



AGENDA AND NOTICE OF THE SPECIAL MEETING OF THE
SAN GABRIEL VALLEY REGIONAL HOUSING TRUST FUND BOARD OF
DIRECTORS

THURSDAY, MAY 11, 2023 – 1:00 P.M.
SGVCOG Office

1333 S. Mayflower Avenue, Suite 360 Monrovia, CA 91016

SGVRHT Officers

Chair
Jed Leano

Vice-Chair
Becky Shevlin

Jurisdictional Representatives
Northeast Representative
Gary Boyer, Glendora

Northwest Representative
Becky Shevlin, Monrovia

Central Representative
Emmanuel Estrada,
Baldwin Park

Southeast Representative
Patty Cortez, Covina

Southwest District
Adele Andrade-Stadler,
Alhambra

At-Large Representatives
Margaret Finlay, Duarte
Jed Leano, Claremont

Housing/Homeless Experts
Carol Averell (Delegate)
Benita DeFrank (Delegate)
Alma Martinez (Alternate)

Members

- Alhambra
- Arcadia
- Azusa
- Baldwin Park
- Claremont
- Covina
- Diamond Bar
- Duarte
- El Monte
- Glendora
- Irwindale
- La Cañada Flintridge
- La Verne
- Monrovia
- Montebello
- Pasadena
- Pomona
- San Gabriel
- South El Monte
- South Pasadena
- Temple City
- West Covina

Thank you for participating in today’s meeting. The Board of Directors encourages public participation and invites you to share your views on agenda items.

MEETINGS: The agenda packet is available at the San Gabriel Valley Council of Government’s (SGVCOG) Monrovia Office, 1333 S. Mayflower Avenue, Suite 360, Monrovia, CA, and on the website, www.sgvcog.org. Copies are available via email upon request (sgv@sgvcog.org). A copy of the agenda is also posted for public viewing at the entrance of the SGVCOG Monrovia Office Building. Any additional agenda documents that are distributed to a majority of the Board after the posting of the agenda will be available for review in the SGVCOG office during normal business hours and on the SGVCOG website noted above.

PUBLIC PARTICIPATION: Your participation is welcomed and invited at all Board of Directors meetings. Time is reserved at each regular meeting for those who wish to address the Board. SGVRHT requests that persons addressing the meeting refrain from making personal, slanderous, profane or disruptive remarks. A person who continues to disrupt the orderly conduct of the meeting, after being warned by the Board Chair or designee to cease the disruption, may be precluded from further participation in the meeting.

TO ADDRESS THE GOVERNING BOARD: At a regular meeting, the public may comment: (i) on any matter within the jurisdiction of the Board of Directors that is not on the agenda during the public comment period at the beginning of the agenda; (ii) on any item(s) that is on the Consent Calendar prior to action taken on the Consent Calendar; and (iii) on any other agenda item prior to the time it is considered by the Board. during the public comment period and may also comment on any agenda item at the time it is discussed. At a special meeting, the public may only comment on items that are on the agenda. Members of the public are requested to state their name prior to speaking. Comments are limited to a maximum of three minutes per person. The Board President may impose additional time limits if comments become repetitious, an individual member of the public seeks to speak on numerous items, or a large number of members of the public seek to speak on an item. Except in limited situations, the Board may not take action on items not appearing on the agenda and/or discuss them at length.

If you would like to provide a public comment during a Board meeting, please see “Instructions for Public Comments” below.

AGENDA ITEMS: The Agenda contains the regular order of business of the Board of Directors. Items on the Agenda have generally been reviewed and investigated by the staff in advance of the meeting so that the Board of Directors can be fully informed about a matter before making its decision.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SGVCOG office at (626) 457-1800. Notification 48 hours prior to the meeting will enable the SGVCOG to make reasonable arrangement to ensure accessibility to this meeting.



CONSENT CALENDAR: Items listed on the Consent Calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion on these items unless a Board member or citizen so requests. In this event, the item will be removed from the Consent Calendar and considered after the Consent Calendar. If you would like an item on the Consent Calendar discussed, simply tell Staff or a member of the Board of Directors.

TELECONFERENCE LOCATIONS: State law allows Board Representatives to teleconference from remote locations as long as certain conditions are met, including listing the teleconference locations in the agenda. The following locations are hereby noticed as teleconference locations, which are accessible to the public for the purposes of observing this meeting and/or addressing the Governing Board.

Pomona City Hall Benita DeFrank (Housing and Homeless Representative) Chuck Bader Conference Room 505 S. Garey Ave. Pomona, CA 91769	South Gate City Hall Carol Averell (Housing and Homeless Representative) 8650 California Avenue South Gate, CA 90280	Gary Boyer (Glendora) 133 Old County Line Rd. Westerville, OH 43081
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Instructions for Public Comments: For those wishing to make public comments on agenda and non-agenda items, but within the SGVCOG’s subject matter jurisdiction, you may submit written comments via email or provide a verbal comment by participating through Zoom.

- **Written Comments (Email):** If you wish to submit written public comments to be distributed to the committee members prior to or during the meeting, please submit these materials via email to Brielle Salazar at bsalazar@sgvrht.org at least 1 hour prior to the scheduled meeting time. Please indicate in the Subject Line of the email “FOR PUBLIC COMMENT.” Emailed public comments will be read into the record and will be part of the recorded meeting minutes. Written public comments may include, but are not limited to letters, reports, and presentations.
- **Verbal Comments (In Person):** If you would like to make a public comment at the Governing Board meeting location, please fill out a public comment card. Comment cards will be made available to you by staff at the entrance to the meeting room. If you are attending the meeting at a noticed teleconference location and would like to make a public comment, please raise your hand when the item upon which you wish to speak comes up on the agenda.
- **Verbal Comments (Zoom):** If you would like to participate by teleconference from a private location, please email Brielle Salazar (bsalazar@sgvrht.org) to request an attendee Zoom link at least 24 hours before the meeting. Through Zoom, you may provide a verbal comment by using the web interface “Raise Hand” feature when the agenda item upon which you wish to speak is to be considered. You will then be called upon to provide your verbal comments.

Any member of the public requiring a reasonable accommodation to participate in this meeting should contact Brielle Salazar at least 48 hours prior to the meeting at (626) 457-1800 or at bsalazar@sgvrht.org.

PRELIMINARY BUSINESS

5 MINUTES

1. Call to Order
2. Roll Call
3. Public Comment (*If necessary, the President may place reasonable time limits on all comments*)
4. Changes to Agenda Order: Identify emergency items arising after agenda posting and requiring action prior to next regular meeting.

CONSENT CALENDAR

5 MINUTES

5. Board of Directors Minutes- February 28, 2023 Meeting- Page 1
Recommended Action: Adopt Board of Directors minutes for the February 28, 2023 meeting.
6. Staffing Agreement Update- Page 4
Recommended Action: Authorize Board Chair Jed Leano to execute Amended and Restated Staffing Agreement with SGVCOG.
7. FY 2023-2024 Budget- Page 13
Recommended Action: Adopt Resolution 23-06 adopting the Fiscal Year 2023-2024 Budget.
8. LHTF Application- Page 19
Recommended Action: Adopt Resolution 23-07 approving the 2023 LHTF application.

ACTION ITEMS

10 MINUTES

9. FY 22-23 Federal Earmark Funding Priorities- Page 24
Recommended Action: Adopt Resolution 23-08 authorizing the Executive Director to execute commitment letters to: 1.) The Boulevard in Montebello- \$2,500,000 2.) Baldwin Park Apartments in Baldwin Park- \$1,500,000

DISSCUSSION

1 HOUR

10. Affordable Housing Development Cost
Recommended Action: For information only.

UPDATE ITEMS

5 MINUTES

11. Chair's Report
12. Executive Director's Report
13. General Counsel's Report

ADJOURN

SGVRHT Board of Directors Unapproved Minutes

Date: February 28, 2023
Time: 1:00 PM
Location: Zoom Virtual Meeting

PRELIMINARY BUSINESS

1. Call to Order
Chair Leano called the meeting to order at 1:01 PM.

2. Roll Call
A quorum was in attendance.

Members Present

Jed Leano, At-Large Member
Becky Shevlin, City of Monrovia
Adele Andrade-Stadler, City of Alhambra
Carol Averell, Housing/Homeless Expert
Gary Boyer, City of Glendora
Patty Cortez, City of Covina
Emmanuel Estrada, City of Baldwin Park
Margaret Finlay, City of Duarte

Members Absent

Benita DeFrank,
Housing/Homeless Expert

Staff

M. Creter, Executive Director, SGVRHT
B. Acevedo, SGVRHT
D. DeBerry, General Counsel
M. Sharkey

3. Public Comment
There was no public comment.
4. Changes to Agenda Order
There were no changes to agenda order.

CONSENT CALENDAR

5. Board of Directors Minutes- February 7, 2023 Meeting
Recommended Action: Adopt Board of Directors minutes for the February 7, 2023 meeting.

**There was a motion to approve Consent Calendar Item 5. (M/S: Finlay/Boyer).
[Motion Passed]**

AYES:	Leano, Shevlin, Andrade-Stadler, Averell, Boyer, Estrada, Finlay
NOES:	
ABSTAIN:	
ABSENT:	Cortez, DeFrank

ACTION ITEMS

6. Project Pipeline Allocation

There was a motion to adopt Resolution 23-05 authorizing the Executive Director to execute a Letter of Intent to award funding to: Plaza Ortiz Family (El Monte)- \$1,250,000 and Plaza Ortiz Veterans (El Monte)- \$437,807 (total of \$1,687,807).

(M/S: Boyer/Averell).

AYES:	Leano, Shevlin, Andrade-Stadler, Averell, Boyer, Cortez, Estrada, Finlay
NOES:	
ABSTAIN:	
ABSENT:	DeFrank

7. Real Property Purchase 405 S. Del Mar San Gabriel, CA

There was a motion to approve a Purchase and Sale Agreement in the amount of \$4,105,000 for real property located at 405 South Del Mar, San Gabriel, CA in substantially the form as attached and authorize Board Chair Jed Leano to execute the same on behalf of the SGVRHT.

(M/S: Andrade-Stadler/Cortez).

AYES:	Leano, Shevlin, Andrade-Stadler, Averell, Boyer, Cortez, Estrada, Finlay
NOES:	
ABSTAIN:	
ABSENT:	DeFrank

PRESENTATION

8. SGVRHT FY 2022 Audit Presentation by Badawi & Associates.

UPDATE ITEMS

There were no update items.

GENERAL COUNSEL'S REPORT

D. DeBerry shared an update that there has been a challenge to SB 1439, which applies the Levine Act to local elected officials for donations exceeding \$250. This challenge is pending, and updates will be provided as they are available.

EXECUTIVE DIRECTOR'S REPORT

M. Creter shared that the next board meeting will be held in-person. The meeting agenda will include the FY 2024 budget and the Master Service Agreement update between the SGVRHT and the SGVCOG.

CHAIR'S REPORT

Chair Leano reported that this will be the board's last meeting on Zoom. The board discussed the rising costs of affordable housing units and requested additional education on the topic. Staff will work on organizing a training for the board on project costs at an

upcoming meeting.

ADJOURN

Chair Leano adjourned the meeting at 1:55 PM.

DATE: May 11, 2023

TO: Board of Directors

FROM: Marisa Creter, Executive Director

RE: AMENDMENT TO AGREEMENT FOR CONTRACT FOR STAFFING

RECOMMENDED ACTIONS

Authorize Board Chair Jed Leano to execute Amended and Restated Agreement for Contract Staffing.

BACKGROUND

At its June 3, 2020, meeting, the San Gabriel Valley Regional Housing Trust (SGVRHT) Board of Directors approved an Agreement for Contract Staffing (Agreement) between the SGVRHT and the San Gabriel Valley Council of Governments (SGVCOG) for core staffing. The Agreement provides staffing and day-to-day oversight of the SGVRHT, the SGVRHT does not have staff. The Agreement was amended in September 2021 such that the SGVRHT pays directly for legal and audit expenses which were originally paid by SGVCOG and reimbursed by SGVRHT. Services included in the Agreement include a dedicated staff, including an Executive Director and RHT manager, to oversee SGVRHT all activities including Board of Directors meetings, consultant contracts, annual budget, communication with member agencies and stakeholders, maintaining website, pursuing funding opportunities and managing funding received, compliance with JPA and other applicable laws.

The Agreement has a 3-year term ending on June 30, 2023. The recommended Amendment 2 would remove the end date of the Agreement and provide more flexibility to utilize additional staffing as the SGVRHT expands.

DISCUSSION

The SGVRHT collects annual dues from member cities to offset agency operating costs and receives funding to administer programs including Local Housing Trust Fund (LHTF), Permanent Housing Allocation (PLHA), and loan origination fees.

In the past two years the SGVRHT has received almost \$40 million in State and Federal budget earmarks. The Board has allocated these funds to support several affordable and homeless housing programs including Pipeline Funding, Revolving Loan Fund, Affordable and Homeless Housing Innovation, and the establishment of a San Gabriel Valley Land Trust. These programs and general administrative tasks are summarized below including the required staffing to operate the programs.


REPORT

The primary change aside from removing an end date for the agreement is that Amendment 2 creates flexibility to utilize additional staff as needed to support programs. Base staffing would still include 1 FTE Housing Trust Manager, .25 FTE Executive Director, and a fixed fee for administrative and finance staff support. Additional staff would charge their hourly rates to the SGVRHT based on actual work performed. This would enable the SGVRHT to assign tasks to staff as work arises such as additional management analyst support during the development of an interim housing site or increased Government and Community Relations staff to support funding applications and events. Staff would work with available funding and develop a staffing plan and workplan each year, and MSA costs would not exceed available funding.

The SGVRHT has sufficient operational funding to support the additional staffing costs with annual dues, administrative grant funds, and loan origination fees.

NEXT STEPS

If the amendment is approved, the updated quarterly payment would be in effect for the first FY 2023-2024 quarterly payment due September 30, 2023.

Prepared by: 
Brielle Acevedo
Regional Housing Trust Manager

Approved by: 
Marisa Creter
Executive Director

ATTACHMENTS

Attachment A – Amended and Restated Agreement for Contract Staffing

AMENDED AND RESTATED AGREEMENT BETWEEN THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR CONTRACT STAFFING

This Agreement for Contract Staffing ("Agreement") is by and between the San Gabriel Valley Regional Housing Trust, a joint powers agency (Trust), and the San Gabriel Valley Council of Governments, a joint powers agency (SGVCOG), to be effective as of the date signed by both Parties below.

RECITALS

- A. The Trust was established in February 2020 with the stated purpose of funding the planning and construction of housing for the homeless population and persons and families of extremely low, very low, and low income within the San Gabriel Valley, by receiving public and private financing and funds, authorizing and issuing bonds and other debt instruments; and
- B. The Trust is in need of staffing to carry out the Trust's powers; and
- C. The Joint Exercise of Powers Agreement of the Trust (the "JPA") provides that the Trust may contract with SGVCOG to provide for officers and staff as the Trust's Board of Directors deem necessary to carry-out the Trust's powers; and
- D. The Trust desires to contract with the SGVCOG to provide such officers and staff; and
- E. The SGVCOG has the regional experience and expertise to provide such staffing and is willing to do so; and
- F. The Trust's member agencies are also member agencies of the SGVCOG and have a shared desire to regionally collaborate to bring additional affordable housing resources to the San Gabriel Valley; and
- G. The Trust and the SGVCOG desire to set forth the terms of the contract staffing by way of this Agreement.

NOW, THEREFORE, the Parties agree to the following:

I. SGVCOG SERVICES.

Subject to the terms and conditions set forth in this Agreement, SGVCOG shall provide to the reasonable satisfaction of the Trust, contract staffing for the services set forth in the attached Exhibit "A", which is incorporated herein by this reference. Such services shall be provided in accordance with all applicable laws, regulations, the JPA, any By-Laws that may be adopted by the Board of Directors, and this Agreement.

II. TERM.

The term of this Agreement shall commence upon execution of the Agreement by all Parties and shall continue ~~up to and including June 30, 2023~~ until terminated by one or more of the Parties. ~~The term of this Agreement may be extended by mutual agreement of the Parties by way of an amendment to this Agreement. The Parties shall endeavor to meet at least 180 days prior to the end of the term to determine whether they have a mutual desire to extend the term.~~

III. COMPENSATION.

The Trust agrees to compensate the SGVCOG for actual expenses incurred-, estimated to total Four Hundred Sixty One Thousand Dollars (\$461,000) for fiscal year 2023-24 (June 30 – July 1) as shown forth in Exhibit “B”, which is attached hereto and incorporated herein by reference. The above amount shall include all costs incurred by SGVCOG, including, but not limited to, all staffing costs, overhead, telephone, travel, and all other related expenses. ~~The total annual not to exceed compensation in future fiscal years shall be as set forth in Exhibit “B”, which is attached hereto and incorporated herein by reference.~~

IV. PAYMENT.

At the end of each quarter of the fiscal year, the SGVCOG shall furnish to the Trust an invoice for one quarter of the annual fixed the actual cost for services rendered during the preceding quarter. The Trust shall pay the invoice within 30 days of receipt thereof. Payment shall constitute payment in full for all services, costs and work of whatever nature performed by SGVCOG under this Agreement.

V. NOTICES

All notices required or permitted under this Agreement shall be sent by first-class mail, postage pre-paid, and addressed as follows:

To Trust: Chairperson of the Board of Directors
San Gabriel Valley Regional Housing Trust
1333 S. Mayflower Avenue
Unit 360
Monrovia, CA 91016

To SGVCOG: Marisa Creter, Executive Director
San Gabriel Valley Council of Governments
1333 S. Mayflower Avenue
Unit 360
Monrovia, CA 91016

Either Party may change from time to time the person and address for written notices by delivery of a change thereto by written notice to the other Party. All notices shall be deemed delivered following deposit in the United States mail in accordance herewith.

VI. INDEPENDENT CONTRACTOR.

A. SGVCOG is and shall at all times under this Agreement, remain as to the Trust and its members, a wholly independent contractor. SGVCOG shall have no power to incur any debt, obligation, or liability on behalf of Trust or otherwise act on behalf of Trust as an agent, except as specifically provided herein.

B. SGVCOG agrees to withhold and pay all required taxes of any of its employees performing work under this Agreement, and to indemnify and hold the Trust Indemnitees (as defined below) harmless from any and all taxes, assessments, penalties, and interest asserted against the Trust Indemnitees by reason of the independent contractor relationship created by this Agreement.

C. SGVCOG shall fully comply with Workers' Compensation laws regarding SGVCOG and SGVCOG's employees. SGVCOG further agrees to indemnify and hold the Trust Indemnitees harmless from any failure of SGVCOG to comply with applicable Worker's Compensation laws.

D. Any retirement liabilities of SGVCOG under the Public Employee Retirement System or any other system, shall not constitute a liability of the Trust Indemnitees.

VII. INSURANCE.

SGVCOG shall ensure that all insurance it carries as required by its Board of Directors applies with equal force to the performance of its duties under this Agreement. Evidence of such coverage shall be provided to the Chairperson of the Board of Directors within 30 days of execution of this Agreement.

VIII. TERMINATION.

A. Notwithstanding the term of this Agreement as provided in Section II above, either Party may terminate this Agreement without cause upon at least 90 days written notice to the other Party.

B. This Agreement may be terminated for cause as provided herein, in the event one of the Party's materially defaults in performing its duties under this Agreement. The non-defaulting Party shall give notice of the default to the defaulting Party and the right to cure such default within 30 days of the notice or such longer time as may be provided in the notice. In the event the defaulting Party fails to cure such default to the reasonable satisfaction of the non-defaulting Party, this Agreement shall terminate upon delivery of notice by the non-defaulting Party that the default was not cured within the time provided. Upon such termination, the Parties shall have no further obligations to each other unless otherwise provided herein.

IX. INDEMNITY.

A. SGVCOG shall indemnify, defend and hold the Trust, the Trust member agencies, and their respective legislative bodies, officers, agents and employees ("Trust Indemnitees") harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the SGVCOG's obligations under this Agreement, unless caused by the acts or omissions of the Trust Indemnitees.

B. The Trust shall indemnify, defend and hold SGVCOG, its Board of Directors, member agencies, officers, agents and employees ("SGVCOG Indemnitees") harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense

costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the Trust's obligations under this Agreement or performance of the JPA, unless caused by the acts or omissions of the SGVCOG Indemnites.

B. The duty of SGVCOG to indemnify, defend and the Trust Indemnites harmless shall include, but not be limited to, any and all claims under the Workers' Compensation Act and the California Public Employees Retirement System and other employee benefit acts arising out SGVCOG's performance of this Agreement.

C. SGVCOG's and the Trust's obligation under this Section IX shall survive termination of this Agreement.

X. GENERAL TERMS AND CONDITIONS.

A. This Agreement constitutes the entire understanding between the Parties, with respect to the subject matter herein and shall not be amended except in writing signed by the Parties.

B. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, pandemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

C. Neither Party shall assign this Agreement, or any part thereof, without the prior written consent of the other Party. Any such attempted assignment without such written consent shall be void and unenforceable.

D. This Agreement is made in the State of California and shall be governed by California law and any applicable federal law. The venue for any action brought under this Agreement shall be in Los Angeles County.

E. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

F. The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective approved successors and assigns.

G. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

In witness whereof, the Parties enter into this Agreement on the date of last execution by the Parties.

[Signatures on next page]

FOR THE SAN GABRIEL VALLEY
REGIONAL HOUSING TRUST

By: _____
JED LEANO
CHAIR, BOARD OF DIRECTORS

Dated: March __, 2023

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: _____
Marisa Creter
Executive Director

Dated: March __, 2023

APPROVED AS TO FORM:

David DeBerry
General Counsel

Dated: March __, 2023

EXHIBIT A

Scope of Work

Task 1

SGVCOG shall provide staffing for all activities related to the operation of the San Gabriel Valley Regional Housing Trust (SGVRHT).

Specific activities shall include but are not limited to the following:

- Developing, distributing, and posting agendas and related staff reports for regular meetings of the San Gabriel Valley Regional Housing Trust Board of Directors;
- Managing communications with Board of Directors, member agencies, and all other stakeholders;
- Manage consultant contracts executed by the SGVRHT Board of Directors. Contracted services could include planning and start-up activities, fund development, and administration of the initial funding award;
- Developing and maintaining website for the SGVRHT;
- Developing and presenting an annual SGVRHT Budget and Workplan for approval by the SGVRHT Board of Directors;
- Completing the Annual SGVRHT Workplan as adopted by the SGVRHT Board of Directors and overseeing the SGVRHT Annual Budget;
- Ensuring compliance with the SGVRHT joint powers agreement, SGVRHT by-laws, and other relevant local, State, and Federal laws;
- Pursuing opportunities for funding – including grant applications and private fundraising – for the SGVRHT;
- Providing Executive Director services;
- Managing funding received by the SGVRHT.

SGVCOG staff may also recommend the hiring of consultants to the SGVRHT Board of Directors to support some of these efforts, including pursuing opportunities for funding for the SGVRHT and managing funding received by the SGVRHT, to ensure that the appropriate levels of expertise are provided to the SGVRHT. SGVCOG staff will be responsible for overseeing these consultants. The SGVCOG will provide the following staffing levels to complete these activities and fulfill the staffing requirements of the SGVRHT:

- 1.0 FTE Principal Management Analyst
- ~~0.2~~5 FTE Upper Management
- ~~0.25~~ Management Analyst/[Aide support as needed](#)

Task 2

SGVCOG shall provide administrative and fiscal support services to the SGVRHT, including the following:

- Office space (including utilities and equipment) for staff dedicated to the SGVRHT;
- Financial management, including establishing and maintaining funds and accounts in accordance with good government accounting practices as required by the Trust joint powers agreement, reviewing invoices and disbursing invoice payments, and required financial and grant reporting;

- Completion of an Annual Financial Report, in compliance with the requirements of the Trust joint powers agreement;
- Services of a treasurer and auditor to perform those designated responsibilities outlined in the Trust joint powers agreement to ensure strict accountability of all funds and reporting of receipts and disbursements of the Trust;
- Procurement and contracting support (including issuance of procurements; negotiation and execution of agreements);
- Administrative support (including human resources and payroll);
- Information Technology (IT) support (including website management).

REPORT

DATE: May 11, 2023
TO: Board of Directors
FROM: Marisa Creter, Executive Director
RE: **FY 2023-2024 BUDGET**

RECOMMENDED ACTION

Adopt Resolution 23-06 amending the FY 2022-2023 SGVRHT Budget and adopting the FY 2023-2024 Budget.

BACKGROUND

The SGVRHT follows a fiscal year from July 1st through June 30th and adopts its budget in the second quarter of each year. The SGVRHT Board approved the FY 2022-2023 budget in April 2022 and amended it in September 2022 to include additional funding received, including a \$3 million federal earmark. The 2023-2024 budget includes the funding allocations awarded in the previous fiscal year that have not closed financing, and a new \$4 million federal earmark.

FY 2022-2023 OPERATING BUDGET

Staff proposes the below operating budget for FY 2023-2024. Additional detail can be found in Attachment A.

	FY 23-24	Notes
Operating Revenue	\$419,738	Member dues and origination fees
Grants & Special Projects Income	\$286,500	State Budget Earmark Admin, LHTF Admin
Indirect Expenses	\$685,548	MSA, consultant support, insurance, audit, meeting expenses
Net Income	\$32,738	

FY 2023-2024 CAPITAL (GRANTS AND LENDING) BUDGET

The proposed 2023-2024 budget reflects \$8,105,000 in sources, mainly \$4M in Federal Budget Earmark and the \$4.1M land value for 405 S, Del Mar which was purchased with State Budget Earmark funds. All funds have an associated use including \$4.1M in matching funds for the 2023 Local Housing Trust Fund (LHTF) application and \$4M in unallocated funds which will be awarded to future affordable or homeless housing projects as approved by the Board.

REPORT

Prepared by: Brielle Acevedo
Brielle Acevedo
Regional Housing Trust Manager

Approved by: Marisa Creter
Marisa Creter
Executive Director

ATTACHMENTS

Attachment A – Resolution 23-06 Adopting SGVRHT FY 2023-2024 Budget

RESOLUTION NO. 23-06

**RESOLUTION OF THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST
(TRUST) ADOPTING THE FY 2022-2023 OPERATING AND CAPITAL (GRANTS
AND LENDING) BUDGET**

WHEREAS, the SGVRHT Board of Directors adopts an annual fiscal year budget;
and

WHEREAS, the current adopted fiscal year budget ends on June 30, 2023; and

WHEREAS, the Budget serves as the basis for the Trust's programs and activities;
and

WHEREAS, the Executive Director is responsible for the development and
implementation of the Budget; and

WHEREAS, the Board may, from time to time, modify the Budget to conform to the
Board's policy directives; and

WHEREAS, there are funds within this Budget that are for specific purposes and
appropriations of those funds will comply with accounting principles and governing rules
of the funding sources.

NOW, THEREFORE, BE IT RESOLVED that the Board adopts the FY 2023-2024
Operating Budget, attached hereto and incorporated herein as Exhibit A and the FY 2023-
2024 Capital (Grants and Lending) Budget, attached hereto and incorporated herein as
Exhibit B.

PASSED AND ADOPTED by the Board of Directors of San Gabriel Valley
Regional Housing Trust, in the County of Los Angeles, State of California, on the 11th day
of May 2023.

San Gabriel Valley Regional Housing Trust

Jed Leano, Chair

Attachment A

Attest:

I, Marisa Creter, Executive Director and Secretary of the Board of Directors of the San Gabriel Valley Regional Housing Trust, do hereby certify that Resolution 23-06 was adopted at a regular meeting of the Governing Board held on the 11th day of May 2023, by the following roll call vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	

Marisa Creter, Secretary

**San Gabriel Valley Regional Housing Trust
FY 2023-2024 Proposed Operating Budget**

	FY 23-24 Proposed	FY 22-23 Amended	FY 22-23 original
Operating Revenues			
General Operating Income			
Member Fees	\$ 328,500	\$ 318,299	\$ 342,174
Origination Fees	\$ 91,238	\$ 124,560	\$ 176,000
<i>Total General Operating Income</i>	<u>\$ 419,738</u>	<u>\$ 442,859</u>	<u>\$ 518,174</u>
 Grants & Special Projects Income			
State Earmark Admin	\$ 234,000	\$ 88,902	\$ 77,841
LHTF Admin	\$ 52,500		\$ 50,000
<i>Total Grants & Special Projects Income</i>	<u>\$ 286,500</u>	<u>\$ 88,902</u>	<u>\$ 127,841</u>
Total Income	<u>\$ 706,238</u>	<u>\$ 531,761</u>	<u>\$ 646,015</u>
Indirect Expenses			
<u>Board/Employee Expenses</u>			
Travel/Meeting Expenses	\$ 5,000	\$ 5,000	\$ 5,000
Printing/Supplies	\$ 5,000	\$ 5,000	\$ 5,000
<u>Professional Services</u>			
MSA	\$ 461,000	\$ 336,000	\$ 336,000
Legal	\$ 75,000	\$ 45,000	
Audit	\$ 5,000	\$ 5,000	\$ 5,548
Consultant Support	\$ 109,000	\$ 119,761	\$ 208,515
<u>Other</u>			
Insurance	\$ 10,000	\$ 10,000	\$ 11,000
Operating Reserve	\$ 3,500	\$ 5,000	\$ 5,000
Total Expenditures	<u>\$ 673,500</u>	<u>\$ 530,761</u>	<u>\$ 576,063</u>
Net Income (Loss)	<u><u>\$ 32,738</u></u>	<u><u>\$ 1,000</u></u>	<u><u>\$ 69,952</u></u>

San Gabriel Valley Regional Housing Trust
FY 2022-2023 Proposed Capital (Grants and Lending) Budget

	FY23-24 Proposed	FY 22-23 Amended	FY 22-23 Original	change
Sources				
Measure H- SGVCOG		\$1,000,000	\$1,000,000	\$0
Transfer from Operational Account			\$171,174	(\$171,174)
405 S. Del Mar Land Value	\$4,105,000			
Community Project Funding (Federal)	\$4,000,000	\$3,000,000		\$3,000,000
State Earmark (2022)		18,880,305	\$18,703,000	\$177,305
<i>Total</i>	\$8,105,000	\$22,880,305	\$19,874,174	\$3,006,131
Uses				
Local Housing Trust Program (LHTF)	\$4,105,000	\$1,000,000	\$1,171,174	(\$171,174)
Homeless Pilot Programs		\$3,280,305	\$3,103,000	\$177,305
Pipeline Funding		\$10,800,000	\$7,800,000	\$3,000,000
unallocated	\$4,000,000			
Revolving Loan Fund		\$7,800,000	\$7,800,000	\$0
<i>Total</i>	\$8,105,000	\$22,880,305	\$19,874,174	\$3,006,131
Net Income (Loss)	\$0	\$0	\$0	

REPORT

DATE: May 11, 2023

TO: Board of Directors

FROM: Marisa Creter, Executive Director

RE: **LOCAL HOUSING TRUST FUND (LHTF) APPLICATION**

RECOMMENDED ACTION

Adopt Resolution 23-07 Local Housing Trust Fund Application

BACKGROUND

San Gabriel Valley Regional Housing Trust (SGVRHT) Board is meeting today for the approval of an application to the California Department of Housing and Community Development (HCD) Local Housing Trust Fund (LHTF) Grant Program in May 2023. The LHTF Program will provide approximately \$53 million to housing trust funds for construction loans and/or permanent loans for affordable housing rental projects, permanent supportive housing, emergency shelters, transitional housing, affordable homebuyer/homeowner projects, and construction of accessory dwelling units. The SGVRHT is eligible to apply for between \$1,000,000 and \$5,000,000, provided the SGVRHT has sufficient matching funds equal to or exceeding the requested amount.

An eligible source of matching funds is land value, and in April 2023, the SGVRHT purchased a site in the City of San Gabriel located at 405 S. Del Mar Avenue. The appraised value of this site is \$4.54 million. SGVRHT purchased the property for \$4.105 million. This allows the SGVRHT to apply for \$4.015 million (the lesser of the appraised value and the purchase price) in LHTF funds which, if awarded, will serve as a construction to permanent financing loan for the affordable housing project proposed for this site. Another eligible source of matching funds is private contributions made to the SGVRHT. The Cesar Chavez Foundation (CCF) has provided a legally binding commitment to provide \$500,000 in matching funds to the SGVRHT, enabling the SGVRHT to apply for \$500,000 in matching funds which, if awarded, will support The Boulevard, an eligible CCF project.

DISCUSSION

In the past LHTF applications, the SGVRHT has identified the projects to be funded based on the funding criteria which include that 30% of the units must be available at 30% AMI and the City must have an approved Housing Element prior to the LHTF application date. Since the SGVRHT is proposing land value as this year's LHTF match, an additional funding criteria includes that the matching funds must be invested into the same project as the land. Related has proposed a 60-unit affordable housing project for families at 405 S. Del Mar Avenue.

REPORT

The affordability levels of both projects allow the SGVRHT to meet the LHTF program requirement that at least 30% of all program funds are expended on extremely low-income households. The Cities of Montebello and San Gabriel have approved Housing Elements, so the SGVRHT is eligible to receive funding for projects in the Cities. Staff recommends inclusion of 405 S. Del Mar (San Gabriel) and The Boulevard (Montebello) in the 2023 LHTF application.

The SGVRHT must provide matching funds for all funding requested through the LHTF Grant Program. Including an allowable 5% in administrative funding, the SGVRHT is requesting \$4,847,368 in LHTF funds, to be matched with land/funds already secured by the SGVRHT.

Project/Use	SGVRHT Matching Funds	LHTF Funding Request	Total Funds
405 S. Del Mar Ave.	4,105,000	4,105,000	8,210,000
The Blvd.	500,000	500,000	1,000,000
Trust Admin (5%)	242,368	242,368	484,736
TOTAL	4,847,368	4,847,368	9,694,737

NEXT STEPS

Staff recommends the approval of the attached resolution to authorize funding for the eligible project to meet the May 17, 2023 deadline. With the Board's approval of this resolution, the Executive Director and SGVRHT staff would be able to perform all tasks necessary or advisable to effectuate the Resolution, including to adjust the application as necessary in response to changing circumstances to maintain compliance with LHTF Program requirements. The SGVRHT was successful in securing LHTF awards in 2020, 2021, and 2022, and is poised to perform well this year based on the LHTF scoring criteria released by HCD. Staff will provide an update as initial and final scores are announced.

Harris and Associates will continue to review the projects as they evolve to ensure that the projects satisfy SGVRHT's loan guidelines and underwriting standards, in accordance with the LHTF Program requirements.

Prepared by: Brielle Acevedo
Brielle Acevedo
Regional Housing Trust Manager

Approved by: Marisa Creter
Marisa Creter
Executive Director

ATTACHMENTS

Attachment A – Resolution 23-07 Local Housing Trust Fund Application

AUTHORIZING RESOLUTION

_____ of the _____
of _____ (“Applicant”) hereby
consents to, adopts and ratifies the following resolution:

- A. WHEREAS, the Department is authorized to provide up to \$57 million under the Local Housing Trust Fund (“LHTF”) Program from the Veterans and Affordable Housing Bond Act of 2018 (Proposition 1) (as described in Health and Safety Code section 50842.2 et seq. (Chapter 365, Statutes of 2017 (SB 3)) (“Program”).
- B. WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated 4/5/2022 under the LHTF Program;
- C. WHEREAS Applicant is an eligible Local or Regional Housing Trust Fund applying to the Program to administer one or more eligible activities using Program Funds.
- D. WHEREAS the Department may approve funding allocations for the LHTF Program, subject to the terms and conditions of H&S Code Section 50842.2, the LHTF Program Guidelines, NOFA, Program requirements, the Standard Agreement and other related contracts between the Department and LHTF award recipients;

NOW THEREFORE BE IT RESOLVED THAT:

- 1. If Applicant receives an award of LHTF funds from the Department pursuant to the above referenced LHTF NOFA, it represents and certifies that it will use all such funds on Eligible Projects in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including, without limitation, all rules and laws regarding the LHTF Program, as well as any and all contracts Applicant may have with the Department (“Eligible Project”).

2. NOW, THEREFORE, IT IS RESOLVED: That the _____ is hereby authorized to act as the _____ in connection with the Department's funds to Eligible Projects pursuant to the above described Notice of Funding Availability in an amount not to exceed \$ _____ (the "LHTF Award"). NOTE: Dollar amount must include amount used for administrative costs, pursuant to Section 105(b) of the Guidelines.
3. Applicant hereby agrees to match on a dollar for dollar basis the LHTF Award pursuant to Guidelines Section 104. Applicant hereby agrees to utilize matching finds on a dollar-for-dollar basis for the same Eligible Project for which Program Funds are used, as required by HSC Section 50843.5(c).

INSTRUCTION: Provide a short summary on how you commit to use the Program Funds and Matching Funds. The summary, which shall be labeled *Attachment 1* shall include: (1) identification of the percent of the total funds requested that will be used for each activity/project, including Area Median Income (AMI) level; and (2) a list of the jurisdictions where the activities/projects will be delivered, in the case of any HTF that serves more than one jurisdiction. *Attachment 1* **MUST** be incorporated into your Resolution as an attachment before it is adopted.
4. Pursuant to Attachment 1 and the Applicant's certification in this resolution, the LHTF funds will be expended only for Eligible Projects and consistent with all program requirements.
5. Nonprofit Housing Trust Funds and Native American Tribe Housing Trust Funds agree to use Program Funds only for Eligible Projects located in cities and counties that submitted an adopted Housing Element that was found by the Department to be in compliance and that have submitted their Housing Element Annual Progress Report (APR) for the current year or prior year by the application due date.
6. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, H&S Section 50842.2 and LHTF Program Guidelines
7. _____ is/are authorized to execute the LHTF Program Application, the LHTF Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the LHTF Award to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of
the _____ this
_____ day of _____, _____ by the following vote:

AYES: _____ ABSTENTIONS: _____ NOES: _____ ABSENT: _____

Approving Officer: _____

Signature of Approving Officer

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of _____ does hereby attest and certify that the
_____ Resolution is a true, full and correct copy of a resolution duly adopted at a
meeting of the _____, which
was duly convened and held on the date stated thereon, and that said document has not been
amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as
of the date hereof.

ATTEST: _____

Signature of Attesting Officer

REPORT

DATE: May 11, 2023
TO: Board of Directors
FROM: Marisa Creter, Executive Director
RE: **Federal Earmark Funding Allocation**

RECOMMENDED ACTION

Adopt Resolution 23-08 authorizing the Executive Director to execute commitment letters to: 1.) The Boulevard in Montebello- \$2,500,000 2.) Baldwin Park Apartments in Baldwin Park- \$1,500,000.

BACKGROUND

In March 2023, the SGVRHT received \$4 million in Community Project Funding (CPF) from the Department of Housing and Urban Development (HUD), sponsored by Congresswoman Judy Chu. The SGVRHT initial application for this funding source noted it would be utilized for funding awards to projects on the San Gabriel Valley Project Pipeline. The next steps to utilize this funding include further refining the project to identify a project or projects for funding and submit a project narrative and budget.

The CPF funds require projects to undergo National Environmental Policy Act (NEPA) clearance. CPF projects will also have Federal audit requirements. To access these funds and ensure they are allocated to eligible projects, staff recommends allocating the funds to two Pipeline projects that have Federal funding sources and are already complying with Federal funding requirements: 1.) The Boulevard- \$2,500,000 and 2.) Baldwin Park Apartments- \$1,500,000. The Federal funds will replace the State Earmark funds to those projects.

DISCUSSION

Staff reached out to the recently awarded pipeline projects to receive a status update and determine which projects had Federal funding sources and were able to swap State funds for Federal funds. Given the recent project closings, only two projects were potentially eligible. Both projects have Federal sources: Baldwin Park Apartments has project-based vouchers and The Boulevard has HOME funds. Cesar Chavez Foundation is the developer for both projects and has confirmed they are agreeable to swapping State funds for Federal funds.

Project	State Earmark (original)	State Earmark (amended)	Federal Earmark (proposed)
The Boulevard	\$2,500,000	-	\$2,500,000

REPORT

Baldwin Park Apartments	\$2,500,000	\$1,000,000	\$1,500,000
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The \$4 million in CPF funds would replace the \$4M in State Budget Earmark funds previously allocated to these projects. Therefore, \$4M in State Budget Earmark funds would be available to support other SGVRHT projects. If approved, staff anticipates presenting recommendations for the State Budget Earmark funding in July.

NEXT STEPS

The SGVRHT must submit the required Federal forms including a narrative of the identified project and project budget (project proforma). If the allocations to the Boulevard and Baldwin Park Apartments are approved by the Board, the SGVRHT will issue an updated letter of commitment to both projects to update the funding source and will continue to work towards construction closing. Staff will also present recommendations for the State funding at the next board meeting.

Prepared by: *Brielle Acevedo*
Brielle Acevedo
Regional Housing Trust Manager

Approved by: *Marisa Creter*
Marisa Creter
Executive Director

ATTACHMENTS

Attachment A– Resolution 23-08 Authorizing the Executive Director to execute a 1.) \$2,500,000 funding commitment to The Boulevard, and 2.) \$1,500,000 funding commitment to Baldwin Park Apartments

RESOLUTION NO. 23-08

RESOLUTION OF THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST (SGVRHT) AUTHORIZING EXECUTIVE DIRECTOR TO ISSUE LETTERS OF COMMITMENT FOR RECOMMENDED PROJECTS

WHEREAS, the San Gabriel Valley Regional Housing Trust received \$4 million in Federal funding through the Community Project Funding (CPF) allocation through the Department of Housing and Community Development; and

WHEREAS, the CPF funds require the SGVRHT to identify and develop and project narrative and project budget; and

WHEREAS, the SGVRHT Board prioritizes projects that are ready to proceed and meet the requirements of the available funding source; and

WHEREAS, funding awards for the recommended projects would be designated with a Letter of Commitment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors authorizes the Executive Director to issue a Letter of Commitment to the following projects:

- \$2,500,000 to The Boulevard in the City of Montebello
- \$1,500,000 to Baldwin Park Apartments in the City of Baldwin Park

PASSED AND ADOPTED by the Board of Directors of the San Gabriel Valley Regional Housing Trust, in the County of Los Angeles, State of California, on the 11th day of May 2023.

San Gabriel Valley Regional Housing Trust

Jed Leano, Chair

Attest:

I, Marisa Creter, Executive Director and Secretary of the Board of Directors of the San Gabriel Valley Regional Housing Trust, do hereby certify that Resolution 23-08 was adopted at a regular meeting of the Board of Directors held on the 11th day of May 2023, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	

Marisa Creter, Secretary