



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

WEDNESDAY, SEPTEMBER 8, 2021 – 8:30 A.M.

Teleconference Meeting

Zoom Link: <https://us06web.zoom.us/j/88264109386>

Livestream Available at: <https://youtu.be/INQ2FeW0444>

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 Board of Directors agenda packet is available at the San Gabriel Valley Regional Housing Trust (SGVRHT) Office, 1000 South Fremont Avenue, Suite 10210, Alhambra, CA, and on the website, www.sgvrht.org. Copies are available via email upon request (bacevedo@sgvrht.org). Documents distributed to a majority of the Board after the posting will be available for review in the SGVCOG office and on the SGVRHT website. Your attendance at this public meeting may result in the recording of your voice.

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.

TO ADDRESS THE GOVERNING BOARD: At a regular meeting, the public may comment on any matter within the jurisdiction of the Board of Directors 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 wishing to speak are asked to complete a comment card or simply rise to be recognized when the Chair asks for public comments to speak. We ask that members of the public state their name for the record and keep their remarks brief. There is a three-minute limit on all public comments. Proxies are not permitted, and individuals may not cede their comment time to other members of the public. **The Board of Directors may not discuss or vote on items not on the agenda.**

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.

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.

SGVRHT Officers

Chair
Jed Leano

Vice-Chair
Becky Shevlin

**Jurisdictional
Representatives**
Northeast Representative
Gary Boyer, Glendora

Northwest Representative
Becky Shevlin, Monrovia

Central Representative
Maria Morales, El Monte
(Delegate)
Emmanuel Estrada,
Baldwin Park (Alternate)

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



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.



MEETING MODIFICATIONS DUE TO THE STATE AND LOCAL STATE OF EMERGENCY RESULTING FROM THE THREAT OF COVID-19: On March 17, 2020, Governor Gavin Newsom issued Executive Order N-29-20 authorizing a local legislative body to hold public meetings via teleconferencing and allows for members of the public to observe and address the meeting telephonically or electronically to promote social distancing due to the state and local State of Emergency resulting from the threat of the Novel Coronavirus (COVID-19).

To follow the new Order issued by the Governor and ensure the safety of Board Members and staff for the purpose of limiting the risk of COVID-19, in-person public participation at the San Gabriel Valley Regional Housing Trust Board of Directors meeting scheduled for September 8, 2021 at 8:30 AM will not be allowed. To allow for public participation, the Executive Committee will conduct its meeting through Zoom Video Communications. To participate in the meeting, download Zoom on any phone or computer device and copy and paste the following link into your browser to access the live meeting: <https://us06web.zoom.us/j/88264109386>. You may also access the meeting via the livestream link on the front of the agenda page.

Submission of Public Comments: For those wishing to make public comments on agenda and non-agenda items you may submit comments via email or by phone.

- Email: Please submit via email your public comment to Brielle Acevedo at bacevedo@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 part of the recorded meeting minutes but will not be read aloud. A copy of all public comments will be forwarded to the Committee.
- Zoom: Through Zoom, you may speak by using the web interface “Raise Hand” feature. Wait to be called upon by staff, and then you may provide verbal comments for up to 3 minutes. Public comment is taken at the beginning of the meeting for items not on the agenda. Public comment is also accepted at the beginning of each agenda item.

Any member of the public requiring a reasonable accommodation to participate in this meeting should contact Brielle Acevedo at least 48 hours prior to the meeting at (626) 209-9238 or at bacevedo@sgvrht.org.

PRELIMINARY BUSINESS

5 MINUTES

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

CONSENT CALENDAR

5 MINUTES

6. Board of Directors Minutes- June 2, 2021 Meeting- Page 1
7. Board of Directors Minutes- June 28, 2021 Meeting- Page 3
8. Tiny Home Pilot Program Budget Update- Page 5
Recommended Action: Adopt Resolution 21-17 increasing the Tiny Home Bridge Housing Pilot Program Capital Budget to \$1,135,000
9. SGVRHT Staffing Agreement Amendment-Page 11
Recommended Action: Authorize Executive Director to execute Staffing Agreement Amendment
10. San Gabriel Valley Project Pipeline Update- Page 18
Recommended Action: Adopt Resolution 21-18 updating the San Gabriel Valley Project Pipeline
11. Establish Donation Account at Citizen's Business Bank- Page 24
Recommended Action: Adopt Resolution 21-19 authorizing the establishment of a financial account at Citizen's Business Bank for donations to the SGVRHT and authorizing official signatures
12. Tiny Home Services Contract- Page 27
Recommended Action: Authorize Executive Director to negotiate and execute Tiny Home Services Contract

ACTION ITEMS

20 MINUTES

13. State Earmark Funding Priorities- Page 55
Recommended Action: Adopt Resolution 21-20 adopting State Earmark Priorities

GENERAL COUNSEL'S REPORT
EXECUTIVE DIRECTOR'S REPORT
CHAIR'S REPORT
ADJOURN

5 MINUTES
5 MINUTES
5 MINUTES

SGVRHT Board of Directors Unapproved Minutes

Date: June 2, 2021
Time: 10:30 AM
Location: Zoom Virtual Meeting

PRELIMINARY BUSINESS

1. Call to Order
Chair Leano called the meeting to order at 10:31 AM.
2. Pledge of Allegiance
3. Roll Call

A quorum was in attendance.

Members Present

Margaret Finlay, City of Duarte

Patty Cortez, City of Covina

Jed Leano, Housing/Homeless Expert

Benita DeFrank, Housing/ Homeless Expert

Becky Shevlin, City of Monrovia

Gary Boyer, City of Glendora

Carol Averell, City of Baldwin Park

Staff

M. Creter, Executive Director, SGVRHT

C. Sims, SGVCOG

D. DeBerry, General Counsel, SGVRHT

B. Acevedo, SGVRHT

Members Absent

Maria Morales, City of El Monte

Adele Andrade-Stadler, City of Alhambra

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

CONSENT CALENDAR

6. Board of Directors Minutes- April 7, 2021 Meeting
Recommended Action: Adopt Board of Directors minutes for the April 7, 2021 meeting.
7. Board of Directors Minutes- May 17, 2021, 2021 Meeting
Recommended Action: Adopt Board of Directors minutes for the May 17, 2021 meeting.
8. San Gabriel Valley Project Pipeline
Recommended Action: Adopt Resolution 21-12 updating the SGVRHT project pipeline.
9. Reprogram Funds to Emergency Shelter Pilot project
Recommended Action: Adopt Resolution 21-13 to increase Emergency Shelter Pilot Program Budget to include \$150,000 in operational funds.

There was a motion to approve items 6, 7, 8, and 9 on the consent calendar. (M/S: Shevlin/Finlay).

[Motion Passed]

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

ACTION ITEMS

10. Strategic Planning Priorities

Recommended Action: Adopt Resolution 21-14 adopting 8 strategic priorities and authorize staff to develop an implementation plan and initiate work on near-term priorities

There was a motion to approve Resolution adopting 8 strategic prioritizing and authorizing staff to develop an implementation plan and initiate work on near-term priorities. (M/S: Shevlin/Finlay).

[Motion Passed]

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

UPDATE ITEMS

There were no update items.

GENERAL COUNSEL'S REPORT

There was no General Counsel Report

EXECUTIVE DIRECTOR'S REPORT

There was no Executive Director Report

ADJOURN

Chair Leano adjourned the meeting at 11:19 AM.

SGVRHT Board of Directors Unapproved Minutes

Date: June 2, 2021
Time: 10:00 AM
Location: Zoom Virtual Meeting

PRELIMINARY BUSINESS

- 1. Call to Order
Chair Leano called the meeting to order at 10:01 AM.

- 2. Roll Call
A quorum was in attendance.

Members Present

Margaret Finlay, City of Duarte
Patty Cortez, City of Covina
Jed Leano, Housing/Homeless Expert
Benita DeFrank, Housing/ Homeless Expert
Becky Shevlin, City of Monrovia
Carol Averell, City of Baldwin Park
Maria Morales, City of El Monte
Adele Andrade-Stadler, City of Alhambra

Members Absent

Gary Boyer, City of Glendora

Staff

M. Creter, Executive Director, SGVRHT
B. Acevedo, SGVRHT

Consultants

Dima Galkin, Harris & Associates

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

ACTION ITEMS

- 5. Local Housing Trust Fund Application
Recommended Actions: (1) Adopt Resolution 21-15 authorizing submittal of the SGVRHT LHTF Application and (2) Adopt Resolution 21-16 authorizing the Executive Director to issue Letters of Intent pending award of State Funds

There was a motion to approve Resolution 21-15 authorizing submittal of the SGVRHT LHTF Application and Resolution 21-16 authorizing the Executive Director to issue Letters of Intent pending award of State Funds. strategic prioritizing and authorizing staff to develop an implementation plan and initiate work on near-term priorities. (M/S: Finlay/Andrade-Stalder).

[Motion Passed]

AYES:	Andrade-Stalder, Averell, Cortez, DeFrank, Finlay,
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	Leano, Morales, Shevlin
NOES:	
ABSTAIN:	
ABSENT:	Boyer

UPDATE ITEMS

There were no update items.

GENERAL COUNSEL’S REPORT

There was no General Counsel Report

EXECUTIVE DIRECTOR’S REPORT

Marisa Creter provided an update on SGVRHT presentations to member and non-member City Councils and shared the schedule for upcoming presentations. Marisa also shared the positive response to the public engagement events for the proposed Baldwin Park tiny home site and that City Council would vote on the project on July 7th.

CHAIR’S REPORT

Chair Leano shared that the completed SGVRHT presentations had been positively received and represented an opportunity to build partnerships. Chair Leano also shared a goal to fund projects outside of the Local Housing Trust Fund (LHTF) program if additional funding became available.

ADJOURN

Chair Leano adjourned the meeting at 10:22 AM.

REPORT

DATE: September 8, 2021

TO: Board of Directors

FROM: Marisa Creter, Executive Director

RE: **TINY HOME BRIDGE HOUSING PILOT PROGRAM CAPITAL BUDGET INCREASE**

RECOMMENDED ACTIONS

Adopt Resolution 21-17 increasing the Tiny Home Bridge Housing Pilot Program Capital Budget to \$1,135,000.

BACKGROUND

At its February 3, 2021 meeting, the San Gabriel Valley Regional Housing Trust (SGVRHT) Board of Directors adopted a capital budget of \$835,000 for the tiny home bridge housing pilot program (Program). The Program provides capital funding and technical support to member cities to develop bridge housing sites utilizing tiny homes. The Program was originally anticipated to support 3 sites of 5-15 units for a total of 15-45 units. SGVRHT staff and SRK Architects, Inc., the advisory services consultant team, worked closely with participating cities to identify potential sites.

To best meet the needs of participating cities and leverage economies of scale for service provision, the number of units per site has increased to 25 units per site. The SGVRHT has executed an agreement with the City of Baldwin Park to develop a 25-unit tiny home site which will open in November and be operational for a one-year pilot period with the option to extend if mutually agreed upon. A second 25-unit site has been proposed in the City of Montebello and will be presented to City Council for a vote in October, bringing the anticipated pilot program unit count to 50 units.

In June, the SGVRHT Board allocated \$150,000 in Measure H funding for use as operational funding for the pilot program. Staff recommends reallocating these funds to the capital budget to account for the increased number of units per site, additional amenities including laundry, and the cost to connect the selected sites to utilities. The San Gabriel Valley Council of Governments (SGVCOG) Governing Board also allocated \$150,000 in Measure H to the Program which is also proposed for use as capital funding.

DISCUSSION

Capital Budget

The Program capital budget includes the cost of the tiny home units, the restroom/shower/laundry trailers, case management office and security booth, site

preparation and utility connections, and technical assistance from SRK Architects, Inc. As specific site needs have been identified and actual costs for several site components have been determined, the following budget changes have been identified:

- Number of tiny homes per site has increased from 15 to 25
- An additional tiny home will serve as the security booth for 24/7 site security staff
- On-site laundry¹ (stackable washer/dryers) has been added to the restroom/shower trailers
- Fence height and opacity has been increased for the benefit of participants and neighbors
- Asphalt paint has been added to site preparation expenses to keep the sites cool
- The sites do not have existing utility hookups and require temporary power poles and connection to water/sewer

Staff recommends allocating \$150,000 in Measure H from SGVCOG and reallocating \$150,000 in SGVRHT Measure H funds from the operational budget to the capital budget to accommodate the changes noted above. This will increase the overall capital budget by \$300,000 from \$835,000 to \$1,135,000. Given the increased site sizes, the cost per unit² is still comparable to the original budget. These funds need to be expended by December 31, 2021 and the SGVRHT has access to alternative sources to cover operational expenses that are not subject to this deadline.

Pilot Program Budget*			
	June 2021	Proposed update	Budget change
Shelters, office/ case management unit, restroom/shower/laundry trailers	\$550,000	\$715,000	\$165,000
Site preparation, fencing, and utility installation	\$120,000	\$320,000	\$200,000
Construction Management & Contingency	\$165,000	\$100,000	(\$65,000)
Operations funds	\$150,000	-	(\$150,000)
SGVCOG funds		\$150,000	\$150,000
TOTAL	\$985,000	\$1,135,000	\$150,000

*Actual distribution of funds across categories may differ based on the final invoices.

Operational Budget

The SGVRHT outreached to Los Angeles County and other homeless service funding agencies to pursue operational funding opportunities. At this time operational funding

¹ Laundry was originally considered an offsite service and operational cost.

² The original budget presented 37 units for \$835,000 or \$22,568/unit. The updated budget proposes 50 units for \$1,135,000 or \$22,700/unit.

opportunities from outside agencies have not been identified. With the award of State Earmark funds, the SGVRHT is able to support operational expenses for the sites during the Program period and will continue to pursue leveraging of existing resources and additional funding.

NEXT STEPS

Baldwin Park

SGVRHT staff is working with staff from the City of Baldwin Park to develop the site including connecting the site to utilities, securing the site with fencing, and installing the tiny home units and ancillary structures. Volunteers of America Los Angeles (VOALA) has been selected as the service provider for the Baldwin Park site and is developing an Operations and Services Plan (Plan) for the site. VOALA will operate the site in accordance with the Plan.

Montebello

The City of Montebello held its first community engagement meeting on August 18th at the proposed site located at 2000 Flotilla St. Montebello, CA 90640. The next community engagement meeting is September 11th at the proposed site and City Council will vote on the project on October 13th.

Prepared by: *Brielle Acevedo*
Brielle Acevedo
Principal Management Analyst

Approved by: *Marisa Creter*
Marisa Creter
Executive Director

ATTACHMENTS

Attachment A – Resolution 21-17 increasing the Tiny Home Bridge Housing Pilot Program Capital Budget to \$1,135,000.

RESOLUTION NO. 21-17

RESOLUTION OF THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST (SGVRHT) APPROVING AN INCREASE TO BRIDGE HOUSING PILOT PROGRAM CAPITAL BUDGET

WHEREAS, on February 3, 2021, the San Gabriel Valley Regional Housing Trust (SGVRHT) Board adopted a not-to-exceed budget of \$835,000 for the tiny home bridge housing pilot program (Program); and

WHEREAS, on June 2, 2021 the SGVRHT allocated \$150,000 in Measure H funds to the Program operating budget; and

WHEREAS, the San Gabriel Valley Council of Governments (SGVCOG) allocated \$150,000 in Measure H to the Program; and

WHEREAS, the Measure H funds must be expended by December 31, 2021; and

WHEREAS, the SGVRHT has additional funding available to cover operational expenses; and

WHEREAS, the SGVRHT has increased the number of units per site and included additional amenities and site preparation to meet the needs of participating cities; and

WHEREAS, the SGVRHT would like to reallocate the \$150,000 in SGVRHT Measure H funds and \$150,000 in SGVCOG Measure H funds to the Program capital budget.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the SGVRHT approves an increase of \$300,000 to the Program budget for use as capital funds incorporated herein as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of SGVRHT held, on the 8th day of September, 2021.

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 21-17 was adopted at a regular meeting of the Board of Directors held on the 8th day of September 2021, by the following roll call vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	

Marisa Creter, Secretary

Exhibit A

Pilot Program Budget	
Shelters, office/ case management unit, restroom trailers	\$715,000
Site preparation, fencing, and utility installation	\$320,000
Construction Management & Contingency	\$100,000
TOTAL	\$1,135,000

REPORT

DATE: September 8, 2021

TO: Board of Directors

FROM: Marisa Creter, Executive Director

RE: **AMENDMENT TO AGREEMENT FOR CONTRACT FOR STAFFING**

RECOMMENDED ACTIONS

Authorize Executive Director to execute Amendment 1 to 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 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. Services included in the Agreement include:

- Dedicated full time employee (FTE) to oversee SGVRHT 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
- .10 FTE Executive Director
- Legal Services
- Audit Services

The Agreement has a 3-year term with the following annual costs (paid quarterly):

- FY 2020-2021: \$318,000
- FY 2021-2022: \$250,000 + Grant/Funding Administrative Fees
- FY 2022-2023: \$250,000 + Grant/Funding Administrative Fees

The Joint Powers Agreement which formed the SGVRHT, allowed member cities to offset their first-year annual dues by allocating Measure H funds to the SGVRHT. This resulted in an increase in operational funding available to the SGVRHT in its first year of operations. The change in annual costs between FY 2020-2021 and following years was intended to ensure the SGVRHT had sufficient funds to cover operational expenses in future years.

DISCUSSION

With the increased number of member cities, now 22, the SGVRHT has sufficient operational income to cover the Agreement annual cost with annual administrative fees.

REPORT

The SGVRHT anticipates Grant/Funding Administrative Fees from the Local Housing Trust Fund (LHTF) program. The current Agreement transfers these funds to the SGVCOG. With the proposed amendment to the Agreement, the SGVRHT would retain these funds to pay its operational invoices directly.

Recommended Agreement Updates:

- \$320,000 Annual fee (SGVRHT maintains Grant/Funding Administrative Fees)
- SGVRHT pays directly for legal expenses
- SGVRHT pays directly for audit expenses


With the increased programs and funding opportunities, the SGVRHT would benefit from additional dedicated staffing.

Recommended Staffing Updates:

- .15 FTE Executive Director (.05 increase)
- .25 Management Aide

Additionally, the revised budget would allow for additional hours for the Government Affairs and Community Outreach staff which are necessary to coordinate funding requests from State and Federal sources, and coordination of community outreach events to support foster community support for projects.

If the amendment is approved, the updated quarterly payment of \$80,000 would be in effect for the first FY 2021-22 quarterly payment due September 30, 2021.

Prepared by: 
Brielle Acevedo
Principal Management Analyst

Approved by: 
Marisa Creter
Executive Director

ATTACHMENTS

Attachment A – Amendment 1 to Agreement for Contract Staffing

AMENDMENT 1 TO AGREEMENT BETWEEN THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR CONTRACT STAFFING

This Amendment 1 (“Amendment 1”) to the Agreement 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) for Contract Staffing (the “Agreement”), is to be effective as of the date signed by both Parties below.

RECITALS

- A. Pursuant to the Agreement, the SGVCOG is providing staffing for activities related to the Trust’s operation and the Trust is compensating the SGVCOG for such staffing; and
- B. The Parties desire to amend the Agreement to modify the compensation paid by the Trust and the services provided by the SGVCOG.

NOW, THEREFORE, the Parties agree to the following:

I. REVISED SGVCOG SERVICES.

The Scope of Services set forth in Exhibit “A” to the Agreement is rescinded and replaced its entirety with the Scope of Services attached to this Amendment 1 as Exhibit “A”, which is incorporated herein by this reference.

II. COMPENSATION.

The total not to exceed compensation set forth in Section III of the Agreement was the sum of Three Hundred Twenty-Eight Thousand Dollars (\$328,000). Section III of the Agreement is amended to provide for a total not to exceed amount of Three Hundred Twenty Thousand Dollars (\$320,000) for fiscal year 2021-22 (June 30 – July 1).

III. INTEGRATION.

This Amendment 1 and all attachments hereto, integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This Amendment 1 amends, as set forth herein, the Agreement and except as specifically amended hereby, the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Amendment 1 and the terms and provisions of the Agreement, the terms and provisions of this Amendment 1 shall control.

(Signatures Continued on Following Page)

FOR THE SAN GABRIEL VALLEY
REGIONAL HOUSING TRUST

By: _____
JED LEANO
CHAIR, BOARD OF DIRECTORS

Dated: _____, 2021

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: _____
Marisa Creter
Executive Director

Dated: _____, 2021

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
- 0.15 FTE Upper Management
- 0.25 Management Analyst

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).

Other

Under the Agreement, SGVCOG provided legal and auditing services. Those services will be provided to the SGVRHT by way of direct contracts between SGVRHT and the service providers.

EXHIBIT B

FY 2021-22 Annual Cost

	Cost
Personnel	
1.0 FTE Principal Management Analyst (PMA)	\$140,000
0.15 FTE (Upper Management)	\$37,000
0.25 Management Analyst	\$18,000
Subtotal	\$195,000
Administrative & Fiscal Sponsor Costs	
Office Space / Utilities / Equipment	\$24,000
Finance / Administrative Support	\$101,000
Subtotal	\$125,000
TOTAL	\$320,000

The annual cost will increase by an amount equal to the U.S. Bureau of Labor Statistics consumer price index for the Los Angeles-Long Beach-Anaheim area for the preceding 12-month period or by 5%, whichever is less.

Payment Schedule

The SGVRHT will remit 4 equal payments to the SGVCOG at the end of each quarter, by the following dates each year: September 30, December 31, March 31, and June 30. In Year 1, the quarterly payment is \$80,000.

REPORT

DATE: September 8, 2021

TO: Board of Directors

FROM: Marisa Creter, Executive Director

RE: **SAN GABRIEL VALLEY PROJECT PIPELINE UPDATE**

RECOMMENDED ACTION

Adopt Resolution 21-18 approving the updated San Gabriel Valley Project Pipeline

BACKGROUND

At its June 3, 2020, meeting the SGVRHT Board of Directors Authorized approved an initial project pipeline. At that time, staff acknowledged that the project pipeline was an evolving document that would continue to be updated as new projects were presented to the SGVRHT.

The SGVRHT accepts applications on an ongoing basis. The application is posted on the SGVRHT website (www.sgvrht.org) and is distributed to cities and interested parties as requested. The pipeline was last updated at the June 2, 2021 meeting with the applications received.

DISCUSSION

The SGVRHT has received notice that two projects located in the City of Baldwin Park are not proceeding and will be removed from the San Gabriel Valley Project Pipeline through the adoption of the attached resolution. The City of Baldwin Park has added the below project to the pipeline:

City	# of units	Project Name	Project Description	Funding Gap/Request
Baldwin Park	53	14617 Ramona Blvd.	Affordable housing for families	\$500,000

The project pipeline will continue to be updated as additional applications are received. The project pipeline allows the SGVRHT to establish an initial list of projects to be used in funding applications and demonstrates the need for affordable housing in the San Gabriel Valley to support fundraising and marketing efforts.

Prepared by: 
Brielle Acevedo
Principal Management Analyst

Approved by: Marisa Creter
Marisa Creter
Executive Director

ATTACHMENTS

Attachment A – Resolution 21-18 San Gabriel Valley Project Pipeline

RESOLUTION NO. 21-18

**RESOLUTION OF THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST
(SGVRHT) ADOPTING SAN GABRIEL VALLEY PROJECT PIPELINE**

WHEREAS, on June 3, 2020, the San Gabriel Valley Regional Housing Trust (SGVRHT) Board adopted an initial San Gabriel Valley Project Pipeline; and

WHEREAS, the Board directed staff to solicit additional projects from cities for the San Gabriel Valley Project Pipeline; and

WHEREAS, an additional project has since submitted an application for funding to the SGVRHT; and

WHEREAS, the additional project has been added to the San Gabriel Valley Project Pipeline; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the SGVRHT adopts the San Gabriel Valley Project Pipeline, attached hereto and incorporated herein as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of SGVRHT held, on the 8th day of September, 2021.

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 21-18 was adopted at a regular meeting of the Board of Directors held on the 8th day of September 2021, by the following roll call vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	

Marisa Creter, Secretary

Exhibit A

San Gabriel Valley Project Pipeline				
City	# of units	Project Name	Project Description	Funding Gap/Request
Alhambra	44	Chapel	low and extremely low-income housing	\$4,200,000
Arcadia	9	Lucile St.	County owned parcel entitled for affordable housing	\$1,800,000
Baldwin Park	55	Metro Central Place	affordable housing	\$1,500,000
Baldwin Park	53	14617 Ramona Blvd.	Affordable housing for families	\$500,000
Claremont	21	Harrison Avenue	affordable housing	\$2,380,000
Covina		Covina Navigation Center	52 beds of temporary housing with on-site services	\$3,000,000
Duarte	60	Gold Line	60-70 units of affordable housing adjacent to the Duarte Gold Line station	\$7,000,000
Duarte	100	Duarte Park Apartments	100 units of senior housing at risk of expiring affordability covenant in 2022	\$3,000,000
El Monte	38	11730 Ramona Blvd.	Affordable housing for low-income seniors	\$2,000,000
El Monte	150	Back Home Initiative	Initiative to build 150 accessory dwelling units at no cost to qualified homeowners with a 10-year affordable covenant	\$3,000,000
Monrovia	66	St. Luke's	66 units of affordable senior housing with a set aside of 33 units as permanent supportive housing	\$1,500,000
Pomona	75	Prisma Artist Loft	67 units of affordable housing for artists and families; 8 units of permanent supportive housing	\$2,500,000
South El Monte			Rehabilitation project to provide transitional housing units for homeless families	\$4,000,000
South Pasadena			Purchase and rehabilitation of excess Caltrans properties to preserve for affordable housing	\$14,000,000

Attachment A

Awarded Projects				
Claremont	15	Baseline Rd.	affordable housing for low-income and homeless seniors	\$500,000
Pomona	56	West Mission	56 units of affordable housing, including housing for families, homeless veterans, and homeless households.	\$1,350,000
Alhambra	50	Mariposa	low and extremely low-income housing	\$1,000,000
Pomona	125	East Holt	affordable housing for low and very low-income families	\$1,000,000

REPORT

DATE: September 8, 2021

TO: Board of Directors

FROM: Marisa Creter, Executive Director

RE: **ESTABLISH DONATION ACCOUNT AT CITIZENS BUSINESS BANK**

RECOMMENDED ACTION

Adopt Resolution 21-19 authorizing the establishment of a financial account at Citizen's Business Bank for donations to the SGVRHT and authorizing official signatures.

BACKGROUND

In June 2020, the San Gabriel Valley Regional Housing Trust (SGVRHT) Board authorized the establishment of financial accounts for the sake keeping of property and authorizing official signatures. Subsequently, accounts were opened at Citizen's Business Bank for the SGVRHT's capital and operational funds. The SGVRHT seeks to open an account to receive donations for the tiny home bridge housing pilot program. A resolution dated within 1 year is required to open a new account at Citizen's Business Bank.

It is recommended the Board adopt Resolution 21-19 to authorize the establishment of donation account and authorize the Executive Director, Chief Financial Officer, and officers of the board to provide official signatures.

The Resolution also establishes the following requirements for check signatures:

- 1 signature required for expenditures of less than \$5,000
- 2 signatures required for expenditures of more than \$5,000

Prepared by: *Brielle Acevedo*
Brielle Acevedo
Principal Management Analyst

Approved by: *Marisa Creter*
Marisa Creter
Executive Director

ATTACHMENTS

Attachment A – Resolution 21-19

RESOLUTION NO. 21-19

**RESOLUTION OF THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST
AUTHORIZING THE ESTABLISHMENT OF FINANCIAL ACCOUNTS FOR THE
SAFEKEEPING OF PROPERTY AND AUTHORIZING OFFICIAL SIGNATURES**

WHEREAS, the San Gabriel Valley Regional Housing Trust (SGVRHT) Board of Directors has established accounts at Citizen's Business Bank for the deposit and withdrawal and investment of money in accordance with the provisions of law ensures the safekeeping of property; and

WHEREAS, the SGVRHT seeks to open an additional account at Citizen's Business Bank for donations contributed to the SGVRHT.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors does hereby authorize SGVRHT officers: Chair Jed Leano, Vice-Chair Becky Shevlin, Executive Director Marisa Creter, and Finance Director Rey Alimoren, or their successors in office, to enter into an agreement in which form and with such terms and conditions as may be agreed upon, and any renewals thereof, with the commercial banking institution directed by the Board of Directors for the safekeeping of any property belonging to the SGVRHT which may now be in the possession of, or which may hereafter be deposited with said bank for safekeeping and from time to time to designate the persons to act under such an agreement.

BE IT FURTHER RESOLVED that any one of the above-named officers are hereby authorized to execute all documents related to disbursements of up to \$5,000 for said SGVRHT and other documents required to be executed on behalf of the SGVRHT; and

BE IT FURTHER RESOLVED that any two of the above-named officers are hereby authorized to execute all documents related to disbursements of more than \$5,000 for said SGVRHT and other documents required to be executed on behalf of the SGVRHT; and

BE IT FURTHER RESOLVED that the Executive Director shall forward certified copies of this Resolution to the commercial banking institution handling Trust accounts.

This Resolution shall remain in full force and effect until said commercial banking institution is given written notice to the contrary at the office where said property is held for safekeeping.

PASSED AND ADOPTED by the Board of Directors of the San Gabriel Valley Regional Housing Trust, County of Los Angeles, in the County of Los Angeles, State of California, on the 8th day of September 2021.

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 21-19 was adopted at a regular meeting of the Governing Board held on the 8th day of September 2021, by the following roll call vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	

Marisa Creter, Secretary

DATE: September 8, 2021
TO: Board of Directors
FROM: Marisa Creter, Executive Director
RE: **TINY HOME SERVICES CONTRACT**

RECOMMENDED ACTIONS

Authorize Executive Director to negotiate and execute a contract with Volunteers of America Los Angeles to operate a bridge housing site in an amount not to exceed \$800,000 annually, for an initial period one year with two one-year options to extend.

BACKGROUND

In July 2020 the San Gabriel Valley Regional Housing Trust (SGVRHT) and City of Baldwin Park executed an agreement to develop and operate a tiny home bridge housing site (Site) for an initial one-year pilot period with the option to extend for two additional years. The SGVRHT is providing capital to develop the Site and operational funding for the first year of operation. The SGVRHT released a Request for Proposals (RFP) for site management and operation.

The RFP was organized as two phases, with the first phase to develop an Operations and Services Plan (Plan) for the Site and the second phase to operate the Site in accordance with the Plan. The RFP scoring criteria included ability to leverage existing homeless services, ability to staff the site, and cost. Three proposals were received, and Volunteers of America Los Angeles (VOALA) was selected by SGVRHT and City staff as the most responsive proposal.

DISCUSSION

VOALA is an experienced service provider in the San Gabriel Valley and has experience within the Baldwin Park community. VOALA will manage the Site and provide onsite case management and supportive services, security, and meals. VOALA staff will be onsite 24/7 to ensure participant and community safety. VOALA staff will facilitate three meals per day for participants and will monitor the onsite shower, restroom, and laundry facilities. VOALA will perform intake services to assign participants to units at the Site and will work with participants to create housing plans and connect them to permanent housing options.

The sample contract and RFP Scope of Work (SOW) can be found in Attachment A. The SOW will be further refined between SGVRHT and VOALA staff to meet the needs of the Site. The contract will not exceed \$800,000 annually with an initial one year term and two one-year options to extend.

NEXT STEPS

VOALA will develop the Operations and Services Plan by October 15, 2021. VOALA will then operate the site in accordance with the Plan.

Prepared by: Brielle Acevedo
Brielle Acevedo
Principal Management Analyst

Approved by: Marisa Creter
Marisa Creter
Executive Director

ATTACHMENTS

Attachment A – Sample Contract and RFP Scope of Work

SAN GABRIEL VALLEY REGIONAL HOUSING TRUST

APPENDIX "A"

SAMPLE SERVICES AGREEMENT FOR

SAN GABRIEL VALLEY

TINY HOME SITE OPERATOR

**PROFESSIONAL SERVICES AGREEMENT
SAN GABRIEL VALLEY REGIONAL HOUSING TRUST
AGREEMENT FOR CONSULTANT SERVICES
WITH
[CONSULTANT]**

This Agreement for Consultant Services (“Agreement”) is made and entered into this 1st day of July, 2021, by and between the San Gabriel Valley Regional Housing Trust (“SGVRHT”) and [CONSULTANT] (“Consultant”).

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Scope of Services.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the reasonable satisfaction of the SGVRHT, the services set forth in the attached Exhibit "A", which is incorporated herein by this reference. As a material inducement to the SGVRHT to enter into this Agreement, Consultant represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

Exhibit “A” describes the total Scope of Services that the SGVRHT anticipates it may assign to Consultant over the term of the Agreement. Individual Task Orders, each covering some portion of the total Scope of Services, will be issued to Consultant based on the adopted annual budget prior to Consultant performing work hereunder. Consultant is only authorized to undertake services as described in each individual Task Order. It is understood and agreed that the total Scope of Services is only an estimate and that the actual services ultimately required of Consultant through individual Task orders may be less than the Scope of Services. Further, it is understood and agreed that the SGVRHT makes no guarantee, either express or implied, as to the actual services that will be authorized under this Agreement.

The Executive Director, or SGVRHT Designee, (herein referred to as the “SGVRHT’s Project Manager”), shall be the person to whom the Consultant will report to for the performance of services hereunder. It is understood that Consultant shall coordinate its services hereunder with the SGVRHT’s Project Manager to the extent required by the SGVRHT’s Project Manager, and that all performances required hereunder by Consultant shall be performed to the satisfaction of the SGVRHT’s Project Manager and Executive Director.

2. Term of Agreement.

This Agreement shall take effect [START DATE], and shall continue until [END DATE] ("Term"), unless earlier terminated pursuant to the provisions herein. Should a Task Order be issued within this Term, but extend beyond the end date of this Agreement, the Parties shall amend this Agreement to extend the Term to the date of completion of all outstanding Task Orders. However, under no circumstances will a new Task Order be issued after [END DATE].

3. Compensation and Method of Payment.

(a) Consultant shall be paid for its services in accordance with the fees and hourly rates set forth in Exhibit "B," and subsequent Task Orders issued under this Agreement. Compensation under this Agreement and all Task Orders shall not exceed [WRITTEN DOLLAR AMOUNT] dollars and 00/100 (\$XX,XXX), unless modified by written amendment to this Agreement. Exhibit "B" identifies billing rates by specific labor categories. Consultant may add or delete labor categories from Exhibit "B" only by amendment to this Agreement.

(b) Unless otherwise specified in each Task Order, work ordered under this Agreement will be on a fixed fee (Fixed Fee) basis. Consultant shall be compensated based upon the milestone payment schedule in each Task Order. Task Orders issued under a Fixed Fee basis will include compensation for all work and deliverables, including travel, equipment and all project-related costs. For those Task Orders issued on an hourly basis, Consultant's invoices shall provide a detailed labor cost breakdown identifying hourly rates for each professional and administrative staff person, who performs work under the Task Order, including prime and subconsultants.

(c) The total not-to-exceed budget for all services associated with a specific Task Order shall be identified in said Task Order ("Task Order Budget"). For Fixed Fee Task Orders, the Task Order Budget shall be the total payment that Consultant is entitled to for that Task Order. For Task Orders issued on an hourly basis, notwithstanding a Task Order Budget, Consultant shall only incur such costs as are reasonable and necessary in performing the Task Order in a manner which is the best interests of the SGVRHT. If at any time Consultant estimates the cost of performing the services described in any Task Order Budget issued on an hourly basis will be exceeded, Consultant shall immediately notify the SGVRHT in writing, stating the estimated amount necessary to complete the services in the Task Order. SGVRHT has no obligation to pay any costs incurred by Consultant in excess of any Task Order Budget without the prior written consent of the SGVRHT.

(d) Unless otherwise specified in each Task Order, by the 15th of each month the Consultant shall furnish to SGVRHT an original invoice for all work performed and expenses incurred during the preceding month. SGVRHT shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in accordance with the fee schedule and rates contained in Exhibit "B" or as specified in the applicable Task Order. For Task Orders billed on an hourly basis, the invoice shall include the following columns: Project Task, Labor Category, Date, Detailed Comments of Worked Performed, Hourly Rate and Hours. If the Task Order is billed on a Fixed Fee basis, the invoice shall state the milestone completed and amount of compensation due for such completion. In the

event that no charges or expenses are disputed, the invoice shall be approved and paid according to this Section. In the event any charges or expenses are disputed by SGVRHT, SGVRHT shall withhold that portion of the invoice that is in dispute and remit the remainder.

(e) Except as to any disputed charges or expenses, SGVRHT will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice meeting the requirements herein.

(f) Consultant's hourly rates are not adjustable for the first two years of the Term of Agreement. After the first two years, the Consultant's hourly rates may have annual adjustments based on the amount the CPI for the Los Angeles-Long Beach-Anaheim metropolitan area for the month immediately preceding the start of the third year from the Term of Agreement ("Index Month") has increased over the CPI for the month one year prior to the Index Month as measured by the Bureau of Labor Statistics or three percent, whichever is less; provided that any such adjustment shall not effective until Consultant has submitted, and the SGVRHT has approved, Consultant's written request for an adjustment. Consultant may request such an adjustment annually beginning the third year.

4. Priority of Documents.

This Agreement and any attached Exhibits or documents incorporated herein by reference are intended to describe the Parties complete agreement, however, in the event of any conflict with such Exhibits or documents, the provisions of this Agreement shall control.

5. Consultant's Books and Records.

Consultant shall maintain all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to SGVRHT pursuant to this Agreement. All such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. All such documents or records shall be maintained for not less than four (4) years from the date of final payment in accordance with this Agreement and to the extent required by laws relating to audits of SGVRHT and its expenditures.

6. Ownership of Audit Documents.

All original maps, models, designs, drawings, photographs, studies, survey, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall be the sole property of the SGVRHT upon final payment to Consultant and may be used, reused or otherwise disposed of by the SGVRHT without the permission of the Consultant. Upon satisfactory completion of, or in the event of expiration, termination, suspension, or abandonment of this Agreement, Consultant shall turn over to SGVRHT all such maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents which Consultant may have

temporarily retained for use by Consultant staff. With respect to computer files, Consultant shall make available to the SGVRHT, upon reasonable written request by the SGVRHT, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

Consultant will not be held liable for reuse of maps, models, designs, drawings, photographs, studies, survey, reports, data, notes, computer files, files and other documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

7. Status of Consultant.

Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of SGVRHT. Consultant shall have no authority to bind SGVRHT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against SGVRHT, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by SGVRHT.

The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither SGVRHT, nor any elected or appointed boards, officers, officials, employees, members or agents of SGVRHT, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees, members or agents of SGVRHT.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by SGVRHT, including but not limited to eligibility to enroll in the Public Employees Retirement System as an employee of SGVRHT.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by an authority having jurisdiction over SGVRHT, to not be a wholly independent contractor, then Consultant shall indemnify and reimburse SGVRHT for any costs, including attorneys' fees, that SGVRHT incurs arising out of such claim or determination including, but not limited to, any benefits SGVRHT is required to provide, or payroll taxes or Workers' Compensation claims it is required to pay, as well as for the payment of any penalties and interest on such contributions.

8. Deficient Services.

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully and competently, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall

employment, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. SGVRHT may disapprove services that do not conform to these standards and practices and may withhold or deny compensation for deficient services. Upon disapproval of services by SGVRHT, Consultant shall immediately re-perform, at its own costs, the services that are deficient. SGVRHT shall endeavor to notify Consultant in writing of the existence of such deficient services in a timely manner, although its failure to do so shall not affect any remedy it may have under this Agreement or at law with respect to such deficient services. No approval, disapproval, or omission to provide approval or disapproval shall release Consultant from any responsibility under this Agreement.

9. Compliance with Applicable Laws; Permits and Licenses.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither SGVRHT, nor any elected or appointed boards, officers, officials, employees, members or agents of SGVRHT, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this Section.

10. Nondiscrimination.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of SGVRHT relating thereto. Such nondiscrimination shall include, but not be limited to, the following: employment; upgrading; demotion; transfers; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in performing this Agreement, state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

11. Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant employ such unauthorized aliens for the performance of services covered by this Agreement, and should any liability or sanctions be imposed against SGVRHT for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse SGVRHT for the cost of all such liabilities or

sanctions imposed, together with any and all costs, including reasonable attorney fees, incurred by SGVRHT.

12. Conflicts of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, (but not including ownership of stock in a publicly traded company), which would conflict in any manner with the interests of SGVRHT or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the SGVRHT. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of SGVRHT in the performance of this Agreement.

13. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. SGVRHT has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer any of its duties or obligations under this Agreement or any portion thereof, without the prior written consent of the SGVRHT. Any attempted assignment shall be ineffective, null and void, and constitute a material breach of this Agreement entitling SGVRHT to any and all remedies at law or in equity, including summary termination of this Agreement.

14. Indemnification.

To the greatest extent permitted by California Civil Code section 2782.8, Consultant shall indemnify, defend with counsel approved by SGVRHT, and hold harmless SGVRHT, its officers, officials, employees and volunteers ("Indemnitees") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with:

(1) Any and all claims under Workers' Compensation Act and other employee benefit acts with respect to Consultant's employees or Consultant's contractor's employees arising out of Consultant's work under this Agreement; and

(2) Any and all claims arising out of Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of SGVRHT's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the SGVRHT. Should SGVRHT in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the SGVRHT its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The SGVRHT shall

promptly pay any final judgment rendered against the Indemnitees. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Except for the Indemnitees, this Agreement shall not be construed to extend to any third-party indemnification rights of any kind.

(3) The Consultant's obligations to indemnify, defend and hold harmless the Indemnitees shall survive termination of this Agreement.

15. Insurance.

Without limiting its obligations pursuant to this Agreement, Consultant shall procure and maintain, at Consultant's own cost and expense and for the duration of this Agreement, the insurance coverage as set forth herein. All insurance policies shall be subject to approval by SGVRHT as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the SGVRHT. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. Consultant shall provide the following scope and limits of insurance:

15.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the SGVRHT.

Workers' Compensation insurance if and as required by the California Labor Code and Employer's Liability insurance covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

Professional liability insurance appropriate to the Consultant's profession.

15.2 Limits of Insurance. Consultant shall maintain limits of insurance no less than:

General Liability: \$1,000,000 minimum limit written on an occurrence basis for bodily injury, death and property damage.

Automobile Liability: \$1,000,000 minimum limit written on an occurrence basis for bodily injury, death and property damage.

Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

Professional Liability: \$1,000,000 minimum limit per claim. If such insurance is on a claims-made basis, Consultant agrees to keep such insurance in full force and effect for at least three years after termination or date of completion of this Agreement.

15.3 Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

15.4 All Policies. Each insurance policy required herein, other than professional liability shall provide that the coverage shall not be non-renewed, cancelled or reduced by the insurer or Consultant except after at least ten (10) days' prior written notice by Certified mail, return receipt requested, has been given to SGVRHT. As soon as Consultant becomes aware, it shall provide to SGVRHT notice of suspension or voiding of any coverage or reduction in coverage which results in Consultant not meeting the minimum requirements set forth in this Agreement.

15.5 General Liability and Automobile Liability Coverages. SGVRHT, and its respective elected and appointed officers, members, employees, and agents ("Additional Insureds"), shall be named as additional insureds on all policies of general liability, property damage, and automotive liability insurance for all work performed by Consultant under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

Consultant's insurance coverage shall be primary insurance with respect to the Additional Insureds.

Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SGVRHT, and its respective elected and appointed officers, officials, members or employees.

15.6 Workers' Compensation and Employer's Liability Coverage. Unless the SGVRHT otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against the Additional Insureds for losses arising from services performed by Consultant.

15.7 Other Requirements. Consultant agrees to deposit with SGVRHT, at or before the performance of any services under this Agreement, certificates of insurance and additional insured endorsements or a copy of the policy evidencing same, necessary to satisfy SGVRHT that Consultant has complied with the insurance provisions of this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. SGVRHT reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

Consultant shall include all subcontractors, if any, as insureds under its policies or furnish separate certificates and endorsements from each subcontractor evidencing the same minimum coverage requirements that Consultant must provide.

Any deductibles or self-insured retentions must be declared to and approved by SGVRHT, such approval not to be unreasonably withheld.

All policies of insurance, except professional liability insurance, shall be issued by an insurance company which is authorized to do business in the State of California or is otherwise approved in writing by SGVRHT.

16. Termination of Agreement.

Notwithstanding anything to the contrary herein, SGVRHT may terminate this Agreement or any individual Task Orders, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress, unless the notice provides otherwise, except those services necessary to effectuate the termination. Upon termination of this Agreement, Consultant shall furnish to SGVRHT a final invoice for work performed and expenses incurred by Consultant, as required by this Agreement. SGVRHT shall not be liable for any claim of lost profits.

17. Default.

In the event either party defaults in its obligations hereunder, the non-defaulting party may declare a default by written notice to the defaulting party. The notice shall specify the basis for the default and the cure, which cure shall be implemented within thirty (30) days of the date of the notice or such longer time as may be provided in the notice. If cure is not made within the time provided in the notice, then this Agreement shall terminate and the non-defaulting party shall have all remedies available under this Agreement and the law.

18. Notices.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVRHT: Marisa Creter, Executive Director
San Gabriel Valley Regional Housing Trust
1000 S. Fremont Avenue, Suite 10-210
Alhambra, CA 91803

with a copy to: David DeBerry, SGVRHT General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd., Suite 1200
Costa Mesa, CA 92626

To Consultant: [CONSULTANT INFORMATION]

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

19. Binding Effect.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

20. Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by SGVRHT of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

21. Law to Govern; Venue.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

22. Entire Agreement.

This Agreement, including the exhibits attached hereto, which are incorporated herein by this reference, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and SGVRHT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives. Any attempt to waive the requirement for a written amendment shall be void.

23. Section Headings.

The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

24. Severability.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

25. Time is of the Essence.

Time is of the essence in the performance of this Agreement. As Task Orders are issued, Consultant agrees to commence the work provided therein and to diligently prosecute the work in the time provided in the Task Order, if any.

26. Delays.

Neither Party shall be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of such Party. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. Consultant's sole remedy for delays outside its control shall be an extension of time. Consultant must document any delay and request an extension of time in writing at that the time of the delay to the satisfaction of SGVRHT.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

[Signatures on next page]

“CONSULTANT”

By _____

Title: _____

Date: _____

“CONSULTANT”

By _____

Title: _____

Date: _____

SAN GABRIEL VALLEY REGIONAL HOUSING TRUST

By _____

MARISA CRETER
Executive Director

Date: _____

APPROVED AS TO FORM:

DAVID DeBERRY
General Counsel

***NOTE: If Consultant is a corporation, the SGVRHT requires the following signature(s):**

- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the SGVRHT.

SAN GABRIEL VALLEY REGIONAL HOUSING TRUST

EXHIBIT "A"

SCOPE OF WORK

TINY HOME SITE OPERATOR

[PLEASE REFER TO THE RFP DOCUMENTS]

SAN GABRIEL VALLEY REGIONAL HOUSING TRUST

EXHIBIT “B”

COMPENSATION

TINY HOME SITE OPERATOR

[PLEASE REFER TO THE RFP DOCUMENTS]

SAN GABRIEL VALLEY REGIONAL HOUSING TRUST

TASK ORDER

TINY HOME SITE OPERATOR

CONSULTANT:	AGREEMENT NO.: 21-11	TASK ORDER NO.: 1
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TASK ORDER TITLE:	Phase 1 – Tiny Home Site Operator
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EFFECTIVE DATE OF THIS TASK ORDER:	TASK ORDER VALUE: \$XXX,XXX
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CONTACT:	TELEPHONE:
FACSIMILE:	EMAIL:
ADDRESS:	

1. SCOPE OF SERVICES:

Consultant agrees to perform the services identified in Attachment “A”, Scope of Services, which is attached hereto and made a part hereof.

2. COMPENSATION:

The total amount payable to the Consultant under this Task Order shall not exceed: [WRITTEN DOLLAR AMOUNT] dollars and 00/100 (\$XX,XXX.00), as per Attachment “B” attached hereto and made part hereof.

3. SUBCONTRACTORS:

[INSERT ATTACHMENT “C” FOR SUBCONTRACTORS, IF APPLICABLE]

4. KEY PERSONNEL:

Attachment “D” List of Key Personnel is attached hereto and made a part hereof.

5. SBE GOAL

[INSERT SBE GOAL, IF APPLICABLE]

6. PERIOD OF PERFORMANCE

Work under this Task Order shall commence on [START DATE] and end [END DATE].

All other terms and conditions of this Agreement remain unchanged.

In witness whereof, this Task Order has been executed under the provisions of the above-mentioned Agreement between the San Gabriel Valley Regional Housing Trust and the above named Consultant. By signature below, the parties hereto agree that all terms and conditions of this Task Order and Agreement shall be in full force and effect.

CONSULTANT:

SAN GABRIEL VALLEY REGIONAL HOUSING TRUST

Authorized
Signature: _____

Authorized
Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

ATTACHMENT A - SCOPE OF SERVICES

[PLEASE REFER TO RFP DOCUMENTS]

ATTACHMENT B - COMPENSATION

[TO BE FINALIZED AT A LATER DATE]

ATTACHMENT C - SUBCONTRACTORS

[TO BE FINALIZED AT A LATER DATE]

ATTACHMENT D – LIST OF KEY PERSONNEL

[TO BE FINALIZED AT A LATER DATE]

Scope of Work

Phase 1: Develop Operations and Services Plan

Task 1.1 Project Management

Hold kick-off meeting and 4 weekly meetings with project team

Deliverables: Kick-off meeting agenda & meeting notes (1); weekly meeting agendas and notes (4)

Task 1.2 Services Coordination

Identify and meet with existing service provider partners to determine opportunities and approaches to provide services for residents at the site. Approaches could include but are not limited to transport to off-site services or regularly-scheduled visits to the site. Staff from the SGVRHT, SGVCOG, and the City should be included in these meetings.

Deliverables: Meeting notes from meetings with up to 10 partner service providers (Up to 10)

Task 1.3 Plan Development

Work with the SGVRHT, SGVCOG, and City staff to develop an Operations and Services Plan (Plan) for the site. The Plan should outline how the site will be operated to ensure that all site residents receive the resources that they need to move into permanent housing as quickly as practicable. The Plan should operationalize how the Consultant will work with stakeholders to maximize participant and program success by balancing on-site services with existing services available through CES, the County of Los Angeles, and the City's existing services contracts and resources, which are described in more detail in the Project Description. The Plan should outline roles and responsibilities for onsite staff, as well as how these staff will work with other off-site staff and services. The Plan should also outline the approach to ensure that all needed services are available for the site's participants, and for services not available at the site, where the services can be found and how they would be accessed. For example, the Plan should maximize participant connection to these existing services and strengthen coordination with participants' existing case managers and housing navigators.

Considerations that should be included in the Plan include but are not limited to the following:

- 1) Site policies and procedures;
 - a) Eligibility & referrals, program intake, and program exit;
- 2) Site management and oversight,
 - a) Coordination with other on-site services (e.g. security; meal delivery);
- 3) Case management, housing navigation, and connection to existing services;
 - a) On-site service availability;
 - b) Approaches to maximizing coordination with existing and off-site services;
- 4) Staffing levels, qualifications, and schedule
- 5) Support securing additional funding and resources

- a) Approaches to maximizing operational funding, including but not limited to coordination with government programs for which participants are eligible (e.g. Medicaid/Medi-Cal, Social Security Disability Insurance [SSDI])
- b) Facilitating support and donations from community members and groups; and
- 6) Other site considerations.

More detailed information on these considerations is included below:

Program Policies and Procedures: Eligibility and Referrals, Program Intake, Program Exit

- **Program Eligibility:** Operator will develop policies and procedures for identifying eligible participants. In general, the site will serve individuals and couples experiencing homelessness. Participants must not need hospitalization or skilled nursing care. Participants must be able to manage Activities of Daily Living (i.e., ability to transfer in and out of a bed, bathe, dress, and address hygiene needs independently). Participants should include those with less urgent needs, considered moderate or mid-range acuity, or low acuity (or low to moderate service needs). The Plan’s participant eligibility requirements should aim to maximize the likelihood of success of placing participants into permanent housing.
- **Referrals Process:** Operator will develop policies and procedures for accepting referrals. Plan will include accepting referrals from City staff, City public safety teams, City- and SGVCOG-contracted housing navigators, CES-outreach teams, and other CES partners (hereafter referred to as “Partners”). Operator will work with Partners to prioritize participants living adjacent to the site and those experiencing homelessness in the site's jurisdiction, surrounding jurisdictions, or Service Planning Area (SPA) 3.
- **Program Intake:** Operator will establish an intake process and procedures. Plan will include ensuring that all participants are enrolled in HMIS and updating information in HMIS.
- **Housing and Services Plan:** For those participants that do not have one, following intake and assessment, Operator must work with each participant and any case manager and/or housing navigator to develop a Housing and Services Plan. Plan should include existing services to which to connect the participant. If the participant already has a Housing and Services Plan, the Operator will work with the participant and their existing housing navigator to update the plan as necessary. Operator will work with the participant and other assigned case managers to complete a monthly update to assess progress towards achieving the goals defined in the Housing and Services Plan.
- **Program Exit:** Operator will develop policies and procedures that adhere to best practices for exiting participants from the site. These include striving to move participants out of the Program and into permanent housing as quickly as possible, assisting with reunification services or assisting the participant with self-resolving their housing bridge, and otherwise assisting participants in fulfilling their Housing and Services Plan. The policies and procedures should also establish expectations for lengths of stay and when participants should otherwise be exited from the program (e.g. not utilizing a unit; hospitalization; incarceration). Plan will include entering exit information into a case note in HMIS and submitting an SGVCOG exit form.

- **Safety Concerns:** Operator will establish protocols when a participant is deemed a risk to the safety of the operator’s staff or other participants. Operator must have a policy about how to manage the return of participants who are exited due to concerns about the safety of other participants or staff created by the exited participant.

Site Management and Oversight

- Plan will include the following
 - Coordinate with the selected vendor(s) to facilitate the delivery of meals. Three meals per day per participant will be provided.
 - Coordinate with the selected vendor(s) to facilitate the provision of security on-site and to ensure that site access is available at the hours agreed-upon by the City, the SGVRHT, and the SGVCOG. Security services will be provided on-site twenty-four hours per day.
 - Coordinate with the City to facilitate trash pick-up and regular cleaning of the site and ensure the facility remains sanitary. Trash pick-up and regular cleaning will be provided by the City.
 - Ensure that the site adheres to all applicable ongoing ADA laws and regulations. City will provide ADA accessible units and paths of travel.
 - Coordinate with volunteers and accept and distribute donations as appropriate.
 - Ensure that the site is operated in a way that is consistent with its intended use and ensure that the SGVRHT and the City maintain their warranties on the product. Should issues arise that prevent the site operator from operating the site consistent with expectations, the site operator is responsible for notifying the participating City within twenty-four (24) hours.
 - Ensure that the facility remains sanitary, healthful, and otherwise safe for its intended or actual use.
 - In coordination with security provider, promptly and appropriately respond to medical problems of participants and staff.
 - In coordination with security provider, operator must refer participants to a medical facility or clinic for needed health examinations or emergency treatment.

Case Management, Housing Navigation, and Connection to Existing Services

- **Coordination with Existing Case Managers and Housing Navigators:** The Plan will include coordination with participants’ existing case managers and housing navigators to facilitate linkage to services and referrals to permanent housing. The Plan will outline how to efficiently coordinate with existing case managers and housing navigators.
- **Site-Based Case Management and Housing Navigation:** For those participants without an existing case manager and housing navigator, operator will provide these services to assist participants in accessing permanent housing through referrals to housing programs, such as Rapid Rehousing, Permanent Supportive Housing, and affordable housing, or assisting the participant in self-resolving their housing bridge. The Plan will outline how to efficiently provide case management and housing navigation at the site.

- **Connection to Existing Services:** In addition to housing support, case management should include linkage to services, including but not limited to health care, behavioral or mental health services, substance use treatment, employment services, and identifying transportation to those services. Operator is expected to connect participants to existing services in SPA 3 as needed.

Staffing Levels, Qualifications, and Schedule

- SGVCOG’s initial staffing plan is listed below, however, the Proposer should provide input on how to efficiently staff the site, staff qualifications, and schedule. The Plan will outline roles and responsibilities for staff. At this time, the SGVRHT anticipates the following staffing levels; however, these will be refined as the Operations and Service Plan is finalized.
 - 1 FTE staff person on duty weekday business hours to oversee site (facilitate meals, showers, etc.), conduct program intake and exit, provide case management as needed, coordinate with participants’ existing case managers and housing navigators, and connect participants to existing services as needed
 - 1 FTE resident aide on duty weekday evenings and weekends to oversee site (facilitate meals, showers, etc.)

Support Securing Additional Funding and Resources

- Plan should maximize connection to programs for which participants are eligible, for example Medicaid/Medi-Cal, Supplemental Security Income (SSI), and Social Security Disability Insurance (SSDI). Plan will also include coordination with the SGVRHT, SGVCOG, and City to engage community groups and members by pursuing donations to support the site. This could include donations of food, clothing, funding, or other resources. Operator will not be expected to lead this effort but will be asked to provide recommendations, connections, and support the outreach efforts.

Deliverables: Outline of Operations and Services Plan; Draft & Final Operations and Services Plan

Phase 2: Operate Site and Provide Services

2.1 Site Operation

The Provider will operate the site for a minimum of one year in accordance with the Final approved Operations and Services Plan. At this time, the SGVRHT anticipates the following proposed service levels:

- 1 FTE on-duty during weekday business hours to oversee site (facilitate meals, showers, etc.), conduct program intake and exit, provide case management as needed, coordinate with participants’ existing case managers and housing navigators, and connect participants to existing services as needed

- 1 FTE resident aide on-duty weekday evenings and weekends to oversee site (facilitate meals, showers, etc.)

The Consultant should provide the proposed staff positions that would serve the site, a description of the staff position, the hourly rate, the estimated number of annual hours, and annual cost to meet these minimum service levels. The Consultant may propose additional staffing beyond the minimum service levels proposed; however, the consultant must clearly indicate which staffing exceeds the minimum requirements. Providers should consider that the proposed staffing should focus on ensuring services are provided to all residents within the homeless services system, even if all services are not provided on-site.

These staffing levels may be modified in accordance with the final approved Operations and Services Plan.

The Consultant will also be responsible for providing a monthly report in a format approved by the SGVRHT, SGVCOG, and the City demonstrating aggregate enrollment and exit data and provision of/connection to services.

The proposed staffing plan could be modified based on the Operations and Service Plan developed in Task 1.

Deliverables: Monthly Reports (12)

2.2 Project Management

The Consultant will host a kick-off meeting and monthly check-in calls with SGVRHT, SGVCOG, and City

Deliverables: Kick-off meeting agenda and meeting notes (1); monthly meeting agendas and meeting notes (12)

DATE: September 8, 2021
TO: Board of Directors
FROM: Marisa Creter, Executive Director
RE: **FUNDING PRIORITIES FOR \$20 MILLION STATE EARMARK**

RECOMMENDED ACTIONS

Adopt Resolution 21-20 adopting State Earmark Funding Priorities

BACKGROUND

The San Gabriel Valley Regional Housing Trust (SGVRHT) received a State Budget Earmark of \$20 million to address the affordable housing shortage and homeless crisis in the San Gabriel Valley. The State Earmark funds are anticipated to be received in October of 2021. In anticipation of these funds, staff has developed a list of funding priorities which include:

1. Project Pipeline Capital
2. Revolving Loan Fund
3. Homeless Pilot Programs

These funding priorities align with the strategic priorities adopted by the SGVRHT Board of Directors in June 2021 as part of the SGVRHT's strategic planning process conducted by BAE Urban Economics (BAE). The Board of Directors adopted 8 strategic priorities- 5 near term priorities and 3 long-term opportunities if additional funding was received. The State Budget Earmark enables the SGVRHT to begin work on both short and long term priorities.

Short Term Priorities

1. Develop a 501c3 entity; hire a consultant to pursue corporate giving
2. Explore co-lending opportunities with existing CDFI
3. Explore bond revenue fee sharing opportunities
4. Collaborate with nonprofits as fiscal sponsor to secure donations
5. Increase leveraging for LHTF program including land match and pass-through City funds

Long Term Priorities

6. Establish a revolving loan fund for predevelopment loans
7. Establish a first-time homebuyer program
8. Hire part-time fundraising staff

DISCUSSION

The proposed programs will enable the SGVRHT to provide additional affordable and homeless housing units and serve additional member cities. Operation of the programs will require additional resources and staff time, therefore modest administrative expenses are including in the program descriptions below.

Project Pipeline Capital- \$8 Million

The SGVRHT maintains the San Gabriel Valley Project Pipeline (Pipeline), a list of affordable and homeless housing projects requesting gap financing from the SGVRHT. In its first 18 months of operation, the SGVRHT has focused its lending efforts on projects that qualify for the State's Local Housing Trust Fund (LHTF) program given the opportunity to leverage funds with the program's 1:1 funding match. The LHTF program requires that 30% of the units in a funding application must be reserved for households at or below 30% AMI, which precludes some projects on the Pipeline from being included in the LHTF application. It was anticipated that the State Budget Earmark funds could not be used as matching funds for the LHTF application as the current LHTF guidelines exclude State or Federal funds designated for housing from use as matching funds. New guidance about stacking of State funding sources may change this requirement and staff has reached out to the State for guidance. Given the deadline to spend State Earmark funds, staff recommends setting aside \$5 million for the 2022¹ LHTF application if allowed. This would enable the SGVRHT to support \$10 million in project gap financing which could be spread across a portfolio of projects, alleviating the need for each project to individually meet the threshold for 30% AMI units.

The State Budget Earmark has a deadline of June 2023 for funds to be expended. Funds will be committed to projects through loan documents which are executed at project closing. Therefore, staff recommends prioritizing projects that are ready to proceed in the next 12 months. To ensure efficient use of SGVRHT resources, per unit and per project guidelines are recommended for adoption. BAE identified \$40,000/unit as the funding gap amount required by San Gabriel Valley affordable housing projects through their housing needs analysis. By also establishing a per project threshold of \$2,000,000, the SGVRHT will fund a minimum of 4 projects and an anticipated 200 units of affordable housing. To evaluate projects for funding, staff has developed Pipeline Evaluation Criteria as follows:

1. Priority for LHTF recommended projects if LHTF award is not received (Alhambra- Mariposa, Pomona- East Holt)
2. Readiness to close financing and begin construction within next 12 months
3. Projects with City funding
4. Per unit funding maximum of \$40,000 and overall funding request maximum of \$2,000,000

¹ The 2023 LHTF application would be due after the deadline to spend State Earmark funds.

The work associated with executing loan documents for projects and administering payments will be supported by the loan origination fees and administrative set aside from the funding allocation.

Admin: 2.5% (200,000)

Revolving Loan Fund- \$8 Million

The development of a Revolving Loan Fund will allow to SGVRHT to address an unmet need for early acquisition capital for projects in the San Gabriel Valley. This need was highlighted during the Strategic Planning Stakeholder interviews conducted by BAE.

The Revolving Loan Fund will allow the SGVRHT to recycle State Budget Earmark funds and reuse them to support projects in perpetuity. For example, \$2 million of funding that is awarded in April of 2022 for a 24-month term, would be repaid to the SGRVHT in April of 2024 and available to loan out again to another project.

There are several examples of revolving loan funds operated by housing trusts including Housing Trust Fund Ventura County, Housing Trust Fund of Santa Barbara County, and Housing Trust Silicon Valley. Staff has reached out to these organizations to learn from their experience and establish best practices. This loan product will allow the SGVRHT to support projects earlier in the development phase and may help projects in the San Gabriel Valley to be more successful in leveraging tax credit financing.

The work associated with developing the revolving loan fund, executing loan documents for projects and administering payments will be supported by the loan origination fees and administrative set aside from the funding allocation.

Admin: 2.5% (\$200,000)

Homeless Pilot Programs- \$4 Million

The SGVRHT developed a bridge housing pilot program and is developing sites in the cities of Baldwin Park and Montebello². A portion of this funding allocation will be used to support the operations of these sites which include supportive services, site security, and client meals. Staff anticipates that additional cities will decide to participate in the program after the first two sites are completed and these funds could provide capital for the development of additional bridge housing sites.

To best meet member city needs, the SGVRHT would also consider alternative pilot programs that address the immediate housing needs of individuals experiencing homelessness.

The work associated with administering pilot programs will be supported by an administrative set aside from the funding allocation.

² Pending City Council approval on October 13, 2021

Admin: 5% (\$200,000)

NEXT STEPS

Staff will confirm if State Budget Earmark funds can be used for the LHTF program and if appropriate, will work with our consultant team to identify a list of projects for the 2022 LHTF application. Staff will also adapt previously adopted LHTF underwriting guidelines and loan documents to remove any nonapplicable requirements for projects awarded State Budget Earmark funds outside of the LHTF program. These items will be presented to the Board of Directors at the November Board meeting. SGVRHT staff will notify cities of the deadline to add projects to the SGVRHT Pipeline for consideration for State Earmark funds which is anticipated to be October 22, 2021.

Prepared by: Brielle Acevedo
Brielle Acevedo
Principal Management Analyst

Approved by: Marisa Creter
Marisa Creter
Executive Director

ATTACHMENTS

Attachment A – Resolution 21-20

RESOLUTION NO. 21-20

RESOLUTION OF THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST (SGVRHT) ADOPTING STATE EARMARK FUNDING PRIORITIES

WHEREAS, the San Gabriel Valley Regional Housing Trust (SGVRHT) received a State Budget Earmark for \$20,000,000 to address the affordable housing shortage and homeless crisis in the San Gabriel Valley; and

WHEREAS, the State Earmark funding must be expended by June 2023; and

WHEREAS, the SGVRHT is addressing the homeless crisis through its Bridge Housing Pilot Program; and

WHEREAS, the SGVRHT is addressing the affordable housing shortage through project financing and designates the San Gabriel Valley Project Pipeline (Pipeline) as its first phase funding process; and

WHEREAS, the SGVRHT adopted strategic priorities which included the development of a revolving loan fund and increased leveraging for the Local Housing Trust Fund Program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Trust approve the following State Earmark Funding Priorities.

1. **\$8 million in Project Pipeline Capital**, including \$200,000 in administrative funding. Projects will be considered by the following criteria:
 - i. Priority for LHTF recommended projects if LHTF award is not received (Alhambra- Mariposa, Pomona- East Holt)
 - ii. Readiness to close financing and begin construction within next 12 months
 - iii. Projects with City funding
 - iv. Per unit funding maximum of \$40,000 and overall funding request maximum of \$2,500,000
2. **\$8 million revolving loan fund**, including \$200,000 in administrative funding
3. **\$4 million in Homeless Pilot Program funding**, including \$200,000 in administrative funding

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 8th day of September 2021.

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 21-20 was adopted at a regular meeting of the Governing Board held on the 8th day of September 2021, by the following roll call vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	

Marisa Creter, Secretary