigne and is instrumental in executing and evolving the firm's distinctive style and transformative 3D and GIS-based visualizations. Her primary area of expertise is visual communication through the development of illustrative maps, graphics, 3D visualizations, plan branding collateral, and plan document layouts.

Rob Stauder Products and Solutions Practice Lead

Rob is a Principal and a Geographic Information Systems (GIS) solutions consultant at Houseal Lavigne. He has worked with GIS technology for 25 years and has a deep understanding of the ArcGIS Platform and how to apply it to community, urban, and regional planning. Rob connects planning requirements to cutting-edge GIS capabilities to create data informed and analytically driven plans. He believes that the best way to help clients envision potential futures is to create and analyze plans and outcomes using the most current GIS tools.

Sujan Shrestha Planner II

Sujan joined Houseal Lavigne in 2019 after receiving his Master of Urban Design from Carnegie Mellon University. As a Planner with the firm, Sujan collaborates with associate planners and project managers to develop meaningful illustrations and visualize data and urban policies across a range of community plans and project scales. Sujan's proficiency in the latest GIS and graphic tools available to planners allows him to incorporate compelling visualizations and efficient workflows into the planning process.



Education

Bachelor of Science,
School of Urban and Regional Planning,
Ryerson Polytechnic University

Memberships

American Planning Association (APA)
American Institute of Certified Planners
Inducted Fellow (FAICP)
National Trust for Historic Preservation
Congress for the New Urbanism
Urban Land Institute

Awards

2020 ESRI Special Achievement in GIS Award:
Morrisville Land Use Plan/
Town Center Immersive Experience
2020 APA Smart Cities Award:
Morrisville Land Use Plan/
Town Center Immersive Experience
2018 ESRI Special Achievement in GIS Award:
Oshkosh Corporation World Headquarters/
Lakeshore Redevelopment
2014 APA National Award for Excellence
Emerging Planning and Design Firm
2012 APA-IL Daniel Burnham Award:
Downers Grove Comprehensive Plan
2010 APA-IL Daniel Burnham Award:
McHenry County 2030 Comprehensive Plan
2010 APA-IL "Best Practice" Gold Award:
Planning Mapper
Google: SketchUp Design Award
2007 APA-IL Daniel Burnham Award:
Carpentersville Comprehensive Plan
2007 APA-IL "Project, Tool, or Program" Gold
Award: Planningprep.com

Lecturing/Instruction

UP 426 Urban Design Studio,
University of Illinois at Urbana Champaign
(2012 to 2020)

AICP Certification Instructor

APA Illinois Chapter
(2005 to Present)
APA Missouri & Kansas Chapters
(2008 to Present)
National (D.C.) APA Chapter
(2012 to Present)

www.planningprep.com
(site's co-creator)

Devin J. Lavigne

FAICP, LEED AP

Partner

Devin is a Partner and Co-founder of Houseal Lavigne with special expertise in urban design, land-use planning, site planning, land planning, land-use regulation, graphic illustration and development visualization, geographic information systems, and web development. Devin received his Bachelor of Science from the School of Urban and Regional Planning at Ryerson Polytechnic University in Toronto Ontario.

Devin is regarded as one of the profession's top designers and graphic specialists. Devin has presented at both national and state planning conferences about the importance in graphics and instructed on how best to communicate plans and planning concepts as well as the importance of development visualization. Devin has garnered national attention and has helped distinguish the firm's body work. At the American Planning Association's 2010 National Conference his presentation Better Graphics, Better Plans was regarded as "best in show" and at 2008 National Conference, Devin's SketchUp! portfolio was presented by Google to show planners how the software can be used by the profession.

Prior to co-founding Houseal Lavigne, Devin was the Senior Planning Manager for URS Corporation, a global multi-disciplined engineering firm based in San Francisco, California. Working from the Michigan Avenue office in Downtown Chicago, Devin managed, directed and provided technical assistance to numerous studies. Devin joined URS through their acquisition of Trkla, Pettigrew, Allen and Payne (TPAP) a prominent planning and economic development firm in the City of Chicago. Devin has managed, directed, authored and contributed to more than 100 planning studies, including a number of downtown plans, corridor plans, subarea plans, park master plans, and comprehensive plans throughout the country.

Project Experience

Downtown/TOD Plans

20+ Downtown Plans including:

- Carbondale, IL
- Downers Grove, IL
- Downers Grove Pattern Book
- St. Charles, IL
- St. Cloud, IL
- Geneva, IL
- Huntley, IL
- McHenry, IL
- Murray, KY
- Morton, IL
- Round Lake, IL
- Winfield, IL

Design & Development Guidelines

15+ Guidelines including:

- Downers Grove, IL
- Prairie Grove, IL
- St. Charles, IL
- Kenilworth, IL
- McHenry, IL
- Huntley, IL
- IL Route 47, IL
- Brookfield, IL
- Round Lake, IL
- Westmont, IL
- Hinsdale, IL
- Traverse City, MI

Corridor Plans

50+ Corridor Plans including:

- Brookfield, IL, Ogden Avenue Corridor Plan
- Carpentersville, IL Route 31 Corridor Plan
- Countryside, IL, LaGrange Road Corridor Plan
- Downers Grove, IL, Ogden Avenue Corridor Plan
- Hinsdale, IL, Ogden Avenue Corridor Plan
- Homer Glen, IL, 159th Street Corridor Plan
- Illinois Route 47 Corridor Plan
- Kenilworth, IL, Green Bay Road Corridor Plan
- Melrose Park, IL, Broadway Avenue Corridor Plan
- Montgomery, IL, Orchard Road/Blackberry Creek Corridor Plan
- Naperville, IL, Ogden Avenue Enhancement Study
- Oak Brook, IL, 22nd Street Corridor Plan
- River Forest, IL, Corridors Plan
- St. Charles, IL, Main Street & Randall Road
- Westmont, IL, Ogden Avenue Corridor Plan
- Traverse City, MI, Corridors Master Plan

Visualization & Illustration

25+ assignments including:

- Carson City, NV, Carson City Center
- Lombard, IL, Firestone Retail Development
- Westfield, IL, Old Orchard Signage
- Naperville Park District, IL, Naperville Riverwalk 3D Illustration
- Peoria, IL, River Trail Development Visualization
- Forest Park, IL, Shopping Plaza Redevelopment Sketch
- Chicago Grove Shopping Center Redevelopment Sketch
- Maywood IL, River Pointe Plaza Rendering
- Las Vegas, NV, Taos Estates Entry Monument Render
- Machesney Park, IL, Machesney Mall Redevelopment Concept
- Kenilworth, IL, Green Bay Road Redevelopment Site Illustration
- Bellwood, IL, TOD Development Visualization
- Hanover Park/Irving Park, IL, Road Development Concepts



Education

Bachelor of Science in
Urban and Regional Planning,
California Polytechnic University, Pomona

Presentations

2020 Esri Geodesign Summit, Redlands, CA:
Leveraging Geodesign Tools in the General Plan
Process

2019 APA Annual Conference, San Francisco,
CA:
Build Consensus Using Interactive
Web-based GIS

2019 APA Annual Conference, San Francisco,
CA:
An Introduction to Geodesign

2019 Esri Geodesign Summit, Redlands, CA:
Geodesign for Community Engagement and
Consensus Using Interactive Web-based GIS
Tools and Technology

2018 APA Annual Conference, San Diego, CA:
Collaborate & Build Consensus Using Inter-
active Web-based GIS Tools and Technology
(Moderator)

2016 APA Annual Conference, Phoenix, AZ:
Geodesign - Comprehensive Planning for
Sustainable Communities

Awards

2022 APA-CA Inland Empire Excellence Award
Riverside Housing Element Update

2014 SCAG,
Sustainability Excellence in Green Region:
Lynwood Residential Design Guidelines

Robert Kain

Geospatial Services Practice Lead

Robert is a Principal at Houseal Lavigne Associates bringing over 20 years of planning experience split between public and private sectors bringing municipal planning experience from his work at the coastal communities of Newport Beach and Dana Point, California and most recently as a contract senior planner for the city of Wildomar CA. Robert also has 15 years in the private sector planning experience specializing in the implementation of geospatial technologies based in the fundamentals of Geodesign to support the informed decision process through analysis, public engagement and consensus building.

Robert specializes in the implementation of geospatial technologies in urban planning and design projects and is a frequent speaker at conferences on the value of geospatial tools and the application of Geodesign in urban planning workflows.

Robert received his Bachelor's degree in Urban and Regional Planning from California Polytechnic University Pomona. Prior to joining Houseal Lavigne, Robert was the Geospatial Services Business Leader at PlaceWorks where he led a team of GIS experts in the development of Geospatial tools and technologies to support urban planning and design projects. Robert lead the Geodesign Initiative at the company and was instrumental in the development of GreenScore a proprietary suite of GIS tools and analysis methodologies for measuring and evaluating the sustainability of the built environment.

Robert is well versed in advanced and current planning practices in both the public and private sectors and has an excellent understanding of the relationship between data and its importance in the informed decision making process.

Project Experience

General Plans

- San Bernardino County, CA*
- Yucca Valley, CA*
- Highland, CA*
- Industry, CA*
- San Clemente, CA*
- Menlo Park, CA*
- Corona, CA*
- Temple City, CA*
- La Habra, CA*
- Los Alamitos, CA*
- Menifee, CA*
- Yucca Valley, CA*
- Upland, CA*
- Yucaipa, CA*
- Menlo Park, CA
- Palo Alto, CA*
- Moorpark, CA*
- San Mateo, CA*
- Temple City, CA*

Housing Elements

- Riverside, CA
- Claremont CA
- San Fernando, CA

Community Planning & Design

- WRCOG SBCTA Regional Climate Adaptation Toolkit*
- WRCOG Smart Growth Corridor Analysis & Mapping | Riverside County, CA *
- Laguna Beach Local Hazards Mitigation Plan | Laguna Beach, CA*
- Los Angeles County Vote Center Project | Los Angeles County, CA*
- De Anza Park Revitalization Plan | San Diego, CA*
- City of Industry General Plan Update | Industry, CA*
- Pioneer Boulevard Enhancement Program | Artesia, CA *
- Pioneer Boulevard Design Guidelines | Artesia, CA*

Zoning & Design Guidelines

- Lynwood, CA*
- Artesia, CA*
- El Monte, CA*
- Temple City, CA*
- City of Hesperia General Plan Land Use & Zoning Map update | Hesperia, CA*
- City of Yucca Valley – Hillside Ordinance | Yucca Valley, CA*
- City of Riverside Sustainability Database | Riverside, CA*

Contract Professional Services

- SPG Site Suitability Analysis | SPG Group, CA*
- Professional Planning Services – Contract Senior Planner | Wildomar, CA*

Contract Municipal Geographic Information Systems (GIS) Services

- City of Laguna Beach, CA
- South Orange County Waste-water Authority
- Taft, CA
- Dana Point, CA
- Laguna Woods, CA*
- Commerce, CA*
- Yorba Linda, CA*
- Desert Hot Springs, CA*

*Work conducted in other firms



Education

Masters in Community Planning,
University of Cincinnati

Memberships

California Geographic Information Association
(CGIA)

Presentations

2019 Washington State GIS Conference.
GIS Tools for Addressing

2019 Inland Empire GIS,
Growth Planning and Addressing

2011-2018 Esri User Conferences:
GeoPlanner, Suitability Modeling

2018 APA Conference:
Scenario Planning with GeoPlanner

2017 APA-OH Conference:
Emerging Software Tools for Planning

2015 California Adaptation Forum:
GIS Planning tools for Climate Change Impacts

Publications

32 Blog Posts on
www.esri.com/arcgis-blog
and community.esri.com (2014-2018)

Understanding Weighted Overlay,
ArcUser (Fall 2014)

Five Strategies for ArcObjects Developers,
ArcUser (Fall 2011)

Rob Stauder

Products and Solutions Practice Lead

Rob is a Principal and a Geographic Information Systems (GIS) solutions consultant at Houseal Lavigne. He has worked with GIS technology for 25 years and has a deep understanding of the ArcGIS Platform and how to apply it to community, urban, and regional planning. Rob connects planning requirements to cutting-edge GIS capabilities to create data informed and analytically driven plans. He believes that the best way to help clients envision potential futures is to create and analyze plans and outcomes using the most current GIS tools.

Rob studied community planning at the University of Cincinnati School of Design, Art, Architecture, and Planning (DAAP). In DAAP's dynamic and integrated environment, Rob fused the study of planning with computer science, statistics, economics, imagery analysis, and GIS as he saw these disciplines as foundational to envisioning potential futures. Upon graduation, Rob joined Esri, the world leader in GIS software, and worked there for 22 years as a software engineer and developer then project and product manager. Rob now works at Houseal Lavigne as a GIS Solutions Consultant. He combines software development, solution configuration, and GIS analytics so clients can envision and measure outcomes in potential futures.

Project Experience

Planning and Modeling

- Tyndall AFB Master Plan
Jacobs Engineering*
- Future Right-of-Way Modeling
Tools, Jacobs Engineering*
- School Master Planning Dash-
board, Jacobs Engineering*
- Local Climate Impact Modeler,
Jacobs Engineering*
- GE Environmental Remediation
Planning, Makati, Philippines*
- Climate Risk Health Check
App and Dashboard, Jacobs
Engineering*
- Transit Planning Prototype,
Esri, CA*
- Growth Plan Analysis, Middle
Holland Environmental Ministry,
Netherlands*
- Farm Energy Production
Potential, Biodico, CA* Growth
Analysis, Placeworks, Menlo
Park CA*
- Vote Center Location Analysis
Tools, Los Angeles County*
- Data Center Site Selection
Prototype, ESRI, Google
Netherlands*
- Solar Installation Suitability
Modeling, Glidepath and
Horizon GIS, PA*
- Solar Potential Area Selection,
Butte County CA*
- World Ecophysiological
Suitability Modeling Service,
Esri, CA*
- Green Infrastructure Suitability
Modeling Service, Esri, CA*
- Wildfire Disaster Mitigation
Modeling Service, CALOES,
CA*
- USFS Forest Inventory Analyt-
ical Service, USA*
- Future Development Analysis,
Esri, Placer County CA*

**Work conducted in other firms*



Education

Masters of Professional Studies - Geodesign
Penn State - 2019

Bachelor's of Science, Earth Sciences Penn
State - 2000

Presentations

2022 ESRI Users Conference

Using GIS to Plan for Utility Scale Solar Development

2022 American Planning Associations National
Conference

3D Tools For Digital Engagement

2022 PA Industrial Development Forum GIS for
Site Selection and Beyond

2021 EcoCities World Summit Using Geodesign
to Plan for Urban Revitalization in Utica, NY

2020 ESRI Geodesign Summit

A University-led Community Conversation
Strategy to Build Public Trust

2020 International Geodesign Summit Urban
Revitalization of a Rust Belt City

2020 Penn State Webinar Geodesign Applied
In Practice

2019 ESRI Geodesign Summit

A Geodesign Approach to Sustainable Development
on Jekyll Island

2019 Eco Cities world Summit Community
Engagement for Land Use Planning

2019 Army National Guard Conference Using
GIS to Plan for Explosive Safety

Army National Guard - Construction and Facilities
Management Conference

2007, 2008, 2009, 2011, 2012.

Army National Guard - Safety Conference 2006,
2007, 2009, 2010, 2011, 2015.

Publications

Meehan, D. & DuRussel, L. (2020), Using an
Ecosystem of Digital Tools to Solve Land Use
Issues. In: Journal of Digital Landscape Architecture,
5-2020, pp. 237-245. © Wichmann Verlag.

Meehan, D. & Flaxman, M. (2019). Lake Tahoe
Basin Development and Water Quality. In Fisher,
T. Orland, B. & Steinitz, C. (Eds.), The International
Geodesign Collaboration, Changing
Geography By Design (pp 50-51), Redlands, CA
USA. ESRI Press.

Dan Meehan

GIS Consultant

Dan is a Geographic Information Systems (GIS) solutions consultant at Houseal Lavigne. He has been in the geospatial technology industry for over 20 years. In that time he has worked developing, integrating and applying geospatial tools and solutions in support of local, state, and federal government projects and academic research. He has managed GIS/IT projects in spatial data analysis, database design, data management, and web mapping application development.

Dan received is Masters in Professional Studies in Geodesign from Penn State University's College of Arts and Architecture. Geodesign refers to a proven planning framework that utilizes gesospatial technology to enable data-driven decision making when dealing with land use planning. This Online program focused on project-based learning allowing Dan to utilize his GIS skills to enhance the planning-based problems provided by faculty members. He also worked as a program manager assisting faculty members in course development and handling all aspects of geospatial technology and managing the University's ArcGIS Online environment, with over 8000 users.

Prior to joining HLA, Dan worked for several years as a Federal contractor for various entities including, US DOT, DoD, DHS, and FEMA. Dan also owned and operated his own geospatial consulting business that specialized in the development of safety plans for explosive storage sites at military installations and private entities. Dan has worked with and trained planners from over 100 military installations in the US and abroad throughout his career.

Project Experience

Army NG Safety Planning*

- Alabama
- Arizona
- Delaware
- Florida
- Idaho
- Illinois
- Indiana
- Iowa
- Louisiana
- Maine
- Michigan
- Minnesota
- Mississippi
- Montana
- Nebraska
- Nevada
- Ohio
- Oregon
- Utah
- Vermont
- Virginia

Planning and Scenario Work*

- Penn State University
- Jekyll Island Authority, GA
- Various Military Bases

US Navy Safety Planning*

- Allegheny Ballistics Lab
- Anniston Army Depot, AL
- NAS Jacksonville, FL
- NAS Leemore, CA
- NAS Oceana, VA
- NAS Pax River, MD
- Naval Station Norfolk, VA
- NSA Crane, IN
- NSA Hampton Roads, VA
- NSA Millington, TN
- NSB Bangor, WA
- NSB Kings Bay, GA
- NSB New London, CT
- NWS Earle, NJ

Private Entities*

- BAE Systems
- Farmer's Footprint
- FarmToCrag
- Prospect14
- Lafayette Group
- Mappy
- Northeastern University
- Northrup Grumman
- Schreiber Group
- Safety Management Services
- Weston Solutions

**Work conducted in other firms*



Education

Masters of Urban Planning and Policy
with a Certificate in Geospatial
Analysis & Visualization
University of Illinois at Chicago

Bachelor of Science in Architecture,
University of Illinois at Champaign-Urbana

Memberships

American Planning Association (APA)

IL GIS Association

Certifications

American Institute of Certified Planners (AICP)

ArcGIS Desktop Associate,
Issued by Esri

ArcGIS Desktop Professional,
Issued by Esri

Presentations

Wisconsin Land Information Association:
Persuading Citizens & Corporations
with Visualization

Awards

2021 APA-CO General Planning Award:
Gunnison 2030 Comprehensive Plan

2018 Special Achievement in GIS Award,
Oshkosh Lakeshore Development

Trisha Parks AICP

Senior Planner

Trisha is a Senior Planner with Houseal Lavigne and is instrumental in executing and evolving the firm's distinctive style and transformative 3D and GIS-based visualizations. Her primary area of expertise is visual communication through the development of illustrative maps, graphics, 3D visualizations, plan branding collateral, and plan document layouts.

Trisha received a Bachelor's degree in Architecture from the University of Illinois at Urbana-Champaign and a Master's degree in Urban Planning and Policy from the University of Illinois at Chicago, concentrating in spatial planning and urban design. While attending University, she was awarded the AICP Outstanding Student Award honoring her exceptional achievements in the study of planning. Prior to joining Houseal Lavigne, Trisha worked for the City of Highland Park. Throughout her time with the City, she worked on projects such as the Highland Park Downtown Design Guidelines and the Cultural Arts Master Plan.

Across a wide breadth of scales, Trisha brings specialization in all planning and design platforms, including but not limited to ArcGIS, ArcGIS Pro, Adobe, SketchUp, and CityEngine, to forge the connection between the planning process and the final deliverable. Her ability to design engaging and easy-to-understand graphics and collateral greatly assist the firm throughout the planning and outreach processes. Though she largely concentrates on the graphic representation of planning policies, she is interested in all aspects of the planning process.

Project Experience

Comprehensive Plans

- Aurora, CO
- Ardmore, OK
- Battle Creek, MI
- Bentonville, AR
- Brentwood, MO
- Brownsburg, IN
- Cañon City, CO
- Cape Cod, MA
- Channahon, IL
- Eden Prairie, MN
- El Paso County, CO
- Fayette County, WV
- Fort Lupton, CO
- Downers Grove, IL
- Galesburg, IL
- Glen Ellyn, IL
- Grand Junction, CO
- Gunnison, CO
- Jenks, OK
- Lake Barrington, IL
- Marion, IA
- Minooka, IL
- Morrisville, NC
- Naperville, IL
- Northfield, IL
- Oak Creek, WI
- Opelika, AL
- Peoria Heights, IL
- River Forest, IL
- Schaumburg, IL
- Sioux City, IA
- Springfield, MO
- Summerville, SC
- Westmoreland County, PA
- Wyoming, MI

Plan Branding

- Aurora, CO
- Cañon City, CO
- Clarksville-Montgomery County, TN
- Brentwood, MO
- Fayette County, WV
- Fort Lupton, CO
- Fort Wayne, IN
- Jenks, OK
- New Buffalo, MI
- Westmoreland County, PA

Downtown Plans

- Lisle, IL
- Oshkosh, WI
- Springfield, MO
- St. Joseph, MI

Site Visualizations

- Ames, IA
- Battle Creek, MI
- Bentonville, AR
- Channahon, IL
- Diamond Willow Property, Sioux City, IA
- Elmhurst, IL
- Fort Lupton, CO
- Frederick, CO
- Gunnison, CO
- Hastings, MN
- Oshkosh, WI
- Norwegian American Hospital Health District Master Plan
- Peoria Heights, IL
- St. Cloud, MN
- Savoy, IL

Subarea Plans

- Huntley, IL
- Elmhurst, IL
- Peoria Heights, IL
- Oshkosh, WI
- Holly Springs, NC

Corridor Plans

- Ames, IA
- Bradley, IL
- Hastings, MN
- Oak Brook, IL

Zoning Ordinances

- Bentonville, AR
- Bloomington, IL
- Cary, IL
- Marion, IA
- Roscoe, IL
- Sunset Hills, MO

Parks & Recreation Plans

- Bensenville, IL
- Fort Lupton, CO
- St. Cloud, MN



Education

Master of Urban Design,
Carnegie Mellon University

Bachelor of Architecture,
Purbhanchal University

Memberships

American Planning Association (APA)

Presentations/Exhibitions

"An Atlas of Commoning", Miller Institute of
Contemporary Art, Carnegie Mellon University,
2019

ICEE PDRP, "Urban Regeneration of Taulachlon
Tole, Bhaktapur", 2016

ICEE PDRP, "Perception of Residents on
Housing Alternatives in the 2015 Gorkha Earth-
quake Post-Disaster Reconstruction", 2016

Awards

2022 APA-CA Inland Empire Excellence Award
Riverside Housing Element Update

Sujan Shrestha

Planner II

Sujan joined Houseal Lavigne in 2019 after receiving his Master of Urban Design from Carnegie Mellon University. As a Planner with the firm, Sujan collaborates with associate planners and project managers to develop meaningful illustrations and visualize data and urban policies across a range of community plans and project scales. Sujan's proficiency in the latest GIS and graphic tools available to planners allows him to incorporate compelling visualizations and efficient workflows into the planning process.

While at Carnegie Mellon University, Sujan worked as a Data Visualization Research Assistant for the School of Architecture's Remaking Cities Institute, which conducts research in placemaking, public participation processes, and sustainable development. His work included participation on the study "3D/ Data Visualization for Urban Design and Planning." A collaborative research with the City of Pittsburgh's Department of City Planning. His primary role focused on developing comprehensive workflows that would aid planners and designers adopt the appropriate tools to perform a range of tasks valuable to city planning, urban design, and community engagement. Further, his keen interest in community engagement and tactical urbanism led to an independent study focused on developing agency among members of a community to achieve equitable development.

Prior to his studies at Carnegie Mellon, Sujan worked as an architectural designer and project lead for over 4 years on public and private sector projects in Nepal. His professional practice includes building design, site planning and landscape design for various residential, institutional, healthcare and pharmaceutical projects. He also held an adjunct faculty position at Khwopa Engineering College's Department of Architecture, where he helped students research and document historic built environments. Other past experiences includes extensive research and presentations on post-disaster reconstruction of historic cities in Nepal.

Project Experience

Comprehensive Plans

- Claremont, CA - Housing Element
- Clarksville-Montgomery County
- Dallas, TX
- Fayette County, WV
- Fremont, NE
- Fort Wayne/Allen County, IN
- Glen Ellyn, IL
- Grand Junction, CO
- Gunnison, CO
- Hillsborough, CA - Housing Element
- Jenks, OK
- Lenexa, KS
- Naperville, IL
- Northfield, IL
- Oak Creek, WI
- Portage, MI
- Riverside, CA - Housing Element
- San Anselmo - Housing Element
- Springfield, MO
- Summerville, SC
- Wyoming, MI

Subarea Plans

- Palos Park, IL - Western Growth Area Plan

Development Services

- Norwegian American Hospital, Chicago, IL
- Naperville, IL Entitlement Fee Study
- St. Joseph, MI - Berrien Hills Development Master Plan
- River Forest, IL - Madison Street Development Concepts

Corridor Plans

- Detroit, MI - Jefferson Chalmers Mainstreet Master Plan
- Aurora, IL - Farnsworth Corridor Plan

Zoning Ordinances

- Bloomington, IL
- Carol Stream, IL
- Franklin, WI
- Knightdale, NC
- New Buffalo, MI
- Oak Creek, WI
- Sunset Hills, MO
- Verona, WI
- Yorkville, IL

APPENDIX

Attachment 3

Conflict of Interest Disclosure Statement

Disclosure Policy

It is the policy of the Trust to ensure that firms and individuals providing services to the Trust are not subject to organizational conflicts affecting their objectivity or their ability to provide impartial assistance or advice to the Trust. This form requires certain relationships to be disclosed to the Trust so that it may determine whether a potential organizational conflict exists and whether mitigation measures may be implemented so as to allow the firm or individual to perform services notwithstanding such potential conflict. Relationships with the following entities must be disclosed:

- 1) Any firm, individual, partnership, corporation, association, or other legal entity currently retained for services by a developer of affordable housing or service provider for families and individuals at risk of or experiencing homelessness.
- 2) Any firm currently retained or which may be retained for services by the County of Orange or any member city of the Trust or other public entity within Orange County, California (see list of member agencies below).

Disclosure

- 1) _____ Consultant **IS NOT** currently retained for services as defined in the Disclosure Policy above.
- 2) X Consultant **IS** currently retained for services as defined in the Disclosure Policy above.

a) Consultant is retained for services by the following member agencies of the Trust

<u> X </u>	County of Orange	_____	City of Lake Forest
_____	City of Aliso Viejo	<u> X </u>	City of Laguna Beach
_____	City of Anaheim	_____	City of Laguna Hills
_____	City of Buena Park	<u> X </u>	City of Laguna Niguel
_____	City of Costa Mesa	_____	City of La Habra
<u> X </u>	City of Dana Point	_____	City of Mission Viejo
_____	City of Fountain Valley	_____	City of Newport Beach
_____	City of Fullerton	_____	City of Orange
_____	City of Garden Grove	_____	City of Placentia
_____	City of Huntington Beach	_____	City of San Juan Capistrano

_____ City of Santa Ana
_____ City of Seal Beach
_____ City of Stanton

_____ City of Tustin
_____ City of Westminster

b) Consultant is retained for services by the following other public agencies and public or private entities within Orange County, California. (List individually.)

c) Please describe briefly those services potentially affected by this Disclosure:

Consultant is required to disclose to the Trust, in writing, any services relationship which may be entered into during the term of the Contract, which violates or appears to violate the intent of this Disclosure:

Houseal Lavigne

Consultant

2/17/23

Date

John Houseal

Authorized Repetitive

Principal | CoFounder

Title

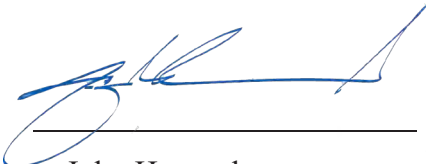
Attachment 4

Compensation Proposal

Enter below the proposed price for full compensation to proposer for full and complete performance of the Services identified in the RFP Scope of Services. Prices shall include direct costs, indirect costs, profit, and any other costs associated with providing the services as described in this RFP.

Fee, including expenses: \$ \$35,000.00

Proposer Name: Houseal Lavigne
Address: 188 W. Randolph St. Suite 200
 Chicago, IL 60601
Phone Number: 312-372-1008

Signature: 
Printed Name: John Houseal
Title: Principal
Date: 2/17/23

Attachment 5

ORANGE COUNTY HOUSING FINANCE TRUST CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Number: _____

Application or Solicitation Title: Affordable Housing Mapping Services

Was a campaign contribution, regardless of the dollar amount, made to any member of the Orange County Finance Housing Trust Board of Directors on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes ____ No X

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

- The Applicant Yes ____ No ____
- Subcontractor Yes ____ No ____
- The Applicant's agent/ or lobbyist Yes ____ No ____

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Trust Board Member(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Trust Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Trust Board Members or to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

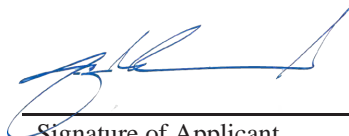
By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the Orange County Housing Finance Trust any future contributions made to members of the Trust Board of Directors by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist

after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

2/17/23
Date

Houseal Lavigne

Print Firm Name, if applicable



Signature of Applicant

John Houseal

Print Name of Applicant

ORANGE COUNTY HOUSING FINANCE TRUST

BOARD MEMBERS

Stephen Faessel, Chair

Shari Freidenrich, Vice Chair

Sheriff Don Barnes

Vicente Sarmiento

Katrina Foley

Jamey Federico

Cynthia Vasquez

Jessie Lopez

Natalie Moser

ATTACHMENT C
STAFFING PLAN

I. Primary Staff/Key Personnel to perform Contract duties

Name	Classification
Robert Kain	Project Manager
Rob Stauder	GIS Technical Lead
Devin Lavigne	Project Oversight
Dan Meehan	GIS Support
Sujan Shrestha	GIS/Graphics Support

(Additional lines may be added if necessary)

II. Alternate Staff/Key Personnel (for use only if primary is not available)

Name	Classification
Trisha Parks	GIS/Graphics Support
Planner I	Planner

(Additional lines may be added if necessary)

Contractor understands that those individuals represented as assigned to the project must remain working on the project throughout the duration of the project unless otherwise requested or approved by the Trust. Substitution or addition of Contractor’s Key Personnel in any given classification/title shall be allowed only with prior written approval of the Trust Project Manager. During the Term of this Contract, Contractor shall maintain a business office in Southern California.

The Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to Trust written approval. Trust reserves the right to have any of Contractor personnel removed from providing Services/Deliverables to Trust under this Contract. Trust is not required to provide any reason for the request for removal of any Contractor personnel.

III. SUB-CONTRACTOR(S)

In accordance with Article I, Assignment, listed below are sub-contractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor’s sub-contractors in any given project function shall be allowed only with prior written approval of the Trust Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
ESRI Inc. 380 New York Ave. Redlands, CA 92373	Luci Coleman - 909-973-2853	GIS Technical Support

(Additional lines may be added if necessary)



Cover Letter

Orange County Housing Finance Trust
Attn: Adam Eliason
1 League #62335 Irvine, CA 92602
Phone: (909) 706-7193
Email: aeliason@ochft.org

February 17, 2023

Dear Mr. Eliason:

Thank you for the opportunity to provide a proposal to the OC Housing Finance Trust. This proposal is prepared and submitted in accordance with the requirements set forth in the Request for Proposal for Affordable Housing Mapping Services for a total contract price of **\$85,000**.

Scope of Services

AdvanceOC will develop two dashboards with analytical insights and mapping capabilities to assist the Board of Directors and staff of the OC Housing Finance Trust in fulfilling its mission to strengthen the communities in Orange County by financing the development of affordable housing for homeless and low-income individuals and families.

AdvanceOC will design, develop, and construct two Tableau dashboards that will include two separate maps. The first map, intended for the public, will include information about existing and proposed affordable housing developments. The design and development of this map will be streamlined for optimal user experience to assist community members looking for affordable housing to be able to identify affordable communities where they can apply to live. This map will have a filter that allows people to select criteria such as bedroom count, income level, and population served so users can easily find properties for which they are eligible. This map is expected to cost \$10,000 (\$1,000 in software license expense + \$9,000 in staff time) to design and develop and will take approximately 6-8 weeks to construct in tableau.

The second map, intended to be used by affordable housing developers, county, and city staff, and housing advocates, will be a county-wide heatmap showing potential neighborhood amenity scoring for 9% tax credits. This map is expected to cost \$75,000 (\$6,000 in software license expense + \$69,000 in staff time) to design and develop and will take approximately 12 weeks to construct in tableau.

About Us

AdvanceOC is a 501(c)3 public charity based in Orange County, CA. Our founders are long-time community volunteers with deep roots in the nonprofit and philanthropic sector.

AdvanceOC's mission is to close social and health disparities in Orange County. Our approach is rooted in the belief that community data can drive community progress. That is, understanding the lived experiences of community residents, especially the most vulnerable members, can help tailor solutions and interventions to specifically address the greatest needs of each of Orange County's 580 neighborhoods.

Related Experience

Since our founding in 2019, our portfolio of work includes significant and similar projects in scope to OC Housing Financing Trust's Affordable Housing Mapping Services, including the completion of the award-winning Orange County Equity Map for the County of Orange, the COVID Vulnerability Map, the Social Progress Index Orange County, OC Health Data Portal and Data Exchange, Hoag Hospital's Community Health Needs Assessment and more. To date, we have helped over 250 Orange County organization build equity into their missions using data intelligence tools. These projects and many others can be found on our website: www.advanceoc.com. Our work has been featured in local and national articles, with community leaders calling our work "innovative" "transformative" and "state of the art."

AdvanceOC is known as one of the leading data intelligence organizations in Orange County. We create unique data tools full of actionable insights that enable strategic problem solving for some of the most complicated issues facing Orange County. This was proven during the pandemic when we created the COVID Vulnerability Map for the Health Care Agency. Our field-tested research and innovative thinking are what truly set us apart and why leading Orange County institutions turn to us for assistance in tackling Orange County's biggest data issues.

Project Team

The Project Team for this engagement will comprise of Katie Kalvoda, chief data scientist, Dorian Banutoiu, data engineer (if necessary), Tammy Peng, project manager, and Mary Zhuang, tableau data analyst.

Katie Kalvoda is President and Founder of AdvanceOC with over 20 years of experience as a data scientist. She received a bachelor's degree in Economics at the University of CA, Berkeley and is a thought leader in real estate, winning national and international awards for her real estate investment experience. Katie has run large real estate portfolios and advised some of the largest real estate investors in the country. Katie is also certified in Artificial Intelligence for Business Strategy from MIT and an experienced tableau user. Katie was the chief architect and creator of the OC Equity Map and will serve as key personnel on this project.

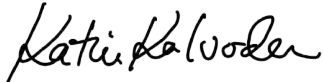
Dorian Banutoiu is a data engineer with visualization expertise in tableau, Alteryx, Python and SQL. Dorian works as an analytics consultant to AdvanceOC and assists in complex projects requiring substantial data structuring, integration, warehousing, and visualization.

Tammy Peng, Esq. is an attorney and works as the Director of Operations for AdvanceOC. Tammy will serve as project manager to coordinate tasks and communications from the OC Housing Finance Trust staff and the AdvanceOC project team.

Mary Zhuang is Research Associate with AdvanceOC and will serve as a tableau data analyst on this project. Mary has a bachelor's degree in Biological Sciences with a minor in Health Informatics and worked on the development of the 2021 Social Progress Index Orange County.

This Proposal and its scope of work shall remain valid for a period of 120 days from the Proposal due date. It will be our honor and privilege to provide these services to the OC Housing Finance Trust.

Very truly yours,

A handwritten signature in black ink that reads "Katie Kalvoda". The signature is written in a cursive, flowing style.

Katie Kalvoda
President, AdvanceOC
Tel: (949) 415-6898
katie@advanceoc.com

ATTACHMENT C
STAFFING PLAN

I. Primary Staff/Key Personnel to perform Contract duties

Name	Classification
Katie Kalvoda	President

(Additional lines may be added if necessary)

II. Alternate Staff/Key Personnel (for use only if primary is not available)

Name	Classification

(Additional lines may be added if necessary)

Contractor understands that those individuals represented as assigned to the project must remain working on the project throughout the duration of the project unless otherwise requested or approved by the Trust. Substitution or addition of Contractor’s Key Personnel in any given classification/title shall be allowed only with prior written approval of the Trust Project Manager. During the Term of this Contract, Contractor shall maintain a business office in Southern California.

The Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to Trust written approval. Trust reserves the right to have any of Contractor personnel removed from providing Services/Deliverables to Trust under this Contract. Trust is not required to provide any reason for the request for removal of any Contractor personnel.

III. SUB-CONTRACTOR(S)

In accordance with Article I, Assignment, listed below are sub-contractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor’s sub-contractors in any given project function shall be allowed only with prior written approval of the Trust Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
Dorian Banutoiu	dorian.banutoiu@zuar.com	Data Engineer

(Additional lines may be added if necessary)

Attachment 3

Conflict of Interest Disclosure Statement

Disclosure Policy

It is the policy of the Trust to ensure that firms and individuals providing services to the Trust are not subject to organizational conflicts affecting their objectivity or their ability to provide impartial assistance or advice to the Trust. This form requires certain relationships to be disclosed to the Trust so that it may determine whether a potential organizational conflict exists and whether mitigation measures may be implemented so as to allow the firm or individual to perform services notwithstanding such potential conflict. Relationships with the following entities must be disclosed:

- 1) Any firm, individual, partnership, corporation, association, or other legal entity currently retained for services by a developer of affordable housing or service provider for families and individuals at risk of or experiencing homelessness.
- 2) Any firm currently retained or which may be retained for services by the County of Orange or any member city of the Trust or other public entity within Orange County, California (see list of member agencies below).

Disclosure

- 1) _____ Consultant **IS NOT** currently retained for services as defined in the Disclosure Policy above.
- 2) X Consultant **IS** currently retained for services as defined in the Disclosure Policy above.

a) Consultant is retained for services by the following member agencies of the Trust

- | | |
|--------------------------------|-----------------------------------|
| <u> X </u> County of Orange | _____ City of Lake Forest |
| _____ City of Aliso Viejo | _____ City of Laguna Beach |
| _____ City of Anaheim | _____ City of Laguna Hills |
| _____ City of Buena Park | _____ City of Laguna Niguel |
| _____ City of Costa Mesa | _____ City of La Habra |
| _____ City of Dana Point | _____ City of Mission Viejo |
| _____ City of Fountain Valley | _____ City of Newport Beach |
| _____ City of Fullerton | _____ City of Orange |
| _____ City of Garden Grove | _____ City of Placentia |
| _____ City of Huntington Beach | _____ City of San Juan Capistrano |

_____ City of Santa Ana
_____ City of Seal Beach
_____ City of Stanton

_____ City of Tustin
_____ City of Westminster

- b) Consultant is retained for services by the following other public agencies and public or private entities within Orange County, California. (List individually.)
[Orange County Social Services Agency](#); [Orange County Health Care Agency](#)
- c) Please describe briefly those services potentially affected by this Disclosure:
[SSA: Older Adults Needs Assessment](#) [HCA: Equity in OC](#)

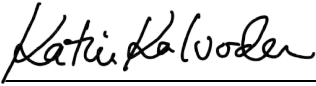
Consultant is required to disclose to the Trust, in writing, any services relationship which may be entered into during the term of the Contract, which violates or appears to violate the intent of this Disclosure:

[AdvanceOC](#)

Consultant

[2/17/2023](#)

Date



Authorized Representative

[President](#)

Title

Attachment 4

Compensation Proposal

Enter below the proposed price for full compensation to proposer for full and complete performance of the Services identified in the RFP Scope of Services. Prices shall include direct costs, indirect costs, profit, and any other costs associated with providing the services as described in this RFP.

Fee, including expenses: \$ 85,000

Proposer Name: AdvanceOC

Address: 220 Newport Center Drive #11-173
Newport Beach, CA 92660

Phone Number: 949-415-6898

Signature: 

Printed Name: Katie Kalvoda

Title: President

Date: 2/17/2023

Attachment 5

ORANGE COUNTY HOUSING FINANCE TRUST CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Number: _____

Application or Solicitation Title: RFP for Affordable Housing Mapping Services

Was a campaign contribution, regardless of the dollar amount, made to any member of the Orange County Finance Housing Trust Board of Directors on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant’s proposed subcontractors or the applicant’s agent or lobbyist?

Yes _____ No X

If no, please sign and date below.

If yes, please provide the following information:

Applicant’s Name: _____

Contributor or Contributor Firm’s Name: _____

Contributor or Contributor Firm’s Address: _____

Is the Contributor:

- The Applicant Yes ___ No ___
- Subcontractor Yes ___ No ___
- The Applicant’s agent/ or lobbyist Yes ___ No ___

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant’s agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Trust Board Member(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Trust Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Trust Board Members or to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the Orange County Housing Finance Trust any future contributions made to members of the Trust Board of Directors by the applicant, or, if applicable, any of the applicant’s proposed subcontractors or the applicant’s agent or lobbyist

after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

_____ Date

Katie Kalvoda
Signature of Applicant

_____ Print Firm Name, if applicable

Katie Kalvoda
Print Name of Applicant

ORANGE COUNTY HOUSING FINANCE TRUST

BOARD MEMBERS

Stephen Faessel, Chair

Shari Freidenrich, Vice Chair

Sheriff Don Barnes

Vicente Sarmiento

Katrina Foley

Jamey Federico

Cynthia Vasquez

Jessie Lopez

Natalie Moser

**CONTRACT
BETWEEN
ORANGE COUNTY HOUSING FINANCE TRUST
AND
HOUSEAL LAVIGNE
FOR
Mapping Services**

This Contract for Mapping 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 “Trust”, and Houseal Lavigne with a place of business at 360 E. 2nd Street, Suite #800, Los Angeles, CA 90012; hereinafter referred to as “Contractor”, with Trust and Contractor sometimes referred to as “Party”, or collectively as “Parties”.

ATTACHMENTS

Attachment A – Scope of Work and Compensation Plan

Attachment B – Compensation/Payment

Attachment C – Staffing Plan

i. RECITALS

WHEREAS, Trust issued a Request for Proposal (RFP) for Mapping Services; and

WHEREAS, the Contractor responded and represents that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the Trust Board of Directors has authorized the Trust Manager or their designee to enter into a Contract with Contractor for Mapping Services; and

NOW, THEREFORE, the parties mutually agree as follows:

ii. 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 adjudication to another county.

- B. Entire Contract:** This Contract, including Attachments A through C which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on Trust unless authorized by Trust in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any Trust employee or agent, including but not limited to installers of software, shall not be valid or binding on Trust unless accepted in writing by Trust's Agent or designee.
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on Trust unless authorized by Trust in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. Trust reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind Trust to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by Trust. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by Trust.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by Trust, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of Trust, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) merchantable and good for the ordinary purposes for which they are used, and 2) 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 Trust 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 Trust by reason of the failure of the goods/services to conform to such warranties, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes. Such remedies shall be in addition to any other remedies provided by law.

- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold Trust and Trust Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- 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 by Contractor without the express written consent of Trust. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of Trust shall be invalid and shall constitute a breach of this Contract.
- 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 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, Trust has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by Trust of its right to terminate the Contract shall relieve Trust of all further obligation.
- 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 Trust. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through Trust.

N. Performance: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to Trust's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of Trust required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the Trust that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the Trust during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

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

- 1) In addition to the duty to indemnify and hold the Trust harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the Trust at its sole cost and expense with counsel approved by Board of Directors against same; and

- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the Trust was the insured.

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

Qualified Insurer:

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

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the Trust 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 owned, 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 per occurrence

Required Coverage Forms:

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

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

Required Endorsements:

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

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

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

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

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

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

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

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

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

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

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

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

Q. Change of Ownership/Name, Litigation Status, Conflicts with Trust Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the Trust agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the Trust.

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

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

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

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 Trust within 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 Trust and Trust-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

Contractor's confidentiality obligations in this Contract and the obligations of this Section shall survive the termination or expiration of the Contract and all related subordinate contracts.

- 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 Trust in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by Trust. Contractor acknowledges that Trust is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold Trust and Trust Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. [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 had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect 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 performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by Trust, and hold harmless, the Trust, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the Trust or both in connection with any alleged violation of any Federal or State statutes or regulations

pertaining to the eligibility for employment of any persons performing work under this Contract.

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

AA. Audits/Inspections: Contractor agrees to permit the Trust's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the Trust) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The Trust will provide reasonable notice of such an audit or inspection.

The Trust reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the Trust to audit records and interview staff of any subcontractor related to performance of this Contract.

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

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

CC. Expenditure Limit: The Contractor shall notify the Trust assigned Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The Trust will not be responsible for any expenditure overruns and will not pay for work

exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

II. ADDITIONAL TERMS AND CONDITIONS:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the Trust will procure services from Contractor as set forth in the Scope of Work, attached hereto as Attachment A and incorporated by this reference.
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures, and continue for five calendar years from that date, unless otherwise terminated by Trust.
3. **Compensation/Payment:** The Contractor agrees to accept the specified compensation, as set forth in Attachment B – Compensation/Payment, as full remuneration for performing all services and materials called for. The Contractor assumes responsibility for performance of all its duties and obligations hereunder.
5. **Usage:** No guarantee is given by the Trust to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the Trust, at rates/prices listed in the Contract, regardless of quantity requested.
6. **Adjustments-Scope of Work:** No adjustments made to the scope of work will be authorized or paid for without prior written approval of the Trust assigned Agent.
7. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
8. **[INTENTIONALLY OMITTED.]**
9. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the Trust may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate the Contract immediately, pursuant to Section K herein;
 - b. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d. Offset against any monies billed by the Contractor but yet unpaid by the Trust those monies disallowed pursuant to the above.

- 10. 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.
- 11. [INTENTIONALLY OMITTED.]**
- 12. Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the Trust. The Trust assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the Trust are expressly stated in the Contract.
- 13. Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the Trust. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence Trust staff or elected officers from acting in the best interests of the Trust.
- 14. Conflict of Interest – Trust Personnel:** The Trust Board of Directors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any Trust employee for any purpose.
- 15. 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 Trust. Storage of records in another county will require written approval from the Trust assigned Agent.
- 16. Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

17. Covenant against Contingent Fees: Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of getting business.

For breach or violation of this warranty, the Trust shall have the right to terminate this Contract in accordance with the termination clause and, its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee from the Contractor.

18. Data-Title to: All materials, documents, data or information obtained from the Trust data files or any Trust medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the Trust. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the Trust. All materials, documents, data or information, including copies, must be returned to the Trust at the end of this Contract.

19. 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 recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

20. Disputes – Contracts:

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the Trust's Project Manager, such matter shall be brought to the attention of the Trust Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the Trust, on its own initiative, has already rendered such a final decision.
2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the Trust is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the Trust shall be expressly identified as such, shall be in writing, and shall be signed by the Trust Agent or his designee. If the Trust fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the Trust's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

- 21. Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Trust with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the Trust shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the Trust in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the Trust provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 22. News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the Trust through the Trust's Project Manager.
- 23. 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:	Company Name:	Houseal Lavigne
	Address:	360 E. 2 nd Street, Suite #800 Los Angeles, CA 90012
	Attn:	Devin Lavigne
	Telephone:	(312) 372-1008 ext. 102
	E-mail:	dlavigne@hlplanning.com

For Trust: Orange County Housing Finance Trust
 Attn: Adam Eliason
 1 League #62335 Irvine, CA 92602
 Phone: (909) 706-7193
 Email: aeliason@ochft.org

- 24. Ownership of Documents:** The Trust has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the Trust and may be used by the Trust as it may require without additional cost to the Trust. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the Trust.
- 25. Precedence:** The Contract documents consist of this Contract and its attachments and exhibit. 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 exhibit.
- 26. Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. The Trust requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the Trust. The Trust may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- 27. Project Manager and Key Personnel – Contractor:** 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 Trust and shall not be changed without the written consent of the Trust's Project Manager, 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 Trust's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the Trust under this Contract. The Trust's Project manager 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 Trust's Project Manager. The Trust's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The Trust 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.

- 28. Project Manager – Trust:** The Trust shall appoint a project manager to act as liaison between the Trust and the Contractor during the term of this Contract. The Trust's project manager shall coordinate the activities of the Trust staff assigned to work with the Contractor.

The Trust's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The Trust's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the Trust's project manager. The Trust's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The Trust 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.

- 29. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

- 30. Reports/Meetings:** The Trust's Project Manager 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 Trust for the purpose of monitoring progress under this Contract.

- 31. Responsibility of the Contractor:** The Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all reports, documentation, and services furnished by the Contractor under this Contract. The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Contract. The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A, Scope of Work.

- 32. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Trust. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the Trust shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the Trust to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The Trust shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the Trust.

- 33. Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior Trust written approval.
- 34. Termination – Default:** If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten days after receipt of a written notice of default from Trust and cured such default within the time specified in the notice, the Trust shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the Trust may begin negotiations with a third-party contractor to provide services as specified in this Contract.
- 35. Termination – Orderly:** After receipt of a termination notice from the Trust, the Contractor shall submit to the Trust a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the Trust upon written request of the Contractor. Upon termination, Trust agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus 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 execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- 36. Title to Data:** All materials, documents, data or information obtained from the Trust data files or any Trust medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the Trust. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract. All materials, documents, data or information, including any copies, and all Trust Employees Workers' Compensation claim files, must be returned to the Trust at the end of this Contract.
- 37. Waivers-Contract:** The failure of the Trust in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
- 38. Contract Award – Multiple:** The Trust reserves the right, at its sole discretion, to make multiple awards to bidders/proposers for services requested in this solicitation.

CONTRACT SIGNATURE PAGE

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

CONTRACTOR*

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

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

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

John Houseal Partner

Print Name Title

3/7/23

Signature Date

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

Devin Lavigne Partner

Print Name Title

3/7/23

Signature Date

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

Print Name Title

Signature Date

Approved as to form
Trust Counsel

By Lauren Kramer
Lauren Kramer (Mar 9, 2023 13:23 PST)

Dated Mar 9, 2023

SCOPE OF SERVICES

Task 1: Project Kickoff

Estimated
Task Cost
\$890

The assignment will begin with a Project Kickoff meeting. The Project Kickoff Meeting is critical in establishing a strong working relationship between the Houseal Lavigne team and the Orange County Housing Finance Trust staff. The purpose of the kick-off is to provide the following:

- Establish an understanding of the scope of the assignment and project deliverables.
- Establish primary points of contact & chain of command.
- Establish a review meeting cadence to discuss and coordinate project progress.
- Record and produce meeting minutes with follow up action-items to ensure transparency and accountability.
- Produce and maintain an updated comprehensive work schedule that outlines critical decision-making dates, and anticipated submission of deliverables.
- Determine which Esri technology (ArcGIS Web AppBuilder, ArcGIS Hub, or ArcGIS Experience Builder) will be used for the application.

Regular and "as-needed" meetings and conference calls Trust staff will frequently held throughout the process to ensure an open communication and exchange of ideas.

Task 2: Prototyping

2a. Wireframing

\$1,850

Based on our understanding of the assignment, we will develop wireframe prototypes of the application in Balsamic. The wireframes will provide the Trust with a quick preliminary understanding of how the application will work. The wireframes will be presented to the trust for review and comment before proceeding to the next task.

2b. Draft Prototype

\$2,460

Building on feedback provided by the Trust, we will transform the wireframes into a semi-functioning prototype of the web application with Adobe XD. The prototype will feature working navigation and behavior to provide the Trust with an overview of how the application will work. Maps and data featured within the prototype will be static. The prototype will include a landing page, a mockup of the map and interface intended for the general public, a mockup of map for developers and housing advocates, views of the property information pop-ups/pages, and view of the administrative backend where the maps and data can be updated. The prototype will be presented to the Trust for review and comment before proceeding to the next task.

2c. Final Prototype

\$1,850

Taking feedback provided by the Trust, we will make necessary revisions to the draft prototype. A final prototype will be presented to the Trust for review and comment.

SCOPE OF SERVICES

Task 3: Data Preparation & Map Making

Estimated Task Cost

3a. Public/Informational Map

\$1,850

This map's target audience is the general public. It will include information about existing and proposed affordable housing developments provided by the Trust in MS Excel. Development information will be geocoded/geolocated and include the development's name, status, location, developer, number of units, number of affordable units, number of permanent supporting units, unit mix (by bedrooms and income), construction date/timeline, population served, and contact information.

3b. Developer/Heat Map

\$2,460

This map's target audience is affordable housing developers, county and city staff, and local housing advocates. The map will be a county-wide heatmap showing potential neighborhood amenity scoring for 9% tax credits. Features and layers to be mapped as part of preparing neighborhood amenity scored for 9% tax credit include public parks, community centers, public libraries, grocery stores, public elementary schools, senior centers, medical clinics, hospitals, pharmacies, and California Tax Credit Allocation Committee (CTCAC)/Housing and Community Development (HCD) Opportunity Areas. Anticipated sources of the data include the Trust, member cities, SCAG, and Esri.

Task 4: Application Development

4a. Draft Application

\$3,090

Building on the final prototype created in Task 2, we will build a mapping application on Esri technology. The application will include the maps and data from Task 3 and provide users the ability to filter and query the data. The draft application will be provided to the Trust for review and comment.

4b. Final Application

\$3,660

Creating a web mapping application can be a powerful tool for visualizing and analyzing geospatial data. The final application will be built based on the final mockup after it has been approved by the client. This ensures that the application aligns with the client's specific needs and expectations.

In this case, the map will be populated with initial information, such as existing housing developments and community amenities for finance scoring calculations. Building the application on the ESRI platform provides a robust set of tools and capabilities for working with geospatial data. With the ability to filter and query the data, users will be able to easily find and analyze the information they need to make informed decisions. Overall, a web mapping application can be a valuable tool for businesses and organizations looking to better understand and leverage geospatial data. The final application will be published and made available to the public.

SCOPE OF SERVICES

Task 5: Training and Hosting

Estimated Task Cost

5a. Hosting

\$4,430

The application, maps, and data will all be hosted on an ArcGIS Online (AGOL) Organization that we will configure for exclusive use by the Orange County Housing Finance Trust. Our cost proposal includes configuration and hosting for three (3) years; however the Trust could maintain hosting beyond this timeline for an additional fee.

5b. Training

\$2,460

The final task of the assignment will be to provide training to Trust staff to update and maintain the application, maps, and data. To train staff on updating web mapping information, a training plan will be developed based on the existing knowledge and skills of the staff. The training will include hands-on exercises and practical examples to allow staff to practice updating web mapping information, including adding and modifying mapped housing developments, and adding and modifying community amenities. Training formats such as webinars, online courses, and in-person workshops will be used, depending on the needs of the staff and organization. Encouraging collaboration among staff can also help to reinforce learning and ensure that everyone is on the same page.

Expenses
\$10,000

Estimated Total Budget
\$35,000

ATTACHMENT B**COMPENSATION/PAYMENT**

- I. COMPENSATION:** This is an all-inclusive, firm, fixed fee Contract between Trust and Contractor for all other services provided in Attachment A, Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. Trust shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Trust Contract Terms and Conditions.

The Contract amount shall not exceed \$35,000.

- II. FIRM RATE:** Contractor guarantees that rates quoted are equal to or less than rates quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no rate increases shall be passed along to the Trust during the term of this Contract not otherwise specified and provided for within this Contract.
- III. CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, online research services, travel, parking, and any and all "out of pocket" expenses incurred by the Contractor while on Trust 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 a Trust facility while performing work under this Contract, except to the extent the Trust facility has free parking available to the public and the Contractor makes appropriate use of this free parking. However, the Trust will not provide free parking to the Contractor in the County Civic Center.

Contractor shall bill for the actual number of hours worked. Contractor shall notify Trust in advance if any task requires an additional time commitment to complete. Trust approval is required before Contractor can work additional hours/time on the project.

- IV. PAYMENT TERMS:** Invoices are to be submitted in arrears, after services have been completed, to the bill to address specified under Section VI – Billing Instructions, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the Trust, and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the Trust for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

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

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

VI. BILLING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

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

Billing Address: All invoices shall be billed to:
 OC Housing Finance Trust
 Attn: Adam Eliason
 1 League #62335
 Irvine, CA 92602
 aeliason@ochft.org

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

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

ATTACHMENT C
STAFFING PLAN

I. Primary Staff/Key Personnel to perform Contract duties

Name	Classification
Robert Kain	Project Manager
Rob Stauder	GIS Technical Lead
Devin Lavigne	Project Oversight
Dan Meehan	GIS Support
Sujan Shrestha	GIS/Graphics Support

(Additional lines may be added if necessary)

II. Alternate Staff/Key Personnel (for use only if primary is not available)

Name	Classification
Trisha Parks	GIS/Graphics Support
Planner I	Planner

(Additional lines may be added if necessary)

Contractor understands that those individuals represented as assigned to the project must remain working on the project throughout the duration of the project unless otherwise requested or approved by the Trust. Substitution or addition of Contractor’s Key Personnel in any given classification/title shall be allowed only with prior written approval of the Trust Project Manager. During the Term of this Contract, Contractor shall maintain a business office in Southern California.

The Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to Trust written approval. Trust reserves the right to have any of Contractor personnel removed from providing Services/Deliverables to Trust under this Contract. Trust is not required to provide any reason for the request for removal of any Contractor personnel.

III. SUB-CONTRACTOR(S)

In accordance with Article I, Assignment, listed below are sub-contractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's sub-contractors in any given project function shall be allowed only with prior written approval of the Trust Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
ESRI Inc. 380 New York Ave. Redlands, CA 92373	Luci Coleman - 909-973-2853	GIS Technical Support

(Additional lines may be added if necessary)







Item 4.4 - Attachment D - Contract with Houseal Lavigne

Final Audit Report

2023-03-09

Created:	2023-03-09
By:	ADAM ELIASON (adam@civicstone.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAApfiTMLyvJG9PiR--Jg3215Qrm8OJlusX

"Item 4.4 - Attachment D - Contract with Houseal Lavigne" History

-  Document created by ADAM ELIASON (adam@civicstone.com)
2023-03-09 - 9:21:35 PM GMT- IP address: 76.95.60.7
-  Document emailed to lauren.kramer@coco.ocgov.com for signature
2023-03-09 - 9:22:17 PM GMT
-  Email viewed by lauren.kramer@coco.ocgov.com
2023-03-09 - 9:22:38 PM GMT- IP address: 104.47.64.254
-  Signer lauren.kramer@coco.ocgov.com entered name at signing as Lauren Kramer
2023-03-09 - 9:23:03 PM GMT- IP address: 136.226.64.96
-  Document e-signed by Lauren Kramer (lauren.kramer@coco.ocgov.com)
Signature Date: 2023-03-09 - 9:23:05 PM GMT - Time Source: server- IP address: 136.226.64.96
-  Agreement completed.
2023-03-09 - 9:23:05 PM GMT

Agenda Item 5
CSH Contract for financial
analysis services

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

MEETING DATE: March 15, 2023

SUBJECT: Approve contract with Corporation for Supportive Housing (CSH) for project financial analysis services not to exceed \$88,875 and authorize Trust Manager to execute contract.



Adam B. Eliason, Manager

RECOMMENDED ACTION:

1. APPROVE CONTRACT WITH CSH FOR PROJECT FINANCIAL ANALYSIS SERVICES NOT TO EXCEED \$88,875 AND AUTHORIZE TRUST MANAGER TO EXECUTE CONTRACT.

BACKGROUND:

The Trust is currently in the middle of its 2023 Notice of Funding Availability (NOFA) process. The 2023 NOFA provides \$18 million in capital funding for affordable and permanent supportive housing projects. Applications for funding through the 2023 NOFA are due on March 22nd. Staff and Trust consultants will begin reviewing those applications before recommending project funding to the Board at the May 2023 meeting.

The Trust Review Committee consists of the Trust Manager, Trust Development Manager, County Health Care Agency Staff, and County Affordable Housing Development Staff. In addition to their own review and analysis of each application, the Review Committee relies upon two independent specialists and their expert analysis reports.

The County Accounting Manager reviews each developers' financial statements to determine the company financial strength of each applicant. The second independent analysis is provided by a consultant specializing in the project financial feasibility and understanding of Mental Health Services Act (MHSA) funding rules and regulations.

The project financial feasibility analysis is a critical part of the application review to ensure that each project meets the Trust's threshold requirements and that each project is financially viable and project costs and fees are fair and reasonable in comparison to industry standard.

In previous years, the Trust has contracted with CSH for these services. However, CSH's contract expired at the end of last year. Therefore, Trust staff prepared and issued a Request for Proposals (RFP) for these services (Attachment A). The RFP requested a three-year contract for these consulting services. Additionally, the RFP states that the Trust has received 20 NOFA applications over the past three years and anticipates a roughly equal number of applications over the term of the contract. The RFP was posted on the Trust's website and email notices about its availability were sent to qualified firms.

PROPOSAL COMPARISON:

The Trust received three proposals (Attachments B through D) from CSH, RSG, and Harris & Associates. A summary of each firm and their fee proposal is provided below.

CSH

CSH is a non-profit organization with a mission to advance solutions that use housing as a platform for services to improve people's lives and build healthy communities. CSH has provided financial analysis services for the Trust since its initial NOFA in 2020. Additionally, CSH provides similar services for Orange County Community Resources. This provides CSH efficiency in their work, since they are already familiar with most of the Trust's projects through their work with the County. The project team for CSH would include Simonne Ruff, Director, and Debbie Fountain, Senior Program Manager. CSH's fee for completing the work identified in the RFP's scope of work is \$88,875.

RSG

RSG is an Orange County based Small Business Enterprise (SBE) founded in 1979. RSG has provided similar services to both the Counties of Orange and San Diego for affordable housing services, as well as the City of Stockton for NOFA application review, the City of Tulare for their affordable housing NOFA, and the Merced Housing Successor Agency for affordable housing proposal evaluation. The project team for RSG would include Tara Matthews, Principal, Alex Lawrence, Project Manager, and five others. RSG's fee for completing the work identified in the RFP's scope of work is \$415,000, which includes a budget of \$20,000 per application for each of the anticipated 20 applications the Trust will receive over the next three years.

Harris & Associates

Harris & Associates is a multi-disciplinary firm focused on serving communities throughout California. Harris & Associates has provided similar services for the San Gabriel Valley Regional Housing Trust for numerous different tasks, including affordable housing technical advisory services, revolving loan fund program, and a bond issuance program. Additionally, Harris &

Associates has provided housing financial consulting services for the Irvine Community Land Trust, affordable housing services for the City of Garden Grove, and prepared the Local Housing Trust Fund application for the City of Santa Monica's local housing trust. The project team for Harris & Associates would include Hitta Mosesman, Principal in Charge, Dima Galkin, Senior Project Manager, and five others. Harris & Associates' RSG's fee for completing the work identified in the RFP's scope of work is \$235,000.

DISCUSSION:

The RFP requires that the proposals are evaluated on set criteria. Those criteria are:

- Professional capability, demonstrated competence and specialized experience of the proposer, including existing workload and ability to meet schedules – 25%;
- Work plan/methodology – 50%; including examples of previous work with public agencies.
- Compensation Proposal – 25%;

A review committee of three people – including the Trust Manager, Trust Housing Development Manager, and County Housing Development Manager – reviewed the proposals based on these criteria.

Trust staff reviewed all three proposals for compliance with the requirements of the RFP, firm qualifications, and cost proposal. All three firms are qualified to complete the work identified in the RFP.

As previously mentioned, all three firms possess the professional capability to perform the necessary work. The significant difference between each of the proposals is the cost between them. Due to this difference, and the fact that CSH has done this exact work for the Trust in the past, staff recommends that the Trust approve a contract (Attachment E) with CSH for an amount not to exceed \$88,875 for financial analysis services.

ATTACHMENTS:

Attachment A – Request for Proposal – Financial Analysis Services

Attachment B – CSH proposal

Attachment C – RSG Proposal

Attachment D – Harris & Associates Proposal

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

Request for Proposal

Financial Analysis Services

Orange | Housing
County | Finance
Trust

1 League #62335

Irvine, CA 92602

(909) 706-7193

Key RFP Dates

Issue Date: February 7, 2023

Proposal Submittal Deadline: February 24, 2023

The Orange County Housing Finance Trust (“OCHFT” or “Trust”) is issuing this Request for Proposal for Financial Analysis Services to engage the services of an individual or firm (Consultant) to assist the Trust in analyzing the financial projections submitted by affordable housing developers in response to the Trust’s Affordable Housing Notice of Funding Availability (NOFA). This RFP is not a solicitation for employment or posting of a job opening with the Trust.

OCHFT Background

The Orange County Housing Finance Trust is a Joint Powers Authority formed in March 2019 between the County of Orange and 26 cities in Orange County, California. A complete list of member cities can be found in Attachment 1.

The mission of the Trust is to strengthen the communities in Orange County by financing the development of affordable housing for homeless and low-income individuals and families. The Trust is working to achieve this mission by contributing to the construction of 2,396 permanent supportive housing units and working to secure funding that will contribute to additional affordable housing units by 2029.

During its first three years of operation, the Trust has awarded over \$28.4 million to 16 affordable housing communities throughout Orange County. The Trust expects to be able to award approximately \$10 million per year through 2025 for additional affordable communities in the County, and is looking for additional funding from private donations and other government sources so it may continue to provide financing for communities past 2025.

Scope of Services

Consultant shall provide services and advice to the Trust’s Board of Directors and staff, and be informed about the Trust’s mission, finances, operations, history, and accomplishments. As mentioned above, the Trust issues a NOFA each year for gap funding for affordable housing developments in Orange County. Historically, the Trust has made approximately \$10 million available each year, however, it has approximately \$18 million available in 2023 due to additional sources of funding (see OCHFT funding tables at <https://ochft.org/developments>).

Over the past three years, the Trust has issued four NOFAs and received 20 applications for funding. It is anticipated that the Trust will continue to receive between approximately four and eight applications per NOFA on average, and that the Trust will issue one NOFA per year.

The Trust awards funding to developers that use Low Income Housing Tax Credits, tax-exempt bonds, and other sources of government and conventional financing for the development of affordable housing.

The Trust is seeking a three-year contract for expert analysis on the financial feasibility of the projects for which developers are seeking funding from the Trust. As more precisely detailed below, Consultant shall review applications to the Trust’s NOFAs to determine their financial feasibility and compliance with Trust NOFA requirements and underwriting (see OCHFT 2023 NOFA documents at <https://ochft.org/2023-notice-of-funding-availability>).

- Review final NOFA document including threshold requirements, scoring, and application requirements.
- Review all application materials submitted, including strategies for meeting both the housing and service needs for individuals with serious mental illness and/or project's target populations.
- Review and respond to each application in response to NOFA Section 4.02, Developer Experience & Financial Strength.
- Review and comment on each application in response to NOFA Section 5.04, Project Proforma and ensure application meets all NOFA requirements.
- Review and comment on each application in response to NOFA Section 5.05, Financial Notes and Assumptions
- Review and respond to each application in response to NOFA Sections 5.09, Social Services Plan, & 5.10, Social Services Operating Budget.
- Review other funding anticipated for the project being applied for in advance of or concurrently with Trust funding approval. Provide a summary status of other funding to note whether developer has applied, if funding is conditionally committed, committed or denied.
- Attend and participate on the Trust Review Committee in April of each year to provide application findings and help determine staff recommendation for project funding.
- Assist Trust Staff on the preparation of the Staff Report for the Trust Board meeting in May of each year and attend same meeting.

Note: The developers company financial statements will be reviewed separately by the County Auditor and a summary will be provided to the Review Committee.

Preparation of Proposals

Proposals shall be accepted via email only to ghenninger@ochft.org no later than February 24, 2023, at 5:00 PM. Proposals should be sent as a single PDF file. Do not send hard-copy of proposal.

Q&A will be posted on the Trust's website no later than February 17, 2023: www.ochft.org.

The proposal shall include the following information:

- 1) Cover Letter/Letter of Transmittal. The proposer shall provide a Cover Letter/Letter of Transmittal addressed to Adam Eliason, Manager, Orange County Housing Finance Trust.
- 2) Contact Person. The proposer shall provide the name and title, address, telephone number, and e-mail address of the contact person for the proposal evaluation period.
- 3) Validity Period. The proposer shall specify a proposal validity period of no less than 120 days from the Proposal Submittal Deadline.

- 4) Subcontractors. The proposer shall designate each entity that is proposed to perform work or render services pursuant to a subcontract, detailing the extent of subcontracting contemplated. Information regarding suppliers is required only if the supply subcontract is anticipated to have a value exceeding 10% of the proposed value of the prime contract.
- 5) Conflicts of Interest. The proposer shall provide a completed Attachment 3, *Conflict-of-Interest Disclosure Statement*.

The following provides guidelines for the format and content of the proposal and the approach to be used in its development and presentation. The intent of this RFP is to encourage responses that clearly communicate the proposer's understanding of the Trust's requirements and its approach to successfully provide the services on time and within budget. Only that information which is essential to an understanding and evaluation of the Proposal should be submitted. Items not specifically and explicitly related to the RFP and Proposal (e.g., brochures, marketing material, etc.) will not be considered in the evaluation.

Proposer must provide the following minimum requirements:

- Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- Describe how the firm proposes to staff this contract. Provide education, experience and applicable professional credentials of project staff. Identify the principals who will be engaged in the day-to-day activities for the Trust, their current assignments, level of commitment to those assignments, availability for this assignment, and how long each person has been with the firm. Furnish brief resumes (not more than two pages each) for the proposed principals and project staff who will work on the project.
- Identify subcontractors, if any, by company name, address, contact person, telephone number and project function. Describe proposers experience working with each subcontractor.
- Include the firm's organization chart, clearly delineating the communication/reporting relationships among the firm's proposed staff and the Trust.
- Include a statement that the principals and key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Trust.
- Describe the firm's experience in performing services of a similar nature to that solicited in this RFP and highlight the participation in such services by the key personnel proposed for assignment to this project. Include all relevant dates and timeframes for the services provided.
- Describe the experience of the principals and key personnel in working with affordable housing developments. Provide samples of projects and programs.

- Provide examples of the scope of services for your current clients and narrative examples of accomplishments in achieving the requirements identified in the respective scopes of services.

Compensation Proposal.

The proposer shall deliver, with their proposal, Attachment 4, *Compensation Proposal*, specifying the cost of each task to complete, which shall include all expenses and other compensation for the proposer.

Disclosure of Contributions.

To comply with Government Code section 84308, a provision of the Political Reform Act generally known as the “Levine Act” which is effective January 1, 2023, each applicant will need to complete and submit Attachment 5, *Campaign Contribution Disclosure Form*, with their application.

Confidential and Proprietary Information

Proposals are not to be marked as confidential or proprietary. The Trust may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure per the requirements of the California Public Records Act, Government Code Section 6250 et seq. The Trust shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the Trust. The Trust reserves the right to make use of any information or ideas in the Proposals submitted.

Proposal Review and Selection

1. The proposals shall be reviewed in accordance with the Trust’s Procurement Policy.
2. The Trust shall convene an evaluation panel of at least three members to evaluate each responsive proposal. Criteria used as the basis for evaluation and ranking shall include:
 - Professional capability, demonstrated competence and specialized experience of the proposer, including existing workload and ability to meet schedules – 25%;
 - Work plan/methodology – 50%; including examples of previous work with public agencies.
 - Compensation Proposal – 25%;

Proposals deemed to meet all minimum RFP requirements will be evaluated based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Proposal, and the Proposals will be rank-ordered, based upon Offeror(s) submitted written materials.

3. The Trust will rank the proposals, applying the foregoing evaluation criteria to the proposals. Upon completion of the evaluation process, the evaluation panel will summarize the

strengths of each proposal, their scoring, and their rank-ordering for a decision by the Trust Board.

4. The Trust may reject all proposals without further discussion or commence negotiations with the highest ranked proposer. If the Trust commences negotiations, the Trust may negotiate any component of the proposal. The proposer on the other hand, may raise issues only to the extent they are interrelated with negotiated topics raised by the Trust.
5. Discussions and/or negotiations may be conducted with one or more Offerors. Each Offeror shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Offerors.
 - a. Concurrent negotiations. Negotiations may be conducted concurrently with Offerors for the purpose of determining source selection and/or contract award.
 - b. Exclusive negotiations. Exclusive negotiations may be conducted with the Offeror whose proposal is determined in the source selection process to be most advantageous to the Trust. Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations. Exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. If exclusive negotiations are conducted and an agreement is not reached, the Trust may enter into exclusive negotiations with the next highest ranked Offeror without the need to repeat the formal solicitation process.

Instructions – Protest Procedures

Any actual or prospective Proposer or Contractor who alleges a grievance by the solicitation or award of a contract may submit a grievance or protest to the Trust Manager at aeliason@ochft.org.

1. All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:
 - a. The name, address and telephone number of the protester;
 - b. The signature of the protester or the protester's representative;
 - c. The solicitation or contract number;
 - d. A detailed statement of the legal and/or factual grounds for the protest; and
 - e. The form of relief requested.
2. Protest of Bid/Proposal Specifications:

All protests related to bid or proposal specifications must be submitted no later than five (5) business days prior to the close of the bid or proposal. Protests received after the five (5) business day deadline will not be considered by the Trust.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a proposal prior to the close of the solicitation in accordance with the bid/proposal submittal procedures stated in this RFP.

3. Protest of Award of Contract:

In protests related to the award of a contract, the protest must be submitted no later than seven (7) business days after the notice of the proposed contract award is provided. Protests relating to a proposed contract award which are received after the seven (7) business day deadline will not be considered by the Trust.

4. Protest Process:

While a protest is in progress, the Trust may proceed with the solicitation or the contract unless the Trust Manager determines there is a reasonable probability that the protest will be sustained or that the stay of procurement is not contrary to the substantial interests of the Trust. The Trust Manager shall issue a written decision to the protestor within 14 days, including an explanation of the basis of the decision and a statement of the available appeals process. If the protest is sustained, in whole or part, the Trust Manager shall implement a remedy appropriate to the circumstances.

5. Appeal Process:

A protestor may appeal the decision of the Trust Manager to the Trust Board of Directors within seven (7) days from the date the decision is issued. The appeal shall contain all the information originally set forth in the protest, a copy of the decision of the Trust Manager; and the specific factual or legal error in the decision of the Trust Manager that forms the basis of the appeal. A decision by the Trust Board of Directors shall be final.

Attachment 1

List of Trust Members

1. Aliso Viejo
2. Anaheim
3. Buena Park
4. Costa Mesa
5. County of Orange
6. Dana Point
7. Fountain Valley
8. Fullerton
9. Garden Grove
10. Huntington Beach
11. Irvine
12. Lake Forest
13. Laguna Beach
14. Laguna Hills
15. Laguna Niguel
16. La Habra
17. Mission Viejo
18. Newport Beach
19. Orange
20. Placentia
21. San Juan Capistrano
22. Santa Ana
23. Seal Beach
24. Stanton
25. Tustin
26. Westminster
27. Yorba Linda

Attachment 2

Model Contract

MODEL/PROPOSED CONTRACT
BETWEEN
ORANGE COUNTY HOUSING FINANCE TRUST
AND
[INSERT COMPANY NAME/TBD]
FOR
Financial Analysis Services

This Contract for Financial Analysis 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 “Trust”, and [Insert Company Name /TBD] with a place of business at [Insert Address/TBD]; hereinafter referred to as “Contractor”, with Trust and Contractor sometimes referred to as “Party”, or collectively as “Parties”.

ATTACHMENTS

Attachment A – Scope of Work
Attachment B – Compensation/Payment
Attachment C – Staffing Plan

i. RECITALS

WHEREAS, Trust issued a Request for Proposal (RFP) for Financial Analysis Services; and

WHEREAS, the Contractor responded and represents that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the Trust Board of Directors has authorized the Trust Manager or their designee to enter into a Contract with Contractor for Financial Analysis Services; and

NOW, THEREFORE, the parties mutually agree as follows:

ii. 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 adjudication to another county.
- B. Entire Contract:** This Contract, including Attachments A, B, and C which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on Trust unless authorized by Trust in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any Trust employee or agent, including but not limited to installers of software, shall not be valid or binding on Trust unless accepted in writing by Trust's Agent or designee.
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on Trust unless authorized by Trust in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. Trust reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind Trust to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by Trust. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by Trust.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by Trust, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of Trust, and 2) payment shall be made in arrears after satisfactory acceptance.

- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) merchantable and good for the ordinary purposes for which they are used, and 2) 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 Trust and its indemnitees 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 Trust by reason of the failure of the goods/services to conform to such warranties, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold Trust and Trust Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- 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 by Contractor without the express written consent of Trust. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of Trust shall be invalid and shall constitute a breach of this Contract.
- 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 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, Trust has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by Trust of its right to terminate the Contract shall relieve Trust of all further obligation.

- 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 Trust. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through Trust.
- N. Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to Trust's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of Trust required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the Trust that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the Trust during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.
- Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by Trust from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by Trust representative(s) at any reasonable time.
- All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the Trust's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

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

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

Qualified Insurer:

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

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the Trust 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 owned, 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 per occurrence

Required Coverage Forms:

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

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

Required Endorsements:

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

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

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

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

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

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

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

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

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

Trust shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements

with Trust incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and Trust shall be entitled to all legal remedies.

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

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

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

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

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

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

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 Trust within 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 Trust and Trust-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

Contractor's confidentiality obligations in this Contract and the obligations of this Section shall survive the termination or expiration of the Contract and all related subordinate contracts.

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 Trust in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by Trust. Contractor acknowledges that Trust is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold Trust and Trust Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. [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 had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect 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 performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by Trust, and hold harmless, the Trust, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the Trust or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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

AA. Audits/Inspections: Contractor agrees to permit the Trust's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the Trust) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The Trust will provide reasonable notice of such an audit or inspection.

The Trust reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the Trust to audit records and interview staff of any subcontractor related to performance of this Contract.

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

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

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

II. ADDITIONAL TERMS AND CONDITIONS:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the Trust will procure services from Contractor as set forth in the Scope of Work, attached hereto as Attachment A and incorporated by this reference.
2. **Term of Contract:** This Contract shall commence on **TBD** or upon execution of all necessary signatures, whichever comes later, and continue for five calendar years from that date, unless otherwise terminated by Trust.
3. **Compensation/Payment:** The Contractor agrees to accept the specified compensation, as set forth in Attachment B – Compensation/Payment, as full remuneration for performing all services and materials called for. The Contractor assumes responsibility for performance of all its duties and obligations hereunder.
5. **Usage:** No guarantee is given by the Trust to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the Trust, at rates/prices listed in the Contract, regardless of quantity requested.
6. **Adjustments-Scope of Work:** No adjustments made to the scope of work will be authorized or paid for without prior written approval of the Trust assigned Agent.
7. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
8. **[INTENTIONALLY OMITTED.]**
9. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the Trust may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Terminate the Contract immediately, pursuant to Section K herein;
 - b. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d. Offset against any monies billed by the Contractor but yet unpaid by the Trust those monies disallowed pursuant to the above.
- 10. 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.
- 11. [INTENTIONALLY OMITTED.]**
- 12. Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the Trust. The Trust assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the Trust are expressly stated in the Contract.
- 13. Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the Trust. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence Trust staff or elected officers from acting in the best interests of the Trust.
- 14. Conflict of Interest – Trust Personnel:** The Trust Board of Directors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any Trust employee for any purpose.
- 15. 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 Trust.

Storage of records in another county will require written approval from the Trust assigned Agent.

16. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

17. Covenant against Contingent Fees: Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of getting business.

For breach or violation of this warranty, the Trust shall have the right to terminate this Contract in accordance with the termination clause and, its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee from the Contractor.

18. Data-Title to: All materials, documents, data or information obtained from the Trust data files or any Trust medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the Trust. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the Trust. All materials, documents, data or information, including copies, must be returned to the Trust at the end of this Contract.

19. 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 recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

20. Disputes – Contracts:

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the Trust's Project Manager, such matter shall be brought to the attention of the Trust Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute

between the parties arising under, related to, or involving this Contract, unless the Trust, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the Trust is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the Trust shall be expressly identified as such, shall be in writing, and shall be signed by the Trust Agent or his designee. If the Trust fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the Trust's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

21. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Trust with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the Trust shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the Trust in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the Trust provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
22. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the Trust through the Trust's Project Manager.
23. **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: Company Name: (TBD)
 Address:
 Attn:
 Telephone:
 Fax:
 E-mail:

For Trust: Orange County Housing Finance Trust
 Attn: Adam Eliason
 1 League #62335 Irvine, CA 92602
 Phone: (909) 706-7193
 Email: aeliason@ochft.org

- 24. Ownership of Documents:** The Trust has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the Trust and may be used by the Trust as it may require without additional cost to the Trust. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the Trust.
- 25. Precedence:** The Contract documents consist of this Contract and its attachments and exhibit. 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 exhibit.
- 26. Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. The Trust requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the Trust. The Trust may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- 27. Project Manager and Key Personnel – Contractor:** 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 Trust and shall not be changed without the written consent of the Trust's Project Manager, 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 Trust's Project Manager shall have the right to require the removal and replacement of

the Contractor's Project Manager from providing services to the Trust under this Contract. The Trust's Project manager 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 Trust's Project Manager. The Trust's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The Trust 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.

- 28. Project Manager – Trust:** The Trust shall appoint a project manager to act as liaison between the Trust and the Contractor during the term of this Contract. The Trust's project manager shall coordinate the activities of the Trust staff assigned to work with the Contractor.

The Trust's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The Trust's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the Trust's project manager. The Trust's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The Trust 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.

- 29. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

- 30. Reports/Meetings:** The Trust's Project Manager 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 Trust for the purpose of monitoring progress under this Contract.

- 31. Responsibility of the Contractor:** The Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all reports, documentation, and services furnished by the Contractor under this Contract. The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Contract. The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A, Scope of Work.

- 32. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Trust. Any attempt by the Contractor to subcontract any performance of this Contract without the

express written consent of the Trust shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the Trust to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The Trust shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the Trust.

- 33. Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior Trust written approval.
- 34. Termination – Default:** If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten days after receipt of a written notice of default from Trust and cured such default within the time specified in the notice, the Trust shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the Trust may begin negotiations with a third-party contractor to provide services as specified in this Contract.
- 35. Termination – Orderly:** After receipt of a termination notice from the Trust, the Contractor shall submit to the Trust a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the Trust upon written request of the Contractor. Upon termination, Trust agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus 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 execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- 36. Title to Data:** All materials, documents, data or information obtained from the Trust data files or any Trust medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the Trust. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract. All materials, documents, data or information, including any copies, and all Trust Employees Workers' Compensation claim files, must be returned to the Trust at the end of this Contract.

- 37. Waivers-Contract:** The failure of the Trust in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
- 38. Contract Award – Multiple:** The Trust reserves the right, at its sole discretion, to make multiple awards to bidders/proposers for services requested in this solicitation.

MODEL CONTRACT SIGNATURE PAGE

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

CONTRACTOR*

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

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

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

Print Name *Title*

(DO NOT SIGN THIS TIME)

Signature *Date*

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

Print Name *Title*

(DO NOT SIGN THIS TIME)

Signature *Date*

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

Print Name *Title*

Signature *Date*

ATTACHMENT A
SCOPE OF WORK

I. BACKGROUND

The Orange County Housing Finance Trust is a Joint Powers Authority formed in March 2019 between the County of Orange and 24 cities in Orange County, California. A complete list of member cities can be found in Attachment 1.

The mission of the Trust is to strengthen the communities in Orange County by financing the development of affordable housing for homeless and low-income individuals and families. The Trust is working to achieve this mission by contributing to the construction of 2,700 permanent supportive housing units and working to secure funding that will contribute to additional affordable housing units by 2025.

During its first three years of operation, the Trust has awarded over \$28.4 million to fifteen affordable housing communities throughout Orange County. The Trust expects to be able to award approximately \$10 million per year through 2025 for additional affordable communities in the County, and is looking for additional funding from private donations and other government sources so it may continue to provide financing for communities past 2025.

II. TRUST RESPONSIBILITIES

1. Trust will assign a Trust Project Manager and coordinate work closely with Contractor.
2. Trust Project Manager will monitor and track project status to ensure it is progressing within the project timeframe.
3. Trust Project Manager will review and approve all work, materials, reports, and deliverables required in this Contract.

III. CONTRACTOR RESPONSIBILITIES

Consultant shall provide services and advice to the Trust's Board of Directors and staff, and be informed about the Trust's mission, finances, operations, history, and accomplishments. As mentioned above, the Trust issues a NOFA each year for gap funding for affordable housing developments in Orange County. Historically, the Trust has made approximately \$10 million available each year, however, it has approximately \$18 million available in 2023 due to additional sources of funding.

Over the past three years, the Trust has issued four NOFAs and received 20 applications for funding. It is anticipated that the Trust will continue to receive between approximately four and eight applications per NOFA on average, and that the Trust will issue one NOFA per year.

The Trust awards funding to developers that use Low Income Housing Tax Credits, tax-exempt bonds, and other sources of government and conventional financing for the development of affordable housing.

The Trust is seeking a three-year contract for expert analysis on the financial feasibility of the projects for which developers are seeking funding from the Trust. As more precisely detailed below, Consultant shall review applications to the Trust's NOFAs to determine their financial feasibility and compliance with Trust NOFA requirements and underwriting.

- Review final NOFA document including threshold requirements, scoring, and application requirements.
- Review all application materials submitted, including strategies for meeting both the housing and service needs for individuals with serious mental illness and/or project's target populations.
- Review and respond to each application in response to NOFA Section 4.02, Developer Experience & Financial Strength.
- Review and comment on each application in response to NOFA Section 5.04, Project Proforma and ensure application meets all NOFA requirements.
- Review and comment on each application in response to NOFA Section 5.05, Financial Notes and Assumptions
- Review and respond to each application in response to NOFA Sections 5.09, Social Services Plan, & 5.10, Social Services Operating Budget.
- Review other funding anticipated for the project being applied for in advance of or concurrently with Trust funding approval. Provide a summary status of other funding to note whether developer has applied, if funding is conditionally committed, committed or denied.
- Attend and participate on the Trust Review Committee in April of each year.
- Assist Trust Staff on the preparation of the Staff Report for the Trust Board meeting in May of each year and attend same meeting.

ATTACHMENT B**COMPENSATION/PAYMENT**

- I. COMPENSATION:** This is an all-inclusive, firm, fixed fee Contract between Trust and Contractor for all other services provided in Attachment A, Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. Trust shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Trust Contract Terms and Conditions.

The Contract amount shall not exceed \$TBD.

- II. FIRM RATE:** Contractor guarantees that rates quoted are equal to or less than rates quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no rate increases shall be passed along to the Trust during the term of this Contract not otherwise specified and provided for within this Contract.
- III. CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, online research services, travel, parking, and any and all “out of pocket” expenses incurred by the Contractor while on Trust 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 a Trust facility while performing work under this Contract, except to the extent the Trust facility has free parking available to the public and the Contractor makes appropriate use of this free parking. However, the Trust will not provide free parking to the Contractor in the County Civic Center.

Contractor shall bill for the actual number of hours worked. Contractor shall notify Trust in advance if any task requires an additional time commitment to complete. Trust approval is required before Contractor can work additional hours/time on the project.

- IV. PAYMENT TERMS:** Invoices are to be submitted in arrears, after services have been completed, to the bill to address specified under Section VI – Billing Instructions, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the Trust, and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the Trust for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

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

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

VI. BILLING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

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

Billing Address: All invoices shall be billed to:
OC Housing Finance Trust
Attn: Adam Eliason
1 League #62335
Irvine, CA 92602
aeliason@ochft.org

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

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

ATTACHMENT C
STAFFING PLAN

I. Primary Staff/Key Personnel to perform Contract duties

Name	Classification

(Additional lines may be added if necessary)

II. Alternate Staff/Key Personnel (for use only if primary is not available)

Name	Classification

(Additional lines may be added if necessary)

Contractor understands that those individuals represented as assigned to the project must remain working on the project throughout the duration of the project unless otherwise requested or approved by the Trust. Substitution or addition of Contractor’s Key Personnel in any given classification/title shall be allowed only with prior written approval of the Trust Project Manager. During the Term of this Contract, Contractor shall maintain a business office in Southern California.

The Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to Trust written approval. Trust reserves the right to have any of Contractor personnel removed from providing Services/Deliverables to Trust under this Contract. Trust is not required to provide any reason for the request for removal of any Contractor personnel.

III. SUB-CONTRACTOR(S)

In accordance with Article I, Assignment, listed below are sub-contractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's sub-contractors in any given project function shall be allowed only with prior written approval of the Trust Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function

(Additional lines may be added if necessary)

Attachment 3

Conflict of Interest Disclosure Statement

Disclosure Policy

It is the policy of the Trust to ensure that firms and individuals providing services to the Trust are not subject to organizational conflicts affecting their objectivity or their ability to provide impartial assistance or advice to the Trust. This form requires certain relationships to be disclosed to the Trust so that it may determine whether a potential organizational conflict exists and whether mitigation measures may be implemented so as to allow the firm or individual to perform services notwithstanding such potential conflict. Relationships with the following entities must be disclosed:

- 1) Any firm, individual, partnership, corporation, association, or other legal entity currently retained for services by a developer of affordable housing or service provider for families and individuals at risk of or experiencing homelessness.
- 2) Any firm currently retained or which may be retained for services by the County of Orange or any member city of the Trust or other public entity within Orange County, California (see list of member agencies below).

Disclosure

- 1) _____ Consultant **IS NOT** currently retained for services as defined in the Disclosure Policy above.
- 2) _____ Consultant **IS** currently retained for services as defined in the Disclosure Policy above.

a) Consultant is retained for services by the following member agencies of the Trust

- | | |
|--------------------------------|-----------------------------|
| _____ County of Orange | _____ City of Irvine |
| _____ City of Aliso Viejo | _____ City of Lake Forest |
| _____ City of Anaheim | _____ City of Laguna Beach |
| _____ City of Buena Park | _____ City of Laguna Hills |
| _____ City of Costa Mesa | _____ City of Laguna Niguel |
| _____ City of Dana Point | _____ City of La Habra |
| _____ City of Fountain Valley | _____ City of Mission Viejo |
| _____ City of Fullerton | _____ City of Newport Beach |
| _____ City of Garden Grove | _____ City of Orange |
| _____ City of Huntington Beach | _____ City of Placentia |

_____ City of San Juan Capistrano
_____ City of Santa Ana
_____ City of Seal Beach
_____ City of Stanton

_____ City of Tustin
_____ City of Westminster
_____ City of Yorba Linda

b) Consultant is retained for services by the following other public agencies and public or private entities within Orange County, California. (List individually.)

c) Please describe briefly those services potentially affected by this Disclosure:

Consultant is required to disclose to the Trust, in writing, any services relationship which may be entered into during the term of the Contract, which violates or appears to violate the intent of this Disclosure:

Consultant

Date

Authorized Representative

Title

Attachment 4

Compensation Proposal

Enter below the proposed price for full compensation to proposer for full and complete performance of the Services identified in the RFP Scope of Services. Prices shall include direct costs, indirect costs, profit, and any other costs associated with providing the services as described in this RFP.

Fee, including expenses: \$ _____

Proposer Name: _____

Address: _____

Phone Number: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment 5

ORANGE COUNTY HOUSING FINANCE TRUST CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Title: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of the Orange County Finance Housing Trust Board of Directors on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes _____ No _____

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

- The Applicant Yes ___ No ___
- Subcontractor Yes ___ No ___
- The Applicant's agent/ or lobbyist Yes ___ No ___

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Trust Board Member(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Trust Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Trust Board Members or to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the Orange County Housing Finance Trust any future contributions made to members of the Trust Board of Directors by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

Date

Signature of Applicant

Print Firm Name, if applicable

Print Name of Applicant

List of Board Members

Board Chair Stephen Faessel
City of Anaheim – Council Member

Board Vice-Chair Shari Freidenrich
County of Orange Treasurer-Tax Collector

Board Member Katrina Foley
County of Orange Supervisor – 5th District

Board Member Vicente Sarmiento
County of Orange Supervisor – 2nd District

Board Member Don Barnes
County of Orange Sheriff-Coroner

Board Member Jessie Lopez
City of Santa Ana – Council Member

Board Member Cynthia Vasquez
City of Mission Viejo – Council Member

Board Member Jamey Federico
City of Dana Point – Council Member

Board Member Natalie Moser
City of Huntington Beach – Council
Member



February 24, 2023

Adam Eliason
Manager, Orange County Housing Finance Trust
Orange County Housing Finance Trust
1 League #62335
Irvine, CA 92602

Dear Mr. Eliason,

On behalf of Corporation for Supportive Housing (CSH), I am pleased to submit the attached proposal in response to the RFP released by the Orange County Housing Finance Trust (the "Trust") requesting expert analysis on the financial feasibility of projects seeking funding from the Trust. In accordance with the RFP, this proposal is valid through June 26th, 2023. If awarded a contract, Simonne Ruff, Director of CSH's San Diego/Orange County program will serve as the Project Manager and contact person. I am based in CSH's San Diego office located at 2664 Fourth Avenue, San Diego, CA 92103 and can be reached at simonne.ruff@csh.org or (619) 800-3436.

As detailed in the proposal, the CSH staff that will lead the work under the proposed contract have wide-ranging experience and are well-positioned to implement the requested scope of services.

Thank you for your consideration of CSH's proposal. If you have any questions or require additional information, please do not hesitate to contact me via the contact information listed above.

Sincerely,

A handwritten signature in blue ink that reads "Simonne Ruff" followed by a stylized monogram.

Simonne Ruff
Director, San Diego/Orange County



Request for Proposals: Financial Analysis Services Orange County Housing Finance Trust

- I. CSH Profile:** Founded in 1991, CSH's mission is to advance solutions that use housing as a platform for services to improve the lives of the most vulnerable people, maximize public resources and build healthy communities. As a national nonprofit, CSH provides assistance to city, county, state, and federal governments and other mainstream systems on implementing health and social service policies benefiting homeless populations. With offices in Hartford, Connecticut; Chicago, Illinois; New York, New York; Los Angeles, California; San Diego, California; Columbus, Ohio; and New Brunswick, NJ, our 171-person staff works to further our mission throughout communities across the country. Our work stems from our fundamental belief that supportive housing—affordable housing paired with wraparound, person-centered services—is the solution to ending homelessness for those individuals who face the most complex challenges, such as physical and behavioral health conditions and substance use disorders. We offer capital, expertise, information, and innovation that allow our partners to use supportive housing to achieve stability, strength, and success for people most in need. In our 32-year history, CSH has worked in more than 350 communities in 48 states, Puerto Rico and the U.S. Virgin Islands. CSH's loans, grants, project assistance and advocacy has helped create access to more than 385,000 homes for those who need housing and important services to achieve stability and transform their lives.

CSH works across three lines of business: (1) **POLICY & ADVOCACY:** CSH acts as a change agent to advance concrete policies and strategies to promote thriving communities with housing and services at the center; (2) **INVESTMENT:** CSH uses funding to increase the availability and sustainability of quality housing aligned with services and accelerate systems transformation; and (3) **STRENGTHEN THE FIELD:** CSH provides training, technical assistance and thought leadership to partners across systems with a shared interest in strengthening the supportive housing ecosystem.

Per the experience section below, CSH has contracted with several Orange County agencies and has a robust understanding of the affordable and supportive housing environment countywide, including the full array of local and state funding sources and approaches to financing. CSH provides consulting services to public, private and nonprofit stakeholders to solve communities' toughest problems, collaborating on both long and short-term initiatives to solve homelessness and address challenges to scaling supportive and affordable housing. Our project-management approach to consulting work ensures that staff with specific areas of expertise can be deployed to where they can best contribute to work taking place on the local level, including a wide variety of housing funding organizations. We offer customized tools, trainings, and teams of experts to help communities map out the best plan for addressing homelessness and housing instability locally.

- II. Staffing Plan:** Simonne Ruff and Debbie Fountain, Director and Senior Program Manager for CSH's San Diego/Orange County Program, respectively, will serve as the principals under the proposed contract with the Trust. Simonne Ruff will serve as the Project Manager, as she oversees CSH's work in Orange County and directly supervises Debbie Fountain. Simonne will be the primary liaison to the Trust and will submit all invoices to the Trust for service provided in accordance with the Contract for Financial Analysis Services. She will also primarily support review of the NOFA, and is available to provide assistance with any of



Request for Proposals: Financial Analysis Services Orange County Housing Finance Trust

the other elements of the “Scope of Services” under contract with the Trust. Debbie Fountain will lead the day-to-day activities detailed under “Scope of Services” in the RFP, including: 1) reviewing all final NOFA documents and application materials; 2) reviewing, commenting on, and responding to each application; 3) reviewing other anticipated project funding and providing a summary status of that funding; 4) participating on the Trust Review Committee annually in April to provide application findings and help determine staff recommendations for project funding; 5) assisting Trust Staff on the preparation of the Staff Report for the Trust Board meeting in May of each year; and 6) attending the annual Board meeting. Simonne’s and Debbie’s education, experience, professional credentials, current assignments and associated commitment, availability for the proposed contract, and CSH tenure is detailed below. Their resumes are attached to this proposal as Exhibit A.

Simonne Ruff, Director, San Diego/Orange County Program: Simonne Ruff will serve as the Project Manager under the proposed contract, as she directly supervises Debbie Fountain, who will lead the day-to-day activities outlined in the RFP. Simonne Ruff has diverse experience in the housing, community, and social services field with expertise in organizational development and program evaluation. Simonne oversees all of CSH’s training, lending, technical assistance (TA), and systems change work in San Diego and Orange Counties, while also leading statewide housing TA efforts related to the Mental Health Services Act (MHSA). She is responsible for setting the direction and annual goals for the San Diego/Orange County Program and fundraising to cover the Program’s local costs. She also directly provides training, technical support, and advisement to numerous supportive housing providers and public funding agencies, including providing assistance to Orange County Community Resources (OCCR) in developing their Housing Funding NOFA, and providing underwriting and project review assistance to the Trust. Prior to her relocation to San Diego, Ms. Ruff worked for seven years at Neighborhood Link/Senior Link, a multi-service agency in Toronto, Canada. In her role as Senior Manager, Health Services, she developed a new supportive housing project and managed client-centered programs for vulnerable and at-risk populations, including supportive housing services for over 200 clients. In addition, Simonne was the community lead researcher in a University of Toronto/Ryerson University initiative, investigating the effectiveness of supportive housing. Simonne earned her Master’s degree from York University in Toronto and her Bachelor’s degree from the University of Victoria.

- Current Assignments and Associated Commitment:
 - 1) 310 hours allocated over the course of a one-year contract with Orange County Community Resources (OCCR) to provide professional and technical assistance to OCCR staff in the areas of Multi-Family and Single-Family Affordable Rental Housing Development, Homeownership, Owner-Occupied Rehabilitation programs and overall affordable housing development utilizing federal, state, and local funding sources.
 - 2) 105 hours allocated over the course of a one-year contract with the San Diego Workforce Partnership to provide data collection services, fidelity reviews of San Diego County Behavioral Health Supported Employment Programs, and ongoing support for the Individual Placement and Support model and related services.



**Request for Proposals: Financial Analysis Services
Orange County Housing Finance Trust**

- 3) 129 hours allocated over the course of a one-year contract with Community Health Improvement Partners (CHIP) to provide support around the Independent Living Association and the Recovery Resident Association programs.
 - 4) 444 hours allocated over the course of a one-year contract with the San Diego County Department of Behavioral Health Services to provide technical expertise and consultation countywide on permanent supportive housing development, partnership engagement, funding, and opportunities to leverage MHSA services and harm reduction services with integrated supportive housing.
 - 5) 140 hours allocated over the course of a one-year technical assistance initiative connected to CSH's New Market Tax Credit capital investment with San Ysidro Health Center.
 - 6) 10 hours allocated over the course of a one-year grant from U.S. Bank to end homelessness by increasing the production of high-quality supportive housing in San Diego and Orange Counties.
- Availability for the Proposed Contract: 17 hours annually, 51 hours over the course of the proposed three-year contract.
 - CSH Tenure: 17 years and five months

Debbie Fountain, Senior Program Manager, San Diego/Orange County Program: Debbie Fountain is a results-oriented, client-centered program manager with nearly 35 years of experience in community development work in city government, with specific expertise in low-income affordable housing financing, project development, and regulatory compliance. Additionally, Debbie has considerable experience in the administration of federal, state and local funding programs such as the Community Development Block Grant (CDBG), HOME, Section 8 Rental Assistance, and the City Housing Trust Fund. At CSH, Debbie serves as a housing technical consultant for the County of San Diego, providing TA related to MHSA. The technical consulting team in San Diego is working to improve housing outcomes for individuals with serious mental illness. Prior to joining CSH, Debbie served the City of Carlsbad as both the Director of Community & Economic Development and Housing & Neighborhood Services. She helped to author the city's mandatory Inclusionary Housing Ordinance (effective in 1993 and requires the production of low-income affordable housing) and was the program manager primarily responsible for implementation of the ordinance. To date, the ordinance has resulted in the production of nearly 2,500 low-income affordable homes in a very high-cost coastal city in San Diego County with little "Not in My Backyard" (NIMBY) response, with approximately 500 additional units in the planning or production stage. Debbie also developed the city's lending program (pre-development, construction and permanent loans) for development of low-income affordable housing and managed a loan portfolio of nearly \$45 million while working for the city. She earned both a Bachelor's and Master's Degree in Public Administration (with a minor in Psychology) from San Diego State University. Under a previous contract with the Trust, Debbie led the provision of technical assistance and financial feasibility analysis for projects seeking funding for affordable housing development.



Request for Proposals: Financial Analysis Services Orange County Housing Finance Trust

- Current Assignments and Associated Commitment:
 - 1) 385 hours allocated over the course of a one-year contract with Orange County Community Resources (OCCR) to provide professional and technical assistance to OCCR staff in the areas of Multi-Family and Single-Family Affordable Rental Housing Development, Homeownership, Owner-Occupied Rehabilitation programs and overall affordable housing development utilizing federal, state, and local funding sources.
 - 2) 80 hours allocated over the course of a one-year contract with Community Health Improvement Partners (CHIP) to provide support around the Independent Living Association and the Recovery Resident Association programs.
 - 3) 700 hours allocated over the course of a one-year contract with the San Diego County Department of Behavioral Health Services to provide technical expertise and consultation countywide on permanent supportive housing development, partnership engagement, funding, and opportunities to leverage MHSA services and harm reduction services with integrated supportive housing.
 - 4) 25 hours allocated over the course of a one-year grant from U.S. Bank to end homelessness by increasing the production of high-quality supportive housing in San Diego and Orange Counties.
- Availability for the Proposed Contract: 129 hours annually; 387 hours over the course of the three-year contract.
- CSH Tenure: Three years and five months

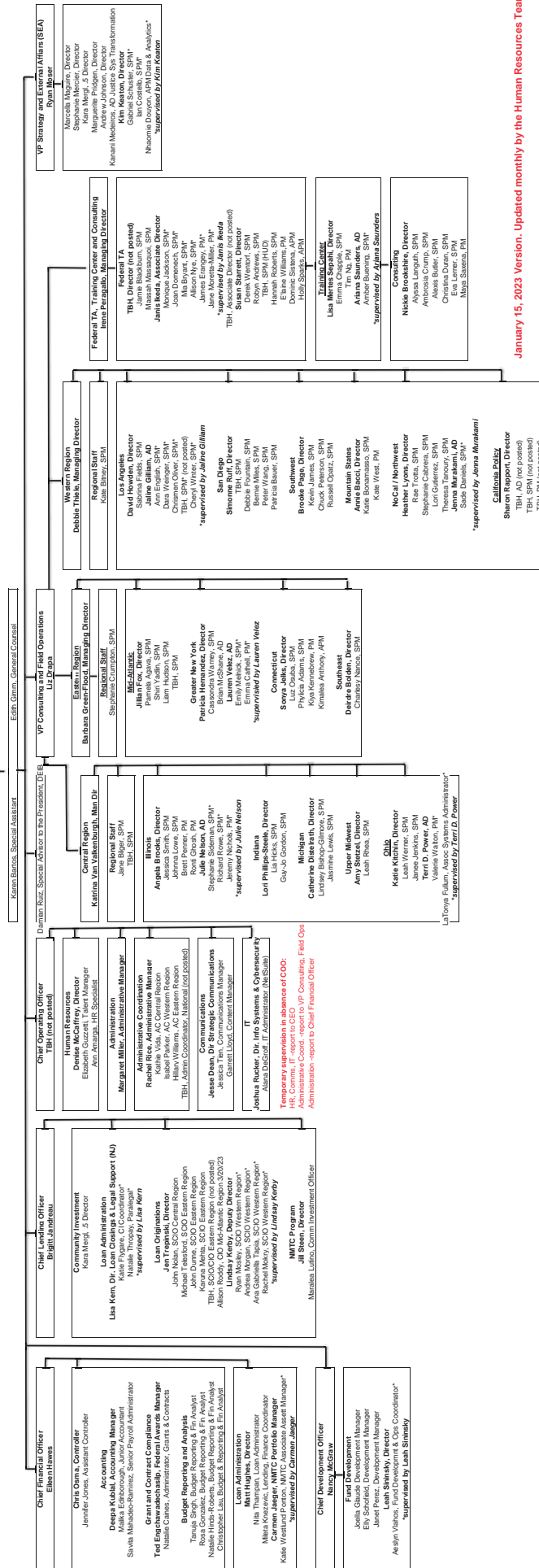
III. Subcontractors: CSH does not intend to hire any subcontractors to implement the requested Scope of Services.

IV. Organization Chart:

CSH's Organizational Chart: home to the supportive housing industry's best and brightest leaders

BOARD OF DIRECTORS

Deborah De Santis, President and CEO



January 15, 2023 Version. Updated monthly by the Human Resources Team.

Simonne Ruff will serve as the Project Manager, as she oversees CSH's work in Orange County and directly supervises Debbie Fountain. Simone will be the primary liaison to the Trust and will submit all invoices to the Trust for service provided in accordance with the Contract for Financial Analysis Services. She will also primarily support review of the NOFA, and is available to provide assistance with any of the other elements of the "Scope of Services" under contract with the Trust. Debbie Fountain will lead the day-to-day activities detailed under "Scope of Services" in the RFP, including: 1) reviewing all final NOFA documents and application materials; 2) reviewing, commenting on, and responding to each application; 3) reviewing other anticipated project funding and providing a summary status of that funding; 4) participating on the Trust Review Committee annually in April to provide application findings and help determine staff recommendations for project funding; 5) assisting Trust Staff on the preparation of the Staff Report for the Trust Board meeting in May of each year; and 6) attending the annual Board meeting.



**Request for Proposals: Financial Analysis Services
Orange County Housing Finance Trust**

- V. Principal/Key Personnel Availability:** The principals and key personnel detailed in Section II above will be available for the extent proposed for the duration of the project, and no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the Trust.
- VI. CSH Experience:** Detailed below are examples of CSH's experience performing services of a similar nature to those outlined in the RFP. Upon request, CSH would be happy to furnish additional examples of staff's relevant experience.

Orange County Housing Finance Trust: Under a contract with the Trust (January 2020 -June 30, 2022), CSH:

- Reviewed and provided a summary report regarding the Financial Feasibility of 10 applications for funding submitted to the Trust under its NOFA, summarizing the review of Trust applications, including a summary of other funding sources anticipated for the project, the timelines of those funding sources and if that funding is conditionally committed, committed, or denied.
- Assisted Trust staff with follow up discussions with developers, as needed.
- Identified waivers of NOFA requirements needed, and suggested language for board reports.
- Met with Trust staff to review the summary report of developer applications seeking Trust capital funding.
- Assisted Trust staff on the preparation of the Staff Report for the May 2021 Trust Board Meeting and participated in the meeting.
- Communicated with Trust staff and the NOFA Review Panel, as required to provide technical assistance.

Both Simonne Ruff and Debbie Fountain worked on this contract with the Trust.

Orange County Community Resource (OCCR): Under ongoing contracts with OCCR beginning in 2008, CSH provides a range of housing technical assistance (TA), including review and underwriting for applications for supportive housing funding (loans) and operating subsidies, creating policy documents and plans (including a 2015 Affordable Housing Strategic Plan; a 2018 Supportive Housing Funding Strategy with a 2,700 supportive housing unit goal and accompanying financial model; a 2018 No Place Like Home Addendum to the Housing Funding Strategy; and an update to the 2018 Supportive Housing Funding Strategy in 2022). CSH assists OCCR staff in planning and implementing multi-family and single-family affordable housing development RFPs and NOFAs; financial analysis of existing projects and programs; and developing policies/procedures to underwrite and recommend housing development projects or programs, including for the OCCR Supportive Housing NOFA as well as the **Orange County Housing Finance Trust**. CSH is also training OCCR staff in affordable housing development practices, funding application review and loan underwriting policies and practices, and assisting with review and comment on legislative issues around affordable housing.



Request for Proposals: Financial Analysis Services Orange County Housing Finance Trust

CSH provided t
(NPLH), which funds the development of permanent supportive housing for persons who are in need of mental health services and are experiencing homelessness, chronic homelessness, or at risk of chronic homelessness.

- Finalized the NPLH addendum to the Supportive Housing Funding Strategy (also developed by CSH) that met the California Department of Housing and Community Development's (HCD) requirements for the NPLH program.
- Developed and implemented processes related to NPLH projects, including: recommending a process for the county to assess/support applications submitted to HCD for NPLH funds; coordinating funding and partnerships, including but not limited to the county, affordable housing developers and/or housing authorities, services providers, and local Coordinated Entry Systems; identifying and applying for additional resources for capital, supportive services, and operating costs; identifying potential sites; promoting evidence-based service delivery; and working intensively with the Orange County Health Care Agency to identify a variety of services that can be offered to clients living in NPLH funded developments.
- Provided ongoing TA related to the data requirements of NPLH, including establishing processes to collect required data, outlining processes to share data amongst multiple systems, evaluating program activities, and meeting other NPLH requirements related to these systems.
- Provided intensive TA related to the NPLH initiative Coordinated Entry requirements.
- Provided Orange County staff with targeted TA on the implementation of NPLH.
- Coordinated with HCD regarding the NPLH program.

Both Simonne Ruff and Debbie Fountain work on this contract.

County of San Diego Health and Human Services Agency's Behavioral Health Services Administration (BHS): Under ongoing contracts with BHS beginning in 2007, CSH promotes the successful implementation of the county's MHSA Housing Program. CSH provides technical expertise and consultation county-wide on supportive housing development, partnership engagement, funding and opportunities to leverage MHSA services and housing funding, including the MHSA Housing Program, the Special Needs Housing Program (SNHP), and NPLH. CSH's TA has been coordinated with BHS's Adult and Older Adult (AOA) and Children Youth and Family (CYF) divisions and includes collaboration with behavioral health providers, housing agencies, housing developers, the Regional Task Force on the Homeless (RTFH), property managers, and local, state, and federal government housing departments. Under this contract, CSH has developed deep expertise related to the development and facilitation of focus groups, crosswalks, an NPLH Institute, the development of Strategic Housing Plans focused on maximizing housing opportunities for BHS clients, and a range of other TA and training activities. Our work under this contract has successfully ensured that individuals and families served by various MHSA-funded programs who are homeless or at risk of homelessness have access to safe, stable and secure housing. Both Simonne Ruff and Debbie Fountain work on this contract.



Request for Proposals: Financial Analysis Services Orange County Housing Finance Trust

U.S. Department of Housing and Urban Development (HUD): Over the past 10 years CSH has been awarded 24 HUD TA contracts, valued at over \$38 million, assisting Continuums of Care (CoCs), HUD customers, public housing authorities (PHAs), government stakeholders, and nonprofits in creating affordable housing and ending homelessness for a range of populations (chronic, veterans, families, and youth). CSH has worked closely with HUD Headquarters and local offices, under the demand response system, responding to HUD-identified needs and customers' requests for TA nationally. Our systems change work has resulted in well-designed supportive housing projects and coordinated entry (CE) processes, and hundreds of supportive and other affordable housing units. CSH has pioneered efforts to improve the health and housing stability of residents of HUD-assisted housing, and we are a nationally recognized leader in establishing effective models and best practices in housing and services for populations experiencing homelessness.

CSH's Signature Supportive Housing Institute (the "Institute") and Endorsement: CSH's Institute is one of our primary vehicles for the delivery of training and technical assistance (TA) to PSH developers, operators and service providers. The Institute is an interactive, guided project planning forum designed for teams to ensure high-quality supportive housing production and implementation as well as completion of successful funding applications. The Institute includes tailored training on the integration of capital, operating, and services budgets, understanding state and local funding sources, capital sources and uses, development and construction, and asset management. CSH has delivered Institutes in diverse communities and states across the country. Project sponsors may also seek CSH's formal endorsement of their projects' funding applications for capital, operating, and services funding. This endorsement requires CSH's thorough review of each project's financials. Simonne Ruff has supported the delivery of multiple Institutes during her tenure at CSH, and Debbie Fountain supported the delivery of a NPLH Institute for developers receiving NPLH funding from the County of San Diego.

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

Project Underwriting and Lending: As a Community Development Financial Institution (CDFI), CSH reviews project budgets and annual reports on the performance of supportive housing budgets for tens of thousands of dollars in lending activity each year. CSH has a \$100M lending portfolio. Our multi-tiered loan review committees ensure a healthy balance between extensive due diligence on project budgets and CSH's unique tolerance for risk to allow for innovation and the creation of more supportive housing. Our lending is led by a Chief Lending Officer with stringent internal controls provided by our Chief Financial Officer, Chief Executive Officer, senior leadership, and the CSH board. CSH's work nationally and in California necessitates strong expertise in federal, local, and state housing and service funding streams in order to advise project sponsors on how to successfully access and



Request for Proposals: Financial Analysis Services Orange County Housing Finance Trust

blend numerous funding programs. CSH regularly guides sponsors and service providers in the difficult task of cobbling together available funding and maximizing draw down of these funds. CSH has a dedicated Community Investment team, with staff embedded in local offices throughout the country, which utilizes a standardized, rigorous process for project underwriting and has developed a battery of tools and written guidance to underwrite projects that apply for CSH grants and predevelopment/acquisition loans.

VII. Principal and Key Personnel Experience: As detailed in Section II and Section VI of this proposal, both Simonne Ruff and Debbie Fountain have significant experience working with affordable housing developments, including in Orange County. Both Simonne and Debbie worked on a previous contract with the Trust, through which they provided technical assistance and financial feasibility analysis services for 10 applications for funding submitted to the Trust under its NOFA, summarizing the review of Trust applications, including a summary of other funding sources anticipated for the project, the timelines of those funding sources and if that funding was conditionally committed, committed, or denied. Both Simonne and Debbie also currently working on CSH's contracts with OCCR and BHS. Their work on these projects necessitates deep expertise in affordable housing financing, as well as an intimate knowledge of the challenges faced by public agencies and service providers to match individuals with the most appropriate housing option. Notably, prior to joining CSH, Debbie Fountain, who will lead the day-to-day activities under the proposed contract, served the City of Carlsbad as both the Director of Community & Economic Development and Housing & Neighborhood Services. She helped to author the city's mandatory Inclusionary Housing Ordinance (effective in 1993 and requires the production of low-income affordable housing) and was the program manager primarily responsible for implementation of the ordinance. To date, the ordinance has resulted in the production of nearly 2,500 low-income affordable homes in a very high-cost coastal city in San Diego County with little "Not in My Backyard or Not in My Backyard" (NIMBY) response, with an additional 500 in the planning or production stage.

VIII. Current Projects: Attached hereto are the following documents named "*CSH-OCHFT Proposal Work Examples Pages 1 to 74*":

- Developed under the above-referenced contract with OCCR: A 2018 Supportive Housing Funding Strategy with a 2,700 supportive housing unit goal and accompanying financial model, updated in 2022.
- Developed under the above-referenced contract with the Trust:
 - A financial feasibility analysis for the Anaheim Midway project.
 - A project financial feasibility review for the Anaheim Midway project, the Orange Corporate Yard project, the Paseo Adelanto project, the Crossroads at Washington project, the Meadows Senior project, the Westview House project, and the Orion Affordable Apt.
 - A project financial feasibility review for the Motel 6 Homekey & Senior Apartments Costa Mesa project, the Meadows Senior Apartments Lake Forrest project, the WISEPlace Women's Center & PSH Santa Ana project, and the Lincoln Avenue Apartments Buena Park project.

CSH - OCHFT Proposal Work Examples Page 1 of 74
Orange County Housing Finance Trust
2021 Permanent Supportive Housing NOFA

Financial Feasibility Analysis		City of Anaheim		New Construction
Date: 4/30/21	Project Name: Anaheim Midway	Yes	No	86
	Project Developer: National Core	X		0
	CSH Reviewer: Debbie Fountain	X		8 PSH units
	Funding type requested: MHSA Funds		Amount of the Loan: \$ 1,362,652	Total Units: 86
Feasibility Analysis Observations: There are errors in the current development proforma which require correction before proceeding with a recommendation on feasibility. There is also concern about the city/housing authority loan repayments; explanation needed. More review required before a recommendation can be provided.				
Does the project comply with general requirements?				
Marketing Costs do not exceed \$1,500/unit		X		Notes: If No, explain reason(s) for exceeding cost maximums
Common Area Furnishings do not exceed \$1,000/unit		X		\$50,000 - \$581/unit
Contractor overhead, profit & general requirements, do not exceed 14% of total costs of construction		X		\$150,000 - \$1744/unit
Total loan request does not exceed \$2.5 million total		X		\$2,937,671 - contractor overhead, etc
Maximum unit subsidy does not exceed: \$90,000/unit - 0 Bedroom \$100,000/unit - 1 bedroom \$110,000/unit - 2 bedroom or larger		N/A		\$42,971,029 - total development costs 12.60%
Maximum loan limit for MHSA funds is \$170,331.45		X		\$1,362,651; 1 bedroom; 8 total
Developer Fee does not exceed TCAC regulations		X		N/A
Income limits do not exceed 30% of AMI (HUD)		X		May not exceed this amount per unit from all MHSA funding sources
Rents do not exceed TCAC limits for 30% of AMI		X		\$2,200,000 - meets TCAC guidelines
Project meets the minimum requirement of 5 units		X		Range of incomes; 30% to 60%; 28 @ 30%; 29@50%; 28@60%
Project includes a supportive services plan & funding		X		Range of rents; 30% units consistent with TCAC requirements
Applicants all go through CES for referral		X		8 MHSA units; 86 units total
Does the project provide for desired MHSA reserves?		Yes	No	
Does the project provide for a Capitalized Operating (Expense) Reserve?		X		If so, does the reserve equal at least 25% of the first year's approved operating and reserve budget.
Does the project provide for a Replacement Reserve?		X		If so, does the reserve equal at least \$350 per unit/annually,
Does the project provide for a Capitalized Operating Subsidy Reserve (COSR)?			X	If so, is the reserve funded for at least 17 years? If so, does the COSR reserve equal at least \$163,780 per assisted unit, w/ a suggested increase of 4% per year?

CSH - OCHFT Proposal Work Examples Page 2 of 74
Orange County Housing Finance Trust
2021 Permanent Supportive Housing NOFA

Application for project-based vouchers? Does the project provide for Tenant Rent & Utility Reserve?	?	?	?	8	Awarded?	No
			X			
Did the applicant use the following assumptions?	Yes	No				
Vacancy Rate: 5%	X					
Rent Income Inflation Factor: 2.50%	X					
Laundry & Misc. Income Inflation Factor: 3.00%	X					
Operating Expense Inflation Factor: 3.5%	X					
OCHFT Loan Rate: 3.00%	X					
Debt Coverage Ratio: 1.1-1.20	X					
General Feasibility Review:	Total	Per Unit	% of total	Assessment:		
What is the NOI before debt service?	\$ 664,882	\$ 7,731	N/A	Cash flow after debt svc = \$110,814; errors in proforma/cash flow		
If prevailing wage applies, what is cost amount?	\$ -	\$ -	0%	State and/or Federal Prevailing Wage?		
What is the total cost of land (incl relocation, if any)	\$ 7,404,650	\$ 86,101	17%	Supported by appraisal (within past 6 mon)/Relocation Plan?		
What is the total cost of construction?	\$ 23,267,086	\$ 270,548	54%	Prepared by contractor or architect? If no, who?		
What are total costs of development?	\$ 42,971,029	\$ 499,663	N/A	Comply with TCAC guidelines? Reasonable?		
What are the annual operating costs?	\$ 682,850	\$ 7,940	N/A	Adequate income to cover costs?		
What are the total costs for social services?	\$ 41,280	\$ 480	N/A	Reasonable? At least \$1000 per client/month?		
What are the total capitalized development reserves?	\$ 526,251	\$ 6,119	1%	Includes operating expenses (\$305,356); replacement \$43,000; & transition reserves (\$177,895)		
Permanent Sources of Income: (List all that apply)	Total	Per Unit	Committed	Observations/Comments:		
Private loan and/or tax exempt bonds	\$ 9,148,694	\$ 106,380		CCRC - bond issuer	21% of total sources	
Tax Credit Proceeds	\$ 21,259,684	\$ 247,206		9% tax credits;	50% of total sources	
No Place Like Home/Special Needs Housing Program	\$ -	\$ -		N/A		
Multi-Family Housing Program (MHP)	\$ -	\$ -		N/A		
Affordable Housing Program (AHP)	\$ -	\$ -		N/A		
Local Government Funds - City of Anaheim	\$ 4,000,000	\$ 46,512	X	Exceeds request to OCHFT		
Anaheim Housing Authority Loan	\$ 7,200,000	\$ 83,721	X	9% of total sources		
Deferred Developer Fee/Contribution	\$ -	\$ -		N/A		
CDBG/HOME	\$ -	\$ -		N/A		
Housing Successor Agency (redevelopment) funds	\$ -	\$ -		N/A		
Housing Trust - Orange County	\$ 1,362,651	\$ 15,845		3% of total sources; small percentage; 8 units MHSA restricted		

CSH - OCHFT Proposal Work Examples Page 3 of 74
Orange County Housing Finance Trust
2021 Permanent Supportive Housing NOFA

Total Sources	\$ 42,971,029	\$ 499,663	maximum \$2.5 million allowed by NOFA
---------------	---------------	------------	---------------------------------------

General Comments/Observations/Analysis of Feasibility:

(This area is to be used to provide general comments about the overall financial feasibility of the project based on the above review.)

1. 86 units total; 8 permanent supportive housing (1 bedroom) - homeless with SMI
2. 100% affordable development; family units and MHSA; 29 1-bedroom; 35 2-bedroom; 22 3-bedroom; 28@30%; 29@50% and 28@60%
3. 2.26 acre site; need a development application and CUP; both currently in process; entitlements expected June, 2021
4. Anaheim Housing Authority is providing land acquisition loan \$7.2 million and 8 PBVs; 85% of residual receipts to repay the loan; capitalized ground lease
5. City loan of \$4 million; 3% interest; repaid with 85% of residual receipts
6. Construction Loan \$25.9 million - Wells Fargo
7. Per unit cost is \$499,663, which is high but reasonable considering the current building climate & financing costs
8. 71% of funding coming from bonds/tax credit equity; 9% tax credit program is very competitive
9. Hope through Housing and OCHA for supportive services
10. It is not clear on the loan repayment to the city and Housing Authority (deal structure); requiring repayment with 85% of residual receipts.
11. The development proforma/Cash Flow Analysis has errors; Section 8 rental income only included for first year. The cash for debt service is also only showing for 1 year, not projected out. Residual receipt calculations also do not appear to be correct.

Overall observations: There are errors in the cash flow analysis, which are making it difficult to complete a full financial feasibility analysis and indicate no concerns or findings. Suggesting no funding recommendation until such time as corrections are made to the development proforma/cash flow, and additional review is completed. Concern about the fact that the city and housing authority loans are to be repaid with 85% of residual receipts, but this is not showing on the cash flow.

If assumptions are made for the corrections to the cash flow analysis as anticipated, the project would appear to be financially feasible as set forth, with the assumptions that it is competitive for the 71% of funding from the tax credit/bond application process.

The 30% AMI units represent about one-third of the total units, but only 8 PBVs (typically to avoid prevailing wage). This presents some concern. However, this is starting to be the trend to be competitive for public funding. Is not clear if the city is requiring prevailing wage.

The development team is strong and has the capacity and experience to successfully complete the project, if they receive the funding.

Strong benefits to the project in providing 100% affordable housing at 60% AMI and below; 8 MHSA units with PBVs is also very good.

The deal structure for the city and housing authority needs to be better understood with supporting documents to understand what funding is available to repay the OCHFT loan.

CSH - OCHFT Proposal Work Examples Page 4 of 74

Anaheim Midway	National Core	\$42,971,029	86/8	\$499,663	\$0	\$1,362,652	<p>FLAG Decision Point</p> <p>Corrected proforma required together with enhanced explanation of city loan deal structure before final approval of funding.</p>	<p>Decision Point: Consideration of conditional funding approval until corrections made to proforma and additional final review can be completed. There are errors in the cash flow analysis, which are making it difficult to complete a financial feasibility analysis of the proforma without making reviewer assumptions on the needed corrections. It is suggested that there be no funding commitment until such time as corrections are made to the development proforma/cash flow analysis, and additional financial review is completed. There is also concern regarding the deal structure for the city and housing authority loan. It is indicated in the application that the loans will be repaid with 85% of residual receipts, but this is not showing in the cash flow. An enhanced explanation of the deal structure is needed, and then additional review should be completed to ensure there is adequate revenue at some point to repay all of the residual receipt loans, including OCHFT loan.</p>
----------------	---------------	--------------	------	-----------	-----	-------------	---	---

CSH - OCHFT Proposal Work Examples Page 5 of 74

<p>Motel 6 Homekey & Senior Apartments Costa Mesa</p>	<p>Community Development Partners Mercy House – Service Provider</p>	<p>\$42,302,458</p>	<p>85/40 total (22 OCHFT) 10 units set-aside for homeless or at-risk of homelessness who meet MHSA eligibility criteria @ 30% AMI (OCCR-restricted) 30 units set-aside for homeless veterans @ 30% AMI (VASH Vouchers)</p>	<p>\$497,676</p>	<p>\$775,145</p>	<p>\$0</p>	<p>\$775,145</p>	<p>Caution \$4.2 million gap remains for Phase II financing Per Developer, City of Costa Mesa and County of Orange have indicated that additional funding could be provided to fill this gap. (unconfirmed by reviewer)</p>	<p>Homekey project. OCCR approved 30 VASH Vouchers. County of Orange to purchase property with Homekey funds and provide a ground lease to CDP for 55 to 60 years. City of Costa Mesa approved \$2,000,000 for project, and indicated to CDP that additional funding may be available to fill any gap for Phase II of the project. Phase I (HomeKey): Convert 40 units to PSH – for persons experiencing homelessness @ 30% AMI Phase II (non-HomeKey): Convert 39 units to general affordable housing for seniors; process permits to create/convert an additional 5 legal units for lower income seniors; create 1 manager unit (from 2 illegal motel rooms); total 45 units @ 50 & 60% AMI 94 studio/hotel rooms on site; 79 units legally permitted. 15 rooms/units will need to be permitted, but City supports conversion to legal, conforming residential units. Underwriting assumes 85 units total. Replacement reserves of \$500 unit provided. Capitalized Operating Reserve of \$299,000 (6 months of annual operating expenses). It is anticipated that more reserve will be added in Phase II. No transition reserves.</p>
---	--	---------------------	--	------------------	------------------	------------	------------------	---	---

CSH - OCHFT Proposal Work Examples Page 6 of 74

The Meadows Senior Apartments Lake Forrest	C&C Development & The Waterford Group & Riverside Charitable Corporation (non-profit partner) LifeSTEPS – Service Provider OCHCA – Service Provider (MHSA)	\$28,158,388	65/7 (MHSA) 9 units – 30% AMI 37 units – 50% AMI 18 units – 60% AMI 1 manager unit	\$433,206	\$0	\$620,007.50	\$620,007.50	GOOD	<p>Per unit cost is high but reasonable considering federal prevailing wage applies, required relocation costs, stringent federal accessibility design/ amenities requirements, and conversion of an old hotel (with some illegal construction that must be remedied)</p> <p>This project previously received approval from OCHFT for a \$646,148 MHSA loan, \$546,172 Non-MHSA loan, and is now requesting an additional funding.</p> <p>The other sources (non-trust) of permanent financing will come from Tax Credits & Bonds as well as GP Equity, Master Developer Contribution and Deferred Developer Fee.</p> <p>Operating Reserve \$198,600 (general; approximately 6-7 months of annual operating expenses).</p> <p>Replacement Reserve: \$500 per unit; meets requirements</p> <p>The project does appear to be feasible at this time and will include 7 MHSA units in exchange for \$1,240,015 in MHSA funds from OCHFT. Costs are reasonable considering current construction climate. It should be noted that there is no surplus cash for a residual loan payment within the first 15 years. There is currently no indication of when</p>
Item 5 - Attachment B									

CSH - OCHFT Proposal Work Examples Page 7 of 74

<p>WISEPlace PSH Womens Center & PSH Santa Ana</p>	<p>Jamboree Housing Corporation WisePlace (provide supportive services)</p>	<p>\$28,591,009</p>	<p>48/14 47 total @ 30% 14 studio units restricted at 30% of AMI with MHSA funds from OCHFT</p>	<p>\$595,646</p>	<p>\$0</p>	<p>\$1,240,015</p>	<p>\$1,240,015</p>	<p>Caution The project proforma shows no net operating income within its first 15 year projected cash flow; no surplus cash for residual receipt loans (OCHFT & City of Santa Ana) during the first 15 years.</p>	<p>payments could be made to the OCHFT or the City Loan. Deferred developer fee pd. This is a standard inclusionary housing type deal. The Master Developer is contributing the value of the land. There are no other public subsidies indicated at this point, beyond the OCHFT funds. The development indicates no PBVs or COSR for the 7 MHSA units, which is not consistent with the MHSA Term sheet that is part of the NOFA; however, OCHFT previously approved a waiver of this COSR/PBV requirement for this project. This project is proposed to be financed with residual receipt loan debt only; no hard debt with required payment. Primarily tax credit (9%) equity with City of Santa Ana and OCHFT residual receipt loans of \$5 million and \$2,480,000 respectively. The project has a high per unit cost comparatively, which could make it less competitive for the tax credit and NPLH funding. However, the competitive risk associated with the higher per unit cost is mitigated by the special populations served and the public benefit received from 100% of the units to be affordable to households at 30% of AMI income. The project also provides for 25 VASH vouchers, and has proposed a significant supportive services budget at</p>
--	--	---------------------	---	------------------	------------	--------------------	--------------------	---	---

			<p>Proposed to serve unaccompanied women, with disabilities and/or experience with domestic violence</p>				<p>Replacement reserve funded at \$365 a unit vs the \$500 required for MHSA funded projects</p> <p>Some concerns/questions about the operating reserves and whether or not this project can be successfully operated from a financial perspective as proposed</p>	<p>\$149,000 per year (\$3,100 per unit); 2.5% increase per year. The project has proposed a Capitalized Operating Subsidy Reserve (COSR) starting at \$36,801 annually and increasing to \$128,630 by year 15 in their cash flow (15-year total is \$1,165,650); it is projected for a 20-year term and sized using a 10% vacancy rate. However, this does not technically meet the requirements of a COSR, which requires an amount equal to 3 times the annual operating costs which would amount to \$1,219,452 to be capitalized as part of development costs. Instead, the project proforma includes a set aside (COSR) funding each year for operating reserves amount to \$1,165,650 over 15 years. However, the project does have VASH vouchers for 50% of the units, which provides for substantial rental subsidies to cover expenses.</p> <p>The proforma includes a replacement reserve of \$365/unit rather than required \$500. There is also a capitalized transition reserve at \$2,100,000 and a small capitalized operating reserve of \$145,280 in development costs (which is equal to about 4 months of annual operating expenses). There may have been some confusion over terminology – Operating Reserve vs. Capitalized Operating Subsidy Reserve (COSR). The proforma is confusing on the matter of reserves and they are limited.</p>
--	--	--	--	--	--	--	--	---

CSH - OCHFT Proposal Work Examples Page 9 of 74

Lincoln Avenue Apartments Buena Park	C&C Development LifeSTEPS – support services OCHCA – MHSA services	\$29,219,453	55/10 As applied: 10 of the units will be set-aside for PSH @ 30% of AMI, with 2 of those units to be restricted to	\$591,263	\$224,855	\$352,290	\$577,145	<p>GOOD</p> <p>With a caution that COSR and PBVs must be used for different units. Application not</p>	<p>but there are some available which is helpful to ongoing operations. There are also transition reserves which are not common in these projects.</p> <p>We are continuing to see a trend in increasing costs for affordable/ supportive housing which if it continues like this project, fewer units will be able to be built with the constraints on available funding. Therefore, the cost factor needs to be considered, but also weighed against the public benefit of the proposed project. Although costly per unit, this project does appear financially feasible at this time. There is adequate cash flow to pay annual expenses. However, there is no surplus cash projected to repay soft loans in the first 15 years. COSR has been projected for 20 years. It is anticipated that there could be funds available after year 20 to repay the soft loans, but no guarantee at this point.</p>
									<p>The per unit cost is the highest of this set of funding applications. The property will be purchased from the City of Buena Park for \$3,850,000 which is very reasonable at about 12% of total costs (\$70,000 per unit). The project will consist of 1, 2 and 3 bedroom units, with 75% of the units providing 2 & 3 bedrooms. The larger units will result in fewer units on the site, increasing the per unit cost. Rents will range from 30% to 70% AMI</p>

			<p>MHSA eligible tenants</p> <p>COSR request to CAIHFA for 8 units PSH (committed)</p> <p>Note: for add'l \$, consideration being given to increasing # of MHSA units</p> <p>The project is also looking to apply for 5 vouchers as one alternate plan.</p>					<p>completely clear on total number of MHSA units vs. other general affordable PSH. Rental income was combined and it was difficult to determine the breakdown</p>	<p>affordability. COSR application submitted to CalHFA; pending decision by June, 2022. Surplus cash projected to be available starting in year 14 to repay soft loans to OCHFT, City and CalHFA (SNHP)</p> <p>Operating Reserve: \$198,800 (6 to 7 months of annual operating expenses)</p> <p>Replacement Reserve funded. \$27,500 per year/\$500 per unit which meets the requirement for MHSA funding</p> <p>Although costly per unit, if all the funding is received as anticipated, this project does appear financially feasible at this time and consistent with the NOFA. There may be PBVs approved for the project, and COSR has been approved for 9 units.</p> <p>Commitment received for COSR for \$1.3 million (9 units?); \$1.5 million capital funding; need to clarify if the MHSA units proposed for OCHFT are additional or part of these 9 units.</p> <p>Caution: it appears that in some of the alternatives that the developer is looking at using both COSR subsidy and voucher rents together as rental revenue. HUD regulations prohibit another source of operating subsidies when PBVs are committed to a project. So they may not be able to combine COSR and</p>
--	--	--	---	--	--	--	--	--	--

CSH - OCHFT Proposal Work Examples Page 12 of 74

Orange Corporate Yard	C & C Development and Orange Housing Development Corp	\$30,991,694	62/8	\$499,866	\$650,000	\$0	Good	The project is financially feasible as set forth, with the assumption that it is competitive for the 75% of funding from the bonds/tax credits. There is some concern that 32% of the units are at rents 30% of AMI with only 8 of them appearing to have subsidy through PBVs, but the mix of incomes and rents are intended to balance out the income. Due to the competitiveness of the tax credits, however, the project could get pushed to lower the rents which could be difficult to accommodate in the current deal structure.
Paseo Adelanto	Jamboree Housing	\$34,481,678	50/16	\$760,966	\$1,600,000	\$0	Caution Corrected Proforma required to separate housing and city hall costs	Developer needs to submit a revised development proforma which separates the affordable housing and city hall development/construction costs; the current proforma provides a false narrative and requires the reviewer to deduct identified costs in the notes & assumptions summary. Currently the per unit cost includes construction of the city hall structure. It is anticipated that the project will compete well in the 9% tax credit allocation process. However, there is uncertainty in the adequacy of the funding compared to the number of applications and increasing cost to build

CSH - OCHFT Proposal Work Examples Page 13 of 74

<p>affordable housing. There is a concern that the payment standard for the PBVs has not yet been approved. If this standard is significantly less than the current assumptions, it could have a significant impact on project feasibility and ability of project to repay residual receipt loans.</p>							<p>The Crossroads at Washington</p>	
<p>The public benefit from this project is extremely strong with 43 out of 86 units providing to homeless, with 15 or 20 restricted for those with SMI. The remaining units will be general affordable housing for extremely low income families at 30%AMI. The project already has commitments for most of its funding outside the tax credits. This project is anticipated to be very competitive in the tax credit program. Clarification is needed on the total number of restricted MHSA units for OCHFT; there is a discrepancy in the application, either 15 or 20 depending on where you look in the application. The per unit cost is high comparatively, but has mitigating circumstances including environmental mitigation and federal prevailing wage due to PBVs. Clarification is also needed on the rent income. There is no rent calculation for the tenant</p>	<p>GOOD</p>	<p>\$2,500,000</p>	<p>\$0</p>	<p>\$528,000</p>	<p>86/15 (maybe 20, need to confirm)</p>	<p>\$45,447,534</p>	<p>Washington Santa Ana Housing Partners, LP</p>	

CSH - OCHFT Proposal Work Examples Page 14 of 74

<p>portion for the PBVs; it appears that developer is taking full value of the vouchers in addition to the tenant portion on rent. At a minimum, the tenant share of the rent should be calculated and noted on the rent schedule in the development proforma to reflect the net subsidy from the PBVs.</p>							<p>The Meadows Seniors</p>	
<p>The project does appear to be feasible at this time and will include 7 MHSA units in exchange for approximately \$1.2 million from the OCHFT. It is a fairly standard inclusionary housing type deal where the master developer provides a piece of land within its Master Development to an affordable housing developer to provide the housing for lower income households. The Master Developer is contributing the value of the land. There are no other public subsidies indicated at this point, beyond the OCHFT funds. A caution is shared that the project may not be competitive for tax credits, and might need to lower rents to be more competitive. Also, the development indicates no PBVs or COSR for the 7 MHSA units, which is not consistent with the MHSA Term sheet that is part of the NOFA; a waiver of these requirements</p>	<p>Caution Needs waiver on PBVs or COSR for the MHSA units</p>	<p>\$1,192,320</p>	<p>\$0</p>	<p>\$382,320</p>	<p>65/7</p>	<p>C&C Development & The Waterford Group</p>		

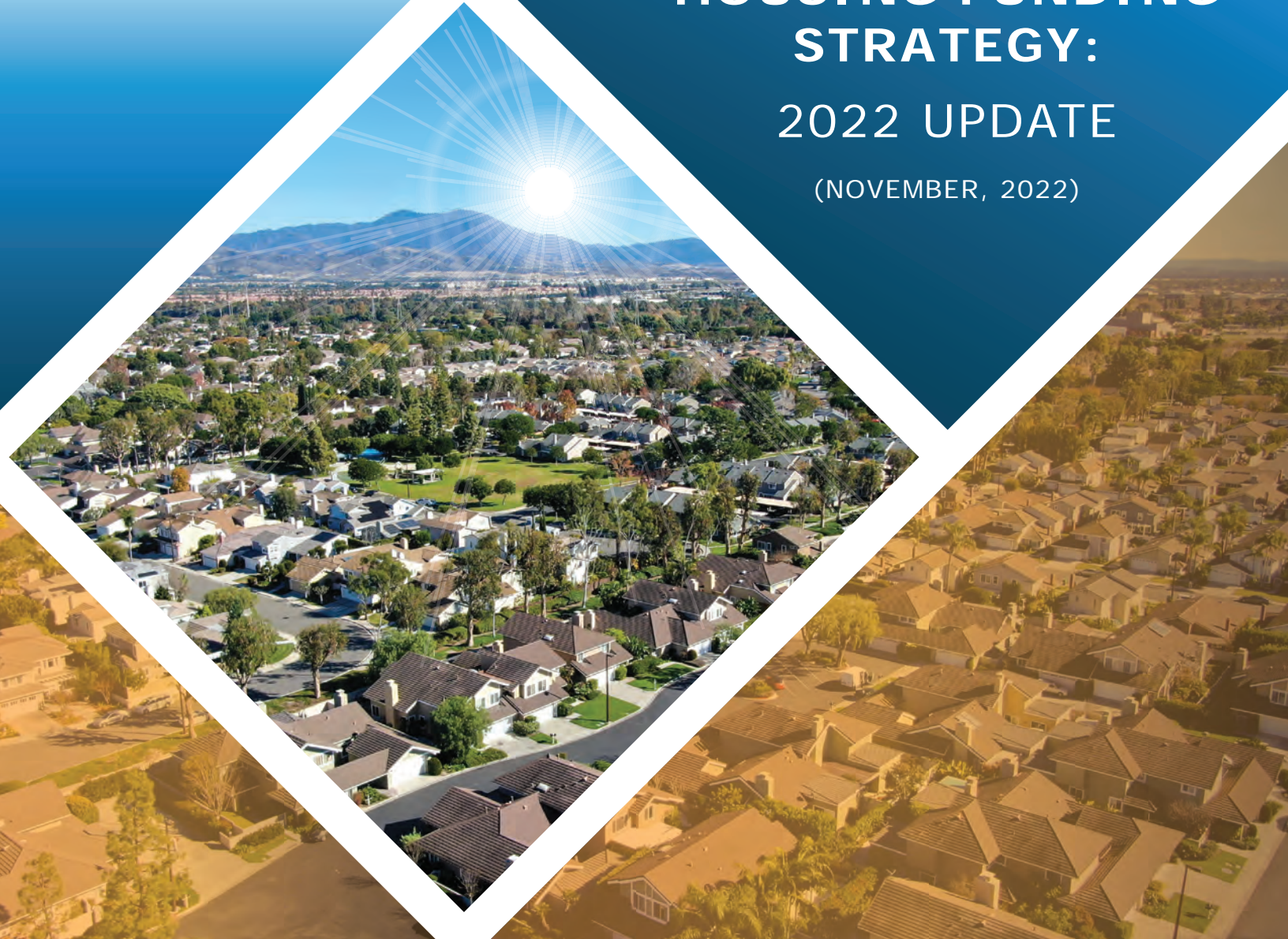
CSH - OCHFT Proposal Work Examples Page 15 of 74

Westview House	Community Development Partners	\$52,067,405	84/25	\$619,850	\$2,500,000	\$0	GOOD	<p>would be necessary. No other concerns, however, have been identified.</p> <p>The project has a high per unit cost comparatively, which could make it less competitive for the tax credit and NPLH funding. However, the risk associated with the higher per unit cost is mitigated by the special populations served and the public benefit received with the 30% of AMI income levels and rent structure. The Developer has committed to 75% of the units serving households at 30% or below. The Developer has also committed to providing 68% of the Development as 3 and 4 bedroom units to serve extremely low and low income families, which is generally greatly needed in Orange County. We are continuing to see a trend in increasing costs for affordable/supportive housing which if it continues like this project, fewer units will be able to be built with the constraints on funding. Therefore, the cost factor needs to be considered, but also weighed against the public benefit of the proposed project. Although costly, this project does appear feasible at this time.</p>
----------------	--------------------------------	--------------	-------	-----------	-------------	-----	------	--

Orion Affordable Apt (did not pass Threshold)	Riverside Charitable Trust									
Total Funding Requests					\$4,750,000	\$5,054,972				



HOUSING FUNDING STRATEGY: 2022 UPDATE (NOVEMBER, 2022)



 **TABLE OF CONTENTS**

EXECUTIVE SUMMARY 3

OVERVIEW – 2022 ORANGE COUNTY HOUSING FUNDING STRATEGY 4

REGIONAL EFFORTS IN ORANGE COUNTY 5

HOMELESSNESS IN ORANGE COUNTY 6

- Chronic Homelessness 7
- Veteran Homelessness 9
- Seniors 10
- Youth and Transitional Aged Youth. 11
- Justice Involved 12
- Race Equity Considerations. 13

UPDATING THE FINANCIAL MODELING 14

- Supportive Housing Development Costs 14
- COVID Impacts on Housing Construction 14
- Leveraging Public Resources and Subsidies. 16
- Success of Orange County in Leveraging Public Resources 16

MARKET FORCES AND HOUSING NEED 19

SUPPORTIVE HOUSING UNIT PRODUCTION: 2018 TO DATE 22

2022 FUNDING STRATEGY SUPPORTIVE HOUSING PROJECTIONS 24

AFFORDABLE/SUPPORTIVE HOUSING RESOURCES 25

- Capital Funding Sources. 25
- Operating Funding Sources. 34
- Services Funding Sources and Partnerships 36
- Potential Future Funding Sources 38
- Support Services Needs and Funding Gap 38

CAPITAL FUNDING AND OPERATING SUBSIDY NEEDS 39

2022 HOUSING FUNDING STRATEGY RECOMMENDATIONS & NEXT STEPS . . . 42

Appendix A: Acronyms/Definitions 43

Appendix B: Full Pipeline Report. 47



EXECUTIVE SUMMARY

- The 2018 Housing Funding Strategy identified a goal of creating 2,700 units of supportive housing over seven years, with an estimated funding gap of \$353 million in capital and \$350 million in operating subsidies (or an additional 1,375 Project Based Section 8 subsidies).
- Significant investments in capital and operating expenses have been made since 2018, producing a pipeline of 1,232 supportive housing units and a total projected pipeline of 2,144 supportive and affordable housing units.
- Orange County, local cities and developers have successfully leveraged local housing funding resources at a higher rate than initially anticipated. For example, for every \$1 of local funds invested/approved by Orange County, \$5.50 of other (non-County) housing funding has been invested in supportive/affordable housing.
- These investments have spurred the creation of significant new supportive and affordable housing in Orange County.
- People experiencing chronic homelessness has increased in Orange County since 2017, with decreases seen in veteran's homelessness and youth homelessness over that same time period. Persons experiencing chronic homelessness are most likely to need supportive housing units. People with long histories of homelessness and disabling health conditions need deeply affordable housing with services in order to remain successfully housed.
- There have been significant changes over the last four years, including rapidly increasing housing costs, and thus the supportive housing need continues.
- This Orange County 2022 Housing Funding Strategy Update continues to build on and refine the planning and investments to date in order to maximize supportive and affordable housing production.
- Current projections estimate a need for capital funding for 2,396 supportive housing units, including the need for 1,696 operating subsidies, with an estimated funding gap of \$458 million in capital and \$495 million in operating subsidies. This reflects significant increases in total development costs due to factors outlined in this report.
- The Housing Funding Strategy will support the creation of housing resources that will follow the best practices, guiding principles, and commitments of the Homeless Service System Pillars Report which was created by the Commission to End Homelessness and accepted by the County of Orange Board of Supervisors on October 4, 2022.



OVERVIEW

2022 ORANGE COUNTY HOUSING FUNDING STRATEGY

The 2018 Orange County Housing Funding Strategy outlined a bold vision of the creation of 2,700 supportive housing units over seven years as well as a need to create additional affordable housing. Investments in housing developments throughout Orange County have been an urgent priority and there has been catalytic investment in supportive housing opportunities over the last four years.

This 2022 Orange County Housing Funding Strategy updates the 2018 Strategy and maps out the progress that has been made toward the 2,700 unit goal, as well as provides an analysis of federal, state and local resources available to produce affordable and supportive housing. Orange County's strategic responses to homelessness and the California housing crisis is seen in the significant progress that has been made in supportive and affordable housing production locally. In addition, this 2022 Housing Funding Strategy provides an overview of current development costs, which rose significantly over the last four years, as well as the success of the County of Orange (County) in leveraging of locally invested resources to create new supportive housing as well as general affordable housing in the region.



◆ REGIONAL EFFORTS IN ORANGE COUNTY

Local regional partnerships are the engine of supportive housing production in Orange County, driven by the commitments from the Orange County Board of Supervisors as well as commitments from cities throughout the County to significantly address homelessness. Through these partnerships and regional efforts, significant investments of land, capital funding, operating funding, and services supports have spurred unprecedented supportive and general affordable housing production, creating pathways out of homelessness for those who need it most. This funding strategy focuses on the resources to be invested by the County to produce supportive housing in the region to meet the needs of persons experiencing homelessness and chronic homelessness. It is important to note, however, that the County investments also assist with the production of general affordable housing within the same developments as those providing supportive housing units. These units can also be made available to very low and extremely low income households with the assistance of other public subsidies.

Notably, since the original 2018 Housing Funding Strategy, the regional Orange County Housing Finance Trust was established as a joint powers authority between the County now 25 member cities throughout Orange County. Since 2019, the Orange County Housing Finance Trust has implemented several Notices of Funding Availability (NOFAs) using locally allocated funds from the County and matching funds from the State through a competitive process, demonstrating shared investments in ending homelessness across Orange County.

The various Public Housing Authorities in the region are investing Housing Choice Vouchers, including the Orange County Housing Authority, Anaheim Housing Authority, Santa Ana Housing Authority, and Garden Grove Housing Authority. These Public Housing Authorities are also working collaboratively to streamline access to housing, including close coordination with the Coordinated Entry System, which prioritizes people experiencing chronic homelessness for supportive housing. Additional significant resources have been dedicated through County Mental Health Services Act (MHSA) Housing and Housing Support Services Funds, Bringing Families Home and Housing and Disability Advocacy Programs. Most recently, the Orange County Continuum of Care has taken action to support the efforts of the County and the Orange County Housing Finance Trust to further advance the development of supportive housing and support the leveraging of Continuum of Care funding resources. These regional collaborative efforts will continue to drive the success of supportive housing production throughout the Orange County region.



◆ HOMELESSNESS IN ORANGE COUNTY

This report updates Orange County’s 2018 Housing Funding Strategy, which was informed by the 2017 Point in Time (PIT) Count and identifies strategies to meet the housing needs of people experiencing homelessness in Orange County based on the most current 2022 Point in Time Count.¹ Over the last four years, there has been significant progress in addressing homelessness across a variety of populations, with thousands of people moving from homelessness into homes through Orange County’s strategic investments in solutions to homelessness. At the same time, the housing landscape has changed significantly. For example, housing costs have increased significantly while housing availability has become increasingly constrained. This 2022 Housing Funding Strategy analyzes a variety of factors, such as trends in homelessness, and the supportive and affordable housing development landscape, in order to continue to refine priorities and strategies that effectively address homelessness in Orange County.

Overview: Change in Homeless Population 2017 to 2022²

The data from the most recent Point In Time Counts is seen in the chart below:

	2017	2019	2022	Change 2017 to 2022
Homeless Individuals (chronically homeless individuals and % of all people experiencing homeless)	3,523 (893/19%)	5,296 (2,491/36%)	4,510 (2,408/42%)	+987 (+28%)
Homeless Families (households with at least one minor child) (# of people in households)	398 households (1,265 people)	466 households (1,550 people)	389 households (1,201 people)	-9 households (-64 people)
Unaccompanied Minors	4	14	7	+3
Total	4,792	6,860	5,718	+926

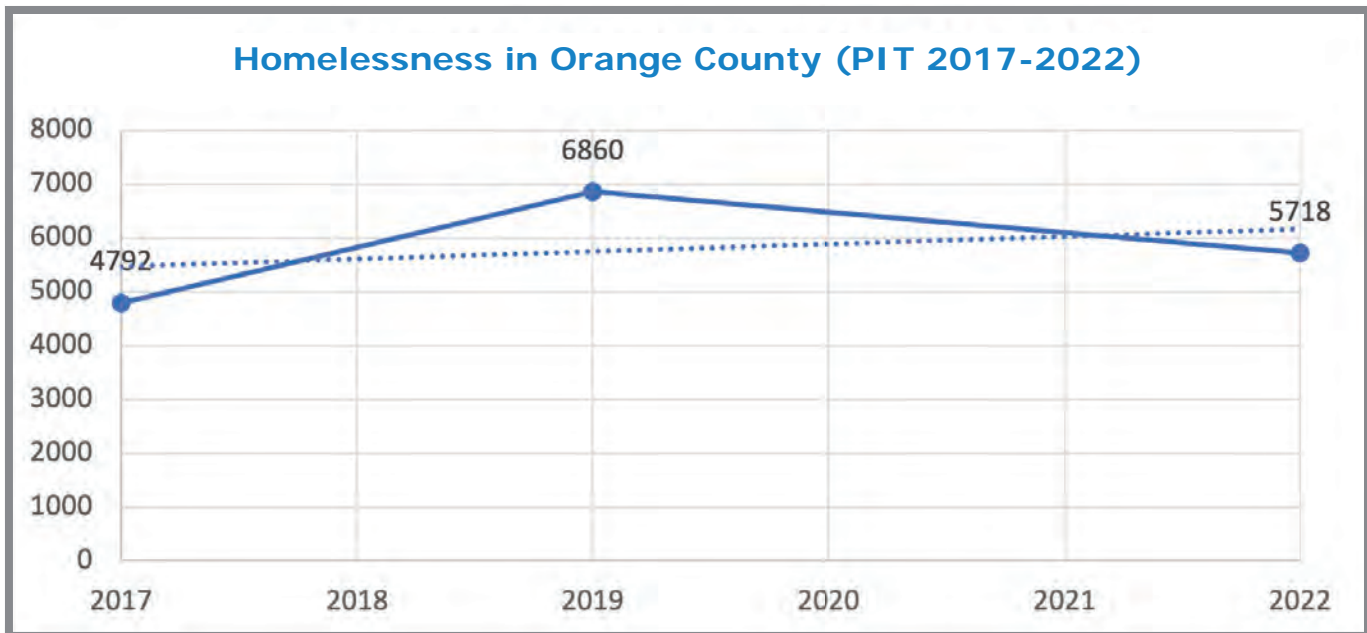
While the 2022 PIT showed a 16% decrease from the 2019 PIT that tallied 6,860 people experiencing homelessness (3,961 unsheltered and 2,889 sheltered), the overall homelessness in Orange County has continued to show an upward trend in the last five years, increasing by 19%.

>>>

¹ This document analyzes the change between the 2017 and 2022 Point in Time counts to reflect on changes since the 2018 Housing Funding Strategy. Data on the 2019 Point In Time count as well as the 2020 and 2021 Sheltered Point in Time counts are available at <http://ochmis.org/point-in-time-count-pit/>

² Note, the Point in Time Count methodology changed between 2017 and 2019. The Point in Time Counts in 2019 and 2022 utilized the same methodology.





Chronic Homelessness

An individual experiencing chronic homelessness is someone who is homeless and lives in a place not meant for human habitation, a safe haven or in an emergency shelter; and has been homeless and living or residing in a place not meant for human habitation, a safe haven or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last three years where the combined length of time homeless in those occasions is at least 12 months; and has a disabling condition. A detailed definition as defined by the U.S. Department of Housing and Urban Development (HUD) can be found in Appendix A. Supportive housing is an effective solution to end chronic homelessness for individuals. Understanding chronic homelessness in Orange County is an important element of this 2022 Housing Funding Strategy. The Orange County Commission to End Homelessness Homeless Service System Pillars Report recognizes supportive housing as a best practice to end a person’s homelessness and provides a sustainable place to live long term.

The 2022 PIT count identified 2,408 individuals experiencing chronic homelessness in Orange County. While the total number of individuals experiencing chronic homelessness decreased from the 2019 PIT, the percentage of individuals experiencing chronic homelessness compared to the total homeless population had noticeably increased. It is important to note that individuals experiencing chronic homelessness makes up 42% of all homelessness in Orange County which is an increase from 19% in 2017.

>>>

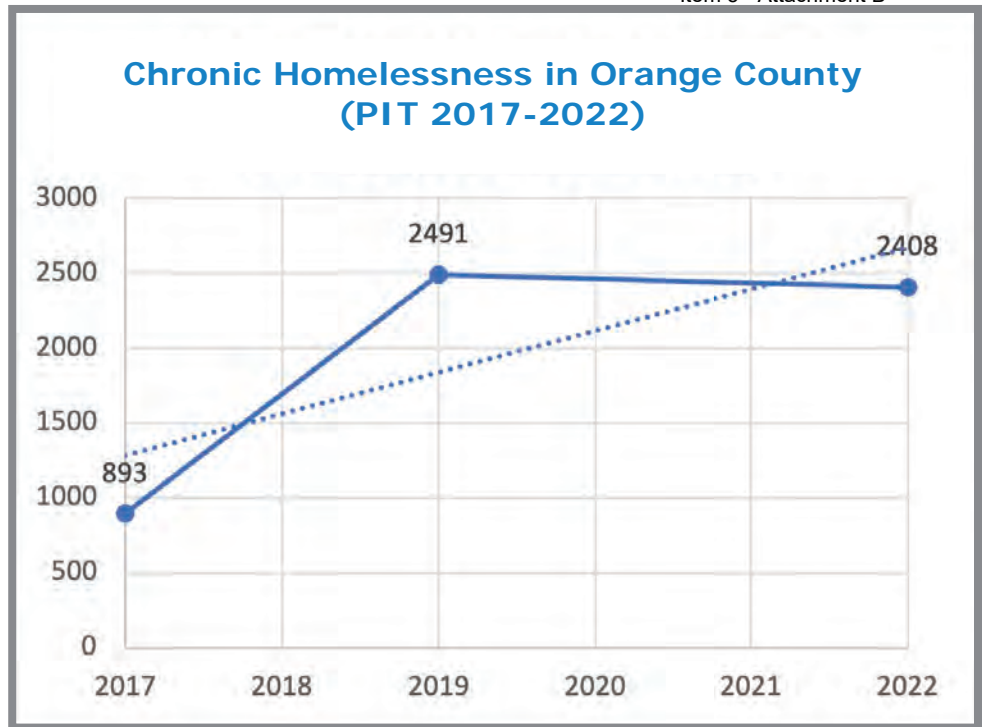


In addition, 55% of unsheltered homeless individuals are chronically homeless, which makes up the largest subpopulation of unsheltered homeless individual in Orange County.

Chronic Homelessness is Increasing Across California

Increase in chronic homelessness is not unique to Orange County. 10 of the 15

large counties in California show an increase in chronic homelessness between 2017 and 2022, and 6 large counties show an increase in chronic homelessness by more than 10%.



People experiencing chronic homelessness are particularly vulnerable because they often live in unsheltered settings and typically have multiple complex and long-term health conditions, such as mental illness, substance use and physical disabilities³. Once they fall into homelessness, it becomes exponentially challenging to return to housing stability. Supportive housing has shown to be an effective intervention in stabilizing the lives of individuals experiencing chronic homelessness by decreasing shelter utilization and acute psychiatric health care usage while staying housed.⁴ Continued effort in providing and streamlining access to supportive housing in all service planning areas is crucial in curbing the number of individuals experiencing chronic homelessness in Orange County.⁵

>>>

3 National Alliance to End Homelessness. Chronically Homeless. <https://endhomelessness.org/homelessness-in-america/who-experiences-homelessness/chronicallyhomeless/#:~:text=People%20experiencing%20chronic%20homelessness%20typically,disabilities%2C%20or%20other%20medical%20conditions.>

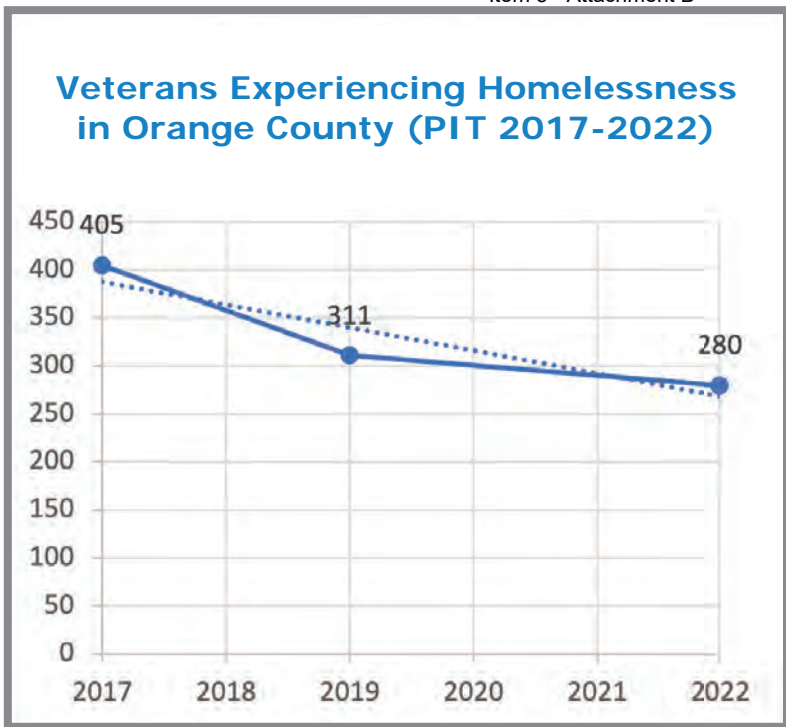
4 Raven, Maria C.; Niedzwiecki, Matthew J.; Kushel, Margot. A randomized trial of permanent supportive housing for chronically homeless persons with high use of publicly funded services. <https://onlinelibrary.wiley.com/doi/full/10.1111/1475-6773.13553>

5 Orange County Service Planning areas: <https://ochealthinfo.com/sites/hca/files/import/data/files/69115.pdf>



Veteran Homelessness

As highlighted in the 2018 Housing Funding Strategy, veteran homelessness has been on the decline since 2009 due to significant and ongoing investments in affordable and supportive housing for veterans in Orange County. The PIT count from 2017 to 2022 show the impact of these investments in housing, through efforts such as the U.S. Department of Housing and Urban Development (HUD) Veterans Affairs Supportive Housing (VASH) program and the State of California Veteran Housing and Homeless Prevention (VHHP) program, resulting in a continued downward trend in veteran homelessness.



As noted in the 2018 Housing Funding Strategy, veterans were disproportionately represented in people experiencing homelessness – in 2018, veterans made up approximately 4% of the overall population in Orange County compared to 10% of the overall homeless population. The PIT count in 2022 showed progress in this regard as well – from the most recent data, veterans make up approximately 3.3% of the overall population in Orange County and 4.8% of the homeless population.



The persistent effort to providing access to affordable, supportive housing targeted to the veterans combined with the strategic planning among County agencies, local jurisdictions and housing partners are the key to successfully reducing the number of veterans experiencing homelessness.

>>>



Seniors

In 2022, Seniors ages 62 years and older, represent approximately 13% of people experiencing homelessness in Orange County. This is an increase from 2019 where 9% of people experiencing homelessness were seniors. Data on older adults was not collected in the 2017 PIT count. It is important to note that the upward trend of seniors experiencing homelessness can also be seen statewide. According to Homeless Data Integration System (HDIS), a data hub that gathers local California Continuum of Care data from the Homeless Management Information System (HMIS), the number of individuals ages 65 years and older in California accessing homeless services has increased by 53% from 2017 to 2020.⁶ In contrast, the number of individuals under 65 years old accessing homeless services in California increased by 24% during the same period.

Seniors experiencing homelessness presents a complex set of challenges for housing and service providers as issues stemming from living in places not meant for human habitation is complicated by health challenges unique to elderly individuals. A comprehensive and coordinated services plan tailored to the needs of seniors, through program such as Program of All-Inclusive Care for the Elderly (PACE), combined with ample access to affordable and supportive housing is key to addressing homelessness within this population. >>>



THE GROVES
SAN JUAN CAPISTRANO
C&C DEVELOPMENT



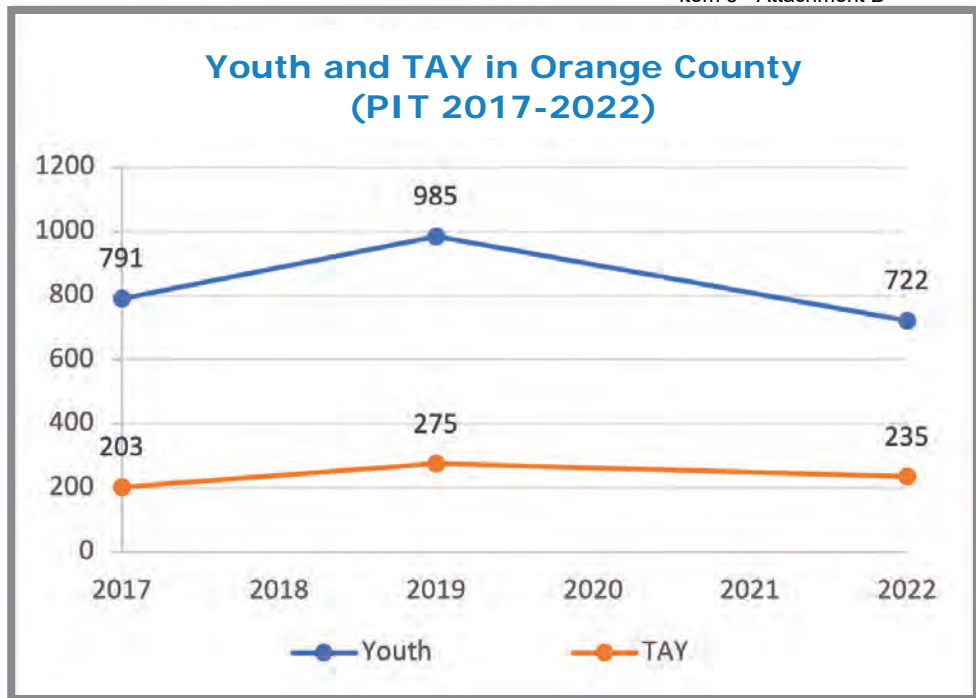
6 State of California Business and Consumer Services and Housing Agency. Homeless Data Integration System. <https://bcsh.ca.gov/calich/hdis.html>



Youth and Transitional Aged Youth

A homeless youth is defined as an individual under the age of 18 experiencing homelessness. A homeless individual between the ages of 18 to 24 is considered homeless transitional aged youth (TAY). The data utilized in this analysis comprises of all individuals that fall within the specified age range captured

in the PIT, including youth and TAY that are unaccompanied or a part of household. An overall downward trend in youth homelessness continued in 2022 as 722 homeless youths, representing 13% of total homeless population, were identified.



It is important to note that youth and TAY experiencing homelessness, especially those who are unaccompanied, are particularly vulnerable. Many homeless youth and TAY have unmet basic needs and undiagnosed and/or untreated mental health disorders; as a result, they are susceptible to substance use, sexual exploitation and physical victimization.⁷ Housing with tailored supportive services designed to meet the developmental, social, mental and physical health needs of homeless youth and TAY is necessary to achieve success in curbing the number of youth and TAY experiencing homelessness.

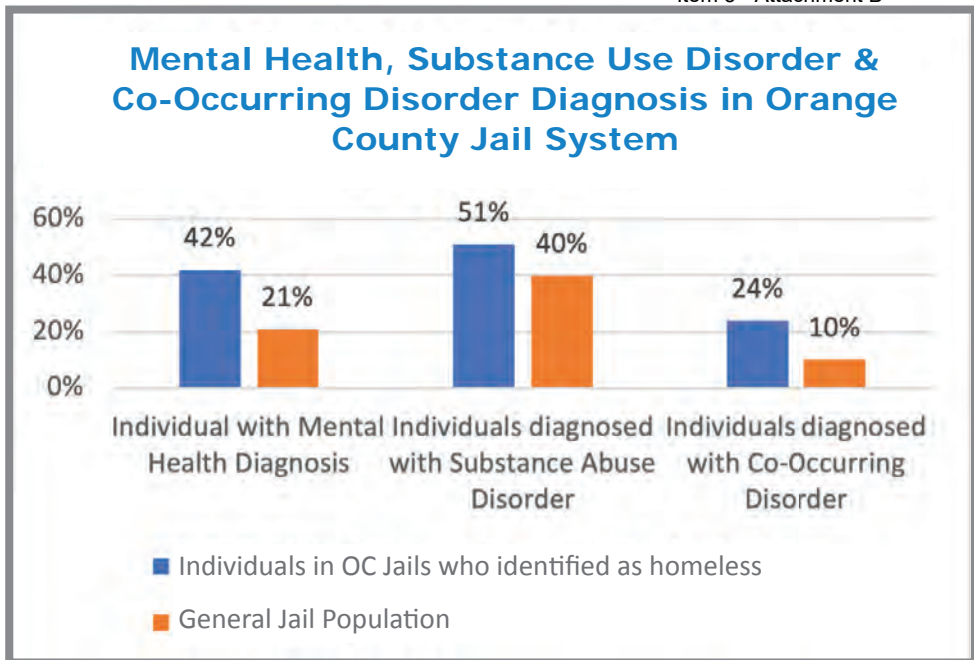
>>>



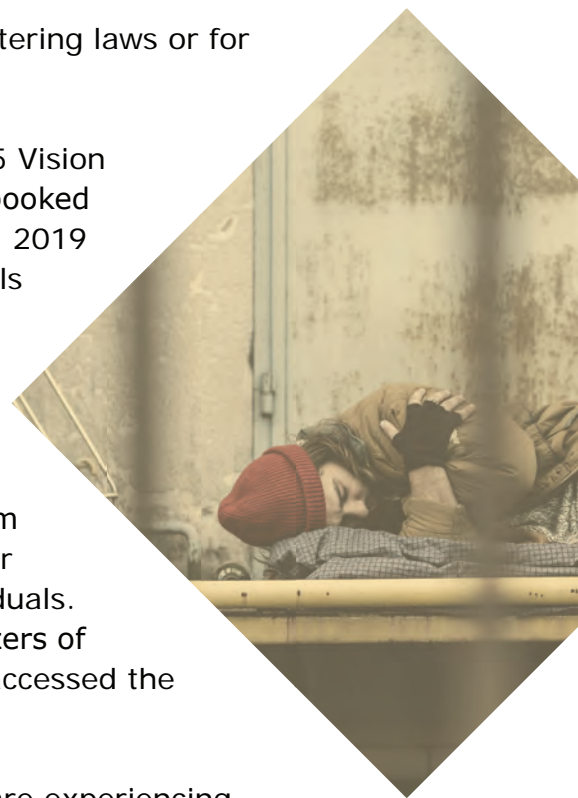
⁷ California Coalition for Youth. California's Homeless Youth. <https://calyouth.org/advocacy-policy/californias-homeless-youth/>

Justice Involved

Justice involved individuals are broadly defined as someone who is involved with the justice system, including the jail, parole and/or probation systems. The Point in Time count does not gather data regarding people's history with the justice system, however, in California, data indicates that many people experiencing homelessness have a history with the justice system, for example for violating loitering laws or for sleeping in public spaces.



In looking at other data sources in Orange County, the 2025 Vision Integrated Services Plan identifies that 20% of individuals booked into Orange County jails between May 1, 2018 and April 30, 2019 were experiencing homelessness. These homeless individuals displayed a higher percentage of mental health diagnoses, substance use disorder and co-occurring disorder when compared to the general jail population. The more recent data provided by Orange County's Office of Care Coordination on high utilizers of the justice system, defined as individuals booked into Orange County jail system for four or more times during a twelve month period, further demonstrated barriers to housing for justice involved individuals. During fiscal year 2021 – 2022, there were 1,256 high utilizers of the justice system and 31% of these individuals have also accessed the homeless service system during the same time period.



As seen through the data, justice involved individuals who are experiencing homelessness face additional barriers in attaining stability upon re-entry to the community, which often leads to prolonged periods of homelessness. Communities have seen success in utilizing the Housing First model to support the justice involved population with focus on reducing housing barriers. This can be done using an "in-reach" model which is designed to provide immediate access to low barrier shelter and/or housing upon release, with planned connection to permanent housing placement. This approach

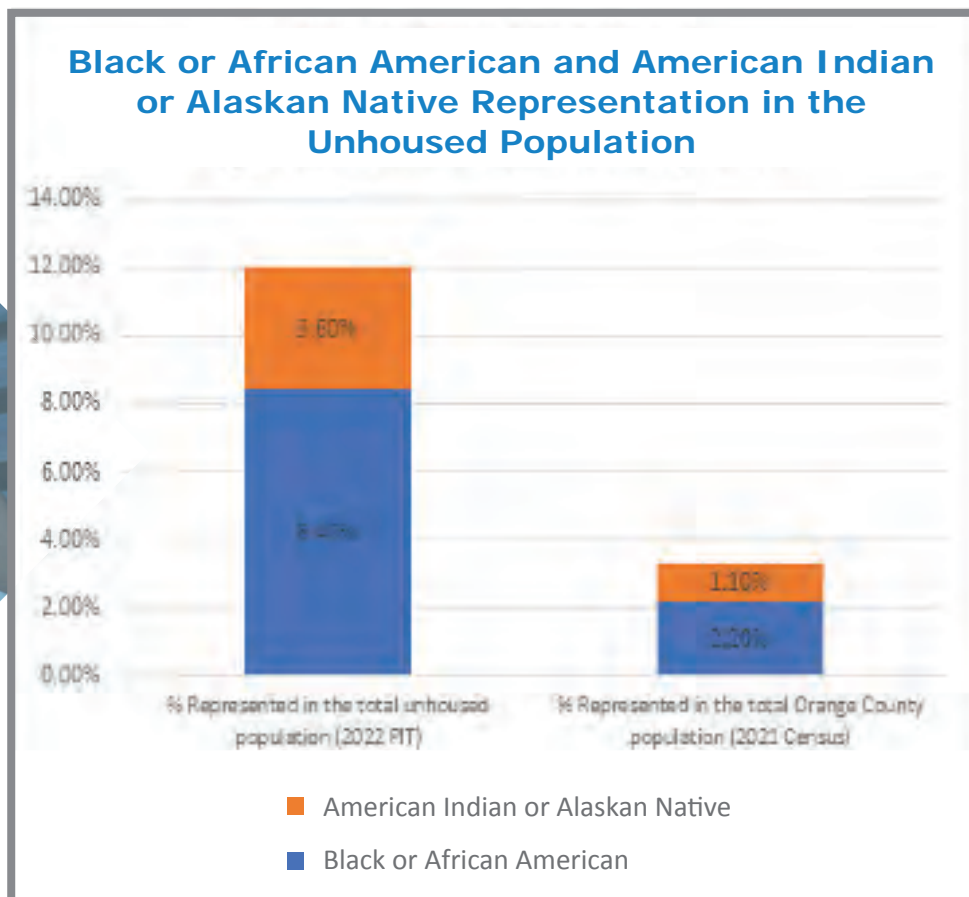
>>>



ensures participants are engaged in services and prevents any periods of homelessness. Further, housing coupled with strong service coordination is crucial in achieving success for justice-involved individuals. Early case planning, prior to release from jail, ensures individuals are care-connected upon release, which is a key contributor to one’s stability during the transition period. Strong coordination and wrap-around services post release is crucial to address legal, mental health, substance use, medical, employment and housing needs, as well as reduce recidivism in the justice system.

Race Equity Considerations

National data has shown that Black, Indigenous, and People of Color (BIPOC) experience homelessness at a higher rate than their white counterparts;⁸ this is also apparent in Orange County. According to the 2022 Point in Time Count, Black or African American and American Indian or Alaskan Native represents 12% of the total unhoused population while the same group represents only 3.3% of the total Orange County population. In planning for housing and supportive services, additional consideration and intentional effort to address structural and systemic discrimination is crucial in addressing the disproportionate impact.



⁸ National Alliance to End Homelessness. Racial Inequalities in Homelessness, by the Numbers. <https://endhomelessness.org/resource/racial-inequalities-homelessness-numbers/>

◆ UPDATING THE FINANCIAL MODELING

The Point in Time (PIT) Count data and special population considerations provide critical information which informs this 2022 Housing Funding Strategy. In addition, this updated Housing Funding Strategy considers trends related to supportive housing development costs, the amount of supportive housing that has been produced since 2018, as well as funding resources that will continue to support the creation of supportive housing in Orange County.

Supportive Housing Development Costs

Development costs in Orange County (as well as the State of California) have been increasing at a steady rate over the past four years and are expected to continue to increase in the next few years. The range of total development costs (TDC) per unit (see summary chart on the next page) for supportive and affordable housing currently under development are:

- a low of approximately \$380,000 per unit to a high of \$713,000 per unit
- an average of \$497,570 per unit (supportive housing projects 2018 to 2022)
- more recent projects estimating development costs at \$500,000 to \$600,000 per unit

An analysis of the supportive housing developments funded in Orange County from 2018 to 2022 indicate an average per unit cost of \$497,570, which is significantly higher (nearly 45%) than the initial 2018 projection of \$344,444/unit. If current development cost trends continue, it is projected that the average per unit cost for supportive/affordable housing in Orange County will be approximately \$550,000. Because approximately 70% of the development costs (materials, wages, land) are heavily impacted by market forces, there is very little local government can do on its own to reverse the upward trend in development costs. However, the County of Orange can positively impact the production of supportive/affordable housing by serving as a lender of below market financing, partnering with other public financing and health care agencies, and pursuing grants and other funding from state and national sources. Various market forces and funding strategies are discussed further below to inform the recommendations set forth within this updated Housing Funding Strategy.

COVID-19 Impacts on Housing Construction

As a result of COVID-19 pandemic, housing developers saw an increase in development costs due to supply chain issues and related delays (such as the impact of quarantine on construction crews, delays in various site inspections and inspection sign-offs, etc.), staffing shortages, and inflation. While the cost of construction materials normally increases on an annual basis due to inflation (which was an issue prior to the pandemic), experts have indicated that the inflation that accompanied the pandemic has been significantly different and has largely impacted construction costs. The United States construction industry is heavily dependent on foreign construction materials such as steel and stone. Because

>>>



COVID-19 was a global pandemic, it caused closures and delays at international factories that produce the needed materials. The supply of construction materials dramatically decreased in the United States; demand remained high for the materials, but the supply was low so prices increased dramatically. Associated Builders and Contractors Chief Economist, Anirban Basu, opined that the supply chain troubles may last until 2024 because it takes a long time to rebuild capacity. According to the Bureau of Labor Statistics, construction material prices were up by 25% in 2021 and so far in 2022 construction costs are trending upwards.

In the supportive housing project financing example noted below, the per unit cost for the affordable/supportive housing development is \$588,488. While this is high in comparison to the average for all projects, it is not an unusual financial scenario for current (FY2021/22) projects due to steadily increasing land, construction, and financing costs. Costs can vary widely between projects due to location (coastal or inland), land acquisition costs (donated, below market, market rate), type of project (new construction vs. rehabilitation) and the use of funding which triggers increases in construction costs, such as federal or state prevailing wage developments (e.g. nine or more project based rental assistance vouchers trigger federal prevailing wage). The most recent projects in Orange County’s supportive housing projected pipeline have been in the range of \$500,000 to \$600,000 per unit (total development costs for all units, which include a portion of supportive housing units).

Example: Uses of Funds

Use	Total	Per unit	Percentage
Land Acquisition Costs (including interest reserve)	\$6,925,000	\$81,470	14%
Total Hard Costs (construction)	\$29,623,485	\$348,512	59%
Construction Interest & Fees	\$1,200,000	\$14,117	2%
Construction Contingency	\$1,481,174	\$17,426	3%
Loan Fees/Permanent Financing	\$155,545	\$1,830	.3%
Architectural & Engineering Fees	\$800,000	\$9,412	2%
Soft Costs/Other	\$3,204,424	\$37,698	6%
Reserves (Operating & Capitalized Transition)	\$1,319,519	\$15,524	3%
Developer Fee	\$5,312,375	\$62,499	11%
Total Uses of Funds	\$50,021,522	\$588,488	

It is currently anticipated that the impacts of the COVID-19 pandemic on development costs and the trend upwards will continue until at least 2024. There may be a leveling off of development costs, but it is unlikely that we will experience a reduction in these costs for many years.

>>>



Leveraging Public Resources and Subsidies

In order for developments to be successful in obtaining other public, low-cost financial assistance, loans, grants, etc., it continues to be critical for the County of Orange to invest in new, proposed developments. Since June 12, 2018, the County has approved financial assistance for 24 housing developments which continue to move forward in the process to obtain full financing. As of June, 2022, there remains only 5 projects (out of the 24) which have not been awarded all of the funding required to proceed with construction of the housing developments. While some of the developments required several funding applications/cycles to obtain full financing and some projects had to return to the County for additional funding when costs unpredictably increased, the track record for the Orange County region has been steadily improving over the past few years, with 20 new projects completing their financing and closing on construction loans and moving towards construction in the past couple of years. It is anticipated that there will continue to be a highly competitive environment in the next few years for all funding available for affordable/supportive housing. The County of Orange, in partnership with cities throughout the region, intends to continue diligent collaborative efforts to financially assist projects in a responsible and cost-effective manner in order to expand the inventory of affordable/supportive housing, and assist housing developers to submit as competitive funding applications as possible to continue award success.

Leveraging is key to a successful supportive/affordable housing production strategy. The County can use its funding to leverage other sources of funding, such as tax-exempt bond proceeds, tax credit equity, conventional financing, housing trust funds and other grant and loan programs from the state and/or federal government. Without public subsidies from many sources, the number of units produced would be severely limited.

Success of County of Orange in Leveraging Public Resources

It is critical to leverage County resources in order to maximize affordable/supportive housing production. The total number of units produced would be limited if Orange County was required to provide 100% financing. As noted above, the cost of producing housing is increasing, and financial partnerships have become essential to any successful funding strategy. Through its low cost, flexible financial assistance, the County has demonstrated its success in assisting affordable/ supportive housing developers to compete for the additional public subsidies and other funding needed to produce the housing. Leveraging public resources is critical to this overall housing financing strategy.

To date, the County of Orange has been successfully leveraging its capital funding investment in about a 1:5.5 ratio. This means for every \$1 of County capital funding invested/approved there has been approximately \$5.50 of other public subsidies and/or private investment contributed or approved for the 24 affordable/ supportive housing developments noted below. It is anticipated that this approach to leveraging public resources will continue as long as other public/private resources remain available for developments within the County of Orange.

>>>



Through the state, federal tax-exempt financing (bonds and tax credit equity) program, developers of a supportive/affordable housing development can obtain approximately 55% to 65% of their total project financing, depending on their competitiveness and investment partner relationships. This means there is a gap of about 35% to 45% of total financing to be filled by other public financing agencies or other public/private subsidies. Typically, about 10% to 15% of the gap financing can come from other special funding programs at the state or federal level. Developers often defer a portion of their fee (5% to 10%) as well and have it financed over time through residual receipts once a development is operational, which reflects the developer financial investment. If cities, and/or the County can contribute 20% to 25% of the total financing gap amount, the developments can successfully compete for the other public subsidies, which is demonstrated in the success of the County to date in financing 24 new supportive/affordable housing developments since 2018. In this strategy, it is assumed that the County will fund 18% of the gap and local cities will fund 7% of the gap, for 25% total in gap financing. By using city and County resources to leverage state and federal sources of funding, much more housing can be produced in Orange County and throughout the State of California.

>>>



LEGACY SQUARE
SANTA ANA
NATIONAL CORE



Current Orange County (region) Supportive Housing/Affordable Housing Pipeline
 2018 to Present; projects yet to be completed/very recently completed/under construction

Project Name & (Project Location)	SH Units	Total Units	Total County Funds	OC Project-Based Vouchers	Total Non-County Funds**	Per Unit Cost (All units)
FX Residences (Santa Ana)	16	17	\$6,217,047	0	\$ 1,777,913	\$470,292
Legacy Square (Santa Ana)	33	93	\$7,527,376	0	\$42,972,624	\$543,011
Altrudy Senior* (Yorba Linda)	10	48	\$3,916,768	8	\$17,314,309	\$442,314
Casa Paloma* (Unincorporated)	48	71	\$7,638,000	48	\$31,362,000	\$549,296
Valencia Garden* (Orange)	8	62	\$479,520	8	\$29,792,894	\$499,866
The Crossroads at Washington* (Santa Ana)	43	86	\$2,650,701	43	\$42,796,833	\$528,460
Villa St Joseph (Orange)	18	50	\$10,359,215	18	\$18,743,828	\$582,061
Ascent (formerly Airport Inn) * (Buena Park)	57	58	\$4,409,468	57	\$17,719,512	\$ 381,534
Mountain View* (Lake Forest)	8	71	\$2,343,372	8	\$40,826,982	\$608,033
Cartwright Family (Irvine)	10	60	\$4,982,250	8	\$35,245,146	\$670,457
Lincoln Avenue (Buena Park)	13	55	\$3,484,680	5	\$25,737,416	\$531,311
Santa Angelina Sr (Placentia)	21	65	\$7,825,714	21	\$19,763,733	\$424,453
Orchard View (Buena Park)	8	66	\$5,725,975	8	\$16,400,505	\$335,250
North Harbor Village* (Santa Ana)	89	91	\$2,217,769	0	\$32,413,390	\$380,562
Center of Hope* (Anaheim)	70	72	\$10,159,344	16	\$29,134,210	\$545,744
The Meadows Sr (Lake Forest)	7	65	\$620,008	0	\$27,538,380	\$433,206
Westview House* (Santa Ana)	26	85	\$11,570,817	0	\$40,496,588	\$612,558
Huntington Beach Sr* (Huntington Beach)	33	43	\$5,807,348	33	\$20,648,257	\$615,247
Paseo Adelanto (San Juan Capistrano)	40	50	\$5,687,945	40	\$29,944,142	\$712,642
Stanton Inn & Suites (Homekey 1)* (Stanton)	71	72	\$1,085,000	71	\$23,998,397	\$348,381
Tahiti Motel (Homekey 2)* (Stanton)	59	60	\$2,400,000	59	\$24,116,158	\$441,936
Riviera Stanton (Homekey 3) (Stanton)	20	21	\$1,532,983	10	\$9,420,132	\$521,577
HB Oasis (Homekey 4) PBV* (Huntington Beach)	62	64	\$0	0	\$22,996,369	\$359,318
Motel 6 Costa Mesa (Homekey 5) (Costa Mesa)	40	88	\$4,250,000	0	\$38,052,458	\$480,710
Wise Place (Santa Ana)	47	48	\$1,500,000	0	\$27,091,009	\$595,646
Miraflores* (Anaheim)	8	86	\$0	0	\$42,971,029	\$499,663
Total	865	1647	\$114,391,300	461	\$709,274,214	\$500,100

* Altrudy and Casa Paloma were recently completed; summer, 2022. The other projects with * are under construction. All other projects in the above chart/pipeline are yet to be completed/fully financed. For a full report on pipeline projects completed and those in other stages of development, see Appendix B.

** Total funding (non-county) amounts remain subject to change; funding amounts noted are at the time of county review and an estimate. Projects not receiving county funding are not included in the leveraging calculation discussed on the previous page – HB Oasis & Miraflores.



◆ MARKET FORCES AND HOUSING NEED

The Joint Center for Housing Studies of Harvard University recently released the “State of the Nation’s Housing 2022.” In this report, the authors shared that the “the costs of both owner-occupied and rental housing continue to climb. Home price appreciation reached a nationwide high of 20.6% in March, 2022. Rents for apartments were up 12% nationally.” Nationwide and in California, including Orange County, there are a large number of apartments under construction or soon to be under construction; this will bring some relief to the rental side of the housing market. However, for lower-income households and households of color, the Harvard report indicates “the pressure of high housing costs is unlikely to relent. The surge in gas, food and other necessities has made matters worse, especially now that most emergency government supports have ended.”

From a supportive housing perspective, the need for more housing units continues for those households in the lowest income brackets, specifically extremely low income. Discussion about the impact of market forces is important to understanding why there continues to be a growing need for the County of Orange to assist in the effort to provide more funding for more affordable/supportive housing for those persons experiencing homelessness and with very limited means. The County of Orange has made significant strides in financing the production of supportive housing in the past few years. With that said, the need continues to grow for several reasons. Here are some of the market forces, needs assessments and related impacts that are driving the focus of this housing funding strategy:

■ **Imbalance in Housing Supply.** There has been for many years and remains today an imbalance in the housing market between supply and demand; this has caused housing costs to soar. To correct the imbalance, demand must be reduced and/or supply increased. Since it is very unlikely that demand for housing in the County will be reduced, this economic theory holds that supply must be increased to a point where supply exceeds demand. In the 6th cycle of the final Regional Housing Needs Assessment (RHNA) allocation for the County of Orange, it is noted that a total of 183,861 housing units need to be constructed Countywide for households at all income levels – very low, low, moderate and above moderate/upper income – over the next 8 years.

■ **Housing Need – Very Low and Extremely Low Income.** Within the RHNA allocation, it is noted that 25% of the Countywide housing need (46,416 units) is for very low-income households; 50% of these units (23,208) are estimated to be needed for extremely low-income households, which are typically those households who are receiving social security as their only source of income and/or households experiencing homelessness with very limited financial resources. The extremely low populations are most often those in need of supportive housing and the specific focus of this funding strategy.

>>>



- **Unincorporated County RHNA.** The RHNA allocation for the unincorporated area of the County is 10,406 housing units total, of which 3,059 housing units are identified for very low-income households; again, it is anticipated that 50% of the housing units allocated for very low income (or 1,530 units) need to be affordable to extremely low income households.
- **Overcrowded Housing.** Based on the 2020 Census, the percentage of overcrowded housing units (10.11%) within the County of Orange exceeds the national average of 6.76%. This means that households are very likely doubling and sometimes tripling up to be able to afford housing within the County, which is reflected in the imbalance of affordable housing inventory and demand for that housing.
- **Cost-Burdened Households.** According to the 2020 Census, 69.88% of the lower income households in the County are paying more than 30% of their incomes on housing costs; this is 10.88% higher than the national average.
- **Rent Arrears.** According to Household Pulse Survey data for December 2021 through April 2022, 10% of all households nationwide were still behind on their housing payments due to the pandemic. Renters with household incomes below \$25,000 (extremely low-income households) are at 20%, which is alarmingly high.
- **Poverty Rate.** Nationwide, the poverty rate in 2020 was 11.4%, up 1.0 percentage point from 2019; this was the first increase in poverty after five consecutive annual declines according to the American Community Survey (census data). In the County of Orange, 9% of the population have incomes at poverty level (which is 285,103 persons total); housing insecurity is a continuing threat for a significant number of households in the County.
- **Housing Supply Outlook.** While the outlook for ongoing demand and supply is positive, it will take time for any additional supply to catch up with the demand and produce any meaningful improvement in affordability.
- **Scaling Housing Production.** Ongoing effort is critical by both the private and public sectors to bring housing production to scale in a way that will significantly impact the imbalance currently being experienced throughout the nation, including the County of Orange.

Considering the above noted market forces and related impacts, there continues to be an ongoing need for additional affordable housing, and more specifically supportive housing for very low and extremely low income households, in the County of Orange. While this updated Housing Funding Strategy focuses on resources needed specifically for the production of supportive housing to meet the projected needs in Orange County, the financial investments made by the County for supportive housing support the overall

>>>



development of general affordable housing units as well. Supportive housing units are typically only a small portion of an overall affordable housing development. The County can be credited with not only the supportive housing units created through its investments, but also the general affordable housing units built as a result of the County's financial investments in all of the developments.

Generally speaking, there are two basic financial strategies to be pursued in combination or individually to address the need and impact the supply of supportive/affordable housing throughout the County:

1. Invest in production of affordable/supportive housing and record a regulatory agreement to restrict rents for the life of the development (typically 55 years) to be affordable to households with very low and extremely low incomes, which means the rents will not exceed 30% of the Orange County Area Median Income for the targeted households; and/or,
2. Provide rental assistance and/or operating subsidies to the targeted households directly, or provide operating subsidies to the developments through project based rental assistance (e.g. housing choice vouchers) or capitalized operating subsidy reserves (COSR).

This Housing Funding Strategy Update is focused on both 1) the level of capital funding investments required to produce supportive housing to meet the need, by restricting rents for the life of the assisted developments to be affordable to households at 30% of the gross household income of the extremely low-income residents, and 2) the provision of rental assistance/operating subsidies. These two funding strategies are intended to work together to increase the supply of supportive housing within Orange County, together with the added benefit of ensuring the development of general affordable housing within the same developments.

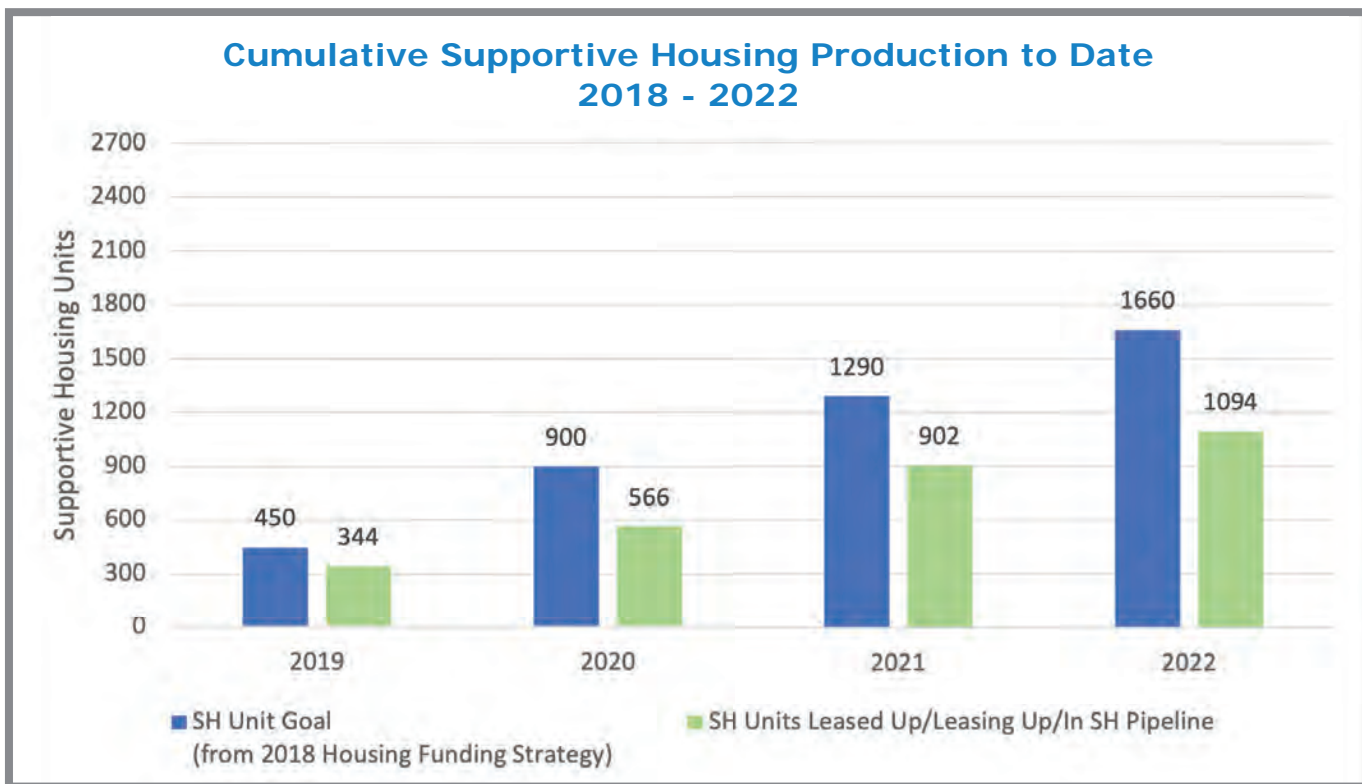


SUPPORTIVE HOUSING UNIT PRODUCTION: 2018 TO DATE

The section below outlines supportive housing production goals for Orange County by year, along with the number of actual units by type that have been developed and are leased up/leasing up/in the supportive housing pipeline. In addition, the chart details cumulative estimated supportive housing production as projected from through 2025. The 2018 Housing Funding Strategy projected unit goals starting in 2019 to recognize the time it takes from the announcement of funding opportunities and for projects to enter the supportive housing pipeline.

As noted above, the unanticipated significant increase in total development costs has greatly impacted the supportive housing pipeline and limited unit production. Current projections indicate that at the end of seven years (the original projected timeframe to produce 2,700 units of supportive housing), that there will be 1,643 supportive housing units produced towards the 2,700 unit goal.⁹ Based on current information and assumptions, there is a gap of 1,057 units between the projected need in 2018 and what is anticipated to be in the supportive housing development pipeline by 2025.

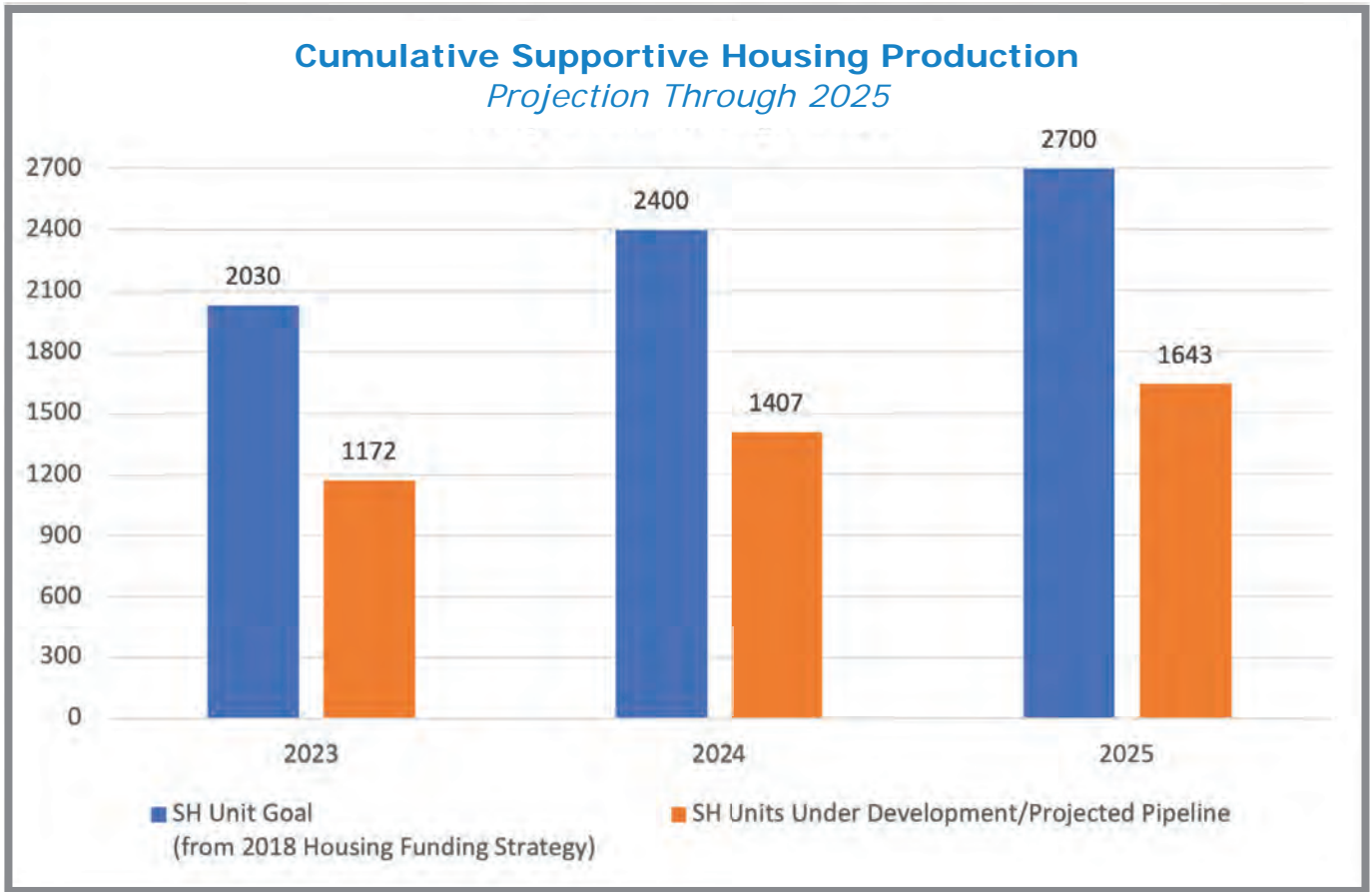
In addition to the supportive housing development, during the same time period a total of 2,144 general affordable housing units, including the noted supportive housing units, were produced or are anticipated to be produced as a result of the combined investment in supportive housing developments throughout the County.



⁹ This assumes that an additional 235 SH units will be added to the pipeline in both 2024 and 2025.

>>>





CASA PALOMA
MIDWAY CITY (ORANGE COUNTY)
AMERICAN FAMILY HOUSING

2022 FUNDING STRATEGY SUPPORTIVE HOUSING PROJECTIONS

In updating the 2018 Housing Funding Strategy, it is important to recognize the initial 2,700 unit production goal, and to review the progress made towards achieving that goal. The current supportive housing pipeline projections identify a gap of 1,057 units of supportive housing. In addition, it is important to review the projections and estimates that were made in 2018 in order to determine current supportive housing need.

Based on the updated Point in Time (PIT) Count data, in 2022, there is an updated estimated need for 3,225 supportive housing units in the Orange County region to meet the current need (3,150 units for individuals and 75 units for families). Taking into account the current supportive housing units in the County’s production pipeline (829 total); as a result, the updated goal is 2,396 supportive housing units to meet the needs of people experiencing homelessness in Orange County.

The number of supportive housing units projected to be needed within Orange County is based on the number of people experiencing chronic homelessness in Orange County, who by definition have long histories of homelessness and disabling health conditions. In the production goal, it is anticipated that the vast majority of people experiencing chronic homelessness need a combination of housing and wrap around support services to end their homelessness and remain stably housed.

The table below projects the unit breakdown to create 3,225 units of supportive housing over the next seven years to meet the housing needs of people with disabling health conditions who are experiencing homelessness in Orange County. There are an anticipated 829 supportive housing units that are leasing up in 2022 after the Point in Time Count was conducted, as well as units projected in the supportive housing pipeline, leaving a need for the creation of 2,396 supportive housing units during the period of this updated strategy.

Projected Revised Supportive Housing (SH) Unit Goal (by Population and Unit Type):

Supportive Housing Goal by Population	Studio/1 Bedroom	2 or 3 Bedroom	Total
Homeless Individual	330		330
Chronically Homeless Individual	2,820		2,820
Homeless Family		75	75
Total SH Unit Production Goal: 2022 to 2029	3,150	75	3,225
Units not leased up by 02/22 + Orange County Supportive Housing pipeline units currently assembling financing			829
Supportive Housing Unit Production Goal (2022 - 2029)			2,396

The Supportive Housing Unit production goal is a subset of the Regional Housing Needs Assessment (RHNA) numbers that communities are planning for with the update of their Housing Elements. It recognizes a specific type of housing that needs to be funded and developed as part of the plans to develop the housing needed for extremely low-income households in Orange County.



AFFORDABLE/SUPPORTIVE HOUSING RESOURCES

Financing affordable and supportive housing requires the use of diverse funding sources, including local, state, and federal funds as well as private equity. There is no single source of public or private funding that will fully fund any single supportive/affordable housing development. Funding partnerships and leveraging of public resources are critical to the success of providing for new supportive/affordable housing opportunities within the County of Orange, California.

Affordable/Supportive Housing requires three types of funding resources:

1. Capital Funding – to build the housing infrastructure;
2. Operating Funding – to ensure the affordability of housing for tenants and the long-term operation of the housing development; and,
3. Resident/Supportive Services Funding – to provide support services to residents to ensure their housing stability and promote housing retention.

Capital Funding Sources

The funding programs described below have been identified as potential investment sources or public subsidies available from state and/or federal agencies to build the housing infrastructure for the production of supportive/affordable housing in Orange County that meets the goals set forth within this funding strategy.

Federal and State Low-Income Housing Tax Credits (LIHTC) and Tax-Exempt Bond Financing

The LIHTC financing program subsidizes the acquisition, construction and rehabilitation of affordable rental housing for low- and moderate-income tenants. Through the tax credit program, private investors make cash investments in return for reductions in tax liabilities from the state and/or federal government. The 9% tax credit program is highly competitive and is combined with taxable hard debt. The 4% tax credit program is combined with tax-exempt bonds, which now has a competitive process for the allocation. This is a very complicated and competitive financing program, but critical to the long-term financing of affordable/supportive housing developments. Typically, 30% to 50% of total funding needed for a housing development is provided through the federal and state LIHTC financing programs. Local funding must be contributed in order for developers to be competitive in obtaining tax credit and bond financing.

Funding Program	Type of Housing Activity Funded	Est. Amount Available Funds Annually (CA state-wide)
9% Federal LIHTC	New construction and rehabilitation projects	\$100 million
4% Federal LIHTC	New construction and rehabilitation projects, and funded with federal subsidies and/or tax-exempt bonds	\$125 million
California LIHTC	New construction of multifamily housing projects.	\$300 to \$500 million

>>>



HOME Investment Partnerships Program (HOME), Community Development Block Grant (CDBG) Program, and Section 108 Loans

HOME is a federally funded program and assists cities, counties, developers, Native American Entities and nonprofit Community Housing Development Organizations (CHDOs) to create and retain affordable housing. Grants and low-interest loans are available. Eligible activities include: housing rehabilitation, new construction and acquisition and rehabilitation, for multifamily projects. It also provides new construction and down payment assistance for single-family projects, first-time homebuyer assistance, owner-occupied rehabilitation, and tenant-based rental assistance programs, and predevelopment loans for CHDOs. All activities must benefit low-income renters, homebuyers and homeowners.

CDBG is a federally funded program and assists in meeting the community needs of lower income households, aids in the prevention or elimination of slums and blight, or meets an urgent need. For housing purposes, CDBG funds can be used for single and multi-family rehabilitation, rental housing acquisition or homeownership assistance, and other activities that support new housing construction (such as acquisition of property).

Section 108 Loan Program is a federally funded program and provides CDBG recipients with the ability to leverage their annual grant allocation to access low-cost, flexible financing for housing and other CDBG eligible projects. Communities can use Section 108 guaranteed loans to either finance specific projects or launch loan funds to finance multiple projects over several years. Flexible repayment terms allow it to be layered with other sources of community and economic development financing including, but not limited to, New Market Tax Credits (NMTC), Low Income Housing Tax Credits (LIHTC), and Opportunity Zone equity investments.

HUD 811 and 202 (Federal)

HUD 811 and 202 HUD 811 and 202 is federal funding which may be available in the future. When funding is available, HUD will issue Notice of Funding Availability (NOFA) and solicit applications for Section 811 and Section 202 funding. This funding can be used for capital and operating subsidies (through rental assistance). HUD provides project rental assistance contracts for properties developed using Section 811 capital advances; this covers the difference between the HUD-approved operating cost of the project and the amount the residents pay — usually 30% of adjusted income. The initial term of the project rental assistance contract is 3 years and can be renewed if funds are available. The Section 202 HUD program also provides interest free capital advances to finance the construction, rehabilitation or acquisition with or without rehabilitation of structures that provide supportive housing for very low income elderly persons, and also provides rent subsidies. Both programs are provided to private, nonprofit sponsors. Public agencies are not eligible for the funding.

>>>



Funding Program	Type of Housing Activity Funded	Est. Amount Available Funds
HOME Program	Housing Rehabilitation, New Construction, Acquisition and Rehabilitation – multifamily projects New construction and down payment assistance - single family First-time homebuyer assistance Owner-occupied rehabilitation Tenant-based rental assistance Predevelopment loans - CHDOs	\$1 million Estimated annual County Allocation
CDBG Program	Single and Multi-family Rehabilitation Rental housing acquisition or homeownership assistance Activities that support new housing construction (e.g., property acquisition)	\$3.6 million Estimated annual County Allocation
Section 108 Loan Program	Must meet CDBG objectives; Acquisition of real property; rehabilitation of publicly owned real property; housing rehabilitation eligible under CDBG; construction, reconstruction or installation of public facilities for housing; related relocation, clearance and site improvements; in limited circumstances, affordable housing construction	Up to 5 times the latest approved CDBG entitlement amount, minus any outstanding Section 108 commitments and/or principal balances on Section 108 loans. Maximum repayment period for a Section 108 loan is 20 years.
Section 811/202	Interest Free capital advances to nonprofit sponsors to help finance the development of rental housing such as independent living projects, condominium units and small group homes with the availability of supportive services for persons with disabilities. The capital advance can finance the construction, rehabilitation or acquisition with or without rehabilitation of supportive housing. HUD also provides project rental assistance contracts for properties developed using Section 811 capital advances	Funding available when Notice of Funding Availability (NOFA) is issued by HUD. Amount of funding available will be indicated in the NOFA

State of California, Grants and Loans - Housing and Community Development (HCD) Department

The State Housing and Community Development (HCD) Department, administers a number of funding programs that provide grants and loans (from both state and federal housing programs) to create more rental and homeownership opportunities throughout the State of California. These programs are diverse and funding developments which meet the special needs of a variety of populations, including veterans, seniors, young families starting out, people with disabilities, farmworkers and individuals and families who are experiencing

>>>



homelessness. Over the past 30 years, HCD has provided more than \$3 billion in state and federal funding for the development of affordable housing and associated infrastructure. Each year HCD posts its Notice of Funding Availability (NOFA) Calendar and indicates its targeted release dates for draft guidelines, NOFAs, and awards as well as NOFA application due dates. Link to calendar: [Notice of Funding Availability \(NOFA\) Calendar | California Department of Housing and Community Development](#)

In 2022, HCD combined four programs into a **SuperNOFA**: Infill Infrastructure Grant Program (IIG); Joe Serna Jr. Farmworker Housing Grant, Multifamily Housing Program (MHP); and Veterans Housing and Homelessness Prevention Program (VHHP). This action was taken to streamline the funding programs and provide for a coordinated single application and award process, and speed up the processing time in accordance with Assembly Bill 434. The goal is to accelerate housing production.

Affordable Housing and Sustainable Communities Program (AHSC) funds land-use, housing, transportation, and land preservation projects to support infill and compact development that reduces greenhouse emissions. Three project areas have been identified to implement this funding strategy: transit-oriented development area; integrated connectivity project area; or rural innovation project area.

No Place Like Home Program (NPLH) was created through legislation in 2016 and dedicates up to \$2 billion in bond proceeds to invest in the development of supportive housing for persons who need mental health services and are experiencing homelessness, chronic homelessness, or who are at risk of chronic homelessness. The bonds are repaid by funding from the Mental Health Services Act (MHSA). In 2018, voters approved Proposition 2, authorizing the sale of up to \$2 billion of revenue bonds and the use of a portion of Proposition 63 taxes for the program. There are two parts to this funding program: 1) noncompetitive allocation which is distributed by formula allocation to each County based on their 2017 homeless point-in-time count with a minimum of \$500,000; and 2) competitive allocation. It is important to note that the last anticipated round of No Place Like Home (NPLH) funding occurred in 2022.

NPLH funding is for supportive housing utilizing low barrier tenant selection practices that prioritize vulnerable populations and offer flexible, voluntary, and individualized supportive services. Counties must commit to provide mental health services and help coordinate access to other community-based supportive services.

Homekey 2.0 builds upon the success of Project Room Key and the first Homekey round; it continues a statewide effort to sustain and rapidly expand housing for persons experiencing homelessness or at risk of homelessness, and who are inherently impacted by COVID-19 and other communicable diseases. The money is available to cities, counties, or other local public entities, such as a housing authority or tribal entity within California (as well as in partnership with a private housing developer). The deadline for capital expenditures is eight

>>>



months from the date of funding award, per statute. Operating funds are also available through this funding program, and must be fully expended by June 30, 2026. (Anticipate Homekey 3.0 NOFA in early 2023).

Funding Program	Type of Housing Activity Funded	Est. Amount Available Funds Annually (CA state-wide)
Infill Infrastructure Grant Program (IIG)	New infill development and rehabilitation of infrastructure that supports higher-density affordable and mixed-income housing	\$300 million
Joe Serna Jr. Farmworker Housing Grant	Multifamily housing, new construction or rehabilitation, and single family owner-occupied	\$75 million
Multifamily Housing Program (MHP)	Affordable multifamily rental and transitional, new construction, acquisition, rehabilitation and conversion housing developments	\$200 million
Veterans Housing and Homelessness Prevention Program (VHHP)	Multifamily rental housing containing supportive housing, transitional housing and affordable housing for veterans and their families	\$100 million
Affordable Housing and Sustainable Communities Program (AHSC)	New construction, acquisition and substantial rehabilitation, including preservation or conversion for affordable housing; housing related infrastructure.	\$400 million Note: 50% of funds set aside for affordable housing developments and 50% set aside for projects benefitting disadvantaged community; a single project can address both set-asides
No Place Like Home	Supportive housing for persons experiencing homelessness and have a serious mental illness diagnosis	Noncompetitive Allocation \$190 million total (formula allocation to County based on 2017 homeless point in time count) Competitive Allocation Up to \$1.8 billion
Homekey 2.0	Broad range of housing types, including hotels, motels, hostels, single-family homes and multifamily apartments, adult residential facilities, and manufactured housing, and to convert commercial properties and other existing buildings to Permanent or Interim Housing for the target population	\$1.4 billion (FY2021-22) Note: \$1.2 million is derived from the Coronavirus State Fiscal Recovery Fund established by the federal American Rescue Plan Act of 2021; \$250 million comes from state General Funds.

>>>



Local Housing Trust Fund

The Orange County Housing Finance Trust (OCHFT) was formed in 2019 as a joint powers authority between the County of Orange and the cities throughout the County. The OCHFT was created for the specific purpose of funding housing for persons experiencing homelessness and for persons and families of extremely low, very low and low income within the County of Orange. For projects to be eligible for this funding, the project location must be within the unincorporated County of Orange or within Trust member cities. The only exception is for projects seeking only MHSA funding from OCHFT, which is required to be available County wide (including non-member cities). Projects must include a minimum of 5 units which are assisted by funding through the OCHFT. All projects must provide permanent supportive or affordable housing restricted to persons or families who qualify as extremely low income; they must also provide a plan for supportive services and eventually funding for the provision of those services.

Funding Program	Type of Housing Activity Funded	Est. Amount Available Funds Annually (CA state-wide)
Orange County Housing Finance Trust	Permanent supportive or affordable rental housing through new construction, acquisition/rehabilitation, and/or conversion of commercial and light industrial to residential use on a case-by- case basis for extremely low income households.	10-12 million Note: Funds are comprised of County Mental Health Services Act, County General Fund, and State of California – Local Housing Trust Fund Program.

Permanent Local Housing Allocation Formula Program

In 2017, the Building Homes and Jobs Act (SB 2) established a \$75 recording fee on real estate documents to increase the supply of affordable homes in California. The amount of funding available from year to year fluctuates because the number of real estate transactions vary each year. From 2019 and beyond, 70% of the funding available provides assistance to locally administered affordable housing activities; the remaining 30% of funding is used for other state administered programs with 15% to mixed-income multifamily rental housing, 5% for a production incentive program and 10% for farmworker housing. This funding is provided in the form of grants to local governments in California for housing-related projects and programs that assist in addressing the unmet housing needs of their communities.

Funding Program	Type of Housing Activity Funded	Est. Amount Available Funds Annually (CA state-wide)
Permanent Local Housing Allocation Formula Program (PLHA)	New construction to meet local government RHNA allocation Affordable housing for households at 60% AMI or below Assistance for persons experiencing homelessness or at risk of homelessness Assistance to affordable owner-occupied workforce housing Facilitate housing affordability, particularly for lower and moderate income households	Amounts vary from year to year For 2022, County of Orange has been awarded \$1,977,337 to be used for rental subsidies (homeless), accessibility improvements to ownership units, and production of housing Formula grants to entitlement and non-entitlement jurisdictions based on the formula prescribed under federal law for the Community Development Block Grant Program Note: applications for the formula allocation must be submitted within 48 months of the budget appropriation Competitive grants to non-entitlement jurisdictions. >>>



Cities within the County of Orange also receive PLHA funding, which could provide some financial partnership opportunities. The amounts of funding for 2022 and anticipated funding activities are noted below:

City	Annual Amount of PLHA Funding	Eligible Activities <i>As defined in each local jurisdiction's PLHA Plan</i>
Garden Grove	\$1,545,517	Matching funds and homeownership assistance
Orange	\$944,217	Homeless Assistance, which includes construction of housing
Santa Ana	\$4,357,828	Homeless Assistance, which includes construction of housing
Rancho Santa Margarita	\$157,602	Homeless Assistance, which includes construction of housing
Mission Viejo	\$321,250	Homeless Assistance, which includes construction of housing
Fullerton	\$1,070,068	Homeless Assistance, which includes construction of housing
Huntington Beach	\$852,531	Homeless Assistance, which includes construction of housing
Tustin	\$599,257	Homeless Assistance, which includes construction of housing
Newport Beach	\$433,244	Homeless Assistance, which includes construction of housing
Anaheim	\$3,349,981	Production of Affordable Housing, including operating subsidies, for lower income households.
Costa Mesa	\$821,579	Homeless Assistance, which includes construction of housing
Fountain Valley	\$1,524,968	Homeless Assistance, which includes construction of housing
Irvine	\$1,178,131	Production of Affordable Housing, including operating subsidies, for lower income households; production of housing, including accessory dwelling units (ADUs) for moderate income households
Laguna Niguel	\$391,868	Homeless Assistance, which includes construction of housing; accessibility modifications for low income homeowners
San Clemente	\$482,867	Homeless Assistance, which includes construction of housing
Westminster	\$793,596	Homeless Assistance, which includes construction of housing
Yorba Linda	\$165,580	Homeless Assistance, which includes construction of housing
	\$18,990,084	Total Annual PLHA funding in the region

Note: San Juan Capistrano recently joined the Urban County. However the city needs to apply to the State for the funding, which is pending.

>>>



National Housing Trust Fund

A federal program to increase and preserve the supply of affordable housing, with an emphasis on rental housing for extremely low-income households. For federal years 2018 to 2021 the national funding is used for Housing for a Healthy California (HHC) Article 1 Program. The HHC program creates supportive housing for individuals who are recipients of or eligible for health care provided through the California Department of Health Care Services, Medi-Cal program. The financing is provided as a deferred payment loan or forgivable loan.

Through the Housing for a Healthy California, capital loans and operating reserve grants will be provided to developers for the creation of Supportive housing for people who are experiencing chronic homelessness, or are homeless and high-cost health users.

Funding Program	Type of Housing Activity Funded	Est. Amount Available Funds Annually (CA state-wide)
Housing for a Healthy California	New construction of permanent housing for extremely low-income households	\$160 million made available through a NOFA – competitive process; 70% of funds available to California developers

Transformative Climate Communities Program Implementation Grant

The California Strategic Growth Council along with its partner agency, the Department of Conservation, makes funding available on an annual basis for projects that reduce greenhouse gas emissions through the development and implementation of neighborhood-level transformative climate community plans that include multiple coordinated GHG emissions reduction projects that provide local economic, environmental and health benefits to disadvantaged communities. Applicants must implement a minimum of three projects associated with the following strategies through a Collaborative Stakeholder Structure: equitable housing and neighborhood development, affordable housing land acquisition, transit access, and mobility, solar installation and energy efficiency, water efficiency, recycling and waste management, urban greening and green infrastructure, land conservation, health and well-being.

Funding Program	Type of Housing Activity Funded	Est. Amount Available Funds Annually (CA state-wide)
Transformative Climate Communities Program (grant)	Multiple projects within a single funding application; equitable housing and neighborhood development; affordable housing land acquisition. Grant funding for projects that reduce greenhouse emissions.	\$106 million Eligible applicants represent collaborative partners that compete for 3 large grants

>>>



Operating Funding Sources

The funding programs described below have been identified as potential investment sources or public subsidies available from state and/or federal agencies to ensure the affordability of housing for tenants and the long-term operation of the supportive/affordable housing produced in Orange County that meets the goals set forth within this funding strategy.

Operating funding or subsidies are a key element of supportive housing in order to ensure that housing is affordable to tenants with histories of homelessness and disabling health conditions, while enabling a property to be financially feasible over the long term. Operating subsidies are required due to the very low affordable rents which are necessary to allow for rehousing of people experiencing homelessness, and other very low and extremely low-income households. Partnerships with Public Housing Authorities (PHAs), successor redevelopment and/or housing agencies, and cities located within Orange County offers opportunities for operating subsidies. There are also some state and federal funding programs which can assist with operating subsidies, and/or provide funding for resident supportive services.

The following programs or funding sources can assist with subsidizing the operations of supportive/affordable housing:

Project-Based Vouchers – Section 8 Rental Assistance (Federal) – provide rental subsidies to supportive housing developments that backfill extremely low-income affordable rental rates for supportive housing tenants that assists with meeting operational needs of the developments. Project-based housing choice vouchers are specific to each development and are not portable; the subsidies remain with the unit when the tenant relocates to another development.

- **HUD VASH** – This program combines U.S Department of Housing and Urban Development's (HUD) Housing Choice Voucher rental assistance for Veterans experiencing homelessness with case management and clinical services provided by the U.S Department of Veterans Affairs (VA). The program is administered in partnership with HUD and the VA. HUD publishes an annual HUD-VASH Registration of Interest Notice containing detailed instructions that PHA must follow if they are interested in receiving a portion of the available vouchers. HUD-VASH vouchers are renewed annually based on actual PHA leasing along with all other housing choice vouchers.

Tenant-Based Vouchers – Section 8 Rental Assistance (Federal) - provide rental subsidies that backfill lower income affordable rental rates for permanent supportive/affordable housing tenants that assists with meeting operational needs of the developments. Tenant-based housing choice vouchers, however, are portable; the subsidies move with the tenant. They can provide operational subsidies, however, both short and long term depending on how long a tenant retains housing at the development.

>>>



Non-Elderly Disabled (NED) Vouchers – Section 8 Rental Assistance (Federal) provide rental assistance to enable non-elderly disabled families, who would have been eligible for PHA unit if occupancy of the unit or entire project had not been restricted to elderly families only through an approved Designated Housing Plan. The NED vouchers may also assist non-elderly families living in a designated unit/project/building to move from that project if they so choose.

- **Category 2 NED Vouchers** – these vouchers enable non-elderly persons with disabilities to transition from nursing homes and other healthcare institutions into the community. Only persons currently living in healthcare institutions (excluding board and care facilities) are eligible to apply for these vouchers. To be eligible, a person must be transitioning from a nursing home or other healthcare institution and must be provided services needed to live independently in the community.

No Place Like Home (NPLH) – provides funding for a Capitalized Operating Subsidy Reserve (COSR) that can be used to backfill operational revenue gaps due to extremely low income rents set for supportive housing tenants; the rental income provided by the tenant is not sufficient to meet operational needs for the extremely low income unit, and the COSR can be used to supplement the rental revenue for that unit to all for full operational cost reimbursement.

Housing for A Healthy California (HHC) – provides funding to create supportive housing for individuals who are recipients of or eligible for health care provided through the California Department of Health Care Services, Medi-Cal Program. These monies can be used for acquisition, new construction, reconstruction, rehabilitation, administrative costs, as well as COSR and rental subsidies/rental assistance for existing and new supportive housing opportunities to assist the target population.

HUD 811 and 202 (Federal) - When funding is available, HUD will issue Notice of Funding Availability (NOFA) and solicit applications for Section 811 and Section 202 funding. This funding can be used for capital and operating subsidies (through rental assistance). HUD provides project rental assistance contracts for properties developed using Section 811 capital advances; this covers the difference between the HUD-approved operating cost of the project and the amount the residents pay – usually 30% of adjusted income. The initial term of the project rental assistance contract is three years and can be renewed if funds are available. The Section 202 HUD program also provides interest free capital advances to finance the construction, rehabilitation or acquisition with or without rehabilitation of structures that provide supportive housing for very low income elderly persons, and also provides rent subsidies. Both programs are provided to private, nonprofit sponsors. Public agencies are not eligible for the funding.

Multifamily Housing Program (MHP) - provides funding through low-interest, long-term deferred-payment loans for new construction, rehabilitation, and preservation of permanent and transitional rental housing for lower-income households. Eligible use of funds include capitalized operating reserves and capitalized replacement reserves up to the amount of the initial deposit required by the Department pursuant to UMR Sections 8303(b) and 8309(b).

>>>



Services Funding Sources and Partnerships

The funding programs described below have been identified as potential investment sources, public subsidies or funding partnerships available to provide support services to residents to ensure their housing stability. This is aligned with the best practices, guiding principles and commitments of the Housing Pillar as detailed in the Homeless Systems Pillar Report for the development of supportive and affordable housing.

Supportive housing is a combination of affordable housing and supportive services designed to help vulnerable individuals and families use stable housing as a platform for health, recovery and personal growth. The Homeless System Pillar Report states, "All people can achieve housing stability in permanent housing if they are provided the right supports, such as coordinating and building access to services is equally valuable for residents in affordable developments serving low- and moderate-income households as in supportive housing developments for the most vulnerable individuals and families." Quality affordable and supportive housing requires resources for capital to build or renovate the housing unit, revenue to support operations at the property, and funding to support direct service or coordination to connect residents to services. Property owners and providers are challenged to identify and coordinate resources from a wide range of sources – public and private – and to repeat the resource search year after year to maintain continued services for existing and new residents.

This 2022 Housing Funding Strategy provides information on various funding sources for supportive services, but also acknowledges the need to continuously seek new opportunities for partnerships and additional funding. There are many stakeholders across communities that have vested interest in supporting services for vulnerable populations, including mainstream and special population health programs. The following programs can provide service partnerships in supportive housing with careful attention to the agreements and relationships that enable services for supportive housing tenants:

California Advancing and Innovating Medi-Cal (CalAIM)

CalAIM is a multi-year initiative by the State of California Department of Health Care Services (DHCS) to transform and strengthen Medi-Cal, offering the people served a more equitable, coordinated, and person-centered approach to service delivery. CalAIM is the state's multiyear plan to transform and expand California's Medi-Cal program with the goal of improving participants' health outcomes by meeting participants' comprehensive needs through coordinated services and the whole person care approach. CalAIM services in Orange County are delivered through CalOptima Health. A wide-array of new benefit are available to Medi-Cal recipient in Orange County, including enhanced care management, housing transition navigation services, housing tenancy and sustaining services, housing deposit support, recuperative and medical respite care, short-term post-hospitalization housing, day habilitation programs, personal care and homemaker services, medically tailored meals and medically supportive food as well as sobering center.

>>>



Program of All-inclusive Care for the Elderly (PACE)

The PACE program is a community-based Medicare and Medi-Cal program that provides a wide range of medical and social services to frail, community-dwelling elderly individuals. A person qualifies for PACE if she or he is 55 years of age or older, meets the requirement for skilled nursing home care, lives within a PACE service area and is able to live in the community safely. PACE program consists of an interdisciplinary team of health professionals that provides participants with coordinated care. Services include medical care, in-home care, therapy, rehabilitation services, social services, nutritional services, and transportation support. PACE providers also contract with mental health specialists to deliver behavioral health support. The array of services allows the participants to live independently at home and in the community. In Orange County PACE is provided by CalOptima Health, AltaMed and Innovative Integrated Health. There are successful models PACE supports provided in conjunction with affordable/supportive housing developments to create a coordinated and robust wrap-around service for seniors exiting homelessness and transition.

Mental Health Services Act (MHSA) Services

MHSA programs provide a variety of services to low-income adults living with severe and persistent mental illness, and children living with severe emotional disorders and their families. In conjunction with supportive housing, MHSA programs are designed to help individuals and families break the cycle of homelessness, improve mental and physical health well-being, enhance employment readiness and ultimately be successful in their housing placements, and integration into the community. Supportive services programs are provided on-site or in the participant’s homes, promoting easy access to services. In addition, most housing sites are located near public transportation routes in order to enhance residents’ access to transportation, as many residents do not own a car. To be eligible for MHSA-funded supportive housing, a person must be diagnosed with severe and persistent mental illness or children diagnosed with severe emotional disorders and are experiencing homelessness or at risk of homelessness.

Federally Qualified Health Centers (FQHCs)

FQHCs are community-based health service providers that deliver health care and other supportive services to vulnerable and underserved population in a specific geographic area. FQHCs are designed to provide comprehensive and culturally competent primary health care, as well as supportive services such as case management, behavioral health, health education, nutritional services, translation, and transportation. FQHCs in Orange County is a vital service utilized by supportive housing tenant. Through the multitude of health and supportive services, participants are able to meet their health needs, enhance their individual wellbeing and thus improve their housing stability and break the cycle of homelessness.

>>>



Community Development Block Grant (CDBG) Funding – Public Services Allocation

The County of Orange (County) and Entitlement Cities in Orange County can use up to 15% of their annual CDBG entitlement for social service type programs. These jurisdictions could potentially fund private, non-profit or other organizations that provide resident supportive services to tenants in supportive housing developments. This is not an ongoing operational source of funding because organizations must compete for the funding each year, but it could provide some additional resources for programming on an annual basis for supportive housing developments.

Additional Service Partners:

- Health Partners: It is important to identify local health partners (such as hospitals, crisis centers, substance use disorder treatment services, and other health resources in Orange County) who provide responsive services that can assist in maintaining residential stability in housing.
- Local Philanthropy: In addition, local philanthropy will be a critical partner in all of these efforts, providing crucial supports to address funding gaps and spurring innovative approaches to ending homelessness in Orange County.

Potential Future Funding Sources for production and/or operation of affordable/supportive housing:

- Homeless Housing, Assistance and Prevention Program (HHAP)
- HOME American Rescue Plan Act (ARPA)
- Portfolio Reinvestment Program (PRP)
- Excess Sites Local Government Matching Grant Program (LGMG)
- Current funding proposals/propositions that are expected as upcoming ballot measures

Support Services Needs and Funding Gap

A critical element of supportive housing is tenant centered support services which enable supportive housing tenants to connect with the services that meet their health and behavioral health needs and support housing retention. It is estimated that the funding gap for the support services needed for the 2,396 unit goal is \$350 million.¹⁰

¹⁰ This is the projected annual services cost gap over 15 years of operations. This estimate takes into account available programs and services that are projected to be available for supportive housing tenants such as County of Orange Health Care Agency Mental Health and Recovery Services, Veterans Affairs Medical Center, CalAIM, and other in-kind support services. It is estimated that the majority of tenants will have experiences of chronic homelessness and an average services costs of \$15,000/year in the first year.



CAPITAL FUNDING AND OPERATING SUBSIDY NEEDS

Cumulatively, in planning to create 2,700 units of supportive housing in the original 2018 Housing Funding Strategy, there was a funding “gap” estimated at a total of \$703 million (representing \$353 million in funding needed for capital expenses to develop the properties and \$350 million in rental/operating subsidies to ensure the supportive housing units are affordable to people with histories of homelessness), along with an additional gap in resources to provide services in supportive housing. This significant funding gap in capital and ongoing operating subsidies has greatly limited the supportive housing development pipeline to date, and will continue to limit future development if additional resources are not committed to supportive housing production.

Capital Funding Review

For comparison and analysis purposes, a review of the financial modeling used in 2018 was completed and then updated for 2022. In reviewing the projections provided below, please note that the 2018 Housing Funding Strategy estimated that the noted units (2,700) would be financed over six years but produced over a seven-year period. The 2022 funding projections are estimated for the anticipated units that need to be financed (2,396 total) over six years and also produced over a seven-year period.

Capital Funding Needs Projections

Costs and Funding	2018 Modeling	2022 Modeling	Notes
Total # of Projected Supportive Housing Units	2,700	2,396 ¹¹	
Total Cost Estimate	\$930,000,000	\$1,317,800,000	Per unit total development costs have increased from approximately \$345,000/unit to \$550,000/unit
Projection of Total Funds Available (non-County/city sources)	\$576,550,000	\$988,350,000	
Projection of Local Funding Gap (local sources needed – County (18%)/cities (7%))	\$353,450,000 38%	\$329,450,000 25%	Projection of capital funding needed from local sources in Orange County over the next six years: <ul style="list-style-type: none"> Local cities: \$92,246,000 (7%) Orange County: \$237,204,000 (18%)¹²

>>>

11 This includes the updated 1,926 supportive housing unit production goal, plus the 470 supportive housing units that are assumed will be added in 2024 and 2025 to the current Orange County supportive housing pipeline.

12 Projections also show a shortfall off \$458,350,000 in funding from other sources that will need to be identified in order to meet the projected unit goal, on the next page.



The 2018 Housing Funding Strategy identified the importance of attracting significant additional capital investment in Orange County to maximize housing development, including ensuring affordable and supportive housing projects in Orange County were successful in securing funding from State of California Department of Housing and Community Development (HCD), such as the Multi-Family Housing Program (MHP),¹³ the Veterans Housing and Homelessness Prevention (VHHP) Program, as well as annual requests for State Budget funding. The Housing Funding Strategy also noted that new funding sources were needed to meet the demand for funding.

In the financial modeling for the 2022 Housing Funding Strategy, the funding projections builds upon the success experienced by the County to date in attracting financial investment in supportive/affordable housing from non-local sources. The assumptions for development costs and funding availability were also updated, with the impacts heavily influenced by the pandemic. The total development cost estimate for supportive housing increased from approximately \$345,000 per unit (2018) to approximately \$550,000 per unit (2022); this represents a 59% increase in development costs over four years largely due to increasing land costs as well as pandemic-related construction supply cost increases which are expected to have an ongoing cost accelerator impact for several more years.

The assumptions were also updated for projections of gap financing needed from local sources (city and County). On average, since 2018 about 5% to 7% of project gap financing was contributed by local cities and 18% to 20% by the County. These financial contributions were sufficient to allow housing developers to leverage other state, federal and/or private funding sources to finance the development of supportive/affordable housing in the County.

The following chart summarizes the projections of capital financing needed to develop supportive housing in Orange County, based on the projected goals

Capital Financing Summary		
	2018 Estimates <i>(2,700 unit goal)</i>	2022 Estimates <i>(2,396 unit goal)</i>
Local Financing (Cities and County)	\$200,800,000	\$329,450,000
State HCD Funding	\$63,750,000	\$90,000,000.00
9% Low Income Housing Tax Credits	\$48,000,000	\$68,000,000.00
4% Low Income Housing Tax Credits	\$120,000,000	\$170,000,000.00
Mortgage/Bonds	\$132,000,000	\$185,000,000.00
Other Sources (e.g. Deferred Developer Fee; AHP; etc.)	\$12,000,000	\$17,000,000.00
Total projected available (all sources)	\$576,550,000	\$859,450,000
Total Capital Funding Needed to reach unit goals:	\$930,000,000	\$1,317,800,000
Total Capital Gap:	-\$353,450,000.00	-\$458,350,000

>>>

¹³ Orange County projects have not received any MHP funding commitments to date.



Operating and Supportive Services Subsidy Review

The 2018 Housing Funding Strategy identified a clear need for additional operating/ rental subsidies to successfully develop 2,700 financially viable supportive housing units, recognizing the extremely low incomes of people coming from homelessness. There was operating subsidy gap as well as an estimated shortfall in subsidy for supportive housing units. In 2022, unfortunately, the situation is not better. The County is committing all available locally controlled operating subsidies (including Project Based Section 8 Housing Choice Vouchers, as well as other special purpose operating subsidies), and actively pursuing any opportunities to bring additional operating subsidies to Orange County. This means that there is a projected operating subsidy gap for all of the projected operating subsidy need (2,396) for supportive housing units in Orange County.

Operating/Rental Subsidy Needs

	2018 Modeling	2022 Modeling
Total # of Projected Supportive Housing Units	2,700	2,396
Estimated Operating Subsidy Gap (15 years)	\$350,000,000	\$495,000,000
Estimated shortfall of rental/operating subsidies for supportive housing units	1,375	1,696 ¹⁴



CASA PALOMA
MIDWAY CITY (ORANGE COUNTY)
AMERICAN FAMILY HOUSING

14 Assumes commitment of 100 operating subsidies per year (e.g. Project Based Section 8 or Capitalized Operating Subsidy Reserve (COSR) from local Orange County sources.

2022 HOUSING FUNDING STRATEGY RECOMMENDATIONS & NEXT STEPS

In building on the successful and unprecedented investments in supportive housing across Orange County since 2018, the following recommendations outline specific strategies to continue to maximize supportive housing production in the Orange County region:

- Maximize competitiveness for capital and operating funding by aligning local, flexible resource commitments.
- Dedicate additional funding to housing development and operating subsidies; continue to refine funding policies that maximizes supportive housing developers' ability to attract other investors.
- Maximize the ability of all Public Housing Authorities (PHA) in the region to use Special Purpose Vouchers and Project-Based Section 8 Housing Choice Vouchers; up to the caps allowed for the available tenant-based vouchers managed by a PHA to be project-based to a specific unit in a development, based on available funding (the subsidy remains with the unit).
- Continue building investments from the 34 cities and the County of Orange in the Orange County Housing Finance Trust.
- Explore the outcomes of the Permanent Local Housing Allocation funding and the possibility of investing funds in supportive housing production or operations.
- Prioritize supportive housing for people experiencing chronic homelessness and design and invest in supportive housing resources for special populations, including veterans, seniors, Transitional Aged Youth, and people with a history of justice involvement.
- Build partnerships with mainstream supportive services (e.g. Federally Qualified Health Centers; Managed Care/CalOptima Health; California Advancing and Innovating Medi-Cal (CalAIM) and Program for All Inclusive Care for the Elderly (PACE) initiatives; etc.).
- Build on collaborative regional investments in supportive housing development and pursue an expanded Coordinated Funding structure. This allows funders to develop shared priorities to target beneficiaries and improve service delivery. Coordinate discussions between funders focused on breaking down barriers and "silos" and helping to realize common goals and benefits.
- Incorporate the best practices, guiding principles and commitments of the Housing Pillar as detailed in the Homeless Systems Pillar Report into the development of supportive housing to ensure stability and sustainability for people exiting from homelessness into housing, as created by the County's Commission to End Homelessness and accepted by the Board of Supervisors.



◆ APPENDIX A | ACRONYMS/DEFINITIONS

Affordable housing: A general term applied to public- and private-sector efforts to help low- and moderate-income people purchase or lease housing. As defined by the U.S. Department of Housing and Urban Development (HUD), any housing accommodation for which a resident/tenant household pays 30% or less of its income.

Area Median Income (AMI): A figure calculated by HUD based on census data, for specific size households in a specific area. The median income divides the income distribution into two equal groups, one having incomes above the median, and the other having incomes below the median.

At risk of chronic homelessness: An adult or older adult with a serious mental disorder or seriously emotionally disturbed children or adolescents who are exiting institutionalized settings such as jail or prison, hospitals, or long-term residential treatment and were experiencing homelessness prior to admission; transition- age youth (TAY) experiencing homelessness or with significant barriers to housing stability and with a history of foster care or involvement with the juvenile justice system; and persons, including TAY, who prior to entering into a facility or institutional care such as a state hospital, hospital behavioral health unit, hospital emergency room, institute for mental disease, psychiatric health facility, mental health rehabilitation center, skilled nursing facility, developmental center, residential treatment program, residential care facility, community crisis center, board and care facility, prison, parole, jail or juvenile detention facility, or foster care, have a history of experiencing homelessness with one or more episodes in the 12 months prior to entering into one of the above-mentioned facilities. A person's history of experiencing homelessness may be documented within a local coordinated entry system. The definition of "homeless" according to HUD 24 CFR Section 578.3 and its length-of-stay limitations shall not apply to those who have resided in the above-named settings; and homeless persons who prior to entry into the above-named settings resided in any kind of publicly or privately operated temporary housing, including congregate shelters, transitional, interim, or bridge housing, or hotels/motels.

At risk of homelessness: An individual or family that is coming out of a treatment program, institution, transitional living program, halfway house, or jail and has no place to go; is living in a situation where they are at great risk of losing their housing; is in need of supportive services to maintain their tenancy; or is living in an inappropriate housing situation (i.e., substandard housing, overcrowding, etc.).

Capitalized operating subsidy reserve (COSR): The reserve established to address project operating deficits attributable to units assisted with rental subsidies.

Case management: The overall coordination of an individual's use of services, which may include medical and mental health services, substance use services, and vocational training and employment. Although the definition of case management varies with the model it follows, local requirements, and staff roles, a case manager often assumes responsibilities for outreach, advocacy, and referral on behalf of individual clients.

Chronic Homeless/Chronically homeless: HUD defines this as an individual or family who: (i) is homeless and lives or resides in a place not meant for human habitation, a safe haven, or in an emergency shelter; (ii) has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least year or on at least four separate occasions in the last three years; and (iii) has an adult head of household (or a minor head of household if no adult is present in the household) with a diagnosable substance use disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of two or more of those conditions. Additionally, the statutory definition includes as chronically homeless a person who currently lives or resides in an institutional care facility, including a jail,

>>>



substance abuse or mental health treatment facility, hospital, or other similar facility, and has resided there for fewer than 90 days if such person met the other criteria for homeless prior to entering that facility.

Continuum of Care: Defined by HUD as “a community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.”

Coordinated Entry System (CES): The system that ensures all people experiencing a housing crisis have fair and equal access, and are quickly identified, assessed for, referred, and connected to housing and homeless assistance based on their needs and strengths, no matter where or when they present for services. This moves from being project focused to client focused and eliminates different forms and assessment processes, maximizes resources by matching highest need clients with most intensive resources, and increases coordination.

Cost Burdened Households: A household is said to be cost-burdened when it pays more than 30 percent of its income toward housing expenses.

Disability Income: Social Security Disability Income (SSDI) offers cash benefits for people with disabilities who have made payroll contributions to the federal social security program while they were employed.

Dually diagnosed/co-occurring: Dual diagnosis (also referred to as co-occurring) is a term for when someone simultaneously experiences a mental illness and substance use diagnosis. Either diagnosis — mental illness or substance use - can develop first.

Extremely Low-Income Household/Rent: A household that has a gross household income that does not exceed the greater of the Poverty Guidelines as published and periodically updated by the Department of Health and Human Services or the 30% of the Area Median Income for the county in which the household is located, as calculated by the US Department of Housing and Urban Development (HUD). Low Income Rent is the annual rental rate that is charged to an extremely low-income household that does not exceed 30% of 30% of the Area Median Income for the county in which the household is to reside.

Homeless: HUD defines literal homelessness as an: (1) individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs); (iii) is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution; (2) an individual or family who will imminently lose their primary residence: (i) within 14 days of application for homeless assistance; (ii) no subsequent residence has been identified; (iii) the individual or family lacks the resources or support networks — such as family, friends, faith-based or other social networks — needed to obtain other permanent housing; (3) unaccompanied youth under age 25, or families with children and youth who do not otherwise qualify as homeless; (4) an individual or family who: (i) is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, or stalking and (ii) has no other residence and; (iii) lacks the resources or support networks, such as family, friends, and faith-based or other social networks, to obtain other permanent housing.

Housing and Urban Development (HUD): The U.S. Department of Housing and Urban Development was created in 1965 to administer programs of the federal government that provide housing assistance as a way to develop the nation's communities.

>>>



HUD Homeless Management Information System (HMIS): A local information technology system used to collect client-level data and data on the provision of housing and services to individuals and families experiencing homelessness and persons at risk of experiencing homelessness.

Justice Involved Individuals: Someone who has been subject to an arrest and/or the adjudication process or otherwise involved with the justice system, including the jail, parole and/or probation systems.

Low Income Household/Rent: A household that has a gross household income that does not exceed 80% of the Area Median Income for the county in which the household is located, as published by the US Department of Housing and Urban Development. Low Income Rent is the annual rental rate that is charged to a low-income household that does not exceed 30% of 80% of the Area Median Income for the county in which the household is to reside.

Medi-Cal: California's Medicaid health care program. It pays for a variety of medical services for children and adults with limited income and resources. Medi-Cal is supported by federal and state taxes.

Noncompetitive Allocation: NPLH funds that are distributed by formula allocation to each county based on their 2017 homeless Point-In-Time Count.

No Place Like Home (NPLH) population: Populations identified in Welfare and Institutions Code Section 5600.3(a) and (b), adults and older adults with a serious mental disorder or seriously emotionally disturbed children or adolescents who are homeless, chronically homeless, or at risk of chronic homelessness. This includes persons with co-occurring mental and physical disabilities or co-occurring mental and substance use disorders.

Overcrowded Housing: A home where the number of occupants is greater than the number of total rooms; an average of more than one person per room. In overcrowded homes, it is not uncommon for people to double up or triple up in the available bedrooms or for people to convert a living room or kitchen into a sleeping space.

Permanent supportive housing: Permanent supportive housing is an intervention that combines affordable housing assistance with voluntary support services to address the needs of chronically homeless people. The services are designed to build independent living and tenancy skills and connect people with community-based health care, treatment, and employment services.

Point-in-Time Count (PITC): A count of sheltered and unsheltered people experiencing homelessness on a single night in January. HUD requires that Continuums of Care conduct an annual count of people experiencing homelessness who are sheltered in emergency shelter, transitional housing, and safe havens on a single night. Continuums of Care also must conduct a count of unsheltered people experiencing homelessness every other year (odd numbered years).

Poverty Rate: The ratio of the number of people (in a given age group) whose income falls below the poverty line; taken as half the median household income of the total population.

Rapid rehousing: An intervention designed to help individuals and families that do not need intensive and ongoing supports to quickly exit homelessness and return to permanent housing. Rapid rehousing assistance is offered without preconditions (i.e., employment, income, absence of criminal record, or sobriety) and the resources and services provided are tailored to the unique needs of the individuals and families.

>>>



Regional Housing Needs Assessment (RHNA): Quantifies the need for housing within each local government jurisdiction during a specified land use planning period; it is mandated by State Housing Law as part of the periodic process of updating local housing elements of the General Plan. Communities use RHNA in land use planning, prioritizing local resource allocation, and in deciding how to address identified existing and future housing needs resulting from population, employment and household growth.

Section 8 Rental Assistance: A rental subsidy that makes up the difference between what those in the low-income household can afford to pay for rent, and a contract rent established by HUD for an adequate housing unit. Subsidies are either attached to specific units in a property (project-based), or are portable and move with the tenants that receive them (tenant-based).

Subsidy: Financial assistance from the government to make the cost of housing affordable based on the household's income level.

Supplemental Security Income (SSI): Federal cash benefits for people aged 65 and over, the blind, or disabled. Benefits are based on income and living arrangement.

Supportive Housing: Permanent housing that has no time limit on residency and in which housing assistance (long term leasing or rental assistance) and supportive services are provided to assist households with at least one member (adult or child) with a disability in achieving housing stability. It is typically for those persons lacking housing who face a multitude of complex medical, mental health and/or substance use issues that are co-occurring.

Transitional-Aged Youth (TAY): This group is often characterized as unaccompanied youth and young adults between the ages of 18-24. Reasons for TAY experiencing homelessness are diverse and can include family conflict, abuse or neglect, poverty, aging out of foster care, and rejection over sexual orientation. As such, the service needs of this population are unique and vary from those of adults and younger youth.

Very Low-Income Household/Rent: A household that has a gross household income that does not exceed 50% of the Area Median Income for the county in which the household is located, as published by the US Department of Housing and Urban Development (HUD). Low Income Rent is the annual rental rate that is charged to a very low-income household that does not exceed 30% of 50% of the Area Median Income for the county in which the household is to reside.



Project Name	Project Location	Supportive Housing Units	Total Units	Total County Funds	OC Project Based Vouchers	Total Project Costs	Total Non-County Funds	Per Unit Cost	Current Status
Stuart Drive	Garden Grove	8	76	\$ -	0	\$ -	\$ -	\$ -	Completed in 2022. See Note 1
Finamore Place Manchester/ Oranewood	Anaheim	20	102	\$ -	0	\$ 60,674,089	\$ 60,674,089	\$ 594,844	Under construction. See note 1.
El Verano Senior	Anaheim	27	54	\$ -	0	\$ 23,396,091	\$ 23,396,091	\$ 433,261	Completed in 2021. See note 1
Depot @ Santiago	Santa Ana	10	70	\$ -	0	\$ 37,150,000	\$ 37,150,000	\$ 530,714	Completed in 2018
Oakcrest Heights	Yorba Linda	8	54	\$ 1,644,300	8	\$ 26,546,337	\$ 24,902,037	\$ 491,599	Completed in 2018
Heroes' Landing	Santa Ana	75	76	\$ 2,912,000	0	\$ 28,839,581	\$ 25,927,581	\$ 379,468	Completed in 2020
Casa Querencia	Santa Ana	56	57	\$ 7,035,800	0	\$ 30,882,794	\$ 23,846,994	\$ 541,803	Completed in 2020
Placentia Veterans	Placentia	49	50	\$ 2,754,000	49	\$ 23,253,998	\$ 20,499,998	\$ 465,080	Completed in 2020
Salerno at Cypress Village	Irvine	35	80	\$ 1,462,860	25	\$ 39,440,297	\$ 37,977,437	\$ -	Completed in 2020
Buena Esparanza	Anaheim	69	70	\$ 9,096,000	20	\$ 22,493,457	\$ 13,397,457	\$ -	Completed in 2020
Della Rosa	Westminster	25	50	\$ 1,166,400	25	\$ 18,804,503	\$ 17,638,103	\$ -	Completed in 2020
Santa Ana Arts Collective	Santa Ana	15	58	\$ 4,725,430	0	\$ 26,500,000	\$ 21,774,570	\$ -	Completed in 2020
Westminster Crossing	Westminster	20	65	\$ 3,762,500	20	\$ 41,753,727	\$ 37,991,227	\$ 642,365	Completed in 2021
The Prado	Fountain Valley	8	50	\$ 453,600	0	\$ 25,796,336	\$ 25,342,736	\$ -	Completed in 2022
FX Residences	Santa Ana	16	17	\$ 6,217,047	0	\$ 7,994,960	\$ 1,777,913	\$ 470,292	Financed
Legacy Square	Santa Ana	33	93	\$ 7,527,376	0	\$ 50,500,000	\$ 42,972,624	\$ 543,011	Under Construction
Altrudy Senior	Yorba Linda	10	48	\$ 3,916,768	8	\$ 21,231,077	\$ 17,314,309	\$ 442,314	Completed in 2020
Casa Paloma	Un-incorporated	48	71	\$ 7,638,000	48	\$ 39,000,000	\$ 31,362,000	\$ 549,296	Completed in 2022
Valencia Garden	Orange	8	62	\$ 479,520	8	\$ 30,272,414	\$ 29,792,894	\$ 488,265	Under Construction
The Crossroads at Washington	Santa Ana	43	86	\$ 2,650,701	43	\$ 45,447,534	\$ 42,796,833	\$ 528,460	Under Construction
Villa St Joseph	Orange	18	50	\$ 10,359,215	18	\$ 29,103,043	\$ 18,743,828	\$ 582,061	Under Construction
Ascent	Buena Park	57	58	\$ 4,409,468	57	\$ 22,128,980	\$ 17,719,512	\$ 381,534	Under Construction
Mountain View	Lake Forest	8	71	\$ 2,343,372	8	\$ 43,170,354	\$ 40,826,982	\$ 608,033	Under Construction
Cartwright Family	Irvine	10	60	\$ 4,982,250	8	\$ 40,227,396	\$ 35,245,146	\$ 670,457	Pending Financing
Lincoln Avenue	Buena Park	13	55	\$ 3,484,680	5	\$ 29,222,096	\$ 25,737,416	\$ 531,311	Pending Financing
Santa Angelina Senior	Placentia	21	65	\$ 7,825,714	21	\$ 27,589,447	\$ 19,763,733	\$ 424,453	Under Construction
Orchard View	Buena Park	8	66	\$ 5,725,975	8	\$ 22,126,480	\$ 16,400,505	\$ 335,250	Financed
North Harbor Village	Santa Ana	89	91	\$ 2,217,769	0	\$ 34,631,159	\$ 32,413,390	\$ 380,562	Under Construction
Center of Hope	Anaheim	70	72	\$ 10,159,344	16	\$ 39,293,554	\$ 29,134,210	\$ 545,744	Under Construction
The Meadows Senior	Lake Forest	7	65	\$ 620,008	0	\$ 28,158,388	\$ 27,538,380	\$ 433,206	Under Construction
Westview House	Santa Ana	26	85	\$ 11,570,817	0	\$ 52,067,405	\$ 40,496,588	\$ 612,558	Under Construction
Huntington Beach Senior	Huntington Beach	33	43	\$ 5,807,348	33	\$ 26,455,605	\$ 20,648,257	\$ 615,247	Under Construction
Paseo Adelanto	San Juan Capistrano	40	50	\$ 5,687,945	40	\$ 35,632,087	\$ 29,944,142	\$ 712,642	Under Construction
Stanton Inn & Suites (Homekey #1)	Stanton	71	72	\$ 1,085,000	71	\$ 25,083,397	\$ 23,998,397	\$ 348,381	Under Construction
Tahiti Motel (Homekey #2)	Stanton	59	60	\$ 2,400,000	59	\$ 26,516,158	\$ 24,116,158	\$ 441,936	Under Construction
Riviera Stanton (Homekey #3)	Stanton	20	21	\$ 3,032,983	20	\$ 12,453,115	\$ 9,420,132	\$ 593,005	Under Construction
HB Oasis - Interim Housing (Homekey #4)	Huntington Beach	0	64	\$ -	0	\$ 22,996,369	\$ 22,996,369	\$ 359,318	Under Construction. See Note 2.
Motel 6 Costa Mesa (Homekey #5)	Costa Mesa	40	88	\$ 5,350,000	30	\$ 43,402,458	\$ 38,052,458	\$ 493,210	Under Construction
Wise Place	Santa Ana	47	48	\$ 1,500,000	0	\$ 28,591,009	\$ 27,091,009	\$ 595,646	Financed
Miraflores	Anaheim	8	86	\$ -	0	\$ 42,971,029	\$ 42,971,029	\$ 499,663	Under Construction
Totals		1228	2559	\$ 152,004,190	648	\$ 1,231,796,724	\$ 933,670,317	\$ 481,359	

Notes:

1. No County funds in Stuart Drive, El Verano Senior Apartments and Finamore Place (55 PSH). These projects were not in the original total.
2. HB Oasis is currently interim housing at this time. Future plans for 62 PSH units at a later date.



**Request for Proposals: Financial Analysis Services
Orange County Housing Finance Trust**

Upon request from the Trust, CSH would be happy to furnish additional scopes of services and narrative examples of accomplishments in achieving the requirements identified in the respective scopes of services.

- IX. Compensation Proposal:** Below is a compensation proposal outlining the annual cost of each task, including all expenses. **CSH estimates that the total annual cost to complete all of the tasks outlined in the RFP will be \$29,625, for a total of \$88,875 over the course of the three-year contract.** CSH has the capacity and availability to complete all the requested tasks, and can work with the Trust to amend the contract to include additional hours, as needed.

Task 1: Review final NOFA document including threshold requirements, scoring, and application requirements.			
Staff	Hourly Rate	Hours	Total Cost
Simonne Ruff, Director	\$225	5	\$1,125
Debbie Fountain, Senior Program Manager	\$200	5	\$1,000
Total Annual Cost for Task 1			\$2,125
Task 2: Review all application materials submitted, including strategies for meeting both the housing and service needs for individuals with serious mental illness and/or project's target populations.			
Staff	Hourly Rate	Hours	Total Cost
Simonne Ruff, Director	\$225	2	\$450
Debbie Fountain, Senior Program Manager	\$200	20	\$4,000
Total Annual Cost for Task 2			\$4,450
Task 3: Review and respond to each application in response to NOFA Section 4.02, Developer Experience & Financial Strength.			
Staff	Hourly Rate	Hours	Total Cost
Simonne Ruff, Director	\$225	2	\$450
Debbie Fountain, Senior Program Manager	\$200	20	\$4,000
Total Annual Cost for Task 3			\$4,450
Task 4: Review and comment on each application in response to NOFA Section 5.04, Project Proforma and ensure application meets all NOFA requirements.			
Staff	Hourly Rate	Hours	Total Cost
Simonne Ruff, Director	\$225	2	\$450
Debbie Fountain, Senior Program Manager	\$200	20	\$4,000
Total Annual Cost for Task 4			\$4,450
Task 5: Review and comment on each application in response to NOFA Section 5.05, Financial Notes and Assumptions			
Staff	Hourly Rate	Hours	Total Cost
Simonne Ruff, Director	\$225	2	\$450



**Request for Proposals: Financial Analysis Services
Orange County Housing Finance Trust**

Debbie Fountain, Senior Program Manager	\$200	20	\$4,000
Total Annual Cost for Task 5	\$4,450		
Task 6: Review and respond to each application in response to NOFA Sections 5.09, Social Services Plan, & 5.10, Social Services Operating Budget.			
Staff	Hourly Rate	Hours	Total Cost
Simonne Ruff, Director	\$225	2	\$450
Debbie Fountain, Senior Program Manager	\$200	20	\$4,000
Total Annual Cost for Task 6	\$4,450		
Task 7: Review other funding anticipated for the project being applied for in advance of or concurrently with Trust funding approval. Provide a summary status of other funding to note whether developer has applied, if funding is conditionally committed, committed or denied.			
Staff	Hourly Rate	Hours	Total Cost
Simonne Ruff, Director	\$225	2	\$450
Debbie Fountain, Senior Program Manager	\$200	20	\$4,000
Total Annual Cost for Task 7	\$4,450		
Task 8: Attend and participate on the Trust Review Committee in April of each year.			
Staff	Hourly Rate	Hours	Total Cost
Debbie Fountain, Senior Program Manager	\$200	2	\$400
Total Annual Cost for Task 8	\$400		
Task 9: Assist Trust Staff on the preparation of the Staff Report for the Trust Board meeting in May of each year and attend same meeting.			
Staff	Hourly Rate	Hours	Total Cost
Debbie Fountain, Senior Program Manager	\$200	2	\$400
Total Annual Cost for Task 9	\$400		



**Request for Proposals: Financial Analysis Services
Orange County Housing Finance Trust**

Exhibit A: Principal Resumes



Simonne Ruff

Professional Experience

San Diego Program Director, CSH

2007-present

Oversees all of CSH's training, lending, technical assistance, and systems change work throughout the area. Responsible for setting the direction and annual goals for the San Diego Program, and fundraising to cover the Program's local costs. Provides direct training, technical support, and advisement to numerous supportive housing providers and public funding agencies. Primary responsibilities and accomplishments include:

- Lead teams of staff to deliver CSH's products and services on time and within budget
- Provide day-to-day leadership and supervision of CSH's San Diego and Orange County programs.
- Develop and maintain effective local and regional partnerships
- Oversee a local pipeline of supportive housing units utilizing project-based, set-aside and scattered-site development approaches.
- Support CSH systems change and policy work
- Coordinate training and knowledge exchange activities; coordinate the planning and development of trainings and the creation and dissemination of manuals, guides and other resource tools.
- Oversee Technical Assistance under Mental Health Services Act
- Ensure the sustainability of the San Diego office's operations.
- Oversee annual \$1M budget, including grants and contracts with multiple counties in the region, and four programmatic staff.

California Program Manager, CSH

2005-2007

Lead San Diego office's programmatic, lending and grant making activities in San Diego, Orange County, and San Bernardino. Primary responsibilities and accomplishments include:

- Underwriting for CSH loan products including assessments and due diligence for loans and grants, closing of funding actions, and disbursement and monitoring of funds.
- Assist with review and evaluation of development, operating and service plans for projects as part of the CSH underwriting process.
- Coordinate training and knowledge exchange activities; coordinate the planning and development of trainings and the creation and dissemination of manuals, guides and other resource tools.

Evaluation Consultant, Raising Voices – A Tides Center Project

2005

Evaluated the effectiveness of the organization's program tools. Primary responsibilities and accomplishments included:

- Developed evaluation methodology.
- Collected responses from over 1000 international stakeholders
- Compiled and analyzed results.
- Delivered final evaluation report.

Manager and Senior Manager, Neighborhood Link/Senior Link

1998-2005

Ongoing engagement in divisional and organizational development within a challenging and highly competitive non-profit funding environment. Primary responsibilities and accomplishments included:

- Successfully led the Health Services Division, with programs delivered by 75 staff and a \$2.5 million budget. Services include supportive housing, case/care management, day programs, congregate dining, home care, transportation, community outreach, crisis intervention, social/recreational programs etc.

- Developed and delivered presentations, reports, policy papers, academic articles, promotional materials/ website, training initiatives, and facilitation in various environments. Effective communicator with front-line staff, executives, stakeholders, funders and politicians. United Way speaker for over 5 years, with experience up to 250 attendees.
- Planned, implemented and evaluated public events ranging from program celebrations to three-day conferences with over 200 attendees.
- Led Community Services Division, providing inter-linked services to the homeless, marginally housed, low-income individuals and families, the unemployed, and at-risk youth.

Director, Toronto Homemaking Services

2003-2005

Strategically planned for the viable growth of this non-profit organization providing personal care services to seniors by increasing market share by 60% through mergers. Primary responsibilities and accomplishments included:

- Successfully negotiated with diverse stakeholders to establish and implement new processes related to complex contract management strategies.
- Established a comprehensive Continuous Quality Improvement plan that has been implemented in four organizations.

Professional Affiliations

- Treasurer/Board Member, California Housing Partnership Corporation (by appointment, Speaker of the Assembly)
- Governance Advisory Committee Member, San Diego Regional Continuum of Care Council
- Treasurer (prior Co-Chair) and Board Member, the San Diego Lesbian, Gay, Bisexual, Transgender Community Center (The Center), 2012 to present
- United Way of San Diego County Public Policy Committee 2014 to 2018 (sunsetted in 2018)
- Vice President and Board member, San Diego Housing Federation (including Chair of the Annual Conference Committee) 2010 to 2016
- Executive Member and Board Member, United Way of San Diego County Homeless Vision Council 2014
- Vice President, San Diego Regional Task Force on the Homeless, 2009 to 2012
- Human Resource Professional Association of Ontario, 2004 to 2008

Professional Awards and Honors

- CSH San Diego – Outstanding Development Partner Award, Affirmed Housing, 2013
- CSH San Diego – Mental Health Housing Program of the Year, San Diego Mental Health Recognition Awards, 2010
- CSH San Diego – Outstanding Partner Award, The Center, 2006
- Anthony Melcher Prize for Human Resource Management, University of Toronto, 2004

Education

Master of Arts and Diploma in Refugee and Migration Studies, York University, Toronto, ON (with entrance scholarship)
Human Resources Management Post Professional Program, University Of Toronto, Toronto, ON (with Anne Marie Hill Scholarship and Baron de Douglas Crone and Ada Crone Scholarship)
Bachelor of Arts, University of Victoria, Victoria, BC (with President's Scholarship and Faculty Scholarship)



Debbie Fountain

Professional Experience

Senior Program Manager, Corporation for Supportive Housing (CSH)

October, 2019-Present

The Senior Program Manager is responsible for implementation of programs, projects and initiatives that support the mission of CSH to advance solutions that use **housing** as a platform for services to improve the lives of the most vulnerable people and build healthy communities. Primary responsibilities and accomplishments currently include:

- Provide technical assistance to the Department of Behavioral Health Services for the County of San Diego in an effort to identify and implement strategies to increase supportive housing resources and services and enhance coordination.
- Convene and facilitate crosswalk meetings for Mental Health Services Act (MHSA) developed units and other housing initiatives, and support and facilitate monthly Behavioral Health Housing Council Workgroup meetings.
- MHSA Funding application review and loan underwriting services for Orange County Community Resources, Housing & Community Development; financial feasibility studies for new supportive housing developments.
- Assist with financial feasibility studies and provide loan underwriting technical assistance for the Orange County Housing Finance Trust.
- Provide training and develop educational materials on supportive and low income affordable housing development, related funding, and program compliance; advise and assist housing developers, service providers, and public officials.
- Work with the Regional Task Force on the Homeless and the San Diego Housing Federation to support efforts to expand funding opportunities and programs to create new housing opportunities for the homeless and other vulnerable populations through innovative housing and service solutions.
- Assist other CSH team members, as needed, to provide technical assistance in any other related program, project or initiative that supports the mission of CSH, and/or serves to meet the requirements of a technical assistance contract.

Community & Economic Development Director, City of Carlsbad

2017-2019

The Community & Economic Development Director is a senior level position that directs and provides leadership to the staff team (84 members) which includes development services, building and code enforcement, economic development, land use engineering, current and advanced planning, (affordable) housing and neighborhood services (which includes volunteer, neighbor-to-neighbor mediation, homeless response and similar services)

Primary responsibilities and accomplishments included:

- Build, maintain and sustain an extraordinary community. Accomplishments include: comprehensive updates to the city's General Plan, Local Coastal Program, Zoning Code, and Village Master Plan and Design Manual.
- Establish and implement guiding principles to ensure the alignment of city policies and programs and connection with the social, economic, ecological and cultural well-being of the community.
- Coordinate with other regulatory agencies, business and service organizations as appropriate and needed to implement community and economic development programs and projects.

Housing & Redevelopment/Neighborhood Services Director, City of Carlsbad

1998-2017

The Housing & Redevelopment/Neighborhood Services Director provided leadership and operational direction to the staff team (25 members), which includes Section 8 rental assistance, affordable housing development (low income affordable & supportive housing), code enforcement, volunteer services, community education, housing trust fund loans and community grants assistance. Primary responsibilities and accomplishments included:

- Program oversight and project development for federal, state and locally-regulated Community Development Block Grant funds, HOME Investment Partnership Funds, Section 8 Rental Assistance, Inclusionary Housing and other

Affordable Housing, and Redevelopment/Neighborhood Services Programs/Projects; oversight and financial analysis for city's lending program from its Housing Trust Fund.

- Develop, lead and implement the city's Homeless Response Plan.
- Partner with private developers to produce affordable housing for low income households and special needs populations, including efforts to incorporate supportive services; administer the city's mandatory inclusionary housing ordinance which produced nearly 2500 affordable homes.

Senior Management Analyst/Housing & Redevelopment, City of Carlsbad

1990-1998

The Senior Management Analyst/Redevelopment was a division lead manager responsible for administration of the federal Community Development Block Grant and California redevelopment programs and projects, and assisted with administration of other department programs/projects including affordable housing development. Primary responsibilities and accomplishments included:

- Develop and implement Village Master Plan and Design Manual to guide future redevelopment programs and projects within Village Redevelopment Project Area, including land use permit processing and affordable housing development.
- Assist in development and implementation of affordable housing programs and policies; implement the city's mandatory Inclusionary Housing Program which was adopted in 1993.
- Public presentations on services and programs, as well as issues of concern to local residents; professional presentations at conferences, workshops and seminars.

Administrative Analyst/City Manager's Office, City of El Cajon

1985-1990

The Administrative Analyst in the City Manager's Office provided management support for the executive, senior leadership team and the City Council. Primary responsibilities and accomplishments included:

- Administered Community Development Block Grant program, ensuring program compliance with federal regulations.
- Managed service contracts: Dial-A-Ride transportation, trash disposal and cable services.
- Completed special projects for Assistant to City Manager, Assistant City Manager, City Manager and City Council, including development and implementation of the city's Minority and Women's Business Enterprise Plan and processing of damage to city property claims and collections.

Professional Awards and Honors

- Outstanding Performance Housing & Redevelopment (honor), Carlsbad Village Association, 1994
- Director's Award for Housing Development Excellence, State of California, Department of Housing & Community Development, 1997
- Exemplary Commitment to Community Development, Peer Award, City of Carlsbad, 1997
- Friend of La Posada (honor), Caring Residents of Carlsbad, 2007
- John Craven Memorial Award, Outstanding Achievement in Affordable Housing & Community Development, San Diego Housing Federation, 2009
- Board Member Excellence (honor), Trauma Intervention Program of San Diego County, 2010
- Outstanding Service (honor), City of Carlsbad, 2019

Education

Bachelor of Arts, Public Administration, San Diego State University, San Diego, California

Master of Arts, Public Administration, San Diego State University, San Diego, California

Attachment 3

Conflict of Interest Disclosure Statement

Disclosure Policy

It is the policy of the Trust to ensure that firms and individuals providing services to the Trust are not subject to organizational conflicts affecting their objectivity or their ability to provide impartial assistance or advice to the Trust. This form requires certain relationships to be disclosed to the Trust so that it may determine whether a potential organizational conflict exists and whether mitigation measures may be implemented so as to allow the firm or individual to perform services notwithstanding such potential conflict. Relationships with the following entities must be disclosed:

- 1) Any firm, individual, partnership, corporation, association, or other legal entity currently retained for services by a developer of affordable housing or service provider for families and individuals at risk of or experiencing homelessness.
- 2) Any firm currently retained or which may be retained for services by the County of Orange or any member city of the Trust or other public entity within Orange County, California (see list of member agencies below).

Disclosure

- 1) _____ Consultant **IS NOT** currently retained for services as defined in the Disclosure Policy above.
- 2) X Consultant **IS** currently retained for services as defined in the Disclosure Policy above.

a) Consultant is retained for services by the following member agencies of the Trust

<u> X </u>	County of Orange	_____	City of Irvine
_____	City of Aliso Viejo	_____	City of Lake Forest
_____	City of Anaheim	_____	City of Laguna Beach
_____	City of Buena Park	_____	City of Laguna Hills
_____	City of Costa Mesa	_____	City of Laguna Niguel
_____	City of Dana Point	_____	City of La Habra
_____	City of Fountain Valley	_____	City of Mission Viejo
_____	City of Fullerton	_____	City of Newport Beach
_____	City of Garden Grove	_____	City of Orange
_____	City of Huntington Beach	_____	City of Placentia

_____ City of San Juan Capistrano
_____ City of Santa Ana
_____ City of Seal Beach
_____ City of Stanton

_____ City of Tustin
_____ City of Westminster
_____ City of Yorba Linda

b) Consultant is retained for services by the following other public agencies and public or private entities within Orange County, California. (List individually.)

Orange County Community Resources

c) Please describe briefly those services potentially affected by this Disclosure:

CSH does not anticipate that the services provided under our contract with Orange County Community Resources would be affected by this disclosure (see below).

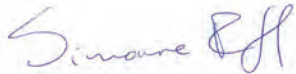
Consultant is required to disclose to the Trust, in writing, any services relationship which may be entered into during the term of the Contract, which violates or appears to violate the intent of this Disclosure:

Corporation for Supportive Housing

Consultant

2/22/2023

Date



Authorized Representative

Director, San Diego/Orange County

Title

Attachment 5

ORANGE COUNTY HOUSING FINANCE TRUST CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Title: Request for Proposal: Financial Analysis Services

Was a campaign contribution, regardless of the dollar amount, made to any member of the Orange County Finance Housing Trust Board of Directors on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

- o The Applicant Yes No
 o Subcontractor Yes No
 o The Applicant's agent/ or lobbyist Yes No

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Trust Board Member(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Trust Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Trust Board Members or to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the Orange County Housing Finance Trust any future contributions made to members of the Trust Board of Directors by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

02/22/2023

Date

Corporation for Supportive Housing

Print Firm Name, if applicable



Signature of Applicant

Simonne Ruff

Print Name of Applicant

**Orange
County** | Housing
Finance
Trust

PROPOSAL

Financial Analysis Services



17872 Gillette Ave STE 350
Irvine, ca 92614
WWW.WEBRSG.COM

Tara Matthews, Principal
714-316-2111 / tmatthews@webrsg.com

TABLE OF CONTENTS

ATTACHMENT 3: CONFLICT OF INTEREST DISCLOSURE STATEMENT..... 2

COMPANY INFORMATION..... 5

 Mission Statement 5

 Core Values 5

RSG TEAM 6

EXAMPLES OF EXPERIENCE RELATED TO SCOPE OF SERVICES..... 14

 Affordable Housing Services – San Diego County 14

 Affordable Housing Services – Orange County Community Resources..... 15

 NOFA Application Reviews – City of Stockton..... 16

 U.S. Department of Housing and Urban Development Special Continuum of Care
 Notice of Fund Opportunity – Sacramento Steps Forward 16

 Affordable Housing NOFA – City of Tulare 17

 Housing Administrative Services – City of Murrieta 17

 Proposal Evaluation – City of Merced..... 17

ATTACHMENT 4: COMPENSATION PROPOSAL..... 19

ATTACHMENT 5: CAMPAIGN CONTRIBUTION DISCLOSURE FORM..... 20



17872 GILLETTE AVE.
SUITE 350
IRVINE, CA 92614

714 541 4585
INFO@WEBRSG.COM
WEBRSG.COM

February 24, 2023

Via Electronic Mail

Adam Eliason, Manager
Orange County Housing Finance Trust
1 League #62335
Irvine, CA 92602

PROPOSAL – FINANCIAL ANALYSIS SERVICES

Dear Mr. Eliason:

RSG, Inc. (“RSG”) is pleased to present this proposal to the Orange County Housing Finance Trust (“Trust”) in response to its Request for Proposals for Financial Analysis Services, released on February 7, 2023 (“RFP”). RSG understands the Trust is seeking assistance in analyzing the financial projections submitted by affordable housing developers in response to the Trust’s Affordable Housing Notice of Funding Availability (NOFA) that is issued each year for gap funding for affordable housing developments in Orange County.

RSG’s services have spanned housing, real estate, economic development, and fiscal health initiatives to assist public agencies and private investors in the community development process. RSG’s housing clients have included cities, counties, housing successor agencies, housing authorities, and developers. We are adept at brainstorming and developing strategies and programs, implementing and overseeing affordable housing programs and developments, performing complex affordable housing underwriting, identifying gap financing resources, and ensuring compliance with State and Federal guidelines.

This proposal is valid for a period of 120 days from the proposal submittal deadline. Tara Matthews, Principal, is RSG’s contact person for the proposal evaluation period. We appreciate the opportunity to work with the Trust and look forward to discussing this proposal in more detail. Should you have any questions in the meantime, please contact Ms. Matthews at (714) 316-2111 or tmatthews@webrsg.com.

Sincerely,
RSG, Inc.

Tara Matthews, Principal
17872 Gillette Ave. Suite 350, Irvine, CA 92614

Attachment 3

Conflict of Interest Disclosure Statement

Disclosure Policy

It is the policy of the Trust to ensure that firms and individuals providing services to the Trust are not subject to organizational conflicts affecting their objectivity or their ability to provide impartial assistance or advice to the Trust. This form requires certain relationships to be disclosed to the Trust so that it may determine whether a potential organizational conflict exists and whether mitigation measures may be implemented so as to allow the firm or individual to perform services notwithstanding such potential conflict. Relationships with the following entities must be disclosed:

- 1) Any firm, individual, partnership, corporation, association, or other legal entity currently retained for services by a developer of affordable housing or service provider for families and individuals at risk of or experiencing homelessness.
- 2) Any firm currently retained or which may be retained for services by the County of Orange or any member city of the Trust or other public entity within Orange County, California (see list of member agencies below).

Disclosure

- 1) _____ Consultant **IS NOT** currently retained for services as defined in the Disclosure Policy above.
- 2) x Consultant **IS** currently retained for services as defined in the Disclosure Policy above.

a) Consultant is retained for services by the following member agencies of the Trust

- | | |
|---------------------------------------|------------------------------------|
| <u> x </u> County of Orange | _____ City of Irvine |
| _____ City of Aliso Viejo | _____ City of Lake Forest |
| _____ City of Anaheim | _____ City of Laguna Beach |
| _____ City of Buena Park | _____ City of Laguna Hills |
| _____ City of Costa Mesa | <u> x </u> City of Laguna Niguel |
| _____ City of Dana Point | _____ City of La Habra |
| <u> x </u> City of Fountain Valley | _____ City of Mission Viejo |
| _____ City of Fullerton | _____ City of Newport Beach |
| _____ City of Garden Grove | _____ City of Orange |
| <u> x </u> City of Huntington Beach | _____ City of Placentia |

_____ City of San Juan Capistrano
 x City of Santa Ana
 _____ City of Seal Beach
 _____ City of Stanton

_____ City of Tustin
 x City of Westminster
 _____ City of Yorba Linda

b) Consultant is retained for services by the following other public agencies and public or private entities within Orange County, California. (List individually.)

*Please see attachment

c) Please describe briefly those services potentially affected by this Disclosure:

*Please see attachment

Consultant is required to disclose to the Trust, in writing, any services relationship which may be entered into during the term of the Contract, which violates or appears to violate the intent of this Disclosure:

RSG, Inc.

 Consultant

2/23/2023

 Date

Yana E Matthews

 Authorized Repetitive

Principal

 Title

Orange County

Section A & C:

Fountain Valley, City of – Successor Agency Services

Huntington Beach, City of – Fiscal Impact Analysis, Compliance and TBRA Monitoring,
Affordable Housing Services

Laguna Niguel, City of – On-call Housing Consulting Services

Orange County – Financial Analysis Services, Bond Reporting Requirements Services, Housing
Consulting Services

Santa Ana, City of – Affordable Housing Consulting Services, Rent Stabilization Ordinance,
Compliance Monitoring

Westminster, City of – Affordable Housing Consulting Services, Compliance Monitoring, ARPA
Fund Reporting Services

Section B & C:

Irvine Comm Land Trust – Affordable Housing Consulting Services and Compliance Monitoring,
On-call Real Estate and Economic Services

Lake Forest Housing Authority – Affordable Housing Consulting Services, Outreach Analysis

Orange County Community Resources – Motel relocations, Housing Consulting Services,
Compliance Monitoring

Orange County Community Resources Successor Agency – Continuing Disclosure Services

Orange County LAFCO – Municipal Service Reviews

Pathways of Hope – Relocation Services

San Juan Capistrano Successor Agency – ROPS Reporting

Westminster Successor Agency – Continuing Disclosure Services

COMPANY INFORMATION

RSG is a creatively charged consultant to California public agencies. We collaborate with the people responsible for creating vibrant places to accomplish their goals. The inspired leaders at RSG create stronger communities capable of achieving bolder futures by bringing four decades of native knowledge to each engagement. As diverse as the agencies we work with, our services span real estate, economic development, fiscal health, and housing initiatives.

RSG is a Subchapter "S" corporation. Founded in 1979, the firm provides a wide array of community development consulting services to local government organizations and private entities. The firm is managed by principals Jim Simon and Tara Matthews. RSG maintains three offices in California, including our main office in Irvine and two satellite offices in Berkeley and Vista. RSG currently has 27 employees.

RSG's federal taxpayer identification number is 95-343-5849 and state taxpayer identification number is 27600915. **RSG is also a State certified Small Business Enterprise (SBE – 2006876 DGS).**

MISSION STATEMENT

RSG creates solutions to enhance communities' physical, economic, and social future.

CORE VALUES

Our core values define who we are as people and the standards by which we provide service to our clients.

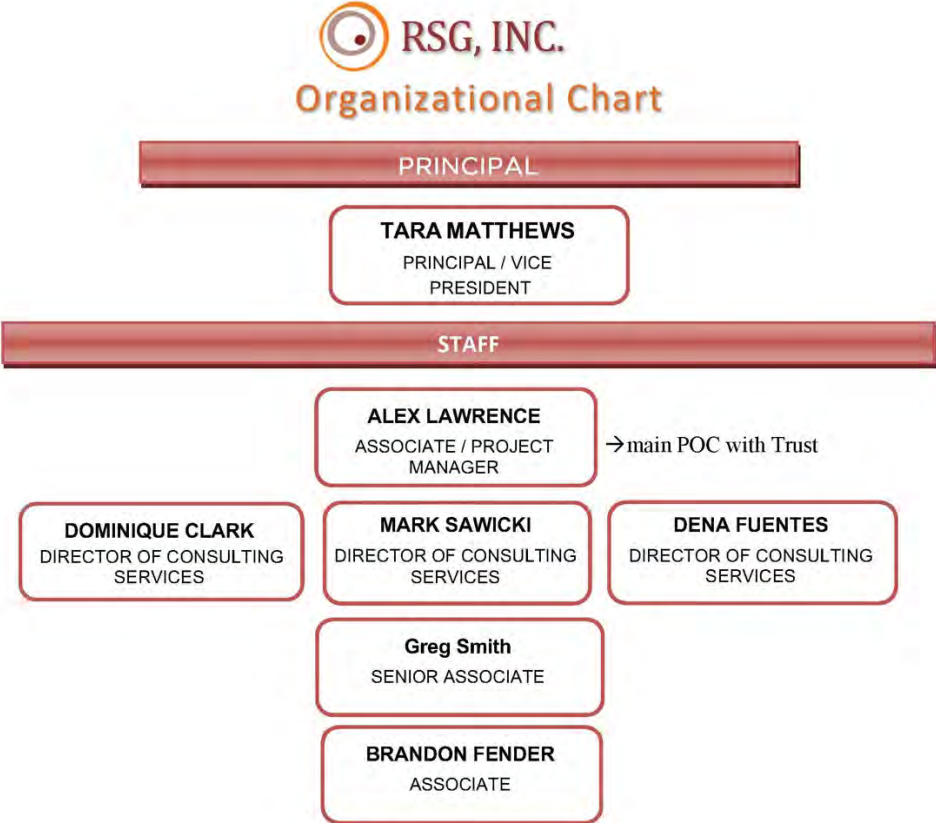


RSG TEAM

RSG dedicates a Principal to each project assignment and creates a core group of project managers and staff who work on the individual assignments on a consistent basis throughout all stages of the contract engagement. Our staff is focused, committed, and passionate about the work we do. We conduct our engagements around our Core Values and are proud of it. We pride ourselves on our ability to appropriately allocate our time and resources to ensure that a project is completed on time and within budget.

This engagement will be led by Tara Matthews, Principal-in-Charge, who has been with RSG for 19 years. Ms. Matthews will be engaged in the day-to-day activities for the Trust. RSG key personnel follow, with their tenure at RSG in parenthesis: Alex Lawrence (5yrs), Associate and Project Manager / main point of contact; Dominique Clark (9.5yrs), Mark Sawicki (2.5yrs), and Dena Fuentes (1yr), Directors; Greg Smith (6.5yrs), Senior Associate; and Brandon Fender (8.5yrs), Associate. Our selected team has capacity to work on this engagement. We will assign additional non-key team members as needed.

Resumes of key consulting staff assigned to this engagement are included on the pages that follow and detail their education, applicable professional credentials, and experience in working with affordable housing developments with samples of projects and programs. Ms. Matthews and the key personnel assigned will be available to the extent proposed for the duration of the project, and we acknowledge that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the Trust.





TARA MATTHEWS

Principal & Vice President

714.316.2111
tmatthews@webrsg.com

PROFILE

"I enjoy problem solving and working with people who make things happen to improve their community. Seeing a project that I worked on come to fruition is very exciting. I can say, 'I helped make that happen!'"

OUT & ABOUT

San Diego Housing Federation/Policy Committee and Conference Speaker

The Kennedy Commission

California Property Tax Managers Association, Annual Conference Speaker

California State Municipal Finance Officers, Speaker

California Association for Local Economic Development (CALED)

Housing California

Non-Profit Housing Association of Northern California (NPH)

Southern California Association of Non-Profit Housing (SCANPH)

California Association of Local Housing Finance Agencies (Cal-ALHFA)

San Diego Housing Federation (SDHF)

California Association of Local Agency Formation Commissions (CALAFCO)

ABOUT TARA

Driven by the passion to improve the lives of all sectors of a community, Tara expertly navigates projects with a comprehensive knowledge of community development, affordable housing, and economic development. The complexity of her projects includes property acquisition and relocation services, development impact fee analyses, and the creation and monitoring of affordable housing projects. Tara is skilled at client collaboration, strategic planning, research and analysis, financial projections, report writing, and outreach.

EDUCATION

Tara joined RSG in 2004. She received a BS in Earth Sciences at the University of California, Santa Cruz, and a Certificate in Urban Planning and Development from the University of California, San Diego. Tara is an active member of the San Diego Housing Federation and serves on its Policy Committee. She shares her knowledge and proficiency in municipal finance, economic development policy analysis, and real estate to advance client and community objectives.

RECENT ENGAGEMENTS

Prepare strategies to spend affordable housing funds and leverage properties based on community needs and legal requirements. Including how existing resources could help make progress towards RHNA requirements and Housing Element goals. Implement strategies by issuing Requests for Proposals, Notices of Funding Availability or direct property marketing, most recently in the cities of Lake Forest, Merced, Murrieta, Norco, Pinole and Tulare. Ensure proposals meet legal requirements tied to funding sources and properties, such as Senate Bill 341 and LIHTC. Activities also included presenting findings to decision makers.

Provided multiple affordable housing services to the County of Orange, including underwriting and subsidy layering analyses, annual reporting and compliance, and updates to policies and procedures for the HOME, ESG, CoC and CDBG programs.

Negotiate development, affordable housing, and loan agreements between public agencies and housing developers, most recently in Orange County, Pinole, Merced and Murrieta.

Assisted with drafting a memorandum for the County of Orange on the technical requirements for the creation of an emergency rental assistance program funded by the CARES Act CDBG-CV3 and Federal Treasury.





ALEX LAWRENCE

Associate

714.316.2104
alawrence@webrsg.com

PROFILE

"I am passionate about working with community leaders and residents to help solve the diverse and challenging problems that local governments face. I strive to facilitate growth and development that is fiscally responsible, sustainable and equitable to help communities meet their goals."

OUT & ABOUT

CALED Annual Conference
Committee Member

International Council of Shopping
Centers

San Diego Housing Federation
(SDHF)

Non-Profit Housing Association of
Northern California (NPH)

Housing California

California Association of Local
Housing Finance Agencies (Cal-
ALHFA)

California Association of Local
Agency Formation Commissions
(CALAFCO)

ABOUT ALEX

Alexandra joined RSG in 2018 bringing with her a background in public financial management and economic development research. Her work in real estate, affordable housing, and economic development allows her to facilitate growth in industries and communities and assist clients in reaching their goals

EDUCATION

Alexandra holds a BA in Political Economy, *magna cum laude*, from the University of Southern California as well as a Master's Degree in Public Administration from USC. Alexandra's educational background combined with her significant experience in research have provided her with an extensive set of analytical skills that she is able to impart upon each job she works on.

RECENT ENGAGEMENTS

Evaluated responses to the County of San Diego Notice of Funding Availability and made recommendations as to whether the requested funding should be distributed based on the feasibility of the project.

Prepared and distributed a Request for Proposals, analyzed developer responses, and drafted agreements for the City of Murrieta, resulting in a 200-unit multi-generational affordable housing development.

Prepared an affordable housing development programming and feasibility analysis and Request for Proposals soliciting affordable housing proposals for the City of Thousand Oaks. Subsequently evaluated development proposals and provided recommendations to the City, resulting in the selection of a 78-unit affordable homeownership project.

Worked with the Los Angeles Economic and Workforce Development Department to provide a comprehensive pro forma analysis of the proposed Bethune mixed-use development in Los Angeles.

Evaluated a developer's request to refinance a conventional loan and amend controlling documents for an affordable housing project in the City of Murrieta, which resulted in the Murrieta Housing Authority receiving a lump sum payment, earning increased annual residual receipt payments, and ensuring the project units remained affordable.





DOMINIQUE CLARK

Director

714.316.2143
dclark@webrsg.com

PROFILE

“My love for numbers, data, and spreadsheets benefits entire communities, not just one person or one company. I’m grateful that my analytical and project management skills contribute to work that matters to me.”

OUT & ABOUT

Licensed California Real Estate Agent (#01989248)

California Association for Local Economic Development (CALED)

Housing California

Non-Profit Housing Association of Northern California (NPH)

Southern California Association of Non-Profit Housing (SCANPH)

California Association of Local Housing Finance Agencies (Cal-ALHFA)

San Diego Housing Federation (SDHF)

California Association of Local Agency Formation Commissions (CALAFCO)

ABOUT DOMINIQUE

Dominique shares her knowledge and proficiency in real estate, municipal finance, and affordable housing to advance client and community objectives. Her work includes real estate disposition, pro forma analyses, affordable housing work, fiscal impact analyses, and fiscal consultant and continuing disclosure reports.

EDUCATION

Dominique joined RSG in 2013. She earned a BA in Sociology from Wheaton College and a Master of Public Policy (MPP) from the University of Southern California.

RECENT ENGAGEMENTS

Evaluated multifamily residential development proposals submitted in response to County of San Diego and City of Murrieta Notices of Funding Availability (NOFAs) and provided recommendations regarding whether to provide the funding requested by the applicants. Conducted a comprehensive analysis of each project, including the development budget, proposed funding sources, and cash flow projections.

Analyzed the financial capacity of a developer receiving gap financing from the County of San Diego for a multifamily residential project. The analysis included reviewing the developer’s audited financials and assessing the developer’s financial health and capacity using various industry benchmarks.

Assisted affordable housing developers with identifying potential project funding sources and analyzing the competitiveness of their proposed project.

Reviewed several commercial and mixed-use development proposals submitted to the City of Los Angeles Economic and Workforce Development Department (“EWDD”) to advise the City on the feasibility of each proposal.

Conducted a site assessment and market study for the County of San Diego to identify the parameters by which a proposed affordable housing project could be developed on the site and determine the level of local demand for the development.

Prepared fiscal consultant reports related to bond refinancings for California City, Camarillo, Hawthorne, Hollister, Murrieta, Orange County, and San Marcos successor agencies to substantiate available tax revenues to be generated from the respective Project Areas.





MARK SAWICKI

Director

714.316.2194
msawicki@webrsg.com

PROFILE

"I am at my best solving complicated problems, being both logical and creative, as I seek to understand, enhance, and improve programs, policies, systems and organizations for the benefit of California communities."

OUT & ABOUT

Urban Land Institute (ULI)

San Francisco Planning and Urban Research (SPUR)

Municipal Managers Association of Northern California (MMANC)

Housing California

Non-Profit Housing Association of Northern California (NPH)

Southern California Association of Non-Profit Housing (SCANPH)

California Association of Local Housing Finance Agencies (Cal-ALHFA)

San Diego Housing Federation (SDHF)

California Association of Local Agency Formation Commissions (CALAFCO)

ABOUT MARK

Mark has forged a unique 30+ year career across both the public and private sectors, from real estate asset management and small business startups to economic and community development, which informs his approach to municipal consulting services. His work includes real estate advisory services, developer selection and negotiations, public private partnerships, affordable housing development, fiscal and economic impact analyses, municipal service reviews, and economic development policy analysis.

Mark joined RSG in 2020 after leadership roles in economic development, community development, workforce development, and housing with the cities of Oakland, Vallejo, and San Carlos. He was previously a San Francisco Bay Area-based consultant for California cities, counties, and redevelopment agencies. Mark was appointed and served five years on the Housing Advisory Commission with the City of Berkeley and currently serves on the Budget Advisory Commission with the City of Oakland. Earlier in his career he managed a national portfolio of real estate limited partnership investments and co-founded an outsourced financial consulting and accounting firm.

EDUCATION

Mark earned a Masters in Public Policy from the Goldman School at the University of California, Berkeley, and a Bachelor of Science in Finance, cum laude, from New York University, as well as a Certificate in Real Estate Finance and Analysis from NYU.

RECENT ENGAGEMENTS

Evaluated affordable housing development proposals and provided recommendations for selection of a developer for the County of San Diego, and the cities of El Monte, La Palma, and Merced.

Evaluated affordable housing development proposals and provided recommendations for funding for the City of Stockton.

Evaluated proposals to acquire and convert market rate housing into restricted middle-income housing under three Joint Powers Authority bond financing programs for Irvine Community Land Trust, and the cities of Chula Vista, Pleasant Hill, and South Gate.

Assisted with the preparation of affordable housing funding documents for Orange County Community Services.





DENA FUENTES

Director

714.316.2117
dfuentes@webrsg.com

PROFILE

“Revitalizing communities to bring equity, opportunity, and hope for families, residents, and businesses is the essence of local government. Being a collaborative facilitator and problem solver to achieve the community results inspires who I am and what I am about.”

OUT & ABOUT

Housing California

California Association of Local Housing Finance Agencies (Cal-ALHFA)

Non-Profit Housing Association of Northern California (NPH)

Southern California Association of Non-Profit Housing (SCANPH)

San Diego Housing Federation (SDHF)

California Association of Local Agency Formation Commissions (CALAFCO)

ABOUT DENA

Dena has been blessed to have her vocation and avocation align for over 35 years working for the public sector. She is passionate about providing opportunity to all residents of the communities she works with by leading efforts to finance and build needed community resources. This includes creation of jobs, new public facilities, affordable housing opportunities, infrastructure, and addressing housing and services for homeless residents. Dena is an expert in project management, community engagement, and structuring of complex financing and layering of public resources. Dena is a strategic thinker who can take community goals and guide a team to achieve the desired outcomes.

EDUCATION

Dena has a Bachelor of Arts degree in Sociology from the University of California at Santa Barbara and a Master’s in Business Administration from Pepperdine University. Dena’s educational experience combined with over 25 years of executive leadership at the municipal and county level provides a complimentary set of experiences and skills to guide and implement complex projects, programs, and policies. Dena was the Deputy Executive Officer (retired) of the Community Development and Housing Agency for San Bernardino County which included the oversight of the Housing Authority of the County of San Bernardino, the Office of Homeless Services, and the Community Development and Housing Department.

RECENT ENGAGEMENTS

Led RSG’s efforts on designing and implementing the competitive process that would be the basis for the Sacramento CoC’s HUD Special NOFO application to Address Unsheltered and Rural Homelessness. The HUD NOFO process had an abbreviated timeframe and required an extensive process including significant community input with very specific deadlines.

Assisted with multiple housing consulting tasks for the Orange County Community Resources, including reviewing HOME Funding methodology, policies and procedures, home disbursement overview, and preparing a memorandum.

Lead effort to finance over 1,000 affordable housing units located in the cities of 29 Palms, Loma Linda, Redlands, San Bernardino, Yucaipa, Fontana, Adelanto, Barstow, Victorville, and County unincorporated communities.





GREG SMITH

Senior Associate

714.316.2103
gsmith@webrsg.com

PROFILE

"I enjoy problem solving and creating plans that help improve developments."

OUT & ABOUT

CalBRE Broker License
01426432

California Association for Local
Economic Development
(CALED)

Housing California

Non-Profit Housing Association
of Northern California (NPH)

Southern California Association
of Non-Profit Housing
(SCANPH)

California Association of Local
Housing Finance Agencies (Cal-
ALHFA)

San Diego Housing Federation
(SDHF)

California Association of Local
Agency Formation
Commissions (CALAFCO)

ABOUT GREG

Greg's background includes acquisitions, development, asset management, and finance for affordable housing, market rate multifamily, and commercial real estate developments. Having worked in finance and asset management with a commercial real estate lender and afterwards a real estate investment bank, Greg developed strong skills in finance and underwriting. His experience in finance has enabled him to develop a strong background in debt and equity capital markets and financial analysis. Greg has also worked for investment firms developing investment and finance plans utilizing institutional equity partners and various debt sources.

EDUCATION

Greg joined RSG in 2016 as a Senior Associate. He received a BS in Business with an emphasis in marketing from the University of Southern California. Following his career in multifamily and commercial real estate he took his skills and developed a background in the affordable housing industry. His affordable housing experience includes both 9% and 4% LIHTC transactions in ground-up development and acquisition/rehab. He has a significant amount of experience working with various gap financing sources, including: HAP Contracts, AHSC, VHHP, IIG, and other local city and county sources. As a Project Manager, he oversaw all critical aspects of the development process, and was the financing liaison. He personally completed the underwriting and directly sourced the equity and debt for each development.

RECENT ENGAGEMENTS

Reviewed proposals and provided financial feasibility analysis for various RFP submittals for the County of San Diego.

Reviewed, evaluated, and scored developer applications submitted in response to the City of Stockton's Notice of Funding Availability. RSG rated applications based on criteria outlined by City staff, including developer's secured funding sources, the NOFA funding request, financing and leverage, project readiness, unit affordability and mix, cost per unit, development density, developer experience, and consistency with the City's housing objectives.

Provided affordable housing services to the County of Orange, including underwriting and subsidy layering analyses.

Working with the County of San Diego on five separate affordable housing developments. This includes evaluating the developer's pro forma and ensuring that their proposal is consistent with HOME funding requirements.





BRANDON FENDER

Associate

714.316.2106
bfender@webrsg.com

PROFILE

“I enjoy creating equitable and sustainable urban spaces for communities. I thrive in a challenging environment and seek to provide innovative solutions.”

OUT & ABOUT

Advisory Board member for the CALAFCO Legislative Committee

International Council of Shopping Centers

Housing California

Non-Profit Housing Association of Northern California (NPH)

Southern California Association of Non-Profit Housing (SCANPH)

California Association of Local Housing Finance Agencies (Cal-ALHFA)

San Diego Housing Federation (SDHF)

California Association of Local Agency Formation Commissions (CALAFCO)

ABOUT BRANDON

Brandon specializes in providing support in real estate feasibility, economic and fiscal impact analyses, and housing administration. He is most engaged when his research translates to solutions for local governments and access to healthy and safe environments for their citizens. In 2014, Brandon became an entrepreneur, starting the Good Beer Company, the first brewery and tasting room in Santa Ana. After five years of success from concept to business plan and fundraising, to opening a warehouse location, Brandon sold the brewery and returned to RSG, with a direct appreciation for the life of the small business owner which he applies to his work.

EDUCATION

Mr. Fender initially joined RSG in 2009 while attending the University of California, Irvine where he earned a BA in Social Ecology. As a member of numerous project teams, Mr. Fender gained experience in housing administration, economic and market analyses, housing construction and development, municipal finance, and development feasibility.

RECENT ENGAGEMENTS

Reviewed, evaluated, and scored developer applications submitted in response to the City of Stockton’s Notice of Funding Availability. RSG rated applications based on criteria outlined by City staff, including developer’s secured funding sources, the NOFA funding request, financing and leverage, project readiness, unit affordability and mix, cost per unit, development density, developer experience, and consistency with the City’s housing objectives.

Reviewed and analyzed a housing developer’s pro forma and financing proposal to extend existing affordable housing covenants and fund the rehabilitation and future operation of a non-contiguous multi-family housing project for the City of Avalon.

Evaluated developer proposals for the construction and operation of a new senior housing project located in Ramona, California on land owned by the County of San Diego. RSG’s evaluation included independent review of construction costs, funding sources, and cash flow for each proposed project to support developer selection and land disposition.

Conducted HOME subsidy layering analyses in conjunction with neighborhood standards reviews for the County of Orange Department of Housing and Community Development that demonstrated the necessity of the subsidy for the rehabilitation and development of affordable housing.



EXAMPLES OF EXPERIENCE RELATED TO SCOPE OF SERVICES

Please see below for RSG's experience in performing services of a similar nature to that solicited in this RFP, including the participation in such services by the key personnel proposed for assignment to this project and the relevant timeframes for the services provided.

AFFORDABLE HOUSING SERVICES – SAN DIEGO COUNTY

RSG serves as the primary consultant for the County of San Diego Health & Human Services Agency, Housing and Community Development Services. Since 2016, RSG has provided the County with the following services:

- Underwriting – Since 2016, RSG has conducted the underwriting and complete technical evaluations of multiple development proposals for affordable housing projects located throughout San Diego County. In this capacity, RSG has provided services including:
 - Developer Reviews – San Diego County retained RSG to review and evaluate responses to multiple NOFAs that the County issued regarding funding available for eligible affordable housing projects. This engagement capitalizes on our experience with the HOME Investment Partnerships Program, Section 8 Rental Assistance Project-Based Vouchers (PBVs), and Project-Based Veterans Affairs Supportive Housing (VASH) Vouchers. For each project, RSG thoroughly reviews the developer's pro forma, including construction cost estimates, proposed sources and uses of funding, income and expense assumptions, and cash flow projections.
 - Subsidy Layering Analyses – For each application, RSG performs a subsidy layering analysis to determine the project's compliance with the strictest requirements of the various proposed funding sources. For projects proposed to be funded with TCAC funding, RSG estimates the project's competitiveness for tax credit funding.
 - Memorandums – For each development proposal we review, RSG provides the County a memo providing our recommendation regarding the amount of County funding warranted for the project and a summary of the strengths and weakness of the project. Our memo also details the developer's major pro forma assumptions and whether each assumption complies with County requirements and TCAC Guidelines (if applicable).
- Ramona Market Study – RSG evaluated a site located in the Ramona community plan area to determine whether it was suitable for the development of an affordable senior group home. RSG conducted a site assessment to identify the parameters by which an affordable senior group home could be developed on the site, as well as a market assessment to determine the level of local demand for this type of development. Based on our site assessment and market assessment, RSG found the property suitable for an affordable senior group housing development. RSG estimated that the property could be developed with up to 245 living units, a 60,000-square foot senior center, and a parking lot of about 245 spaces. Based on RSG's assessment, the County moved forward with issuing an RFP to select a developer for the project.
 - The services provided to the County of San Diego have given RSG experience in evaluating both market studies and technical underwriting for low-income housing tax credit projects. We evaluate and help to substantiate market conditions for projects that are requesting funding from the County.

- Ramona Senior Housing RFP Review – After the County solicited proposals for development of a senior group housing project on a County-owned site, RSG analyzed the financial feasibility of each proposed project. For each proposal, RSG’s evaluation included assessing the reasonableness of the proposed total development budget; determining the accuracy of the developer’s assumptions regarding income, expenses, interest rates, and tax credit pricing; and auditing the developer’s 30-year cash flow projections. After reviewing all of the proposals, RSG assessed the strengths and weaknesses of each proposal and provided the County with a recommendation of the strongest proposal.
- Homekey Review – RSG assisted the County with review of a developer’s proposal to acquire a hotel for conversion into housing. The developer proposed to partially fund the Project with HCD Homekey Program funding, as well as County funding. RSG reviewed the developer’s pro forma and provided the County a memo detailing our recommendation regarding the County funding request. The memo also summarized strengths and weaknesses of the project and our review of the pro forma assumptions. RSG highlighted potential changes to the pro forma that could increase the project’s financial feasibility and result in less County funding needed.
- Developer Capacity Evaluation – RSG performed analyses indicating the feasibility of potential projects, highlighting whether any gap financing is needed. RSG also scrutinized the developer’s assumptions to ensure that the anticipated costs, revenues, and operating and replacement reserves were realistic and not over/understated. This included a detailed look at developer fees and deferred fees. Additionally, RSG prepared a long-term cash flow to ensure that prospective developers could remain solvent as an operator throughout the duration of the affordability period. RSG delivered a peer review pro forma analysis, consisting of detailed construction and project phasing assessment, a phasing and post-stabilization 55-year operating forecast, and various measures of return on investment based on the proposed developer’s preferred disposition of the project once developed.

Lead Staff: Tara Matthews, Alex Lawrence, Dominique Clark, Mark Sawicki, Greg Smith, Brandon Fender

Date of Services: 2016 – Current

AFFORDABLE HOUSING SERVICES – ORANGE COUNTY COMMUNITY RESOURCES

Since 2015, RSG has provided on-call housing consulting services to Orange County Community Resources for a wide variety of housing programs and projects. Our services have included:

- SB 341 Reporting – RSG prepares the annual Housing Successor Agency expenditure report for the County. As part of this work, RSG is proactive to engage our clients in the identification of issues and opportunities for investment to maximize the use of these resources. In this capacity, we have helped the County identify additional funding that was included in their most recent Permanent Supportive Housing NOFA. We also identify and track the use of the County’s HOME funds to ensure they are leveraging funds and meeting legal requirements.
- HOME Compliance – RSG routinely identifies and tracks the use of the County’s HOME funds to ensure they are leveraging funds and meeting legal requirements. Activities include conducting a Subsidy Layering Review that includes:

- Reviewing the developer’s development pro forma to determine the reasonableness of estimated development costs, revenue assumptions and proposed financing structure, including, but not limited to, the potential for receiving HOME funds.
- Preparing a memorandum detailing our findings and recommendations regarding the economic feasibility of the proposed development, as well as whether the total requested amount of program funding and other governmental assistance exceeds the amount necessary to make the project feasible due to the unreasonableness of the costs and/or projected rate of return.
- Agreement Preparation and Loan Closings – The County also requested that RSG serve as a project coordinator on multiple projects wherein we were responsible for the preparation and oversight of controlling documents. We were responsible for working with legal counsel and coordinating with the entire development team to prepare project closing documents. In this capacity RSG, reviewed and ensured compliance with County NOFA requirements. To this end, we also provided feedback on the preparation of subsequent County NOFAs to help clarify items and ensure a smooth process.

Lead Staff: Tara Matthews, Mark Sawicki, Dena Fuentes, Greg Smith, Brandon Fender

Date of Services: 2015 – Current

NOFA APPLICATION REVIEWS – CITY OF STOCKTON

RSG reviewed seventeen applications submitted to the City of Stockton in response to two Notices of Funding Availability (“NOFA”) for Affordable Housing Projects and Permanent Housing for Homeless Persons in June and December of 2021. These reviews were conducted to ensure the quality and completeness of these applications through analysis of development costs, review of sources and uses of funding, and comparison of proposed densities, City-subsidy per unit, developer fees, and NOFA requests in each application.

After relaying the conclusions drawn from the review of the applications to Stockton city staff, RSG’s analysis resulted in Stockton approving loans from eight different funding sources for eleven projects. Across the proposed projects, the funding amount totaled \$18.7M and would result in development of 725 affordable housing units. RSG continues to support the City in preparing draft loan and regulatory agreements, promissory notes and deeds of trust.

Lead Staff: Mark Sawicki, Greg Smith, Brandon Fender

Date of Services: May 2021 – October 2022

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SPECIAL CONTINUUM OF CARE NOTICE OF FUND OPPORTUNITY – SACRAMENTO STEPS FORWARD

The U.S. Department of Housing and Urban Development (“HUD”) released a nationally competitive Special Continuum of Care Notice of Funding Opportunity (“NOFO”) to Address Unsheltered and Rural Homelessness. Sacramento Steps Forward, the Continuum of Care (“CoC”) for Sacramento County, contracted with RSG to design and implement the competitive process that would be the basis for the Sacramento CoC’s HUD Special NOFO application. The HUD NOFO process had an abbreviated timeframe and required an extensive process including significant community input with very specific deadlines. RSG was hired to create and implement the selection process which included creating a Request for Applications, conducting outreach sessions with potential homeless providers/applicants, undertaking training with the review panel, creating content for HUD required posting, facilitating the review panel, preparing final recommendations, providing language for the CoC staff report and attending the Sacramento CoC

meeting to address questions regarding the recommendation. Sacramento Steps Forward met all mandated NOFO requirements and submitted by the deadline the Sacramento CoC application to HUD.

Lead Staff: Dena Fuentes

Date of Services: August 2022 – November 2022

AFFORDABLE HOUSING NOFA – CITY OF TULARE

The City of Tulare had over \$1.5 million in Low- and Moderate-Income Housing Asset Funds. RSG presented various options to expend those funds while meeting community needs. The City decided to set-aside \$500,000 for homeless prevention activities and \$1 million for affordable housing development. RSG drafted a Notice of Funding Availability (NOFA) soliciting developer proposals to apply the City's \$1 million to local affordable housing development, with a preference for permanent supportive housing for the formerly homeless. The NOFA requirements helped the City assess developer qualifications and detail selection criteria. RSG reviewed the responses and assisted the City with developer selection, negotiations, and agreement preparation.

Lead Staff: Tara Matthews

Date of Services: 2020 – Current

HOUSING ADMINISTRATIVE SERVICES – CITY OF MURRIETA

Murrieta's Housing Authority originally retained RSG's services in 2015 for Housing Program Administrative Services. Since then, we have worked on a variety of assignments, including the following:

- Property Disposition Strategy – RSG crafted a strategy for the disposition or development of the Housing Authority's land assets to meet their extended deadline. RSG evaluated site and community characteristics, market feasibility, and the City's goals and resources, among other factors. Based on RSG's analysis and recommendations, the Housing Authority proceeded with the sale of two properties and plans to use the proceeds to help develop a third property.
- Property Disposition Development – The Housing Authority currently employs RSG to advise on the sale process and to prepare the RFP for affordable housing developer selection for property development. In this capacity, RSG has assisted with the preparation of offering memorandums outlining the client's criteria and desired terms for purposes of dissemination to third parties (developers, interested parties, and any other parties) for the properties. The OM sets forth the process for reviewing offers and selecting potential buyers and provides links to information to encourage buyers to consider making offers. RSG has also assisted staff with the preparation of an RFP notifying affordable housing developers of available project funding and properties and selecting a qualified developer.

Lead Staff: Tara Matthews, Alex Lawrence

Date of Services: 2015 – Current

PROPOSAL EVALUATION – CITY OF MERCED

Since 2018, the City of Merced and the Merced Housing Successor Agency have retained RSG for housing consulting services. Among other activities, RSG assisted the City in issuing a Request for Proposals to develop affordable housing on Housing Successor property. RSG reviewed and analyzed pertinent data and materials provided in each developer submittal to

evaluate the completeness of the proposal in accordance with the criteria and requirements identified in the RFP. RSG's evaluation included a detailed analysis of the development costs for the improvements based on current third-party cost data obtained from Marshall & Swift Valuation Services, our recent comparable project experience, as well as the related "indirect" construction costs identified by each developer proposal. RSG also scrutinized the developers' assumptions to ensure that the anticipated costs, revenues, and operating and replacement reserves were realistic and not over/understated. RSG also prepared a long-term cash flow for each proposal to ensure that the prospective developer could remain solvent as an operator throughout the duration of the affordability period.

Based on RSG's detailed evaluation of the proposals, we recommended finalists to the City and prepared interview questions to be used for the selected developers. RSG participated in interviews along with staff to select a developer that best meets the needs of the community. RSG also worked with staff and legal counsel to prepare and present developer submittals to the Council.

Lead Staff: Tara Matthews

Date of Services: 2020 – 2021

Attachment 4

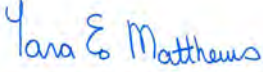
Compensation Proposal

Enter below the proposed price for full compensation to proposer for full and complete performance of the Services identified in the RFP Scope of Services. Prices shall include direct costs, indirect costs, profit, and any other costs associated with providing the services as described in this RFP.

Fee, including expenses: \$ 415,000*

*RSG budgeted \$20,000/per application for an estimated 20 total applications over the next 3 years, based on the Trust receiving 20 applications in last 3 years. In addition, we budgeted \$5,000/per year for two (2) meetings a year, for the next 3 years.

Proposer Name: RSG, Inc.
 Address: 17872 Gillette Ave. Suite 350
Irvine, CA 92614
 Phone Number: (714) 541-4585

Signature: 
 Printed Name: Tara Matthews
 Title: Principal
 Date: 2/23/2023

RSG Hourly Billing Rates

Principal/Director	\$ 275
Senior Associate	\$ 200
Associate	\$ 185
Senior Analyst	\$ 150
Analyst	\$ 135
Research Assistant	\$ 125
Technician	\$ 80
Clerical	\$ 60
Reimbursable Expenses	Cost plus 10%

RSG does not charge clients for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage or incidental copies. However, we do charge for messenger services, overnight shipping/express mail costs, and teleconferencing services. We also charge for copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended, and the hourly rate.

Attachment 5

ORANGE COUNTY HOUSING FINANCE TRUST CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Title: Financial Analysis Services

Was a campaign contribution, regardless of the dollar amount, made to any member of the Orange County Finance Housing Trust Board of Directors on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes No

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: Tara Matthews

Contributor or Contributor Firm's Name: RSG, Inc.

Contributor or Contributor Firm's Address: 17872 Gillette Ave. Suite 350, Irvine, CA 92614

Is the Contributor:

- The Applicant Yes No
- Subcontractor Yes No
- The Applicant's agent/ or lobbyist Yes No

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Trust Board Member(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Trust Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Trust Board Members or to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the Orange County Housing Finance Trust any future contributions made to members of the Trust Board of Directors by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

2/23/2023
Date

RSG, Inc.
Print Firm Name, if applicable

Tara E Matthews
Signature of Applicant

Tara Matthews
Print Name of Applicant



Harris & Associates



FINANCIAL ANALYSIS SERVICES

February 24, 2023



February 24, 2023

Adam Eliason
Manager
Orange County Housing Finance Trust
1 League #62335
Irvine, CA 92602

FINANCIAL ANALYSIS SERVICES

Dear Mr. Eliason:

Harris & Associates (“Harris”) is pleased to present our proposal for consultant services to review applications to the Orange County Housing Finance Trust’s (“Trust” or “OCHFT”) Notices of Funding Availability (“NOFA”) to determine their financial feasibility and compliance with Trust NOFA requirements and underwriting. Harris understands that this scope of work is central to the Trust’s mission to strengthen the communities in Orange County by financing the development of affordable housing for homeless and low-income individuals and families.

Harris provides very similar services to several current clients, most notably the San Gabriel Valley Regional Housing Trust. Members of the Harris team also have very compatible experiences prior to their time at Harris, including for the City of Santa Monica and the Irvine Community Land Trust. Harris brings the necessary expertise to the Trust and offers the following benefits:

Aligned Purpose and Shared Values: Harris’s purpose is to build equitable, resilient, and sustainable communities. Our vision is to align in passion, purpose, and values with our stakeholders and be trusted advisors to community leaders. Affordable housing and homelessness solutions are a critical need with limited resources—every dollar counts and must be leveraged to the fullest extent. Our analyses are extremely detail oriented—we leave no stone unturned to make sure that all available funding is leveraged to the full extent to justify or minimize any financial or land subsidies for the development of affordable housing. We understand what is at stake and have the expertise to maximize funding and stretch resources to provide meaningful and impactful solutions.

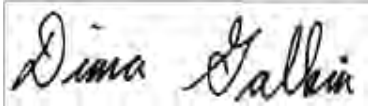
Professional Expertise: Harris has significant experience in soliciting and evaluating development proposals in accordance with program guidelines and underwriting standards, analyzing the economic and financial feasibility of affordable housing development, creating and implementing Notices of Funding Availability, organizing and leading project team and public meetings for housing discussions, preparing grant applications and implementation to comply with funding source requirements, and otherwise assisting public agencies to finance and support affordable housing development.

Team Capacity: Our team has a portfolio of successfully completed large, complex projects and a long history of exceptional work, including the creation of a Revolving Loan Fund in months and Housing Element updates in about a year. Further, Harris prioritizes a client-oriented approach focused on proactive communication, responsiveness, and producing high-quality work. Our team’s size and structure enable us to complete large projects quickly and to respond timely to our clients.

With the qualifications summarized above and detailed further in this proposal, we hope to have the opportunity to support the OCHFT with application reviews and selections of affordable housing developments for OCHFT funding.

All parts of this proposal shall remain valid for a period of not less than 120 days from the Proposal Submittal Deadline of February 24, 2023.

Sincerely,
Harris & Associates, Inc.



Dima Galkin
Senior Project Manager
(314) 304-1448 ■ Dima.Galkin@WeAreHarris.com

PERSON AUTHORIZED TO NEGOTIATE AND EXECUTE AGREEMENT:

Hitta Mosesman
Vice President, Community Development + Housing
Principal-in-Charge/Authorized Signatory for
Harris & Associates, Inc.
22 Executive Park, Suite 200 Irvine, CA 92614
(949) 291-3729
Hitta.Mosesman@WeAreHarris.com

MAIN POINT OF CONTACT:

Dima Galkin
Sr. Project Manager, Community Development + Housing
22 Executive Park, Suite 200 Irvine, CA 92614
(925) 969-8001
Dima.Galkin@WeAreHarris.com



TABLE OF CONTENTS

- Firm Profile..... 4**
- Project Staffing 5**
- Subcontractors 11**
- Organization Chart..... 12**
- Similar Experience 13**
- Experience of the Principals and Key Personnel..... 19**
- Proposed Scope of Work..... 20**
- Example Scopes of Services..... 20**
- Conflict of Interest..... 29**
- Compensation Proposal..... 29**
- Disclosure of Contributions..... 29**

FIRM PROFILE

Company Background and Profile

Founded in **1974**, Harris is a multi-disciplinary firm focused on serving communities throughout California— we have **10 offices** and a staff of **more than 240 employee-owners**. Focusing on the team that would work on this effort, the **Community Development and Housing team** consists of **seven employee-owners**. The Harris team is committed to solve today’s complex challenges in communities by providing community development, planning, financing, engineering and construction management consulting services to cities, counties, special districts, and other public entities.

As an employee stock ownership plan **S Corporation**, all Harris employees are company owners and are 100% invested and accountable for the success of our clients and Harris. We have demonstrated this high level of investment and accountability through our long-term community development projects. We partner with communities to meet their goals with affordable housing and homelessness projects. We pride ourselves on listening to our client’s needs, doing the job right the first time, and meeting schedules.

What sets Harris apart in the industry is the depth and range of the services we provide. Harris staff have two decades of experience providing a wide array of housing and government administration services to California cities and other public agencies. We are uniquely positioned to provide real-world solutions as we understand both the planning and the financial feasibility side of providing housing, including a deep understanding of the real estate market as it relates to developing affordable housing and homeless solutions. As financial experts, we are aware of the challenges in developing affordable housing given high construction costs and a lack of public funding sources.

We can assist communities in assessing all available options to incentivize the production of affordable housing. We also have a qualified and experienced grants team to assist and advise agencies on State and Federal funding opportunities for affordable housing and other purposes. We tailor our services to the needs of each community to identify planning and zoning options, ensure that local, state and federal funding sources are fully leveraged, analyze financial feasibility and development underwriting, and coordinate with the development community on solutions. Our underwriting experience provides reference points to determine key guidelines, including debt coverage ratio, reserve requirements, and loan terms. Harris would review the NOFA and OCHFT Guidelines carefully to evaluate applications for compliance.

YEAR FOUNDED:

1974

FORM OF THE ORGANIZATION:

S Corporation

NUMBER, SIZE, AND LOCATION OF OFFICES:

We have ten office locations that are shown on the map below.

NUMBER OF EMPLOYEES:

251 employees



Services Offered

Our housing services include:

- Strategic Funding Analyses
- Development underwriting analysis
- Developer agreements/negotiation/proposal peer review
- Homelessness Planning and Advisory Services
- Affordable Housing Planning/Compliance/Reporting
- Inclusionary Housing Studies
- Economic/Fiscal Analyses on Increased Housing Density
- Housing Element Updates and Reporting
- Grant Research and Applications
- Zoning Analysis
- Implementation Plans and Strategies



Harris currently advises the San Gabriel Valley Regional Housing Trust (“SGVRHT”). Harris’s role includes reviewing and underwriting loan applications, advising on and assisting with presentations to the SGVRHT Board, and preparing State grant (Local Housing Trust Fund) applications to secure additional funding. In addition, the San Gabriel Valley Council of Governments (“SGVCOG”) engaged Harris to create and implement a Revolving Loan Fund (“RLF”) program, to apply for additional grant funding, and to analyze the establishment of an affordable housing bond issuance program. For the RLF program, Harris drafted guidelines and operating procedures, presented to the Board to approve the RLF’s creation, and is currently supporting the implementation of the RLF program.

PROJECT STAFFING

Harris has assembled a team of qualified professionals to provide the OCHFT with an efficient process to review applications to the Trust’s NOFAs to determine their financial feasibility and compliance with Trust NOFA requirements and underwriting. The team has a successful track record managing large, complex projects within accelerated timeframes, a broad range of housing experience, a client-oriented approach, and expertise in affordable housing underwriting. The resumes on the following pages describe team members’ education, experience, credentials, current assignments, level of commitment (“LOC”) to those assignments, availability for this assignment over the course of three years, and time with Harris. Our key team members will provide direct and thorough guidance to support staff so that reviews and analysis can be completed as cost-effectively as possible and on schedule while maintaining the quality of work.

Principal in Charge, Hitta Mosesman, has more than 20 years of experience with housing planning and development, including underwriting and advising on the development of affordable housing projects, economic/financial analysis, housing policy advisory services, and community outreach.

Dima Galkin has effectively provided consulting services on a number of projects. As the Senior Project Manager, managing Harris’s current work for SGVRHT and SGVCOG, Dima coordinates closely with client staff and manages Harris staff in the evaluation of loan applications, drafting loan agreements, preparing Local Housing Trust Fund grant applications, researching and evaluating other potential funding sources, and assisting with the portion of the State Earmark allocated to pipeline projects. Dima also oversees Harris’s efforts with the Revolving Loan Fund program and the bond issuance program research. Dima previously worked for the City of Santa Monica, managing the evaluation and/or implementation of affordable housing development loans funded by the City’s Housing Trust Fund, including short-term, acquisition/pre-development loans. As project manager, Dima followed the City’s policies and procedures and coordinated with developer-applicants to ensure that the projects and the City’s subsidies satisfied underwriting and program guidelines, per the City’s Housing Trust Fund Guidelines.

Hitta Mosesman

Title and Role: Principal in Charge

Hitta has over 20 years of housing and community development consulting experience and has worked with cities, public agencies, and special districts throughout California. Hitta has unique expertise that ranges from planning to economic and financial analysis, to project implementation related to housing and other land uses. She is currently leading services for the cities of Walnut Creek, Irvine, Victorville, Hawthorne, Duarte, Bellflower, and Garden Grove on housing elements and tools to produce affordable housing projects. Hitta's depth of expertise is not only in the planning, but also in the financial feasibility and effective implementation of affordable housing, which allows her to provide a thorough viewpoint for the lifecycle of addressing the housing crisis.

RELEVANT EXPERIENCE

- San Gabriel Valley Regional Housing Trust, Housing Advisory Services (including grant applications, review of development proposals and establishing a revolving loan fund for affordable housing projects serving lower income households).** Principal-in-Charge. The Trust's primary goals are to promote the development of affordable housing and to advance solutions for homelessness in the San Gabriel Valley. Harris assists the SGVRHT on grant applications, evaluation and ranking of affordable housing loan applications, preparing commitment letters and loan documents/agreements, and researching potential funding sources. To date, Harris has helped secure more than \$3.1 million in grant funding and to award more than \$11.6 million to 10 developments for the creation of more than 550 affordable housing units. In addition to renewing Harris's contract for general housing consulting services, the Trust engaged Harris to create a revolving loan fund program starting with an \$8 million State earmark.
- City of Hawthorne, Affordable Housing Advisory Services.** Principal-in-Charge. Hitta oversees a team that guides the City on its use of affordable housing funds to achieve the City's objectives most economically. Harris is helping the City to allocate more than \$10 million to various housing priorities, to work with a non-profit to develop a City-owned site with a permanent supportive housing project for unhoused veterans, to administer grant funds, and to rehabilitate existing City-owned affordable housing developments.
- City of Irvine, General Plan Update 6th Cycle Housing Element and Housing Consulting Services.** Principal-in-Charge. Hitta is currently leading a comprehensive update to the City's General Plan following the successful preparation and certification of the City's Housing Element Update (also led by Hitta and certified in May 2022) involving a RHNA of over 23,000 units. Hitta is also preparing a feasibility study focused on the City's inclusionary housing requirement and has prepared the Annual Progress Report on the Housing Element and an Affordable Housing Strategy and Implementation Plan (a component of the City's Housing Element). These services assisted the City in continuing its eligibility for affordable housing funding, identified resources and potential timing for the development of affordable housing, assessed current housing conditions to identify issues of concern on housing safety and assisted the City with confirming that residents of affordable units qualify in the designated income categories.
- Cities of Walnut Creek and Millbrae, 6th Cycle Housing Element and General Plan Update.** Principal in Charge. Harris is preparing the Walnut Creek and Millbrae Housing Element Updates. The scope of work includes the preparation of the Housing Elements, pursuant to the requirements of the California Housing and Community Development Department (HCD), community engagement assistance, and coordination with staff and HCD. Hitta oversees and provides guidance to the project team. Drafts of both Housing Elements were submitted to HCD in the Fall/Winter of 2022.



YEARS WITH FIRM

4 Years

AVAILABILITY ON ASSIGNMENT

3%

EDUCATION

BA, Economics

Minor in Business Management

CURRENT ASSIGNMENTS

- San Gabriel Valley Regional Housing Trust, Housing Advisory Services.** LOC: low
- San Gabriel Valley Council of Governments, Affordable Housing Bond Program.** LOC: low
- City of Hawthorne, Affordable Housing Advisory Services.** LOC: low
- City of Irvine, General Plan Update (including 6th Cycle Housing Element Update) and Housing Consulting Services.** LOC: high
- Monterey County, Housing, Safety & EJ Elements.** LOC: high
- Orange County Fire Authority, Tax Projection.** LOC: moderate
- City of Bellflower, Economic Development and Housing Services.** LOC: low
- City of Oxnard, Professional Services.** LOC: low

Dima Galkin

Title and Role: Senior Project Manager

Dima has 10 years of experience in housing analysis, for both market-rate and affordable development. He has advised cities and a regional housing trust on securing and leveraging funding for affordable housing, reviewed pro formas, prepared and edited loan agreements and related documents, and assisted with Housing Element and General Plan updates. Dima's experience includes a year working directly for the City of Santa Monica's Housing Division.

Dima utilizes his public- and private-sector experiences to guide clients efficiently and effectively—through affordable housing development, housing policy and planning updates, and financial analysis. Through his expertise and analysis, Dima helps clients to stretch local dollars further and to attract State and other funding by identifying best practices and evaluating alternatives.

RELEVANT EXPERIENCE

- San Gabriel Valley Regional Housing Trust**, *Housing Advisory Services (including grant applications, review of development proposals and establishing a revolving loan fund for affordable housing projects serving lower income households)*. Project Manager. The Trust's primary goals are to promote the development of affordable housing and to advance solutions for homelessness in the San Gabriel Valley. Harris assists the SGVRHT on grant applications, evaluation and ranking of affordable housing loan applications, preparing commitment letters and loan documents/agreements, and researching potential funding sources. To date, Harris has helped secure more than \$3.1 million in grant funding and to award more than \$11.6 million to 10 developments for the creation of more than 550 affordable housing units. In addition to renewing Harris's contract for general housing consulting services, the Trust engaged Harris to create a revolving loan fund program starting with an \$8 million State earmark.
- City of Hawthorne**, *Affordable Housing Advisory Services*. Project Manager. Dima leads a team that guides the City on its use of affordable housing funds to achieve the City's objectives most economically. Harris is helping the City to allocate more than \$10 million to various housing priorities, to work with a non-profit to develop a City-owned site with a permanent supportive housing project for unhoused veterans, to administer grant funds, and to rehabilitate existing City-owned affordable housing developments.
- City of Santa Monica**, *Housing Division Staff Member / LHTF Application and Senior Development Analyst Backfill*. Senior Development Analyst / Project Manager. The City of Santa Monica supports affordable housing development financially from the City's Housing Trust Funds. The Housing Division reviews all loan applications and works with developers to ensure compliance with the Housing Trust Fund Guidelines. Dima was directly responsible for the review of two loan applications from affordable housing developers, one for acquisition-rehabilitation and one for new construction. Dima also managed the Request for Proposals process for what is expected to be the City's second largest affordable housing development. The process included coordinating with senior staff members in various City departments to review nine proposals from seven development teams. On his own initiative, Dima spearheaded the City's Permanent Local Housing Allocation (PLHA) and Local Housing Trust Fund (LHTF) State funding application.



YEARS WITH FIRM

3 Years

AVAILABILITY ON ASSIGNMENT

10%

EDUCATION

MPL, Master of Planning

BA, Urban Studies & Political Science

CURRENT ASSIGNMENTS

- San Gabriel Valley Regional Housing Trust**, Housing Advisory Services. **LOC:** high
- San Gabriel Valley Council of Governments**, Revolving Loan Fund Program. **LOC:** high
- San Gabriel Valley Council of Governments**, Affordable Housing Bond Program. **LOC:** high
- City of Hawthorne**, Affordable Housing Advisory Services. **LOC:** moderate
- City of Santa Monica**, Housing Contract Services. **LOC:** low

Kelly Morgan

Title: Project Manager | Role: Assistant Project Manager

Kelly is a professional with 16 years of experience specializing in project management, business development operations, human resources, and grants administration, with over three years of direct experience in grants preparation and administration for municipalities throughout California. Throughout her professional career she has coordinated and managed company and client projects through the provision of strategic guidance and support while ensuring consistent alignment with business goals and client objectives.

RELEVANT EXPERIENCE

- San Gabriel Valley Regional Housing Trust, Housing Advisory Services (including grant applications, review of development proposals and establishing a revolving loan fund for affordable housing projects serving lower income households).** Deputy Project Manager. The Trust's primary goals are to promote the development of affordable housing and to advance solutions for homelessness in the San Gabriel Valley. Harris assists the SGVRHT on grant applications, evaluation and ranking of affordable housing loan applications, preparing commitment letters and loan documents/agreements, and researching potential funding sources. Kelly assists with managing a Technical Assistance project and the Revolving Loan Fund program. Additionally, she helps to coordinate with the client, to track project schedules, and to manage the project team internally. To date, Harris has helped secure more than \$3.1 million in grant funding and to award more than \$11.6 million to 10 developments for the creation of more than 550 affordable housing units. In addition to renewing Harris's contract for general housing consulting services, the Trust engaged Harris to create a revolving loan fund program starting with an \$8 million State earmark.
- City of Hawthorne, Affordable Housing Advisory Services.** Deputy Project Manager. Harris is helping the City to allocate more than \$10 million to various housing priorities, to work with a non-profit to develop a City-owned site with a permanent supportive housing project for unhoused veterans, to administer grant funds, and to rehabilitate existing City-owned affordable housing developments. Kelly assists with leading a team that guides the City on its use of affordable housing funds to achieve the City's objectives most economically.
- Monterey County, Housing, Safety and Environmental Justice Element Update.** Project Manager. Harris is preparing the County of Monterey Housing Element and General Plan Update. The scope of work includes the preparation of the Housing Element, pursuant to the requirements of the California Housing and Community Development Department (HCD), community engagement assistance, and coordination with staff, and HCD. Kelly currently leads the Harris Housing and Community Development team in in all community outreach activities, the preparation of the Housing Element sections, and all coordination with staff and HCD. Both the Housing Element and General Plan Update are set to be submitted in the Winter/Spring of 2024.



YEARS WITH FIRM

1 Year

AVAILABILITY ON ASSIGNMENT

10%

EDUCATION

MBA, Emphasis in Public Administration
BA, Sociology

CURRENT ASSIGNMENTS

- San Gabriel Valley Regional Housing Trust, Housing Advisory Services.** LOC: high
- San Gabriel Valley Council of Governments, Affordable Housing Bond Program.** LOC: high
- San Gabriel Valley Council of Governments, Revolving Loan Fund Program.** LOC: high
- City of Hawthorne, Affordable Housing Advisory Services.** LOC: moderate
- Monterey County, Housing, Safety and Environmental Justice Elements.** LOC: high
- City of Oxnard, Professional Services.** LOC: low
- City of Santa Monica, Housing Contract Services.** LOC: low

Irlanda Martinez Romero

Title: Project Manager | Role: Advisor

Irlanda has experience navigating projects related to affordable housing, public finance, community development, economic development, and successor agency administration. She combines her professional background with her experience in community advocacy to help communities grow in equitable ways. Irlanda's expertise includes affordable housing compliance monitoring, development impact fee analyses, fiscal and economic impact analyses, and successor agency administration, among others. Irlanda is a Tax Credit Specialist, attesting for in-depth knowledge of HUD 4350.3 Rev-1 and LIHTC guidelines and regulations.

RELEVANT EXPERIENCE

- **Cities of Walnut Creek and Millbrae, 6th Cycle Housing Element.** Project Manager. Harris is preparing the Walnut Creek and Millbrae Housing Element Updates. The scope of work includes the preparation of the Housing Elements, pursuant to the requirements of the California Housing and Community Development Department (HCD), community engagement assistance, and coordination with staff, and HCD. Irlanda currently leads the Harris Housing and Community Development team in all community outreach activities, the preparation of the Housing Element sections, and all coordination with staff and HCD. Both Housing Elements were submitted to HCD in the Fall/Winter of 2022.
- **City of Hawthorne, On-Call Affordable Housing Compliance and Agreement Advisory Services.** Project Manager. Harris is assisting the City with developer agreements for density bonus projects, a project to house homeless veterans, developing a housing compliance monitoring database and system compliance reporting, and annual reporting related to affordable housing revenues and expenditures.
- **City of Garden Grove, Affordable Housing Services.** Senior Analyst. Irlanda provided Affordable Housing Services related to development proposals for financial feasibility and regulation compliance, including review and evaluation of the proposals and pro formas to ensure consistency with HOME funding requirements/ regulations, and full and correct leveraging of all available financial sources to justify the subsidy request. Additionally, Irlanda assisted with the analysis of the City's 6th cycle RHNA allocation.



YEARS WITH FIRM

3 Years

AVAILABILITY ON ASSIGNMENT

2%

EDUCATION

BA, Economics
Minor in Labor Studies

Fluent in Spanish

CURRENT ASSIGNMENTS

- **City of Walnut Creek,** Housing Element Update. **LOC:** high
- **City of Millbrae,** Housing Element Update. **LOC:** high
- **City of Hawthorne,** Affordable Housing Advisory Services. **LOC:** high
- **Monterey County,** Housing, Safety & EJ Element. **LOC:** moderate
- **San Gabriel Valley Regional Housing Trust,** Housing Advisory Services. **LOC:** low

Lynnete Guzman

Title: Deputy Project Manager | Role: Analyst

Lynnete is a multitasking planner with four years of consulting experience and over 10 years of experience in community planning. Her experience ranges from policy and data analysis, community outreach, grant writing, and marketing. Lynnete has experience working on General Plans, specifically updates to the Housing Element, Land Use Element, and Environmental Justice Element. Lynnete also prepares and writes plans for Specific Plans and Economic and Market Profiles.

RELEVANT EXPERIENCE

- **San Gabriel Valley Council of Governments**, *Revolving Loan Fund*. Analyst.
- **San Gabriel Valley Regional Housing Trust**, *Housing Advisory Services*. Analyst.
- **County of Monterey**, *Housing Element Update*. Analyst.



YEARS WITH FIRM
<1 Year

AVAILABILITY ON ASSIGNMENT
5%

EDUCATION
MS, Urban Planning

CURRENT ASSIGNMENTS

- **Monterey County**, Housing, Safety and Environmental Justice Elements. **LOC:** high
- **San Gabriel Valley Council of Governments**, Affordable Housing Bond Program. **LOC:** moderate
- **San Gabriel Valley Regional Housing Trust**, Housing Advisory Services. **LOC:** moderate
- **San Gabriel Valley Council of Governments**, Revolving Loan Fund Program. **LOC:** moderate

Kyle Westra

Title: Senior Analyst | Role: Analyst

Kyle has four years of experience working in the city and local government consulting field. He specializes in data analysis and GIS work, and demonstrates exceptional value added in projects that combine the two. These projects include Housing Element Update site inventory and AFFH sections, as well as other reports.

RELEVANT EXPERIENCE

- **Monterey County**, *Housing, Safety and Environmental Justice Elements*. Senior Analyst.
- **Cities of Walnut Creek and Millbrae**, *Housing Element Update*. Senior Analyst.
- **City of Hawthorne**, *Affordable Housing Advisory Services*. Senior Analyst.
- **San Gabriel Valley Regional Housing Trust**, *Housing Advisory Services*. Senior Analyst.



YEARS WITH FIRM
1 Year

AVAILABILITY ON ASSIGNMENT
5%

EDUCATION
BA, Economics

CURRENT ASSIGNMENTS

- **Monterey County**, Housing, Safety and Environmental Justice Elements. **LOC:** high
- **City of Bellflower**, Economic Development and Housing Services. **LOC:** high
- **City of Irvine**, General Plan Update (including 6th Cycle Housing Element Update) and Housing Consulting Services. **LOC:** high
- **San Gabriel Valley Regional Housing Trust**, Housing Advisory Services. **LOC:** low
- **City of Hawthorne**, Affordable Housing Advisory Services. **LOC:** low
- **City of Millbrae**, Housing Element Update. **LOC:** low

Nathaniel Cayabyab

Title and Role: Analyst

Nathaniel has four years of experience in accounting as an analytical and detail-oriented problem-solver, using a background in accounting to positively impact the community. Nathaniel assisted in preparing completed Site Inventory sections for the City of Irvine and Walnut Creek. His extensive knowledge of Microsoft Excel is valuable in analyzing Assessment Roll data to prepare the OCFA Annual Report and Housing Element Site Inventory analyses. Nathaniel's growing understanding of and involvement with various affordable housing related tasks enables the team to meet deadlines and prioritize projects that require a higher level of expertise.

RELEVANT EXPERIENCE

- **San Gabriel Valley Regional Housing Trust**, *Housing Advisory Services*. Analyst.
- **San Gabriel Valley Council of Governments**, *Revolving Loan Fund*. Analyst.
- **San Gabriel Valley Council of Governments**, *Affordable Housing Bond Program*. Analyst.
- **Cities of Walnut Creek and Millbrae**, *Housing Element Update*. Analyst.
- **City of Hawthorne**, *Affordable Housing Advisory Services*. Analyst.



YEARS WITH FIRM

2 Years

AVAILABILITY ON ASSIGNMENT

10%

EDUCATION

BA, Business Administration

CURRENT ASSIGNMENTS

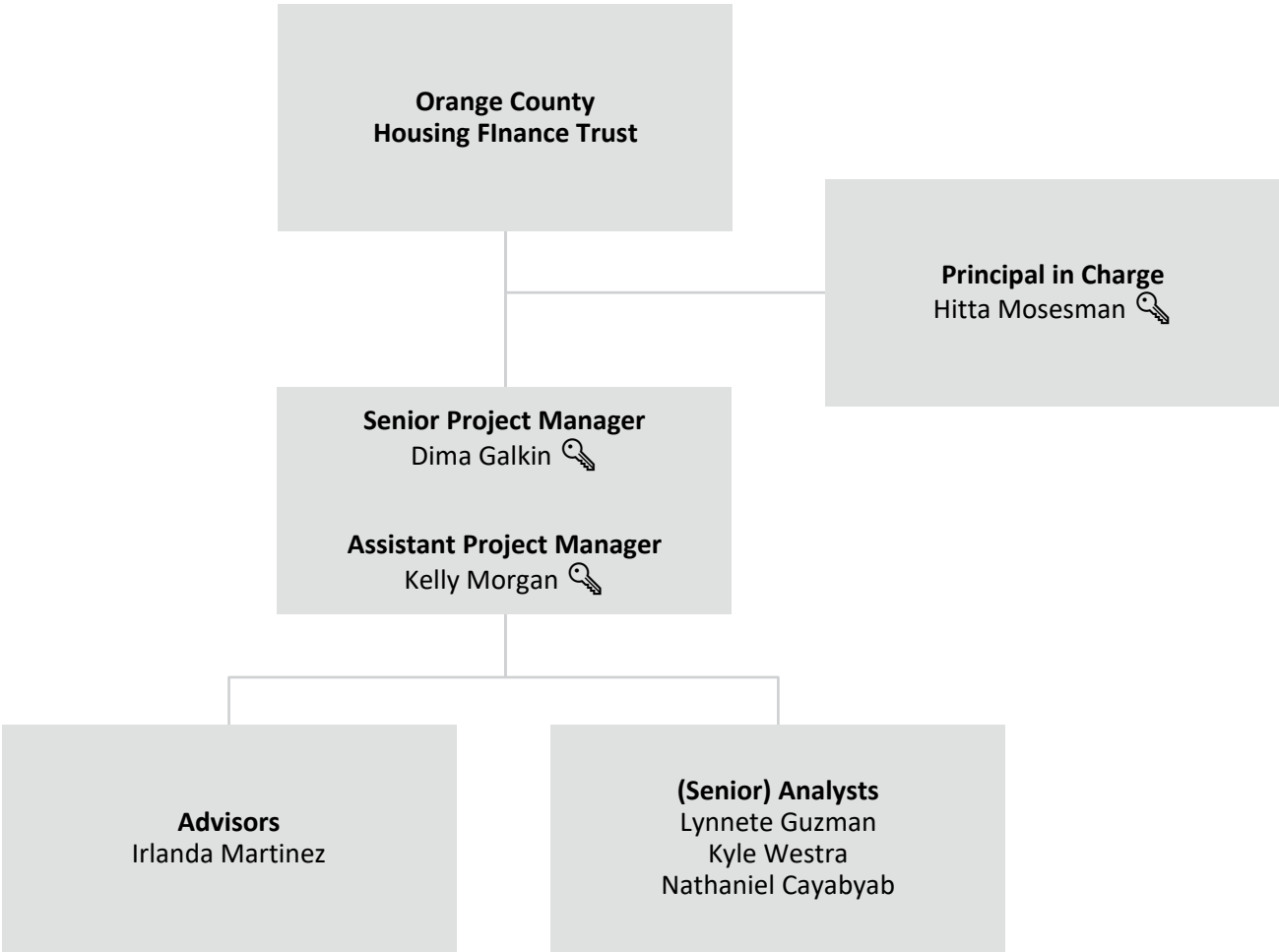
- **San Gabriel Valley Regional Housing Trust**, *Housing Advisory Services*. **LOC:** moderate
- **San Gabriel Valley Council of Governments**, *Revolving Loan Fund Program*. **LOC:** moderate
- **San Gabriel Valley Council of Governments**, *Affordable Housing Bond Program*. **LOC:** low
- **Hawthorne**, *Financial Advisory Services*. **LOC:** high


SUBCONTRACTORS

Harris is a full service, multi-disciplinary consulting firm and offers in-house professional staff services to complete all contract tasks.

ORGANIZATION CHART

Harris’s team structure allows for comprehensive and timely responses to requests from Trust staff, local agencies, developers, and members of the public. As the Principal in Charge, Hitta will provide guidance as needed. Dima and Kelly will be responsible for day-to-day coordination with Trust staff and member agencies (as needed), oversight of the project’s progress, and providing direction on specific tasks in the scope. They will also attend and participate in the Trust Review Committee meetings and assist Trust staff with staff reports and presentations. Support staff is experienced, qualified, and capable of reviewing key Trust documents, reviewing and evaluating funding applications, and formulating findings and recommendations. Dima and Kelly will review all findings and recommendations before they are submitted to Trust staff and the Trust Review Committee.



 Key personnel will be available to the extent proposed for the duration of the project. No person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the Trust.

SIMILAR EXPERIENCE

The Harris team has experience reviewing applications to a regional housing trust's NOFA / call for applications to determine the proposed developments' financial feasibility and compliance with program guidelines, requirements, and underwriting standards. Furthermore, having helped clients to apply for and secure Local Housing Trust Fund (LHTF) grants, Harris is familiar with the LHTF program requirements and underwriting development loan applications for consistency with those threshold requirements and the client's scoring-based, higher-level criteria. Harris's standard pro forma reviews include considerations for developer experience and financial strength, program compliance, pro forma assumptions (including development costs and operating cash flow), social services, and the capital stack (i.e., the assembly of other funding sources).



Affordable Housing Technical Advisory Services

San Gabriel Valley Regional Housing Trust (SGVRHT)

Dates: 2020 – Present

Team: Hitta Mosesman, Dima Galkin, Kelly Morgan, Irlanda Martinez, Lynnete Guzman, Kyle Westra, Nathaniel Cayabyab

Harris currently provides advisory services for the SGVRHT. These services include assistance on grant applications, evaluation and ranking of affordable housing loan applications, preparing commitment letters and loan documents/agreements, and researching potential funding sources. To date, Harris has helped secure more than \$3.1 million in grant funding and to award more than \$11.6 million to 10 developments for the creation of more than 550 affordable housing units. Through this work, Harris staff has thorough experience with a regional approach to setting goals and implementing programs in affordable housing, as well as financial resources and proposed affordable housing projects. Harris continues to assist the SGVRHT to see developments from award to closing. In addition, Harris staff have participated in SGVRHT Board meetings and presentations.

Harris has met the strict grant application deadlines each year for three years. For the SGVRHT's first application, the State Department of Housing and Community Development disqualified the application on technical grounds. Harris worked with SGVRHT staff and legal counsel to appeal the disqualification successfully and to secure a funding award. To prepare and submit the appeal within the State's five-day window, Harris worked closely with the SGVRHT and developed a comprehensive response with appropriate supporting documentation.

Reference: Brielle Salazar (Acevedo), Regional Housing Trust Administrator

Phone: 626-457-1800 | **Email:** bsalazar@sgvrht.org

Revolving Loan Fund Program

San Gabriel Valley Regional Housing Trust (SGVRHT) and
San Gabriel Valley Council of Governments (SGVCOG)

Dates: 2022 – Present

Team: Hitta Mosesman, Dima Galkin, Kelly Morgan, Irlanda Martinez, Lynnete Guzman, Kyle Westra, Nathaniel Cayabyab

Harris assisted the SGVCOG/SGVRHT in the establishment of a revolving loan fund program and currently provides marketing, administration, and evaluation of the program. Harris successfully developed detailed Revolving Loan Fund (RLF) Guidelines that enable the RLF to lend out funding to eligible projects. Harris also designed operating procedures to manage the RLF and to expend available funding and helped in providing guidance on the establishment of RLF account infrastructure. Harris has performed and continues to perform marketing and outreach on the program and offers on-call technical support to project applicants. In addition to providing bi-monthly reporting and program evaluation, Harris participates in board meetings that include RLF items on the agenda.



The SGVCOG initially believed that the source for the creation and initial funding of the RLF program (a State funding earmark) needed to be fully spent by June 30, 2023. To keep the SGVCOG on track to meet this deadline, Harris prepared the Guidelines and Operating Procedures in only several months. This challenging timeframe was achieved by effectively applying the Harris team structure and utilizing prior experience and familiarity with affordable housing guidelines.

Reference: Brielle Salazar (Acevedo), Regional Housing Trust Administrator

Phone: 626-457-1800 | Email: bsalazar@sgvrht.org

Affordable Housing Bond Issuance Program (2022–Present)

San Gabriel Valley Council of Governments (SGVCOG)

Dates: 2022 – Present

Team: Hitta Mosesman, Dima Galkin, Kelly Morgan, Irlanda Martinez, Lynnete Guzman, Kyle Westra, Nathaniel Cayabyab

Harris is under contract with the SGVCOG to provide consulting services in the evaluation of an affordable housing bond issuance program as a financing vehicle for the SGVRHT to support the development of affordable and homeless housing in the San Gabriel Valley. To support this effort, Harris is developing an Affordable Housing Bond Issuance Plan that supports the development of affordable and homeless housing in the San Gabriel Valley. Additionally, Harris is analyzing existing bond finance programs in the State & County and looking into the integrations of a potential bond issuance program with other affordable housing finance sources available to projects in the San Gabriel Valley. Harris will summarize best practices of affordable housing bond issuance programs for organizations similar to the SGVRHT.

Reference: Brielle Salazar (Acevedo), Regional Housing Trust Administrator

Phone: 626-457-1800 | Email: bsalazar@sgvrht.org



On-Call Affordable Housing Compliance and Agreement Advisory Services

City of Hawthorne

Dates: 2019 – Present

Team: Hitta Mosesman, Dima Galkin, Kelly Morgan, Irlanda Martinez, Lynnete Guzman, Kyle Westra, Nathaniel Cayabyab

Harris provides Affordable Housing Services for the City of Hawthorne related to developers' proposals for financial feasibility, regulation compliance, and due diligence for affordable housing developments. Services include review and evaluation of developers' proposals and pro formas for consistency with various funding sources, including Low Income Housing Tax Credits (LIHTC), State loans and grants, and project-based voucher requirements. Harris also checks for full and correct leveraging of all available financial sources to justify the subsidy request.

Harris developed and prepared the City's PLHA grant, a five-year grant to provide low-interest loans to develop a veteran housing project as well as workforce housing throughout the City. Harris provided grant research, identified eligible activities and expenditures, developed project descriptions, scope of work, schedule, the five-year expenditure plan, public outreach material for the City's website, and staff reports to obtain Council approvals for City staff to submit the application. Harris continues to assist the City, modifying and implementing the expenditure plan to use the PLHA funding in coordination with other affordable housing funding, to maintain compliance with reporting requirements, and to submit the required annual streamlined application. Furthermore, Harris assists the City with a comprehensive approach to matching available funding in compliance with applicable restrictions to the highest priority affordable housing efforts, including new construction and rehabilitation of City-owned housing.

The City uses Harris's economic and financial insights and expertise so that available city funding is invested efficiently and effectively in affordable housing.

The City encountered a significant challenge when the selected developer for the City's key development informed the City, following a check in from Harris, that the developer no longer had the capacity to execute the development. Harris is leading the City through an agreement termination, which will be followed by a thorough RFP/NOFA process to identify a developer(s) who will be able to develop the City's property. For the City's PLHA grant, Harris has met the strict grant application deadlines each year for three years.

Reference: Robert Kim, City Attorney

Phone: 310-349-2960 | Email: rkim@cityofhawthorne.org



Local Housing Trust Fund Application and Senior Development Analyst Backfill

City of Santa Monica

Dates: 2020 – Present

Team: Dima Galkin, Kelly Morgan, Nathaniel Cayabyab

The City of Santa Monica supports affordable housing development financially from the City's Housing Trust Funds. The Housing Division reviews all loan applications and works with developers to ensure compliance with the Housing Trust Fund Guidelines. Dima worked for the City of Santa Monica, providing pro forma review and project management for the City's Housing Trust Fund loan applications. Dima was directly responsible for the review of two loan applications from affordable housing developers, one for acquisition-rehabilitation and one for new construction. Dima also managed the Request for Proposals process for what is expected to be the City's second largest affordable housing development. The process included coordinating with senior staff members in various City departments to review nine proposals from seven development teams. On his own initiative, Dima spearheaded the City's Permanent Local Housing Allocation (PLHA) and Local Housing Trust Fund (LHTF) State funding application.

After Dima joined Harris, the City engaged the company to prepare a new LHTF application, as well as to backfill project management of affordable housing developments underway. Dima and Harris assisted the City with three developments at various stages totaling at least 190 units. For the LHTF program, Harris provides application assistance including making recommendations and developing documents to ensure threshold requirements are satisfied and to maximize the City's competitiveness for the LHTF Grant Program. Harris assisted the City in applying for the Local Housing Trust Fund grants three times, helping the City to secure \$10 million in grant funds from the first two applications to support affordable housing development in the City. When the City received a threshold review letter indicating the application was denied, Harris worked with the City to draft an appeal letter in only two days. Harris also provides advisory services for PLHA grant funding expenditures to the City, including helping to ensure efficient coordination with other funding sources (including LHTF) when assessing planned developments within the City. As of July 2022, Harris assisted the City in successfully submitting the first of the annual reports required for both the LHTF and PLHA grant programs as well conducted training for staff on LHTF and PLHA grant program overview and annual reporting procedures.

Reference: James Kemper, Housing Program Manager

Phone: 310-434-2647 | **Email:** James.Kemper@santamonica.gov



Housing Financial Consulting Services

Irvine Community Land Trust (ICLT)

Dates: 2012 – 2019

Team: Hitta Mosesman, Dima Galkin, Irlanda Martinez, Kyle Westra

Harris provided ongoing affordable housing development services to the Irvine Community Land Trust for many years. Services focused on financial analysis of multiple affordable housing initiatives and projects proposed by private and non-profit developers using Low-Income Housing Tax Credits (LIHTCs), housing bond financing and other public funding sources (affordable housing in-lieu fee deposits, HOME Investment Partnerships Program funds, project-based vouchers and County housing successor agency funds). Specific services provided include:

- Drafting a Request for Qualifications and presenting at developer’s bidders conference for multiple properties to be developed with affordable housing in the City of Irvine.
- Evaluating over a dozen developer proposals for the properties, including technical reviews that evaluated the financial feasibility, construction costs, sources and uses, and other elements of each proposal.
- Presenting developer information and independent feasibility analysis to ICLT Board.
- Assisting in developer interviews, selection, and developer agreement negotiations.
- Alegre Apartments - Alegre is a very low-income apartment project located in East Irvine that includes 104 affordable one-to-four-bedroom units. The work on this project included an initial development feasibility analysis, contributing to the request for proposals to the development community, reviewing each proposal and conducting a peer review of the proforma/financing, assisting in developer selection, and assisting with developer agreement negotiations.
- Salerno Apartments - Salerno is an 80-unit apartment project that is currently under construction and anticipated to be completed in late 2020. All units are affordable to very low and low-income residents and the project has units set aside for families at risk of homelessness and persons with intellectual disabilities. The work on this project included an initial development feasibility analysis, contributing to the request for proposals to the development community, reviewing each proposal and conducting a peer review of the pro forma/financing, assisting in developer selection, and assisting with developer agreement negotiations.

Reference: Mark Asturias, Executive Director

Phone: 949-565-3547 | **Email:** mark@irvineclt.org

Housing Consulting Services

City of Duarte

Dates: 2019 – Present

Team: Hitta Mosesman, Irlanda Martinez

Harris assisted the City of Duarte with two State housing grants. Harris is assisting with the creation of an Acquisition and Rehabilitation Program to preserve and increase the number of deed-restricted affordable units in the City. Furthermore, Harris recently prepared an Inclusionary Housing Feasibility Study to analyze the feasibility of re-instating the Inclusionary Housing Ordinance that was temporarily suspended in 2016. This study analyzed the development feasibility of market rate housing assuming that the Ordinance was re-established. Harris also examined other methods to creatively incentivize affordable housing within the City. Funded by the City's recently awarded SB 2 grant, the development of this program involves performing pro forma analysis that includes funding sources, acquisition, and construction cost estimates, as well as evaluating the cash flow of potential projects for certain strategic sites. The financial feasibility of each site was evaluated to determine the feasibility of each project to demonstrate to the development community that investing in affordable projects in Duarte is sound.



Reference: Craig Hensley, Community Development Director

Phone: 626-357-7931 | Email: chensley@accessduarte.com

Affordable Housing Services

City of Garden Grove

Dates: 2020 – Present

Team: Hitta Mosesman, Irlanda Martinez

Harris provided Affordable Housing Services for the City of Garden Grove related to developers' proposals for financial feasibility, regulation compliance, and due diligence for affordable housing developments. Services included review and evaluation of developers' proposals and pro formas for consistency with various funding sources, including Low Income Housing Tax Credits (LIHTC), State loans and grants, and project-based voucher requirements. Harris also checked for full and correct leveraging of all available financial sources to justify the subsidy request.

Harris reviewed developers' construction cost estimates, projected cash flow, and general financing assumptions. The projects reviewed included both acquisition/rehabilitation and new construction projects, including permanent supportive housing. Harris also assisted with reviewing the RHNA methodology.

The City retains Harris in an on-call basis and uses Harris's economic and financial insights and expertise so that available City funding is invested efficiently and effectively in affordable housing.

Reference: Nate Robbins, Special Program Specialist (now Neighborhood Improvement Manager for City of Costa Mesa)

Phone: 714-754-5274 | Email: nate.robbs@costamesaca.gov

EXPERIENCE OF THE PRINCIPALS AND KEY PERSONNEL

Principal in Charge: Hitta Mosesman

Hitta has over 20 years of housing and community development consulting experience and has worked with cities, public agencies, and special districts throughout California. Hitta has unique expertise that ranges from planning to economic and financial analysis, to project implementation related to housing and other land uses. She is currently leading services for the cities of Walnut Creek, Irvine, Victorville, Hawthorne, Duarte, Bellflower, and Garden Grove on housing elements and tools to produce affordable housing projects. Hitta's depth of expertise is not only in the planning, but also in the financial feasibility and effective implementation of affordable housing, which allows her to provide a thorough viewpoint for the lifecycle of addressing the housing crisis.

Recent Projects and Programs:

- Irvine Community Land Trust – Housing Financial Consulting Services, Development Request for Qualifications
- City of Hawthorne – Development proposal solicitation
- City of Duarte – Housing Consulting Services
- City of Garden Grove – Housing Consulting Services
- City of Bellflower – Homeless Shelter Advisory Services
- City of Victorville, Housing Element and General Plan Update
- City of Irvine – Housing Element and General Plan Update
- San Gabriel Valley Regional Housing Trust – Housing Advisory Services
- City of Walnut Creek – Housing Element Update
- City of Millbrae – Housing Element Update
- Monterey County – Housing Element Update
- San Gabriel Valley Council of Governments – Affordable Housing Bond Issuance Program

Senior Project Manager: Dima Galkin

Dima has 10 years of experience in housing analysis, for both market-rate and affordable development. He has advised cities and a regional housing trust on securing and leveraging funding for affordable housing, reviewed pro formas, prepared and edited loan agreements and related documents, and assisted with Housing Element and General Plan updates. Dima's experience includes a year working directly for the City of Santa Monica's Housing Division.

Dima utilizes his public- and private-sector experiences to guide clients efficiently and effectively—through affordable housing development, housing policy and planning updates, and financial analysis. Through his expertise and analysis, Dima helps clients to stretch local dollars further and to attract State and other funding by identifying best practices and evaluating alternatives.

Recent Projects and Programs:

- City of Murrieta – Housing Consulting Services, Development Request for Proposals
- San Diego County – Pro Forma Reviews, NPLH Program Assistance
- City of Santa Monica – Staff Member, Local Housing Trust Fund Application, Project Management
- City of Victorville, Housing Element and General Plan Update
- San Gabriel Valley Regional Housing Trust – Housing Advisory Services
- City of Walnut Creek – Housing Element Update
- San Gabriel Valley Council of Governments – Revolving Loan Fund Program
- San Gabriel Valley Council of Governments – Affordable Housing Bond Issuance Program
- City of Hawthorne – Project Management, RFP/NOFA

PROPOSED SCOPE OF WORK

Harris proposed the following Scope of Work (“SOW”). This SOW includes all of the tasks identified in the RFP and adds a kickoff meeting and project coordination. Harris would use the kickoff meeting to align expectations, processes, objectives, scope, and schedule with OCHFT staff. Harris understands the importance of having a realistic project schedule and tracking the completion of tasks and action items to keep a project on schedule. Regular coordination with the OCHFT staff will make it easier for Harris and the OCHFT to implement the NOFAs smoothly and efficiently, as well as for Harris to provide timely and effective deliverables.

SCOPE OF WORK

- 1.1 Kickoff Meeting
- 1.2 Project Team Coordination
- 2.1 Review final NOFA document including threshold requirements, scoring, and application requirements.
- 2.2 Review all application materials submitted, including strategies for meeting both the housing and service needs for individuals with serious mental illness and/or project’s target populations.
- 3.1 Review and respond to each application in response to NOFA Section 4.02, Developer Experience & Financial Strength.
- 3.2 Review and comment on each application in response to NOFA Section 5.04, Project Proforma and ensure application meets all NOFA requirements.
- 3.3 Review and comment on each application in response to NOFA Section 5.05, Financial Notes and Assumptions.
- 3.4 Review and respond to each application in response to NOFA Sections 5.09, Social Services Plan, & 5.10, Social Services Operating Budget.
- 3.5 Review other funding anticipated for the project being applied for in advance of or concurrently with Trust funding approval. Provide a summary status of other funding to note whether developer has applied, if funding is conditionally committed, committed or denied.
- 4.1 Attend and participate on the Trust Review Committee in April of each year to provide application findings and help determine staff recommendation for project funding.
- 4.2 Assist Trust Staff on the preparation of the Staff Report for the Trust Board meeting in May of each year and attend same meeting.

EXAMPLE SCOPES OF SERVICES

San Gabriel Valley Regional Housing Trust, Affordable Housing Technical Advisory Services

Harris currently provides advisory services for the SGVRHT. These services include assistance on grant applications, evaluation and ranking of affordable housing loan applications, preparing commitment letters and loan documents/agreements, and researching potential funding sources. To date, Harris has helped secure more than \$3.1 million in grant funding and to award more than \$11.6 million to 10 developments for the creation of more than 550 affordable housing units. Through this work, Harris staff has thorough experience with a regional approach to setting goals and implementing programs in affordable housing, as well as financial resources and proposed affordable housing projects. Harris continues to assist the SGVRHT to see developments from award to closing. In addition, Harris staff have participated in SGVRHT Board meetings and presentations.

Harris has met the strict grant application deadlines each year for three years. For the SGVRHT's first application, the State Department of Housing and Community Development disqualified the application on technical grounds. Harris worked with SGVRHT staff and legal counsel to appeal the disqualification successfully and to secure a funding award. To prepare and submit the appeal within the State's five-day window, Harris worked closely with the SGVRHT and developed a comprehensive response with appropriate supporting documentation.

The following, originally one-year scope has been amended for additional years and modifications to the tasks.

SCOPE OF WORK

Task 1 (optional): Review NOFA and Provide Recommendations

Harris staff will review the notice of funding availability (NOFA) developed by the SGVRHT and provide recommended edits and additions as needed. Harris has extensive experience analyzing NOFAs and development project proposals which allows us to be a productive partner to SGVRHT staff to ensure all recommended NOFA requirements are included. Conducting a comprehensive technical analysis and ranking of potential development projects is more efficient when the NOFA requires that detailed financial and project information be provided. Incorporating requirements such as specific detail in pro forma analysis, confirmation of the availability of other funding sources, sufficient data to assess the adherence to Low Income Housing Tax Credit (LIHTC) Guideline requirements and other data are important elements in assessing the financial feasibility of projects.

Deliverables:

- I. One (1) Draft and One (1) Final Memorandum Providing Findings and Recommendations

Task 2: Review/Analyze NOFA Responses and Provide Recommendations

Harris will assist SGVRHT staff in reviewing responses to the NOFA/call for projects under Task 1 to recommend projects for consideration for funding for both the SGVRHT's existing funding and LHTF grant funds. This includes providing project recommendations based on the financial feasibility and ability to repay loans. More specifically, Harris staff will provide a peer review of up to eight (8) development proposals to analyze the reasonableness of development assumptions (including land, construction and soft costs as well as prevailing wage estimates), sources and uses of funds, financing assumptions, NOFA compliance and to confirm that all available public funding sources have been leveraged effectively. Harris will prepare a memorandum outlining the technical analysis of each response (including feasibility analysis) and a ranking of projects (if directed by SGVRHT staff). As an optional service, Harris can assist SGVRHT staff with interviews, presentations and/or project selection.

Deliverables:

- I. One (1) Draft and One (1) Final Technical Review and Project Ranking Memorandum

Task 3: Underwriting Standards/Procedures Review and Recommendations

Harris staff will review SGVRHT underwriting standards, procedures and loan guidelines and provide recommendations as needed. These documents will be reviewed to ensure that an objective and effective structure essential as confirming the process and criteria will inform project selection. Additionally, Harris will review the standards, procedures and loan guidelines to ensure compliance with Section 107 of the LHTF Grant Program Guidelines.

Deliverable:

- I. One (1) memorandum with recommendations on Underwriting Standards, Procedures and Loan Guidelines

Task 4: Letters of Intent and Negotiations for Project Awards

Harris staff will work with SGVRHT staff to negotiate award terms for projects recommended for award and approved by the SGVRHT Board of Directors and, as necessary. Harris staff will draft letters of intent for projects recommended for award, as directed by SGVRHT.

Deliverables:

- I. One (1) Draft and One (1) Final Version for Up to Four (4) Letters of Intent

Task 5: LHTF Grant Program Application

Harris will assist staff in preparing the SGVRHT's application for the LHTF Grant Program, including making recommendations and developing documents to ensure eligibility for the LHTF Grant Program. The grant application will be a multi-step process. Grant support services starts with a project kickoff and application strategy meeting to review the grant requirements, proposed project concepts and cost estimates, as well as review of the forms, data, documents, exhibits, and/or deliverables needed in order to submit a complete grant application. If applicable, Harris will facilitate communication between the state and the SGVRHT regarding the project eligibility, concepts, or any questions that arise during the application process. The grant is likely to be competitive – the NOFA for the LHTF grant states that if the requested funding in complete applications exceeds the amount available, the applications will be scored and ranked to determine awards. Harris will advise staff on the best application approach to ensure a high score.

Following the kick-off, Harris will collect project data, draft language, and coordinate the completion of application forms and exhibits. Harris will then send the draft to the SGVRHT for a first review and then incorporate comments on the first draft. Harris provides expert quality assurance/quality control of all documents, reviewed by the firm's housing experts to ensure accuracy and competitiveness. A final review of the grant application will be conducted by Harris' experts and SGVRHT staff. Once finalized, Harris will help staff compile and package the application and required documentation/exhibits in accordance with State requirements.

Deliverables:

- I. One (1) Draft and One (1) Final Version of LHTF Grant Application

Task 6: Lender RFP and Proposal Review

Assist staff in developing a request for proposals (RFP) and reviewing responses to identify a lender to administer the SGVRHT Fund.

Deliverables:

- I. One (1) Draft and One (1) Final Version of Memorandum with Findings/Recommendations

Optional Services - Grants

Harris also offers optional assistance extends after the grant application process. Our client support continues with providing oversight while applications are under review, assisting with funder-issued Requests for Information, and coordinating grant reports, reimbursements, and project closeout. With extensive experience providing these services, we understand the critical nature of these projects and the positive impact it will have on your communities.

City of Hawthorne, Affordable Housing Compliance and Agreement Advisory Services

Harris provides Affordable Housing Services for the City of Hawthorne related to developers' proposals for financial feasibility, regulation compliance, and due diligence for affordable housing developments. Services include review and evaluation of developers' proposals and pro formas for consistency with various funding sources, including Low Income Housing Tax Credits (LIHTC), State loans and grants, and project-based voucher requirements. Harris also checks for full and correct leveraging of all available financial sources to justify the subsidy request.

Harris developed and prepared the City's PLHA grant, a five-year grant to provide low-interest loans to develop a veteran housing project as well as workforce housing throughout the City. The City uses Harris's economic and financial insights and expertise so that available city funding is invested efficiently and effectively in affordable housing.

The following, high-level scope represents one year of services. Though not explicitly identified, Task 1 involves underwriting, pro forma review, developer negotiation, drafting and releasing an RFP/NOFA, and project management to realize the affordable housing development.

The City encountered a significant challenge when the selected developer for the City's key development ("Encore") informed the City, following a check in from Harris, that the developer no longer had the capacity to execute the development. Harris is leading the City through an agreement termination, which will be followed by a thorough RFP/NOFA process to identify a developer(s) who will be able to develop the City's property. For the City's PLHA grant, Harris has met the strict grant application deadlines each year for three years.

SCOPE OF WORK

Harris staff will assist City staff with the following activities on an as-needed basis:

1. Provide advisory services for the proposed Encore Veterans Permanent Supportive Housing Project.
2. Provide grant implementation and administrative services for the awarded Permanent Local Housing Allocation ("PLHA") grant.
3. Assist City staff with affordable housing compliance and reporting for affordable units owned by the City, as required by State Law (can be partially or fully funded by the Low and Moderate Income Housing Asset Fund, as applicable given administrative spending limits).
4. Prepare the following required housing reports for fiscal year 2022-23:
 - a. Housing Authority Annual Report (due on October 1); and
 - b. Senate Bill 341 Report (due April 1, 2023) on the Low and Moderate Income Housing Asset Fund as required by State law (can be partially or fully funded by the Low and Moderate Income Housing Fund as applicable given administrative spending limits).
5. Prepare the following required annual progress reports for the 2023 calendar year (due April 1, 2023):
 - a. Housing Element Annual Progress Report; and
 - b. General Plan Annual Progress Report.
6. Prepare housing grant applications, as grants become available.
7. Other housing services, as needed.

San Gabriel Valley Council of Governments, Revolving Loan Fund Program

The SGVCOG initially believed that the source for the creation and initial funding of the RLF program (a State funding earmark) needed to be fully spent by June 30, 2023. To keep the SGVCOG on track to meet this deadline, Harris prepared the Guidelines and Operating Procedures in only several months. This challenging timeframe was achieved by effectively applying the Harris team structure and utilizing prior experience and familiarity with affordable housing guidelines.

SCOPE OF WORK

Task 1 Project Management

Task 1.1 Kickoff Meeting

Harris & Associates will schedule and conduct a 1 - hour kickoff meeting with SGVCOG and SGVRHT staff in order to discuss the project's goals and objectives, to identify program milestones, and to schedule biweekly check in calls and working group meetings. The kickoff meeting will occur within two weeks of contract execution but no later than April 1, 2022. Harris will prepare discussion points regarding examples of other housing trust funds' revolving loan funds, including, but not limited to, Housing Trust Fund San Luis Obispo County and Housing Trust Ventura County. Harris will share an agenda in advance of the meeting and meeting notes afterwards.

Deliverables:

- I. Meeting Notes and Materials for Kickoff Meeting

Task 1.2 Project Team Coordination

Harris & Associates will hold six initial, weekly one - hour project team meetings while developing the RLF program (Task 2). Harris will provide meeting notifications, agendas, and notes for each meeting. Following the completion of Task 2, Harris will have bi - weekly project team meetings, regular phone and e - mail correspondence, and other communications with SGVCOG and SGVRHT staff to ensure that the project tasks are completed according to the project schedule and within budget.

Deliverables:

- I. Meeting Notifications, Agendas, and Notes for
 - a. 6 Weekly Meetings
 - b. 10 Bi- Weekly Meetings

Task 2 Develop Revolving Loan Fund Program

Task 2.1 SGVRHT Stakeholder Meetings

Prior to the development of the Revolving Loan Fund Guidelines, Harris & Associates will facilitate two meetings: one with staff from SGVRHT member cities as part of a pre-existing SGVRHT Working Group Meeting and one meeting for prospective multifamily affordable housing developers and other external stakeholders, including single family affordable developers. These meetings will be used to solicit feedback on RLF program components including the need for acquisition/predevelopment capital, construction only loans, and proposed loan terms. Both meetings will include a presentation on the proposed RLF structure and include an interactive question and answer session.

In preparation for the meeting, Harris will develop an initial program outline establishing potential approaches and priorities for the RLF (e.g., pre- development focus; level of construction set-aside) to hear feedback and facilitate discussion. For the meeting for prospective developers and external stakeholders, the Consultant shall develop marketing materials and provide outreach support to help ensure participation in the working group meetings. These meetings should be held within 45 days of contract execution.

Deliverables:

- I. RLF Program Outline
- II. Marketing Materials For 1 Stakeholder Meeting
- III. Agenda And PowerPoint Presentation for SGVRHT Working Group Meeting
- IV. Agenda And PowerPoint Presentation for Stakeholder Meeting
- V. Meeting Notes From 2 Meetings
- VI. Memo Summarizing Working Group Feedback

Task 2.2 Revolving Loan Fund Guidelines

Harris will develop detailed Revolving Loan Fund (RLF) Guidelines that will enable the RLF to lend out \$8 million to eligible projects prior to June 2023. Harris will establish loan thresholds/limits per project and per unit with input from SGVCOG, SGVRHT, developers, and member agencies. Harris will provide SGVRHT staff with one draft and one final version of the RLF Guidelines. The RLF Guidelines will include at a minimum:

- Program eligibility and funding criteria,

- Underwriting standards/guidelines,
- Financing terms, and Application process details, including necessary supporting documentation for use in applications.

Deliverables:

- I. Draft and Final Revolving Loan Fund Guidelines
- II. Revolving Loan Fund Application & Supporting Documents

Task 2.3 Design Fund Operations

Harris will design operating procedures to manage the RLF and expend available funds prior to the June 2023 funding deadline. The operating procedures will include a process for evaluating projects for funding eligibility and providing for transparency in the Revolving Loan Fund's operations. They will include evaluation criteria, a process and timeline for submittal and evaluation of projects, evaluation of projects for funding eligibility, reporting procedures, and support for SGVRHT and SGVCOG staff and loan applicants. Harris will also develop loan documents memorializing revolving loan fund terms and conditions established in the Guidelines, as well as procedures to monitor the loans granted and repayment terms. The operating procedures and template loan documents will be approved by the SGVRHT Board of Directors.

Deliverables:

- I. Draft and Final RLF Operating Procedures
- II. Revolving Loan Fund Application and Supporting Documents, Process & Timeline
- III. Revolving Loan Fund Evaluation Criteria & Process
- IV. Revolving Loan Documents and Repayment Terms
- V. Procedures to Monitor Loans

Task 2.4 SGVRHT Board Presentation

Harris will present the RLF Loan Guidelines and Operating Procedures to the SGVRHT Board of Directors for approval at a June 2022 Board of Directors meeting.

Deliverables:

- I. Presentation to SGVRHT Board of Directors

Task 2.5 Establish RLF Account Infrastructure

Harris will recommend and assist in establishing the appropriate account(s) for the RLF initial loan funds and repayment and interest income. Harris will make any other recommendations for best practices for the administration of revolving loan funds. Recommendations and best practices will be guided by several principles, including, but not limited to, clarity, efficiency, and standard accounting practices. For example, recommendations may include setting up separate coding for each loan and coding for committed funds separately from uncommitted funds.

Deliverables:

- I. List of Proposed RLF account(s)
- II. Recommendations For Best Practices for The Administration of Revolving Loan Funds

Task 3 Marketing & Outreach

Task 3.1 Create Marketing Plan

Harris will prepare and provide to SGVCOG and SGVRHT a marketing plan for the RLF to engage with local developers and member cities. Harris will develop marketing materials that highlight the RLF's Program Guidelines. These marketing materials shall be provided to SGVCOG and SGVRHT. Harris will provide one draft version and one final version of the marketing materials to SGVCOG and SGVRHT staff for review prior to broader distribution. After the Marketing Plan is completed, Harris will assist with outreach by distributing information and materials through

its network of affordable housing developers and advocates in Southern California, as well as connections to member cities. Harris will provide SGVRHT staff with one draft and one final version of the Marketing Plan.

Deliverables:

- I. Completed Marketing Plan
- II. Draft and Final Marketing Materials

Task 4 Program Operation

Task 4.1 Manage Fund Operations

Harris will manage the RLF in accordance with the approved operating procedures, under the direction of SGVRHT staff. Harris will assist SGVRHT staff in underwriting and evaluating the projects and will make recommendations to the SGVRHT staff and Board of Directors. This includes providing technical support to SGVRHT and SGVCOG staff and project applicants, as directed by SGVRHT staff, including but not limited to facilitating application and evaluation processes and project closing. The Consultant will also be asked to participate in SGVRHT Board of Directors meetings when projects are being discussed. Harris will also provide technical support to SGVRHT staff to facilitate application and evaluation processes and other projects as directed by SGVRHT staff, including but not limited to awarded projects to facilitate project closing.

Deliverables:

- I. Underwriting Analysis and Report for Each Submitted Project
- II. Recommended Project List(S)
- III. Presentations At SGVRHT Board of Directors Meetings (as requested, estimated 2-4 presentations)

Task 4.2 Provide On-Call Technical Support to Project Applicants

Harris will, in coordination with SGVCOG and SGVRHT staff, develop written processes by which project applicants can request and obtain technical assistance. Harris will then provide technical assistance to the project, as directed by SGVRHT staff. The Consultant shall provide a monthly summary documenting technical assistance provided to applicants and will advise SGVCOG and SGVRHT staff on the number of hours of technical support remaining.

Deliverables:

- I. Written Process for Applicants to Request Technical Assistance, and
- II. Monthly Summary Documenting Technical Support to Applicants and Available Technical Assistance Hours Remaining

Task 5 Program Reporting & Evaluation

Task 5.1 Provide Bi-Monthly Reporting

The Consultant shall provide bi-monthly reports to SGVRHT to support program implementation and demonstrate program utilization beginning in June 2022. The reports will include an update on project progress, including expressed interest in and utilization of the RLF.

Deliverables:

- I. Bi-Monthly reports (7)

Task 5.2 Program Evaluation

In June 2022, Harris will prepare an evaluation of the initial program and work cooperatively with the SGVCOG and SGVRHT. The evaluation will include an analysis of program utilization including applications received, actual and/or projected use of the funds prior to the expenditure deadline, and recommendations to improve program efficacy. Harris will work with SGVCOG and SGVRHT staff to develop and implement any modifications to the Program Requirements if they become necessary due to changes in laws, regulations, or changes that will make administration of the program more effective. This update and potential program modifications will be presented to the SGVRHT Board of Directors in August 2022.

Harris will also conduct 1 additional program evaluation, at some point determined in collaboration with the SGVCOG and SGVRHT, and develop any modifications to the Program Requirements if they become necessary due to changes in laws, regulations, or changes that will make administration of the program more effective. Harris will present the second evaluation and any proposed modifications to the SGVRHT Board of Directors in early 2023.

Deliverables:

- I. 2 Program Evaluations
- II. 2 Presentations to the SGVRHT Board of Directors

Task 5.3 Final Program Report

In spring 2023, Harris will provide a final program report to the SGVCOG and SGVRHT staff demonstrating program utilization, evaluating the program, and making recommendations for future modifications. The final program report will be presented at a SGVRHT Board of Directors meeting in the spring of 2023.

Deliverables:

- I. Final Program Report
- II. Presentation to SGVRHT Board of Directors

San Gabriel Valley Council of Governments, Affordable Housing Bond Issuance Program

Harris is under contract with the SGVCOG to provide consulting services in the evaluation of an affordable housing bond issuance program as a financing vehicle for the SGVRHT to support the development of affordable and homeless housing in the San Gabriel Valley.

SCOPE OF WORK

Task 1 Project Management

Task 1.1 Kickoff Meeting

Harris & Associates (H&A) will conduct a virtual kickoff meeting with the SGVCOG to review scope, schedule, project goals, and key issues. H&A will facilitate the meeting and provide a detailed meeting summary with clear action items, next steps, and any agreed upon refinements to the scope, schedule, and goals.

Deliverables:

- I. Meeting agenda
- II. Meeting materials
- III. Meeting summary

Task 1.2 Project Team Coordination

H&A will lead bi-weekly project team meetings (virtually), regular phone and e-mail correspondence, and other communications with the SGVCOG to ensure that the tasks listed in this Scope of Work (SOW) stay on schedule and within budget.

Deliverables:

- I. Meeting notifications, agendas, and notes (12)
- II. Updated project schedule and tracking of tasks and action items

Task 2 Affordable Housing Bond Issuance Program Feasibility Study and Action Plan

Task 2.1 Best Practices Research and Bond Revenue Fee Sharing

H&A shall research and develop a report on local, state, and national best practices for the establishment and operation of an affordable housing bond issuance program. The report shall include a brief literature review, comparable organizations and communities, and an evaluation and analysis of administrative models (e.g. nonprofit; public, subsidiary structure). H&A shall also evaluate the potential to establish a bond revenue fee sharing program with existing bond finance programs, such as the Los Angeles County Development Authority (LACDA). H&A will evaluate the potential revenue created from this type of partnership and its potential benefit for SGVRHT funded projects to access CDLAC funds. H&A will compare this conduit issuer approach to the potential for affordable housing General Obligation Bonds secured by property tax levies or other possible uses of long-term debt.

Deliverables:

- I. Draft and Final Report outlining best practices.

Task 2.2 Economic Analysis and Development Projection

H&A shall provide an economic analysis of the bonding potential of the SGVRHT, including dollar amount and staffing capacity, to determine the ability for the SGVRHT to issue bonds for the development of affordable and homeless housing.

H&A will produce a development projection demonstrating the potential number of projects and units that could be supported by SGVRHT bond issuance. This projection should also include an analysis of the potential projects and units that could be supported through bond revenue fee sharing explored in Task 2.1.

Deliverables:

- I. Draft and Final Report outlining economic analysis and development projection.

Task 2.3 Interview Established Affordable Housing Bond Issuance Programs

H&A shall work with SGVCOG staff to identify a list of experienced affordable housing bond issuance programs with a specific focus on State and local programs. The Consultant will hold a minimum of five (5) interviews, which can be held as individual interviews or focus groups. The interviews will be used to gather additional information about the process to establish an affordable housing bond issuance program, governance considerations, program structures, and additional considerations. H&A shall create a list of interview questions and provide the questions to SGVCOG staff for review and approval. H&A shall also submit a memo summarizing the interviews.

Deliverables:

- I. List of identified affordable housing bond issuance programs for interviews;
- II. List of interview questions for concurrence by SGVCOG staff; and
- III. A memo summarizing the interviews.

Task 2.4 Affordable Housing Bond Issuance Program Feasibility Report and Action Plan

Considering the work done in Task 2, H&A shall develop a final report on the feasibility of establishing an affordable housing bond issuance program in the San Gabriel Valley. Depending on the feasibility, the Consultant shall create an Action Plan to identify the high-level steps that would be necessary for implementation. The feasibility report will be presented at a SGVRHT Board of Directors meeting in the spring of 2023.

Deliverables:

- I. Draft and Final Affordable Housing Bond Issuance Program Feasibility Report and Action Plan
- II. Draft and Final SGVRHT Board Presentation

Task 3 Affordable Housing Bond Issuance Program Implementation, Operation, and Infrastructure

H&A shall develop a detailed Affordable Housing Bond Issuance Program Implementation Plan (Plan) that will outline the necessary steps to establish an Affordable Housing Bond Issuance Program (Program) in the San Gabriel Valley for the purposes of supporting affordable housing development in the San Gabriel Valley. This implementation plan must include at a minimum: 1. Legal requirements for the San Gabriel Valley Regional

Housing Trust to issue bonds as both a conduit issuer or General Obligation Bond issuer; 2. Necessary staffing, including legal counsel and monitoring staff/consultants, and account infrastructure; 3. Timeline to establish the Program for both issuance types; 4. Projection of units that could be supported by the Program. The Plan, including a recommendation for issuance type, will be presented to the SGVRHT Board of Directors for approval.

Deliverables:

- I. Draft and Final Regional Housing Trust Implementation Plan
- II. Draft and Final SGVRHT Board Presentation

CONFLICT OF INTEREST

Harris is providing a completed Attachment 3, *Conflict-of-Interest Disclosure Statement*, included in this document.

COMPENSATION PROPOSAL

Harris is providing a completed Attachment 4, *Compensation Proposal*, specifying the cost of each task to complete, included in this document.

DISCLOSURE OF CONTRIBUTIONS

Harris is providing a completed Attachment 5, *Campaign Contribution Disclosure Form*, included in this document.

Attachment 3

Conflict of Interest Disclosure Statement

Disclosure Policy

It is the policy of the Trust to ensure that firms and individuals providing services to the Trust are not subject to organizational conflicts affecting their objectivity or their ability to provide impartial assistance or advice to the Trust. This form requires certain relationships to be disclosed to the Trust so that it may determine whether a potential organizational conflict exists and whether mitigation measures may be implemented so as to allow the firm or individual to perform services notwithstanding such potential conflict. Relationships with the following entities must be disclosed:

- 1) Any firm, individual, partnership, corporation, association, or other legal entity currently retained for services by a developer of affordable housing or service provider for families and individuals at risk of or experiencing homelessness.
- 2) Any firm currently retained or which may be retained for services by the County of Orange or any member city of the Trust or other public entity within Orange County, California (see list of member agencies below).

Disclosure

- 1) _____ Consultant **IS NOT** currently retained for services as defined in the Disclosure Policy above.
- 2) X Consultant **IS** currently retained for services as defined in the Disclosure Policy above.

a) Consultant is retained for services by the following member agencies of the Trust

<u> X </u>	County of Orange	<u> X </u>	City of Irvine
_____	City of Aliso Viejo	_____	City of Lake Forest
<u> X </u>	City of Anaheim	_____	City of Laguna Beach
_____	City of Buena Park	_____	City of Laguna Hills
_____	City of Costa Mesa	_____	City of Laguna Niguel
_____	City of Dana Point	_____	City of La Habra
_____	City of Fountain Valley	_____	City of Mission Viejo
_____	City of Fullerton	<u> X </u>	City of Newport Beach
<u> X </u>	City of Garden Grove	_____	City of Orange
<u> X </u>	City of Huntington Beach	_____	City of Placentia

_____ City of San Juan Capistrano
 _____ City of Santa Ana
 _____ City of Seal Beach
 X City of Stanton

_____ City of Tustin
 _____ City of Westminster
 X City of Yorba Linda

b) Consultant is retained for services by the following other public agencies and public or private entities within Orange County, California. (List individually.

Irvine Ranch Water District, South Coast Water District, Orange County Fire Authority, Orange County Council of Governments

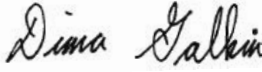
c) Please describe briefly those services potentially affected by this Disclosure:

See description on following page.

Consultant is required to disclose to the Trust, in writing, any services relationship which may be entered into during the term of the Contract, which violates or appears to violate the intent of this Disclosure:

Harris & Associates
 Consultant

February 24, 2023
 Date

Dima Galkin 
 Authorized ~~Repetitive~~ Representative

Senior Project Manager
 Title

c) Please describe briefly those services potentially affected by this Disclosure:

Most of Harris & Associates' clients located in Orange County engage Harris for non-housing work. Projects include engineering and design consulting for public works, environmental assessment, municipal finance analysis, and construction management. This category includes the following entities:

- County of Orange
- City of Anaheim
- City of Huntington Beach
- City of Newport Beach
- City of Stanton
- City of Yorba Linda
- Irvine Ranch Water District
- South Coast Water District
- Orange County Fire Authority

Furthermore, except for the Orange County Fire Authority, the Harris teams that provide services for all of the above clients are not the Community Development and Housing team, but rather separate business units.

For the Orange County Council of Governments, Harris's scope is limited to Regional Early Action Planning (REAP) grant management services. This includes assisting member jurisdictions with housing element implementation, zoning updates, and other housing planning assistance, but does not include affordable housing financial services.

For the Cities of Garden Grove and Irvine, Harris has provided affordable housing financial services. Should the Orange County Housing Finance Trust engage Harris to review applications to the Trust's NOFAs, Harris will not provide any affordable housing underwriting services to these member cities without the express written approval of Trust staff and, even with such written approval, will disclose if any projects seeking funding from the Trust were reviewed by or otherwise involved Harris.

Harris will keep Trust staff informed should any of the other member cities engage Harris for housing-related services. Harris also welcomes direction from Trust staff regarding additional mitigation measures.

Attachment 4

Compensation Proposal


Enter below the proposed price for full compensation to proposer for full and complete performance of the Services identified in the RFP Scope of Services. Prices shall include direct costs, indirect costs, profit, and any other costs associated with providing the services as described in this RFP.

Fee, including expenses: \$ 235,000, over three years

Proposer Name: Harris & Associates

Address: 22 Executive Park, Suite 200
Irvine, CA 92614

Phone Number: (925) 969-8001

Signature: 

Printed Name: Dima Galkin

Title: Senior Project Manager

Date: February 24, 2023

Note: The Request for Proposals calls for proposers to provide the Attachment 4 "specifying the cost of each task to complete." To comply with this request and to provide more information about Harris's cost/compensation proposal, the following pages include more information about Harris's proposed budget for the scope of work and billing rates.

COST PROPOSAL

CONFIRMED PROJECT STAFF:

Name	Current Title
Hitta Mosesman	Principal-in-Charge
Dima Galkin	Senior Project Manager
Kelly Morgan	Project Manager
Irlanda Martinez	Project Manager
Lynnete Guzman	Deputy Project Manager
Kyle Westra	Senior Analyst
Nathaniel Cayabyab	Analyst

2023 HOURLY RATE SCHEDULE:

Title	Hourly Rate
Principal-in-Charge	\$285
Senior Director / Director	\$255
Senior Project Manager	\$225
Project Manager	\$200
Deputy Project Manager	\$185
Senior Analyst	\$150
Analyst	\$145

NOTES:

- Hourly rates are subject to adjustments due to promotions and an annual increase of 4% beginning January 1, 2024, and each year thereafter.
- Harris charges a 10% markup on subconsultants and direct costs such as data and printing large quantities of deliverables.

The following page provides a detailed budget proposal. A contingency is included for out-of-scope tasks that may be desired, including the following:

- LHTF applications, compliance, and reporting;
- Marketing/promoting OCHFT NOFAs to the affordable housing developer community;
- Advisory services related to editing and executing loan agreements; and
- Other services as desired by the OCHFT.

OCHFT, Financial Analysis Services Budget

	Principal-In-Charge	Senior Project Manager	Project Manager	Deputy Project Manager	Senior Analyst	Analyst	Total Hours	Total Estimated Fee
<i>2023 Billing Rates*</i>	\$285	\$225	\$200	\$185	\$150	\$145		
Task 1.1 - Kickoff Meeting		4	6	2			12	\$2,470
Task 1.2 - Project Team Coordination	30	90	90	45	30	30	315	\$63,975
Task 2.1 - NOFA review	6	15	18	18	12	12	81	\$15,555
Task 2.2 - Application Submission Completeness Verification	6	20	20	12	12	36	106	\$19,450
Task 3.1 - Review Developer Experience & Financial Strength	6	20	20	12	12	36	106	\$19,450
Task 3.2 - Review Project Pro Forma & Project Requirements	8	28	20	18	12	48	134	\$24,670
Task 3.3 - Review Financial Notes & Assumptions	6	20	20	12	12	36	106	\$19,450
Task 3.4 - Review Social Services Plan & Operating Budget	8	24	24	20	12	40	128	\$23,780
Task 3.5 - Review Other Funding	8	24	20	18	12	40	122	\$22,610
Task 4.1 - Attend & Participate on Trust Review Committee	5	12	18	6	4	4	49	\$10,015
Task 4.2 - Assist Trust Staff with Staff Reports	4	24	24	12	0	0	64	\$13,560
TOTAL	87	281	280	175	118	282	1,223	\$234,985
Contingency								\$35,000
TOTAL with Contingency								\$269,985

* Note: Hourly rates subject to annual increase of up to 4% beginning January 1, 2024.

Attachment 5

ORANGE COUNTY HOUSING FINANCE TRUST CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Title: Proposal for Financial Analysis Services

Was a campaign contribution, regardless of the dollar amount, made to any member of the Orange County Finance Housing Trust Board of Directors on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes _____ No X

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

- The Applicant Yes ___ No ___
- Subcontractor Yes ___ No ___
- The Applicant's agent/ or lobbyist Yes ___ No ___

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Trust Board Member(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Trust Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Trust Board Members or to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the Orange County Housing Finance Trust any future contributions made to members of the Trust Board of Directors by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

February 24, 2023
Date

Harris & Associates
Print Firm Name, if applicable


Signature of Applicant

Dima Galkin, Senior Project Manager
Print Name of Applicant

**CONTRACT
BETWEEN
ORANGE COUNTY HOUSING FINANCE TRUST
AND
CORPORATION FOR SUPPORTIVE SERVICES
FOR
Financial Analysis Services**

This Contract for Financial Analysis 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 “Trust”, and Corporation for Supportive Housing with a place of business at 2664 Fourth Avenue, San Diego, CA 92103; hereinafter referred to as “Contractor”, with Trust and Contractor sometimes referred to as “Party”, or collectively as “Parties”.

ATTACHMENTS

Attachment A – Scope of Work
Attachment B – Compensation/Payment
Attachment C – Staffing Plan

i. RECITALS

WHEREAS, Trust issued a Request for Proposal (RFP) for Financial Analysis Services; and

WHEREAS, the Contractor responded and represents that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the Trust Board of Directors has authorized the Trust Manager or their designee to enter into a Contract with Contractor for Financial Analysis Services; and

NOW, THEREFORE, the parties mutually agree as follows:

ii. 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 adjudication to another county.

- B. Entire Contract:** This Contract, including Attachments A, B, and C which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on Trust unless authorized by Trust in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any Trust employee or agent, including but not limited to installers of software, shall not be valid or binding on Trust unless accepted in writing by Trust's Agent or designee.
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on Trust unless authorized by Trust in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. Trust reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind Trust to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by Trust. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by Trust.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by Trust, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of Trust, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) merchantable and good for the ordinary purposes for which they are used, and 2) 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 Trust 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 Trust by reason of the failure of the goods/services to conform to such warranties, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes. Such remedies shall be in addition to any other remedies provided by law.

- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold Trust and Trust Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney’s fees.
- 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 by Contractor without the express written consent of Trust. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of Trust shall be invalid and shall constitute a breach of this Contract.
- 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 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, Trust has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by Trust of its right to terminate the Contract shall relieve Trust of all further obligation.
- 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 Trust. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through Trust.

N. Performance: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to Trust's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of Trust required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the Trust that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the Trust during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

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

- 1) In addition to the duty to indemnify and hold the Trust harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the Trust at its sole cost and expense with counsel approved by Board of Directors against same; and

- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the Trust was the insured.

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

Qualified Insurer:

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

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the Trust 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 owned, 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 per occurrence

Required Coverage Forms:

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

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

Required Endorsements:

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

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

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

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

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

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

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

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

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

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

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

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

Q. Change of Ownership/Name, Litigation Status, Conflicts with Trust Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the Trust agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the Trust.

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

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

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

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 Trust within 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 Trust and Trust-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

Contractor's confidentiality obligations in this Contract and the obligations of this Section shall survive the termination or expiration of the Contract and all related subordinate contracts.

- 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 Trust in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by Trust. Contractor acknowledges that Trust is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold Trust and Trust Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. [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 had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect 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 performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by Trust, and hold harmless, the Trust, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the Trust or both in connection with any alleged violation of any Federal or State statutes or regulations

pertaining to the eligibility for employment of any persons performing work under this Contract.

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

AA. Audits/Inspections: Contractor agrees to permit the Trust's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the Trust) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The Trust will provide reasonable notice of such an audit or inspection.

The Trust reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the Trust to audit records and interview staff of any subcontractor related to performance of this Contract.

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

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

CC. Expenditure Limit: The Contractor shall notify the Trust assigned Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The Trust will not be responsible for any expenditure overruns and will not pay for work

exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

II. ADDITIONAL TERMS AND CONDITIONS:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the Trust will procure services from Contractor as set forth in the Scope of Work, attached hereto as Attachment A and incorporated by this reference.
2. **Term of Contract:** This Contract shall commence on March 15, 2023 or upon execution of all necessary signatures, whichever comes later, and continue for three calendar years from that date, unless otherwise terminated by Trust.
3. **Compensation/Payment:** The Contractor agrees to accept the specified compensation, as set forth in Attachment B – Compensation/Payment, as full remuneration for performing all services and materials called for. The Contractor assumes responsibility for performance of all its duties and obligations hereunder.
5. **Usage:** No guarantee is given by the Trust to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the Trust, at rates/prices listed in the Contract, regardless of quantity requested.
6. **Adjustments-Scope of Work:** No adjustments made to the scope of work will be authorized or paid for without prior written approval of the Trust assigned Agent.
7. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
8. **[INTENTIONALLY OMITTED.]**
9. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the Trust may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate the Contract immediately, pursuant to Section K herein;
 - b. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d. Offset against any monies billed by the Contractor but yet unpaid by the Trust those monies disallowed pursuant to the above.

- 10. 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.
- 11. [INTENTIONALLY OMITTED.]**
- 12. Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the Trust. The Trust assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the Trust are expressly stated in the Contract.
- 13. Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the Trust. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence Trust staff or elected officers from acting in the best interests of the Trust.
- 14. Conflict of Interest – Trust Personnel:** The Trust Board of Directors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any Trust employee for any purpose.
- 15. 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 Trust. Storage of records in another county will require written approval from the Trust assigned Agent.
- 16. Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

17. Covenant against Contingent Fees: Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of getting business.

For breach or violation of this warranty, the Trust shall have the right to terminate this Contract in accordance with the termination clause and, its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee from the Contractor.

18. Data-Title to: All materials, documents, data or information obtained from the Trust data files or any Trust medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the Trust. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the Trust. All materials, documents, data or information, including copies, must be returned to the Trust at the end of this Contract.

19. 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 recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

20. Disputes – Contracts:

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the Trust's Project Manager, such matter shall be brought to the attention of the Trust Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the Trust, on its own initiative, has already rendered such a final decision.
2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the Trust is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the Trust shall be expressly identified as such, shall be in writing, and shall be signed by the Trust Agent or his designee. If the Trust fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the Trust's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

- 21. Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Trust with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the Trust shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the Trust in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the Trust provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 22. News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the Trust through the Trust's Project Manager.
- 23. 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:	Company Name:	Corporation for Supportive Housing
	Address:	2664 Fourth Avenue San Diego, CA 92103
	Attn:	Simonne Ruff
	Telephone:	(619) 800-3436
	E-mail:	simonne.ruff@csh.org

For Trust: Orange County Housing Finance Trust
 Attn: Adam Eliason
 1 League #62335 Irvine, CA 92602
 Phone: (909) 706-7193
 Email: aeliason@ochft.org

- 24. Ownership of Documents:** The Trust has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the Trust and may be used by the Trust as it may require without additional cost to the Trust. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the Trust.
- 25. Precedence:** The Contract documents consist of this Contract and its attachments and exhibit. 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 exhibit.
- 26. Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. The Trust requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the Trust. The Trust may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- 27. Project Manager and Key Personnel – Contractor:** 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 Trust and shall not be changed without the written consent of the Trust's Project Manager, 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 Trust's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the Trust under this Contract. The Trust's Project manager 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 Trust's Project Manager. The Trust's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The Trust 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.

- 28. Project Manager – Trust:** The Trust shall appoint a project manager to act as liaison between the Trust and the Contractor during the term of this Contract. The Trust's project manager shall coordinate the activities of the Trust staff assigned to work with the Contractor.

The Trust's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The Trust's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the Trust's project manager. The Trust's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The Trust 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.

- 29. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

- 30. Reports/Meetings:** The Trust's Project Manager 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 Trust for the purpose of monitoring progress under this Contract.

- 31. Responsibility of the Contractor:** The Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all reports, documentation, and services furnished by the Contractor under this Contract. The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Contract. The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A, Scope of Work.

- 32. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Trust. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the Trust shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the Trust to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The Trust shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the Trust.

- 33. Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior Trust written approval.
- 34. Termination – Default:** If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten days after receipt of a written notice of default from Trust and cured such default within the time specified in the notice, the Trust shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the Trust may begin negotiations with a third-party contractor to provide services as specified in this Contract.
- 35. Termination – Orderly:** After receipt of a termination notice from the Trust, the Contractor shall submit to the Trust a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the Trust upon written request of the Contractor. Upon termination, Trust agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus 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 execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- 36. Title to Data:** All materials, documents, data or information obtained from the Trust data files or any Trust medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the Trust. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract. All materials, documents, data or information, including any copies, and all Trust Employees Workers' Compensation claim files, must be returned to the Trust at the end of this Contract.
- 37. Waivers-Contract:** The failure of the Trust in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
- 38. Contract Award – Multiple:** The Trust reserves the right, at its sole discretion, to make multiple awards to bidders/proposers for services requested in this solicitation.

SIGNATURE PAGE

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

CONTRACTOR*

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

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

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

<u>Simonne Ruff</u>	<u>Director</u>
Print Name	Title
<u>Simonne Ruff</u>	<u>March 6, 2023</u>
Signature	Date

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

_____	_____
Print Name	Title
_____	_____
Signature	Date

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

_____	_____
Print Name	Title
_____	_____
Signature	Date

Approved as to form
Trust Counsel

By Lauren Kramer
By Lauren Kramer (Mar 10, 2023 09:07 PST)

Date Mar 10, 2023

ATTACHMENT A
SCOPE OF WORK

I. BACKGROUND

The Orange County Housing Finance Trust is a Joint Powers Authority formed in March 2019 between the County of Orange and 24 cities in Orange County, California. A complete list of member cities can be found in Attachment 1.

The mission of the Trust is to strengthen the communities in Orange County by financing the development of affordable housing for homeless and low-income individuals and families. The Trust is working to achieve this mission by contributing to the construction of 2,700 permanent supportive housing units and working to secure funding that will contribute to additional affordable housing units by 2025.

During its first three years of operation, the Trust has awarded over \$28.4 million to fifteen affordable housing communities throughout Orange County. The Trust expects to be able to award approximately \$10 million per year through 2025 for additional affordable communities in the County, and is looking for additional funding from private donations and other government sources so it may continue to provide financing for communities past 2025.

II. TRUST RESPONSIBILITIES

1. Trust will assign a Trust Project Manager and coordinate work closely with Contractor.
2. Trust Project Manager will monitor and track project status to ensure it is progressing within the project timeframe.
3. Trust Project Manager will review and approve all work, materials, reports, and deliverables required in this Contract.

III. CONTRACTOR RESPONSIBILITIES

Consultant shall provide services and advice to the Trust's Board of Directors and staff, and be informed about the Trust's mission, finances, operations, history, and accomplishments. As mentioned above, the Trust issues a NOFA each year for gap funding for affordable housing developments in Orange County. Historically, the Trust has made approximately \$10 million available each year, however, it has approximately \$18 million available in 2023 due to additional sources of funding.

Over the past three years, the Trust has issued four NOFAs and received 20 applications for funding. It is anticipated that the Trust will continue to receive between approximately four and eight applications per NOFA on average, and that the Trust will issue one NOFA per year.

The Trust awards funding to developers that use Low Income Housing Tax Credits, tax-exempt bonds, and other sources of government and conventional financing for the development of affordable housing.

The Trust is seeking a three-year contract for expert analysis on the financial feasibility of the projects for which developers are seeking funding from the Trust. As more precisely detailed below, Consultant shall review applications to the Trust's NOFAs to determine their financial feasibility and compliance with Trust NOFA requirements and underwriting.

- Review final NOFA document including threshold requirements, scoring, and application requirements.
- Review all application materials submitted, including strategies for meeting both the housing and service needs for individuals with serious mental illness and/or project's target populations.
- Review and respond to each application in response to NOFA Section 4.02, Developer Experience & Financial Strength.
- Review and comment on each application in response to NOFA Section 5.04, Project Proforma and ensure application meets all NOFA requirements.
- Review and comment on each application in response to NOFA Section 5.05, Financial Notes and Assumptions
- Review and respond to each application in response to NOFA Sections 5.09, Social Services Plan, & 5.10, Social Services Operating Budget.
- Review other funding anticipated for the project being applied for in advance of or concurrently with Trust funding approval. Provide a summary status of other funding to note whether developer has applied, if funding is conditionally committed, committed or denied.
- Attend and participate on the Trust Review Committee in April of each year.
- Assist Trust Staff on the preparation of the Staff Report for the Trust Board meeting in May of each year and attend same meeting.

ATTACHMENT B**COMPENSATION/PAYMENT**

- I. COMPENSATION:** This is an all-inclusive, firm, fixed fee Contract between Trust and Contractor for all other services provided in Attachment A, Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. Trust shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Trust Contract Terms and Conditions.

The price per task for the services provided for in Attachment A, Scope of Work, are as follows and will be billed on a per application basis:

Task	Annual Deliverable	Deliverable Cost	Total Annual Cost	Total Contract Cost
<ul style="list-style-type: none"> Review final NOFA document including threshold requirements, scoring, and application requirements. 	1	\$2,500	\$2,500	\$7,500
<ul style="list-style-type: none"> Review all application materials submitted, including strategies for meeting both the housing and service needs for individuals with serious mental illness and/or project's target populations. Review and respond to each application in response to NOFA Section 4.02, Developer Experience & Financial Strength. Review and comment on each application in response to NOFA Section 5.04, Project Proforma and ensure application meets all NOFA requirements. Review and comment on each application in response to NOFA 	7	\$3,750	\$26,250	\$78,750

<p>Section 5.05, Financial Notes and Assumptions</p> <ul style="list-style-type: none"> Review and respond to each application in response to NOFA Sections 5.09, Social Services Plan, & 5.10, Social Services Operating Budget. Review other funding anticipated for the project being applied for in advance of or concurrently with Trust funding approval. Provide a summary status of other funding to note whether developer has applied, if funding is conditionally committed, committed or denied. 				
<ul style="list-style-type: none"> Attend and participate on the Trust Review Committee in April of each year. Assist Trust Staff on the preparation of the Staff Report for the Trust Board meeting in May of each year and attend same meeting. 	1	\$875	\$875	\$2,625
Totals			\$29,625	\$88,875

The Contract amount shall not exceed \$88,875.

II. FIRM RATE: Contractor guarantees that rates quoted are equal to or less than rates quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no rate increases shall be passed along to the Trust during the term of this Contract not otherwise specified and provided for within this Contract.

III. CONTRACTOR'S EXPENSE: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, online research services, travel, parking, and any and all "out of pocket" expenses incurred by the Contractor while on Trust 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 a Trust facility while performing work under this Contract, except to the extent the Trust facility has free parking available to the public and the Contractor makes appropriate use of this free parking. However, the Trust will not provide free parking to the Contractor in the County Civic Center.

Contractor shall bill for the actual number of hours worked. Contractor shall notify Trust in advance if any task requires an additional time commitment to complete. Trust approval is required before Contractor can work additional hours/time on the project.

IV. PAYMENT TERMS: Invoices are to be submitted in arrears, after services have been completed, to the bill to address specified under Section VI – Billing Instructions, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice.

Payment will be net 30 days after receipt of the invoice in a format acceptable to the Trust, and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the Trust for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

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

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

VI. BILLING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

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

Billing Address: All invoices shall be billed to:
 OC Housing Finance Trust
 Attn: Adam Eliason
 1 League #62335
 Irvine, CA 92602
 aeliason@ochft.org

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

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

ATTACHMENT C
STAFFING PLAN

I. Primary Staff/Key Personnel to perform Contract duties

Name	Classification
Simonne Ruff	Director
Debbie Fountain	Senior Program Manager

(Additional lines may be added if necessary)

II. Alternate Staff/Key Personnel (for use only if primary is not available)

Name	Classification

(Additional lines may be added if necessary)

Contractor understands that those individuals represented as assigned to the project must remain working on the project throughout the duration of the project unless otherwise requested or approved by the Trust. Substitution or addition of Contractor’s Key Personnel in any given classification/title shall be allowed only with prior written approval of the Trust Project Manager. During the Term of this Contract, Contractor shall maintain a business office in Southern California.

The Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to Trust written approval. Trust reserves the right to have any of Contractor personnel removed from providing Services/Deliverables to Trust under this Contract. Trust is not required to provide any reason for the request for removal of any Contractor personnel.

III. SUB-CONTRACTOR(S)

In accordance with Article I, Assignment, listed below are sub-contractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's sub-contractors in any given project function shall be allowed only with prior written approval of the Trust Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function

(Additional lines may be added if necessary)







CSH - PSA

Final Audit Report

2023-03-10

Created:	2023-03-10
By:	ADAM ELIASON (adam@civicstone.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMfTZR0nyPcLRRsVUxliGXd2nR4Et_8UE

"CSH - PSA" History

-  Document created by ADAM ELIASON (adam@civicstone.com)
2023-03-10 - 5:00:51 PM GMT- IP address: 76.95.60.7
-  Document emailed to lauren.kramer@coco.ocgov.com for signature
2023-03-10 - 5:01:25 PM GMT
-  Email viewed by lauren.kramer@coco.ocgov.com
2023-03-10 - 5:02:15 PM GMT- IP address: 104.47.64.254
-  Signer lauren.kramer@coco.ocgov.com entered name at signing as LAuren Kramer
2023-03-10 - 5:07:18 PM GMT- IP address: 136.226.64.96
-  Document e-signed by LAuren Kramer (lauren.kramer@coco.ocgov.com)
Signature Date: 2023-03-10 - 5:07:20 PM GMT - Time Source: server- IP address: 136.226.64.96
-  Agreement completed.
2023-03-10 - 5:07:20 PM GMT