OC Community Services

Notice Of Funding Availability (NOFA)

FOR

SINGLE FAMILY AFFORDABLE RENTAL HOUSING PROGRAM

Date Issued

September 19, 2013

HOME FUNDS: CFDA #14-239

HOUSING SUCCESSOR AGENCY FUNDS

PROJECT BASED HOUSING CHOICE VOUCHERS

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SINGLE FAMILY AFFORDABLE RENTAL HOUSING PROGRAM
NOTICE OF FUNDING AVAILABILITY

PART I INTRODUCTION

1.1 Introduction

OC Community Services is sponsoring this Single Family Affordable Rental Housing Program Notice of Funding Availability (NOFA) to distribute Federal HOME Investment Partnership Act (HOME) and/or Housing Successor Agency funding and Project Based Vouchers on a first-come, first-served basis to qualified non-profits and for-profit developers. Qualified non-profits and for-profit developers selected under the NOFA will be required to provide affordable, decent, and safe rental housing to families, seniors and/or special needs populations (i.e., persons with mental or physical disabilities, as well as individuals and families who are homeless) throughout Orange County, with an income of 50% of the Area Median Income or below (as determined by the Department of Housing and Urban Development).

1.2 Background

On May 1, 2012, as a result of the loss of Redevelopment housing set-aside funds due to AB 1X 26 and funding cuts to the Federal HOME Investment Partnership Program (HOME), the Orange County Board of Supervisors established the Affordable Housing Ad Hoc Committee (Ad Hoc Committee) with the purpose of providing new policy direction on affordable housing development and allocation of limited affordable housing resources and funds. The Ad Hoc Committee recommended the creation of the Single Family Affordable Rental Housing Program which was approved by the Board of Supervisors on January 29, 2013.

1.3 Funding

This NOFA will make available $2,500,000 in funding. The County funding for this program is Federal HOME Investment Partnership Act (HOME) funds and local proceeds from the Housing Successor Agency. In addition, rental assistance in the form of Tenant Based Rental Assistance will be made available for 24 months with potential conversion to Project-Based Vouchers. Units must meet requirements of the funding sources.

The County reserves the right to fund applications: 1) for less than requested ; 2) to fund one or more applications; 3) to select organizations that are seeking to build experience in affordable housing development; 4) to maximize regional benefit; and, 5) to serve multiple populations.

1.4 Program Purpose and Scope

The purpose of the Single Family Affordable Rental Housing Program is for the acquisition/rehabilitation of single-family homes, duplexes, triplexes and/or fourplexes for affordable rental housing. The Single Family Affordable Rental Housing Program will provide affordable, decent, and safe rental housing to families, seniors and/or special needs populations (i.e., persons with mental or physical disabilities, as well as individuals and families who are homeless) with an income of 50% of the Area Median Income or below. OC Community Services is issuing this NOFA to select developers on a first-come, first-served basis that have the capacity to: 1) site the best location for acquisition/rehabilitation of suitable eligible units; 2) serve the targeted population; and 3) manage and operate the units during the affordability period.

Funds are available on a first-come first-serve basis, based on the criteria set forth in this NOFA, until the NOFA closes or until all funds are committed, whichever occurs first. The County reserves the right to determine first-come first-served based on meeting all conditions of the NOFA in the case of simultaneous receipt of applications.

1.5 Eligible Applicants

Eligible applicants include for-profit and non-profit entities joint ventures, or partnerships. The proposed owner of the development must have authority to enter into any agreements required by OC Community Services.

1.6 Eligible Locations

Throughout Orange County with priority to County unincorporated areas and the Urban County participating cities. Participating cities include Aliso Viejo, Brea, Cypress, Dana Point, Laguna Beach, Laguna Hills, Laguna Woods, La Palma, Los Alamitos, Placentia, Seal Beach, Stanton, and Villa Park. For the first thirty (30) days only applications proposing properties in participating cities and unincorporated areas will be accepted for review and funding. After 30 days (if funds are still available), properties located in all areas of the County will be eligible to apply.

Project Based Vouchers (if available) are only eligible for properties located within the Orange County Housing Authority jurisdiction which includes 31 cities in Orange County not including Santa Ana, Anaheim or Garden Grove which have separate and independent housing authorities.

1.7 Eligible Uses

Funds may be used for acquisition, rehabilitation, County-approved related soft costs and rental assistance (in the form of Tenant Based Rental Assistance or Project Based vouchers where eligible).

1.7.1 Terms

- **Loan terms**: 55 year deferred loan; 0% interest
- **Affordability restrictions**: Restricted units must remain affordable for a minimum of 55 years. A restrictive covenant will be recorded against the property to ensure affordability during the term of the agreement. All projects shall be monitored for affordability for the term of the restrictive covenant, regardless of whether the loan is fully repaid.
- **Affordable Housing Overlay Requirements, as applicable**

1.7.2 Maximum Allowable Costs Per Unit:

- Acquisition costs shall not exceed $510,000
- Rehabilitation costs shall not exceed $50,000, including contingency.
- Developer fee shall not exceed 10% of Total Development Cost (TDC).
- Total Development Cost (TDC) shall not exceed $650,000.

***Rehabilitation standards must meet or exceed Federal Housing Quality Standards (HQS)**

1.7.3 Eligible Units:

- Eligible units include 3 bedroom or higher single family dwellings, duplexes, triplexes and fourplexes in need of minimum to moderate rehabilitation. Properties must comply with local zoning and land use regulations. Properties must have no relocation or substantial adverse environmental issues as determined by an environmental review.
- Eligible Units must meet state and local housing quality standards and code requirements. If no such standards or codes apply, the property must meet Section 8 Housing Quality Standards.
- Good Neighbor Policy:

  The Single Family Affordable Rental Housing Program will utilize multiple good neighbor strategies as follows:

  1) Fifty-five (55) year Regulatory Agreements will be recorded on each property. Regulatory Agreements will require the developer to comply with regulations connected to funding sources, including but not limited to, interior and exterior property maintenance requirements, annual Housing Quality Standards (HQS) inspections, household size restrictions, tenant income eligibility, and tenant screening including criminal background checks, etc;

     and;

  2) Selected developers will be required to implement good neighbor strategies for each site identified through this program. Examples of good neighbor strategies include community outreach to neighbors and homeowners associations to educate them on the planned use of the property and to ensure that there is no major opposition to the project.

1.7.4 Tenant Selection:

- When needed, and as eligible, rental assistance in the form of Tenant Based Rental Assistance will be utilized for 24 months with potential conversion to Project-Based Vouchers. As such, tenants will be selected from the Orange County Housing Authority waiting list to occupy the units. If project is located in Anaheim, Garden Grove or Santa Ana, developer shall make units available to Section 8 tenants from those housing authorities. If no eligible tenants are referred from these housing authorities, developers shall make units available to low-income tenants as defined in Section 1.1 of this NOFA.

1.8 NOFA Timetable

Release of NOFA	September 19, 2013
Technical Assistance Conference (not mandatory)	October 3, 2013 at 10:00 a.m. (See Part 2.2)
Proposal Due Date	First-Come, First-Served until NOFA closes (First 30 days only applications proposing properties in participating cities and unincorporated areas will be accepted).
NOFA Closing Date*	Funds are available until the NOFA closes or until all available funds are committed, whichever occurs first.

*The County reserves the right to close this NOFA at any time without prior notice and, furthermore, makes no representation that any funding will be awarded to any applicant responding to this NOFA.

1.9 Funding Allocation Process

Proposals will be processed in two stages: (1) a threshold review and (2) a technical review conducted by County staff. The threshold review will evaluate the proposal's compliance with NOFA guidelines, requirements and eligibility. Refer to Part III of this NOFA for Technical Review guidelines.

PART II PROPOSAL SUBMISSION REQUIREMENTS

2.1 Proposal Requirements

The NOFA is an open application process. Proposals for funding will be considered on a first-come, first-served basis based on the criteria set forth in this NOFA. OC Community Services will consider projects based on the applicant's ability to meet the application and threshold requirements set forth herein; the applicant's ability to successfully demonstrate their experience in acquiring, rehabilitating, and operating affordable housing; and the quality of the proposed project. Applications must be complete. Incomplete applications may not be processed. However, OC Community Services reserves the right to waive minor technical deficiencies in the application and to request minor corrections or clarifications.

2.2 Technical Assistance Conference

A Technical Assistance Conference will be held to discuss this NOFA. It is not mandatory to attend the Technical Assistance Workshop; however, all potential applicants are encouraged to attend. The conference is scheduled for:

Date:	October 3, 2013
Time:	10:00 a.m.
Place:	OC Community Services Multi-Purpose Room A 1770 N. Broadway Santa Ana, CA 92706

2.3 Proposal Submission and Preparation

Proposal must be as follows:

- One (1) original proposal and one (1) copy.
- All pages numbered sequentially and in accordance with the Application requirements.
- Place dividers between each exhibit to facilitate review and evaluation.
- Clearly identify the original proposal and the copy of proposal on the front page.
- Bind the original and copy of each proposal separately in three-ring binders.

Send or deliver proposals to:

Single Family Affordable Rental Housing Program
Notice of Funding Availability
OC Community Services
Attn: Housing Development/Kevin Fincher
1770 North Broadway (Fourth Floor)
Santa Ana, CA 92706-2642

For questions regarding this NOFA contact Kevin Fincher at 714-480-2994 or kevin.fincher@occr.ocgov.com.

Acceptance of a proposal under this NOFA does not constitute a contract or commitment of any kind. The County reserves the right to reject any and all proposals in whole or in part. Submission of a proposal under this NOFA constitutes agreement by the applicant as to all terms, conditions, requirements, and rules of the NOFA.

2.4 General Information

2.4.1 A completed proposal will consist of a **complete** application package, including **all** requested attachments.

2.4.2 All applications and attachments become the property of the County of Orange and are subject to provisions of the California Public Records Act. The Act is designed to give reasonable public access to information in the possession of public agencies. The County reserves the right to make use of any information or ideas in any NOFA submitted.

2.4.3 Attempting to influence the selection process in any manner after the NOFA has been released will be considered sufficient grounds for disqualifying Applicants from consideration.

2.4.4 DO NOT SEND MATERIAL WHICH HAS NOT BEEN SPECIFICALLY REQUESTED. Do not include manuals, advertisements, letters of support, statements from clients, booklets, or purchasing requests. Applications should provide a straightforward, concise description of the Applicant's capabilities to satisfy the requirements of this solicitation. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and review. Information and/or attachments not specifically requested in the Application Package will not be reviewed.

2.4.5 Failure to respond to all of the items in the Application Package, and/or to follow the instructions and format of the Application Package may result in the disqualification of the application.

2.4.6 Application Package must be signed by an individual authorized to bind the proposing entity, or the required corporate officers as set forth in the California Corporations Code requirement below. An unsigned application may result in the disqualification of the application.

2.4.7 Waivers-Bids/Proposals

The County reserves the right to waive at its discretion any irregularities or informalities which the County deems correctable or otherwise not warranting rejection of a bid or proposal. Failure of the County in any one or more instances to insist upon strict adherence to the requirements of the solicitation shall not be construed as a waiver of relinquishment to any extent of the right to require adherence to any other requirements of this solicitation or on any future occasion.

2.4.8 Availability of Resource Documents

Resource documents which may be helpful in understanding the regulations and procedures that govern OC Community Services may be found at the following websites:

- Federal Office of Management and Budget (OMB) Circulars can be located at http://www.whitehouse.gov/omb/circulars
- U.S. Department of Housing and Urban Development (HUD) can be located at http://www.hud.gov
- State of California Health and Safety Code

2.4.9 Vendor Advisory

The County of Orange does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

2.4.10 Fiscal Responsibilities

Contractor shall maintain and submit records, statistical information, financial reports, and program information/data as requested by OC Community Services and/or required by the funding source.

2.4.10.1 Contractor shall maintain a separate checking account or keep separate accounting records, for County of Orange projects funded through this NOFA.

2.4.10.2 After the budget is approved, funds may be used only for allowable costs as listed in the budget. Any deviation in expenditures must be submitted in writing to and pre-approved by OC Community Services.

2.4.10.3 To facilitate billing and payments, methods may be developed to allow the electronic transfer of requests for payment and/or electronic deposit of payments to contractor. Contractor must provide OC Community Services with any information needed to develop such a process (e.g., bank account numbers for direct deposit of payments), and to cooperate as required in the development of such systems.

2.4.10.4 Periodically, the County Auditor/Controller will review the Contractor's financial records. The Contractor shall allow access to all financial records reasonably related to the project when requested by County, State or Federal Auditor staff.

2.4.15 Subcontracting Requirements

Subcontractors are required to comply with all program requirements.

2.4.16 Insurance Requirements

See Exhibit 2

2.4.17 County of Orange Child Support & EDD Requirements

See Exhibits 3 and 4

2.418 Regulatory Compliance

The applicant must be in compliance with applicable civil rights laws and Federal Executive Orders. There must be no pending civil rights suits, outstanding findings, of noncompliance with civil rights statues, Federal Executives Orders, or regulations, unresolved Secretary (Secretary of the U.S. Department of Housing and urban Development) charge of discrimination issued under the Fair Housing Act, no adjudications of civil rights violations on a civil action or deferral of processing of applications from the applicant imposed by HUD.

Applicant shall be required to provide services in accordance with all applicable laws, policies, procedures, regulations, and standards of the Federal, State, County and local requirements.

At the time of entry into a contract with OC Community Services the successful Applicant must be in good standing status with all Federal, State and County requirements.

2.5 Right of the County to Waive Irregularities

The County reserves the right:

a) To negotiate each loan with any applicant as necessary to serve the best interests for the County;

b) To waive any irregularities in the NOFA process and to reject any and all proposals.

The County reserves the right in its discretion to modify the terms of the NOFA or project when it is required by third party funding sources or when in the best interest of the County.

PART III TECHNICAL ELIGIBILITY/REVIEW AND EVALUATION CRITERIA

3.1 Threshold Review

Each proposal will be reviewed by County staff to ensure that it is complete and in compliance with requirements and the instructions stated in the NOFA. For applications to meet the threshold requirements of this NOFA and be considered complete, they must: a) contain all items listed in the application checklist; b) include signatures where required; and c) contain all of the Exhibits listed in this Section. All projects must meet minimum OC Community Services threshold requirements. If an application does not meet these threshold requirements, it may not proceed to the Technical Review process, and may be returned to the applicant. OC Community Services reserves the right to waive a minor deficiency. The County reserves the right to administratively disqualify any proposal that does not meet the stated requirements or instructions of the NOFA. Consistent with prior Affordable Housing NOFA's, proposals that pass threshold review will be dated and proceed to a technical review conducted by County staff.

Supporting Documents List

The following describes the listing of items that must be submitted in each proposal (See Application Checklist):

1. GENERAL ORGANIZATIONAL INFORMATION - Complete Attachment 1

2. PROJECT INFORMATION/NARRATIVE - Complete Attachment 2

3. CAPACITY AND EXPERIENCE – Complete Attachment 3

4. READINESS- Complete Attachment 4

5. BUDGET AND LEVERAGING- Complete Attachment 5

6. CERTIFICATIONS, AUTHORIZATIONS AND RESOLUTIONS- Complete Attachments 6-10

3.2 Technical Review

After Threshold Review approval by staff, staff will conduct a technical review of the project and prepare a final funding recommendation. Technical review will be based on the information provided by the applicant. Staff recommendations regarding loan amounts will be presented to the Director and Deputy Director for final consideration. The Director and Deputy Director have final approval of projects based upon the recommendations of staff.

If approved, OC Community Services will issue a commitment letter, which will outline the terms of the loan and conditions precedent to funding. In the event that an applicant does not acquire and rehabilitate an eligible site within six (6) months of the date approval, OC Community Services reserves the right to extend or withdraw the County commitment.

If selected, successful applicants will be required to comply with all applicable laws, policies, procedures, regulations and standards of the County of Orange, the State of California and the Federal Government.

Borrowers will be required to execute a loan agreement, promissory note, deed of trust, regulatory agreement, assignment of leases and other related loan documents.

Disbursement of loan funds will be made in accordance with County of Orange loan documents. All expenses incurred prior to an OC Community Services environmental clearance will not be eligible for reimbursement.

PART IV APPEAL PROCESS

The applicant may appeal funding recommendations by writing to Karen Roper, Director, OC Community Services, 1770 North Broadway, Santa Ana, CA 92706.

If the recommendation to deny funds is upheld, the applicant may make an appeal, in writing to Steve Franks, Director, OC Community Resources at the same address.

The recommendations made by the Director will be based upon the applicant's original submission and the results of the developer interview. Applicants that do not address all of the outstanding concerns of staff and/or the Director will not be allowed to appeal based on new information or changes made to the proposal.

PART V TERMS AND CONDITIONS

Notice of Funding Availability Terms

Contractors will be required to comply with terms set forth by the County of Orange, State of California and the U. S. Department of Housing and Urban Development (HUD). These conditions include, but are not limited to the following:

(1) All costs of application preparation shall be borne by the applicant organization. The County of Orange shall not, in any event, be liable for any pre-contractual expenses incurred by the bidder in the preparation and/or submission of the application. The applicant shall not include any such expenses as part of the budget in the application.

(2) The application should always include the applicant's best offer.

(3) The application must set forth full, accurate, and complete information as required by this application. No changes or additions are allowed, unless requested.

(4) The County of Orange reserves the right to communicate with development team members associated with the applicant to obtain additional clarification of design of program, or organization fiscal and programmatic capacities, and to utilize this information in the evaluation process.

(5) The County of Orange reserves the right to reject any or all applications received in answer to this NOFA if it is deemed inappropriate or incomplete or is not in the best interest of the County of Orange.

(6) The County of Orange reserves the right to withdraw this NOFA at any time without prior notice. Further, the County of Orange makes no representation that any loan will be awarded to any applicant responding to this NOFA.

(7) An applicant may not be recommended for funding, regardless of the merits of the application submitted, if it has a history of past or current contract non-compliance with the County of Orange, a termination for cause by any other funding source, or disallowed costs with the County of Orange or any other funding source.

(8) The County of Orange reserves the right to verify information submitted in the application.

(9) The County of Orange reserves the right to award to one or multiple applicants based on the best interest of the County.

(10) The County of Orange reserves the right to reduce or increase requested amounts of funding or not fund multiple applications from one applicant based on the best interest of the County.

LOAN CONDITIONS

Developers will be required to comply with conditions set forth by the County of Orange, State of California and the U. S. Department of Housing and Urban Development (HUD). These conditions include, but are not limited to the following:

(1) Developers shall allow representatives of the County of Orange, State of California or HUD to inspect facilities, which are used in connection with the loan(s), made to implement programs funded under this proposal.

(2) Each developer must comply fully with all of the requirements specified in this NOFA. The responsibility for accuracy rests entirely with the applicant.

(3) Developers shall make available to representatives of the County of Orange State of California or HUD, upon reasonable notice, the fiscal records and/or client data records pertaining to the project. Demographic information about clients will be transmitted to the County of Orange in a manner consistent with agreements protecting client and/or organization confidentiality rights.

(4) If an applicant knowingly and willfully submits false performance or other data, the County of Orange reserves the right to reject that proposal. If it is determined that a loan was awarded as a result of false performance or other data submitted in response to this application, the County of Orange reserves the right to terminate that loan.

(5) Developers shall be required to submit to the County of Orange, or its designee, periodic status reports, including program expenditures and recipient information. Failure to do may result in termination of the loan.

(6) Developers acknowledge that, as recipients of State or Federal funds, they will be required to comply with State or Federal regulations pertaining to the use of such funds. All regulations will be enumerated in the contract and will be incorporated by reference. It will be the developer's responsibility to assure compliance with applicable regulations. To the extent feasible, the County of Orange will provide the successful bidder with the applicable State or Federal regulations.

(7) The Grant Agreement between HUD and the County of Orange shall be incorporated by reference into all loans between the County of Orange and the developers.

(8) Developers will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit a copy of the audit report to the County of Orange within six months at the end of the contractor's fiscal year.

(9) Developers acknowledge that HUD funds are not meant to replace or supplant other sources of funding.

(10) The Loan Agreement(s) shall include standard clauses requiring developer’s compliance with the following regulations: non-discrimination, affirmative action, and equal opportunity; separation of church and State; Americans with Disabilities Act; conflicts of interest; restrictions on lobbying; debarment; audits; rights in data; drug-free workplace; and lead-based paint.

(11) Developers shall maintain any applicable licenses or permits, and meet any facilities code regulations required for the program(s) funded under the Loan Agreement(s).

(12) Developers shall participate in information networking, training, and coordination meetings as may be provided by the County of Orange.

(13) Developers shall cooperate with related research and evaluation activities as may be required by the County of Orange.

(14) Developers will be required to agree to County regulatory agreements or other comparable documents.

APPLICATION CHECKLIST
(Please Submit as First Page of Application)

APPLICANT/DEVELOPER NAME:_____

ATTACHMENTS SUBJECT	PAGE	ATTACHED (Circle)
ATTACHMENT 1: ORGANIZATIONAL INFORMATION		
1.1 Applicant Information	11	Y/N
1.2 Contact Person	11	Y/N
1.3 Authorized Person	11	Y/N
1.4 Legal Status of Applicant	11	Y/N
ATTACHMENT 2: PROJECT INFORMATION/NARRATIVE		
2.1 Property Information	12	Y/N
2.2 Project Narrative	13	Y/N
2.3 Fair Housing	13	Y/N
2.4 Targeting	13	Y/N
ATTACHMENT 3: CAPACITY AND EXPERIENCE		
3.1 Project Team Members	14	Y/N
3.2 Applicant Team Resumes	15	Y/N
3.3 Organizational Experience	15	Y/N
3.4 Audit Requirements	15	Y/N
ATTACHMENT 4: READINESS		
4.1 Readiness	16	Y/N
4.2 Site Control	16	Y/N
4.3 Environmental Information Form	17-19	Y/N
4.4 Appraisal	19	Y/N
4.5 Lead Based Paint and Asbestos Report	19	Y/N
ATTACHMENT 5: BUDGET AND LEVERAGING		
5.1 Summary of Requested Project Financing	20	Y/N
5.2 Funding Sources and Uses/Leveraging	20	Y/N
ATTACHMENTS 6-10: CERTIFICATIONS, AUTHORIZATIONS, AND RESOLUTIONS		
Attachment 6: Applicant Certifications/Authorization/Certification	21	Y/N
Attachment 7: Sample Board Resolution	25	Y/N
Attachment 8: Equal Opportunity Program for Contractors & Minority Business Enterprise (MBE) & Women Owned Business Enterprise (WBE)	26	Y/N
Attachment 9: Equal Employment Opportunity Certification	27	Y/N
Attachment 10: Evidence of Compliance with Previous OC Community Services Loans	28	Y/N

ATTACHMENT 1: ORGANIZATIONAL INFORMATION

1.1 Applicant Information

Legal Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____

1.2 Contact Person

NAME: _____ TILLE: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
TELEPHONE: _____ CELL: _____ FAX: _____
EMAIL: _____

1.3 Authorized Person: For the purposes of this NOFA, the "Authorized Person" is the individual within your Organization that has the authority to enter into a contract.

NAME: _____ TITLE: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
TELEPHONE: _____ CELL: _____ FAX: _____
EMAIL: _____

1.4 Legal Status of Applicant

☐ Non-profit corporation ☐ Partnership ☐ CHDO
☐ For-profit corporation ☐ Joint venture ☐ Other: _____

ATTACHMENT 2: PROJECT INFORMATION/NARRATIVE

2.1 Property Information

Eligible units include 3 bedroom or higher single family dwellings, duplexes, triplexes and fourplexes in need of minimum to moderate rehabilitation. Properties must comply with local zoning and land use regulations. Properties must have no relocation or substantial adverse environmental issues as determined by an environmental review.

Please provide all known information as requested.

# of Properties Proposed to be Acquired and/or Rehabbed:_____ (i.e. 2 three bedroom homes or 1 triplex)

Provide information on each property or area where properties are to be acquired. If a specific property has not been identified, but a neighborhood or area, be as specific as possible.

Property 1:
Neighborhood: _____
Address: _____
City: _____ State: _____ Zip: _____
Supervisorial District: _____

Type of project:

☐ Acquisition ☐ Acquisition & Rehabilitation

Fill out the following for **each** property being proposed for acquisition/rehabilitation:

PROPOSED PROPERTY INFORMATION	
	Proposed Property (if applicable)
Home/Duplex/Triplex/Fourplex	
Bedrooms	
Stories	
Residential sq. ft.	

If a property is a duplex, triplex or fourplex fill in the unit mix for each property:

UNIT MIX- DUPLEX/TRIPLEX/FOURPLEX	
Unit Mix	**Existing Unit Mix**
3 bedrooms	
4 bedrooms	
TOTAL UNITS	

Property 2:
Neighborhood: _____
Address: _____
City: _____ State: _____ Zip: _____
Supervisorial District: _____

Type of project:

☐ Acquisition ☐ Acquisition & Rehabilitation

Fill out the following for **each** property being proposed for acquisition/rehabilitation:

PROPOSED PROPERTY INFORMATION	
	Proposed Property (if applicable)
Home/Duplex/Triplex/Fourplex	
Bedrooms	
Stories	
Residential sq. ft.	

If a property is a duplex, triplex or fourplex fill in the unit mix for each property:

UNIT MIX- DUPLEX/TRIPLEX/FOURPLEX	
Unit Mix	**Existing Unit Mix**
3 bedrooms	
4 bedrooms	
TOTAL UNITS	

2.2 Project Narrative

Please provide the following information (no more than one page each):

A. A narrative of the purpose and the scope of your project. A description of the scope of your project and use of funds including number of units or number of homes you intend on financing or acquiring.

B. The cities and/or unincorporated areas in which you intend to locate properties.

C. Describe how you will implement a "Good Neighbor" strategy as required under the Single Family Affordable Rental Housing Program as described below:

Fifty-five (55) year Regulatory Agreements will be recorded on each property. Regulatory Agreements will require the developer to comply with regulations connected to funding sources, including but not limited to, interior and exterior property maintenance requirements, annual Housing Quality Standards (HQS) inspections, household size restrictions, tenant income eligibility, and tenant screening including criminal background checks, etc;

and;

Selected developers will be required to implement good neighbor strategies for each site identified through this program. Examples of good neighbor strategies include community outreach to neighbors and homeowners associations to educate them on the planned use of the property and to ensure that there is no major opposition to the project.

2.3 Fair Housing

An explanation of how the project affirmatively promotes fair housing.

2.4 Targeting

Indicate the number of Units/Homes targeted for the categories indicated in the table below.

Population Served	Senior	Homeless	Special Needs*	Large Families
No. of Units/Homes				

*i.e. Persons with mental or physical disabilities.

ATTACHMENT 3: CAPACITY AND EXPERIENCE

3.1 Project Team Members

Provide the name, address, contact person, telephone number, fax number, and e-mail address for all members of the project team that are applicable to this project. Please add any team members that may not be identified below.

Name of Applicant	Address	Address	City	State, Zip
Primary Contact Person/Title	Phone	FAX	E-Mail	Other names under which you have done business.

Name of Co-Applicant	Address	Address	City	State, Zip
Primary Contact Person/Title	Phone	FAX	E-Mail	Other names under which you have done business.

Name of Property Manager (if Applicant is also Property Manager list Applicant Name)	Address	Address	City	State, Zip
Primary Contact Person/Title	Phone	FAX	E-Mail	Other names under which you have done business.

Name of Legal Counsel	Address	Address	City	State, Zip
Primary Contact Person/Title	Phone	FAX	E-Mail	Other names under which you have done business.

Other	Address	Address	City	State, Zip
Primary Contact Person/Title	Phone	FAX	E-Mail	Other names under which you have done business.

3.2 Applicant Team Resumes

Attach to this section resumes of all the following:

A. All of the project team members

B. Other key staff person(s) from your organization assigned to this project

3.3 Organizational Experience

A. Describe the project team's experience in Affordable Rental Housing and/or the project team plan to build affordable housing development experience through this program.

3.4 Audit Requirements

Applicant shall submit a copy of the organization's most recent audited financials (within the last two years) by an independent certified CPA and a description of corrective action taken for any findings identified by the auditor. County shall have discretion if the developer did not use an independent certified CPA in the past but will for future audits.

ATTACHMENT 4: READINESS

4.1 Readiness

A. If awarded funding, describe how you will expend the funds in a timely manner including site identification, site acquisition, site control and rehabilitation.

B. Provide a schedule of planned activities and expenditure of funds.

Please fill out the table below:

Activity	Estimated Start Date	Estimated Completion Date
Property Identification		
Acquisition		
Rehabilitation		
Approval of other Grants or Loans (if applicable)		
Other		

4.2 Site Control (if applicable—not required at the time of application)

☐ Deed ☐ Option ☐ Other: _____

Lot Size: _____ sq. ft. _____ acres

Census Tract: _____ APN: _____

Legal Description: _____

Prior Use of Property: _____

Attach to this section evidence of site control (if applicable). The following are acceptable forms of evidence of site control:

- **Grant Deed and preliminary title report showing that the applicant holds fee title.**
- **A current, enforceable purchase agreement or option agreement between the applicant and the owner of the subject property.**
- **Other written evidence that constitutes a contract between the applicant and the owner of the subject property.**

4.3 Environmental Information Form

OC COMMUNITY SERVICES
1770 N. BROADWAY, SANTA ANA CA 92706
ENVIRONMENTAL INFORMATION FORM
NEPA (24 CFR Part 58) and CEQA

PROJECT TITLE:
PROGRAM ACTIVITY:
NAME OF SUBRECIPIENT:
FUND TYPE (S): ☐ CDBG ☐CDBG-**R** ☐ NSP ☐ HOME ☐ ESG ☐ NDAPP ☐ HSS ☐ HPRP ☐ SHP ☐ HSA
CONTRACT/IDIS NUMBERS:

PROJECT LOCATION: (Provide precise address and include Census Tract No. If confidential, please insert "Suppressed" and provide Census Tract No.)

PROJECT ACTIVITY LEVEL DESCRIPTION: (Please provide in detail the level of services you provide or the scope of rehabilitation and/or construction your project will involve. If needed, please use attachments.)

(Projects involving new construction, rehabilitation or acquisition activities <u>must</u> complete the SUPPLEMENTAL SITE INFORMATION portion of this form)

EXISTING ENVIRONMENTAL CONDITIONS: (Please, describe the surrounding environment around the project)

PREVIOUS GOVERNMENTAL ACTIONS/APPROVALS RECEIVED ON YOUR PROJECT: (If applicable, please list and attach a copy of any discretionary approvals you received on your project from a City or other County Agency.)

DISCRETIONARY APPROVAL (S) NEEDED FROM CITY/COUNTY TO COMPLETE YOUR PROJECT (S):

I hereby declare that the statements furnished above, including any exhibits attached hereto represent all information required fo assessment. Said statements together with any exhibits attached hereto are true and correct.

_____

Signature Title Date

ENVIRONMENTAL INFORMATION FORM
Supplemental Site Information
PLEASE PROVIDE ALL KNOWN INFORMATION AS REQUESTED – CHECK ALL BOXES THAT APPLY

(All Acquisition, Rehabilitation and New Construction Activities must include site photos and site plan)

Proposed Project Type: ☐ New Construction ☐ Acquisition
☐ Acquisition/Rehabilitation ☐ Other:

Description of the Proposal: Include all contemplated actions, which logically are either geographically, or functionally are a composite part of the project, regardless of the source of funding. [24 CFR 58.32, 40 CFR 1508.25]

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Proposed Site: Zoning Designation: _____General Plan Land Use Designation: _____

Is project in a floodplain? FEMA Map No: _____(attach copy indicate site)
Existing Use(s): ☐ Vacant ☐ Residential ☐ Commercial ☐ Industrial
☐ Other:_____
(Specify)

Size of Site: _____ ☐ Acres _____ ☐ Sq. Ft. Assessor's Parcel No: _____
Age of Existing Structures: _____ years Year built: _____

Prior Use(s)/Development(s): ☐ Residential ☐ Industrial ☐ Commercial

☐ Agriculture Other: _____

If residential use, number of units: ☐ Proposed ☐ Existing

☐ Studio # of units ____ ☐ 1 Bdrm # of units____

☐ 2 Bedroom # of units ____ ☐ 3 Bedroom # of units ____ ☐ 4+Bedroom____units

Total Number of Units: _____ Total Number of Buildings: _____

Existing Conditions and Trends: Describe the existing conditions of the project area and its surroundings. [24 CFR 58.40(a)]

_____
_____
_____
_____

Is current zoning and use appropriate for the proposed site? If not, present a plan for obtaining any discretionary approvals.

_____
_____
_____
_____

_____

_____

_____

_____

_____

Prior Analysis:
Have there been any prior Environmental Reviews completed for the proposed site or project within the last five (5) years.
If yes, please attach copies of the Environmental Review. ☐ Yes ☐ No

Has the site been involved in any other proposals previously submitted to this office? ☐ Yes ☐ No

Title of Prior Proposal: _____
Applicant's Name: _____
Eventual Result: ☐ Project Not Funded

☐ Project Funded $_____

☐ Project Completed Date Completed _____

☐ Project Cancelled Date Cancelled _____

Describe reasons why project was cancelled:

_____

_____

_____

_____

_____

4.4 Appraisal

A current appraisal prepared by a Certified General Appraiser must be prepared for each acquisition. For acquisitions which include rehabilitation, an appraisal must determine both the "as-is" and "after-rehab" values of the project. The appraisal must not be more than six (6) months old from the date of submission to the County. **Attach Appraisal to this application if you have already identified a property and have an appraisal. If not, an appraisal will be required at the acquisition phase.**

4.5 Lead Based Paint & Asbestos Report (if applicable)

For projects involving rehabilitation, provide a detailed lead paint and asbestos report that samples the entire structure including roof and flooring. **Attach Report if already completed at time of application.**

ATTACHMENT 5: BUDGET AND LEVERAGING

5.1 Summary of Requested Project Financing

OC Community Services Funding Request:	$
Leveraged Project Amount:	$
Total Project Amount*	$

* **Maximum Allowable Costs Per Unit:**

1. Acquisition costs shall not exceed $510,000*
   *Per 11/13/12 Data Quick Report, September 2012 Median Home Sales Prices in Orange County.
2. Rehabilitation costs shall not exceed $50,000, including contingency.
3. Developer fee shall not exceed 10% of Total Development Cost (TDC).
4. Total Development Cost (TDC) shall not exceed $650,000.

5.2 Funding Sources and Uses/Leveraging (List all sources of funding, including amount requested from OC Community Services).

A. Please complete charts below.

SOURCES OF FUNDS

Sources	Amount	Committed	
		Yes *	No
TOTAL			

* If committed, provide evidence of funding commitments (contract, letter, etc.) and place in this section.

USES OF FUNDS

Uses of Funds	Amount	Per Bedroom Cost
Acquisition Costs (including closing costs)		
Rehabilitation Costs*		
Holding Costs (insurance, maintenance)		
Replacement Reserves		
Soft Costs		
Other:		
TOTAL PROJECT COST	$0	$0

***Rehabilitation standards must meet or exceed Federal Housing Quality Standards (HQS)**

ATTACHMENT 6: APPLICANT CERTIFICATION

Applicant warrants and certifies that it will not during the term of the project, loan, contract, development and/or rendition of services discriminate against any employee, person, or applicant for employment because of race, age, sexual orientation, marital status, color, religion, sex, handicap, or national origin. The Applicant will take affirmative action to ensure persons who are employed are treated during employment, without regard to their race, age, sexual orientation, marital status, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to the following: employment, upgrading, promotion or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Applicant agrees to post in conspicuous places, available to employees and applicants for employment, notices regarding fair employment practices setting forth the provisions of this nondiscrimination clause.

The Applicant warrants and certifies that it will not without prior consent of OC Community Services, engage in any business pursuits that are adverse, hostile or take incompatible positions of interest to OC Community Services, during the term of the PROJECT, DEVELOPMENT, LOAN, CONTRACT and/or RENDITION OF SERVICES.

Applicant warrants and certifies that no member, commissioner, council-person, officer, or employee of OC Community Services, the Authority and/or the County, no member of the governing body of the locality in which OC Community Services was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, has during his or her tenure, or will for (1) year thereafter, have any interest, direct or indirect, in this PROJECT or the proceeds thereof.

Borrower Signature	Print Name
Date	Title
Co-Borrower Signature	Print Name
Date	Title

AUTHORIZATION
To Verify Applicant's Creditworthiness

PRIVACY NOTIFICATION. The information requested in this Application and Certification Statement is to be used by OC Community Services to assess the applicant's creditworthiness. Information provided that is contained in public records cannot be withheld from disclosure under the California Public Records Act Gov. Code Sections 6250 and 6254. All other information may be required to be disclosed outside the agency by state and/or federal law.

All information requested on this form, is mandatory. Failure to provide such information may result in disqualification of the application or a withdrawal of OC Community Services' commitment.

CRIMINAL PENALTIES. Any person who shall knowingly make or cause to be made in writing, either directly or indirectly, any false statement, with the intent that it shall be relied upon, for the purpose of procuring the loan secured by real property, shall be guilty of a criminal offense, punishable by a fine not exceeding ten thousand dollars ($10,000.00), or by imprisonment in a county jail not exceeding six months, or by both the fine and imprisonment. California Penal Code sections 532(a) and 532(f).

CONTINUING OBLIGATION. The applicant has a continuing obligation to provide OC Community Services with current and accurate information. Applicant must provide to OC Community Services all requested information, with an Applicant's Certification Statement for any individual or entity that OC Community Services, in its sole discretion, believes is necessary to evaluate the application (reasonably related to the applicant).

By signing below, authorization is hereby provided to OC Community Services to verify any and all information provided in the proposal, including, but not limited to, the organization's credit rating, status and payment history of real estate loans and performance on contracts with third parties. OC Community Services is further authorized to utilize photocopies of this authorization to obtain third party contractual and credit references and status of the organization's obligations. I understand that the confidentiality of the information I have furnished will be preserved except where disclosure of this information is required by applicable law.

CERTIFICATION/AUTHORIZATION. I, the undersigned, certify that the information provided to OC Community Services in this application is true and correct as of the date set forth below. My signature on this application package is an acknowledgment that any false or misleading statements of the information contained, may result in civil liability and liability for monetary damages to the lender, its agents, successors, and assigns, insurers, and any other person who may suffer any loss due to reliance upon any false or misleading statements which I have made on this Applicant Disclosure Statement.

Borrower Signature	Print Name
Date	Title
Co-Borrower Signature	Print Name
Date	Title

CERTIFICATION

The Borrower, _____, hereby certifies that the attached information/evidence of the Applicant's qualifications, background, and financial responsibility, including financial statements, are true and correct to the best of Applicant's knowledge and belief.

_____	_____
Borrower Signature	Print Name
_____	_____
Date	Title
_____	_____
Co-Borrower Signature	Print Name
_____	_____
Date	Title

ATTACHMENT 7: SAMPLE BOARD RESOLUTION

[Letterhead of Borrower]

RESOLUTION OF BOARD

OF

_____

WHEREAS, _____ is a _____ [status of Corporation, i.e. a Non-profit Public Benefit Corporation, qualified pursuant to the provisions of Internal Revenue Code Section 501 (c) (3), etc.]; and

WHEREAS, _____, recognizes that the community at large, and especially low-income residents have many diverse needs for social, housing, education and other services; and

WHEREAS, _____, is committed to effectively serving the communities referenced in the prior recital; and

NOW, THEREFORE BE IT RESOLVED as follows:

1. That _____ is committed to providing safe, decent and affordable housing for persons of very-low, low and moderate income levels;

2. That on or about _____, 2____, the Board voted to authorize the _____ [title of person authorized], or his designee, to apply for and accept assistance of the Project located at _____ [address], for the purpose of obtaining financing to provide for the _____ _____ [purpose, i.e. acquisition, rehabilitation, construction, etc.] of the Project, in an amount not to exceed _____ ($_____) from OC Community Services and/or the Orange County Housing Authority.

_____

Authorized Signature Typed Name

_____

Title Date Signed

ATTACHMENT 8:
EQUAL OPPORTUNITY PROGRAM FOR CONTRACTORS & MINORITY BUSINESS ENTERPRISE (MBE) & WOMEN OWNED BUSINESS ENTERPRISE (WBE)

OC Community Services and the Orange County Housing Authority are committed to an Equal Opportunity Program pursuant to applicable State and Federal laws and guidelines, which provide equal opportunity in all activities of the agency, including the employment of individuals and firms which contract with the County of Orange and OC Community Services.

CERTIFICATE OF COMPLIANCE

_____
(Name of Firm)

As an authorized official for the above named firm, I hereby certify by the signature affixed to this document that said firm will comply with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act and any other applicable Federal and State laws as well as any other applicable local, state and federal Equal Opportunity Programs.

If requested, I will submit an acceptable Equal Employment Opportunity Plan which addresses the affirmative actions that will be taken by this firm to correct any identified under-representation of targeted groups in the employment of this firm.

Furthermore, OC Community Services has established guidelines to affirmatively further contracting opportunities for Minority Business Enterprises (MBE's), and Women-owned Business Enterprises (WBE's). These guidelines pertain to applicants for funds under all of OC Community Services programs and they are designed to:

- Promote the employment of disadvantaged businesses by providing increased opportunities to MBE's/WBE's for participation in OC Community Services funded projects.
- Establish records for review by OC Community Services that include a process for tracking MBE's/WBE's.
- Establish and maintain a records system that clearly documents actions taken by bidding entities (i.e. Contractor), to comply with Executive Orders 11625, 12432, and 12138.
- Provide clear and concise information to Prime Contractors on how to qualify as a MBE/WBE.

_____	_____
Name of Authorized Official	**Title**
_____	_____
Signature of Authorized Official	**Date**

ATTACHMENT 9:
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that it is the "applicant" within the meaning of 200.410 of the HUD Regulations and Agrees that there shall be no discrimination against any employee who is carrying out work receiving HUD assistance, or against any applicant for such employment, because of race, creed, color or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The applicant further agrees to the following:

(1) It will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the Regulations of the President's Committee on Equal Opportunity, which is paid for in whole or in part with funds obtained pursuant to a HUD program, the equal opportunity clause set forth in HUD Regulations 200.420;

(2) It will be bound by said equal opportunity clause in HUD assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of Government;

(3) It will cooperate actively with HUD and the President's Committee on Equal Employment Opportunity in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the regulations and relevant orders of the Committee;

(4) It will furnish HUD and the Committee such information as they may require for the supervision of such compliance and will otherwise assist HUD in the discharge of its primary responsibility for securing compliance;

(5) It will refrain from entering into any contract of contract modification subject to Executive Order 11114 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to Part III,subpart D of Executive Order 10925;

(6) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by HUD or the Committee pursuant to Part III, subpart D of Executive Order 10925; and

(7) In the event that it fails and refuses to comply with its undertakings, the applicant agrees that HUD agency may cancel, terminate or suspend in whole or in part any contractual Arrangements it may have with the applicant, may refrain from extending any further assistance under any of its programs subject to Executive Order 11114 until satisfactory assurance of future compliance has been received from such applicant, or may refer the case to the Department of Justice for appropriate legal proceedings.

Applicant Name _____

By _____

Title _____

ATTACHMENT 10:
EVIDENCE OF COMPLIANCE WITH PREVIOUS OC COMMUNITY SERVICES LOANS

PUT "N/A" IF NOT APPLICABLE TO YOUR AGENCY

Borrower/Developer Name: _____

Purpose for Compliance Review _____

Part A – Current or previous loans with OC Community Services and/or the Orange County Housing Authority

Project	Original Loan Amount	Purpose (Grant/Loan)
1		
2		
3		

Signed: _____ Date: _____

Part B - Compliance Monitoring (*to be completed by OC Community Services Staff)*

The Project(s) listed above is/are in compliance: YES NO

Annual Reports/GPRs are submitted when due: YES NO

Comments: _____
_____
_____
_____
_____

Signed: _____ Date: _____

Part C – Loan Monitoring *(to be completed by OC Community Services Accounting Staff)*
The Project(s) listed in Part A above is/are in compliance with the terms of repayment of their loan, except for the following:

Project	Original Loan Amount	**Default or Other Compliance Issue**

Signed: _____ Date: _____

EXHIBITS

EXHBIT 1:
MODEL DOCUMENTS/COMMITMENT LETTER

All selected applicants will be required to execute standard set of loan documents and restrictive covenants, and such additional agreements, contracts, instructions, and instruments necessary or appropriate, which incorporate the business and financial terms of the loan.

EXHBIT 2:
INSURANCE REQUIREMENTS

Indemnification Provisions: Sub-recipient agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

Insurance. While any obligation of Sub-recipient under any Loan Document remains outstanding, Sub-recipient shall maintain at Sub-recipient's sole expense, the following policies of insurance in form and substance as follows:

Sub-recipient Organizations:

(a) Commercial general liability insurance with a limit of $1,000,000 per occurrence and a $2,000,000 aggregate;

(b) Commercial auto liability insurance covering all owned, non-owned and hired autos with a limit of $1,000,000 per occurrence;

(c) Statutory Workers' compensation insurance and Employer's Liability with a minimum limit of $1,000,000 per occurrence;

(d) Professional liability insurance with a limit of $1,000,000. If coverage is written on a claims made basis, coverage shall be maintained for two years following the completion of contract; and,

(e) All such insurance shall be endorsed to provide that said insurance may not be canceled or materially modified without 30 days' prior written notice to the County. The County shall be an additional named insured as to the policies required pursuant to subparagraph (a) and (b) above, and such insurance shall be primary and any insurance maintained by the County shall be excess and non-contributing. All policies shall waive all rights of subrogation against the County, its elected and appointed officials, officers, agents, and employees. The general liability policy shall contain a severability of interests endorsement. Certificates of insurance and endorsements for all of the above policies (and/or original policies, if required by the County from time to time), showing the same to be in full force and effect, shall be delivered to the County.

(f) Crime coverage may also be required if an exposure exists for employee dishonesty. The limit of insurance will be adequate to cover the potential loss exposure and the County of Orange shall be the Loss Payee. This shall be evidenced by an endorsement to the policy.

(g) No such insurance shall include deductible amounts to which the County has not previously consented in writing. All insurance policies required by this Loan Agreement shall declare any deductible or self-insured retention (SIR). Amounts in excess of $25,000 shall specifically be approved by the County's Risk Manager, CEO/Risk Management. Borrower shall be solely responsible for the reimbursement of any deductible to the insurer.

(h) The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or by ambest.com shall be A- (Secure Best's Rating) and VIII (Financial Size Category). If the proposed carrier is a non-admitted carrier in the State of California, the County's Risk Manager, CEO/Risk Management reserves the right to approve or reject said proposed carrier after a review of said carrier's performance and financial ratings.

(i) Sub-recipient shall file with the County, prior to the funding of the Loan, an original Certificate of Insurance together with all required endorsements evidencing that the coverage required under this Loan Agreement is in full force and effect. If Sub-recipient is self-insured, Sub-recipient shall provide County, before commencement of services under this Loan Agreement, a letter of self-insurance verifying all the stated coverage minimums and comparable terms.

Sub-recipient Borrowers:

(a) Fire and hazard "all risk" insurance with boiler and machinery coverage (boiler and machinery coverage is only applicable to commercial properties), covering one hundred percent (100%) of the replacement cost of the Project in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in the locality where the Project is situated (including insurance against loss by flood if the Project is located in an area now or hereafter designated as subject to the danger of flood, but excluding insurance against loss by earthquake); and

(b) Rent loss insurance for repair or restoration for a period of at least one year (applicable to commercial properties).

General Contractors:

General Contractors hired by Sub-recipients to perform new construction or major structural renovations shall provide the following insurance:

(a) Commercial general liability insurance with a limit of $1,000,000 per occurrence and a $2,000,000 aggregate;

(b) Commercial auto liability insurance covering all owned, non-owned and hired autos with a limit of $1,000,000 per occurrence;

(c) Statutory Workers' compensation insurance and Employer's Liability with a minimum limit of $1,000,000 per occurrence; and

(d) Builder's all-risk insurance covering one hundred percent (100%) of the replacement cost of the Project during the course of any construction or reconstruction in the event of fire, lightning, windstorm, vandalism, malicious mischief, and all other risks normally covered by all-risk policies in the locality where the Project is situated (including Insurance against loss by flood if the Project is located in an area now or hereafter designated as subject to the danger of flood, but excluding insurance against loss by earthquake); and

(e) The County retains the rights at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the County, the insurance provisions in this Loan Agreement do not provide adequate protection for the County, the County may require Sub-recipient to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The County's said additional requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required. County shall notify Sub-recipient in writing of changes in the insurance requirements. If Sub-recipient does not deposit copies of acceptable certificates of insurance and endorsements with the County incorporating such changes within thirty (30) days of receipt of such notice, said failure shall constitute, at the option of County, an Event of Default (hereinafter defined in Article VIII) this Loan Agreement without further notice to Sub-recipient.

The procuring of such required policy or policies of insurance shall not be construed to limit Sub-recipient's liability hereunder nor to fulfill the indemnification provisions and requirements of this Loan Agreement.

EXHIBIT 3:
EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the…..government entity for California purposes and who receives compensation or executes a Contract for services performed for that….government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social Security Number
Address
Start and expiration dates of Contract
Amount of Contract

First Name & Middle Initial	Last Name
Social Security No.	
Contract Number	$ Dollar Value of Contract
Start Date	Expiration Date

EXHIBIT 4:
COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT CERTIFICATION REQUIREMENTS

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the successful SUBRECIPIENT must furnish to the CONTRACT Administrator, Purchasing Agent or the agency/department Deputy Purchasing Agent:

1. In the case of an individual SUBRECIPIENT, his/her name, date of birth, Social Security number, and residence address;

2. In the case of a SUBRECIPIENT doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; A certification that the SUBRECIPIENT has fully complied with all applicable federal and state reporting requirements regarding its employees; and

3. A certification that the SUBRECIPIENT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of CONTRACT _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the SUBRECIPIENT to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

The successful SUBRECIPIENT may use the forms supplied herein, to furnish required information listed above.

County of Orange Child Support Enforcement Certification Requirements (blank form)

A. In the case of an individual SUBRECIPIENT, his/her name, date of birth, Social Security number, and residence address:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

_____

B. In the case of a SUBRECIPIENT doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

_____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

_____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

_____

(Additional sheets may be used if necessary)

C. A certification that the SUBRECIPIENT has fully complied with all applicable federal and state reporting requirements regarding its employees; and

D. A certification that the SUBRECIPIENT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of CONTRACT _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

_____

Authorized Signature Print Name Title

EXHIBIT 5:

HOME RENTS/
HOUSING CHOICE VOUCHER PROGRAM PAYMENT STANDARDS

Based on type of funding utilized, the most restrictive rents will be applied. Below are current rents under the HOME program for reference.

---------- 2012 HOME PROGRAM RENTS ----------

Orange County, CA HUD Metro FMR Area	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
LOW HOME RENT LIMIT	843	903	1083	1252	1397	1541	1685
HIGH HOME RENT LIMIT	1076	1154	1387	1594	1759	1922	2085
For Information Only:							
FAIR MARKET RENT	1226	1384	1652	2338	2691	3095	3498
50% RENT LIMIT	843	903	1083	1252	1397	1541	1685
65% RENT LIMIT	1076	1154	1387	1594	1759	1922	2085

*HOME Rents and Income Limits change annually. More information can be found at www.hud.gov.

PAYMENT STANDARDS
FOR HOUSING CHOICE VOUCHER PROGRAM 2012-13

The following Payment Standards will be used by the Orange County Housing Authority for administration of the Housing Choice Voucher Program effective on October 1, 2012. These amounts are based on Fair Market Rents (FMRs) published by HUD.

TRADITIONAL RENTAL HOUSING UNITS

Number of Bedrooms (BR):	**OBR**	**1BR**	**2BR**	**3BR**	**4BR**
Payment Standards:	**$1,190**	**$1,350**	**$1,610**	**$2,290**	**$2,625**
***Restricted Payment Standards:** (For selected cities/Reasonable Accommodation)	**N/A**	**$1,423**	**$1,735**	**$2,455**	**N/A**

Payment Standards for unit sized larger than 4 bedrooms are calculated by adding 15 percent to the 4 bedroom Payment Standard for each extra bedroom.

***OCHA has designated the following "high rent areas" of the county to qualify for Restricted Payment Standards: Aliso Viejo, Dana Point, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Mission Viejo, Newport Beach, Rancho Santa Margarita, San Juan Capistrano, San Clemente, Tustin, and unincorporated areas south of the 55 freeway.*

UTILITY ALLOWANCES

Utility allowances will be determined individually for each project. Utility allowances for each project will be updated annually.