



REQUEST FOR PROPOSALS AFFORDABLE HOUSING DEVELOPMENT

**No Place Like Home
2019 Competitive Allocations**

Proposals are due to the County of San Bernardino by October 31st at 4pm

A. Background and Introduction

The California Department of Housing and Community Development (HCD) issues both competitive and non-competitive funding for the No Place Like Home (NPLH) program. On October 30, 2018 HCD announced the availability of approximately \$190 million in “Round 1” competitive funding for the NPLH program and those applications were submitted to the State in January 2019. On September 30, 2019, HCD announced the availability of “Round 2” NPLH competitive funding. It is expected that there will be a total of 4 rounds of NPLH funding allocations statewide over the course of the NPLH program.

The Community Development and Housing Department (CDH) is the lead agency County for NPLH funding. CDH is requesting proposals from qualified housing developers (hereinafter referred to as “Applicants”) interested in applying jointly with the County of San Bernardino (hereinafter referred to as the “County”) for the NPLH non-competitive and/or “Round 2” competitive funding. Applicants may now apply for the “Round 2” competitive allocation. Proposals submitted in response to this County-issued Request for Proposals (RFP) will be for the development of five (5) or more affordable housing units dedicated to the serious mental illness who are Homeless, Chronically Homeless or At-Risk of Chronic Homelessness (target population). Successful Applicants will assume responsibility for all aspects of the development, property operations and maintenance, in accordance with applicable federal, state and local laws and all applicable financing regulations. The successful Applicant(s) will coordinate with the County on all aspects of the application to HCD and, if successfully funded, will continue to coordinate on all aspects of the development of the property and the project operations.

The County of San Bernardino is looking to achieve a multi-year pipeline of projects based upon funding availability. The current RFP deadline for consideration of the NPLH 2019 State competitive process is **October 31, 2019**. However, the County may choose to work with a developer and its proposed development for future 2020 or 2021 State NPLH Competitive rounds (to be announced at a future date.) **While the County 2019 RFP requests proposals for projects that are solely looking for NPLH Capital and COSR competitive funds without any additional subsidy from the County. However the County in the future will issue RFPs or Notice of Funding Available (NOFAs) requesting submissions that propose more innovative housing prototypes and financing methods. These future RFPs and NOFAs will be based on future funding availability and the County may consider providing additional subsidy as gap financing projects to be considered in 2020 and 2021.**

B. Authorizing Legislation, Program Guidelines, and Regulations

In response to this RFP, Applicants should be prepared to comply with the purpose and all requirements of the State Housing and Community Development (HCD) NPLH Program.

The NPLH Program institutes the edicts set forth in AB 1618 (Chapter 43, Statutes of 2016), as amended by AB 1628 (Chapter 322, Statutes of 2016, effective September 2016), and the 2018 NPLH Act (AB 1827, Assembly Bill Budget Committee). The statutes are actualized in the NPLH Program Guidelines dated July 17, 2017 (hereinafter referred to as the “Guidelines”) and any subsequent updates as of publication of this RFP. The Guidelines establish terms, conditions and procedures for the award of funds under both the competitive and the non-competitive allocations. Except as otherwise provided in the Guidelines, multifamily rental housing projects submitted under this RFP are also subject to HCD’s

current Uniform Multifamily Regulations (UMRs) and may be subject to California competitive bidding and prevailing wage law.

All applications and projects must comply with the requirements of HCD’s NPLH 2018 NOFA Non-competitive Allocation Funds dated August 15, 2018 as amended October 25, 2018 and any subsequent amendments as well as the NPLH competitive allocation NOFA released by HCD on September 30, 2019. The NPLH Program Guidelines and NOFAs are available on HCD’s NPLH Program Website: <http://www.hcd.ca.gov/grants-funding/active-funding/nplh.shtml#guidelines>.

The purpose of this RFP is to ultimately identify developer partners to apply for “Round 2” of the NPLH competitive funding allocation only. The amount of the “Round 2” competitive funding allocation from HCD all large counties, including San Bernardino, is \$90,871,339.

C. Application Process and Timeline

Release of County of San Bernardino RFP	September 20, 2019
Release of HCD NPLH Competitive NOFA	September 30, 2019
Deadline for Submittal of Questions	October 15, 2019
County RFP Informational Conference	October 24, 2019
Release of Transcript of Q&A from County Informational	October 30, 2019
Deadline for County RFP Proposals	October 31, 2019 @ 4:00pm
Applicant Interviews (as needed)	November 18, 2019 – November 22, 2019
Tentative Date for County RFP Selection Announcement*	November 25, 2019
County Board of Supervisors Recommendation and Approval	December 10, 2019
Final NPLH Applications Submitted to HCD	January 8, 2020
* Once a NPLH application is selected, County staff will work with the Applicant to finalize the HCD NPLH application along with the required supportive services plan. It is the County’s intention to gain the greatest benefit from NPLH allocations for all residents, however, at any time during the application finalization phase, the County, at its sole discretion, may opt not to submit a NPLH project application to HCD. All dates listed above are approximate. Consequently, the dates referenced in the table above along with project requirements will be adjusted accordingly at the County sole discretion. If this occurs, notification of such amendment will occur.	

Applicants with a disability may request accommodation regarding the means of communicating this RFP or participating in this RFP process. For more information, contact Felicia Brown-Smith by email at Felicia.Brown-Smith@cdh.sbcounty.gov or by phone at (909) 387-4411.

D. Pre-Application Questions

Questions regarding the contents of this RFP may be submitted in writing at any time. However, if aiming to apply by the October 31, 2019 deadline, questions must be received by October 15, 2019. Questions must be directed to the individual listed below under Section F. However, please note that it is the responsibility of the Applicant to periodically check the CDH website (<http://www.sbcountyadvantage.com/About-Us/Community-Development-Housing.aspx>) for updates, frequently asked questions (FAQs) and any other information related to the HCD NPLH Program.

E. Pre-Application Meeting

The County will host a pre-application meeting. Pre-application questions submitted by the October 15, 2019 deadline will be addressed at the pre-application meeting. Further, the County team will be available to process and field questions during this meeting. Pre-Application Meeting will be at:

County of San Bernardino
October 24, 2019 1:00 to 3:00 pm
Community Development and Housing Department
385 N. Arrowhead Ave. Third Floor
San Bernardino, CA 92415

F. Application Submittal Requirements

Proposals must be received by CDH on October 31, 2019 by 4pm. Proposals that are submitted beyond the October 21, 2019 deadline will be considered on a rolling basis, based on funding availability. Four original physical applications and one electronic version on a flash/jump drive should be submitted to:

County of San Bernardino
Community Development and Housing Department
Attn: Felicia Brown-Smith
385 N. Arrowhead Ave., Third Floor
San Bernardino CA 92415
Email – Felicia.Brown-Smith@cdh.sbcounty.gov

Application templates for the NPLH Program can be found by clicking on the following link:
<http://www.hcd.ca.gov/grants-funding/active-funding/nplh.shtml>.

Please submit the following items in your RFP response:

1. **Completed, signed, and dated Cover Page.** Please see Attachment A.
2. **HCD Universal Rental Project Application Form and NPLH Supplement.** Please include the following required elements as follows:
 - a. Evidence of Site Control (e.g. Grant Deed, Lease Agreement, Option or Purchase Agreement, etc.);
 - b. Evidence of compatible land use or a brief description of land use approvals necessary for the projects to move forward (e.g. zone change, General Plan Amendments, etc.);
 - c. Architectural Plans (site plans, elevations, etc.);

- d. Commitment letters for all other committed construction and other permanent funding;
- e. Evidence of environmental clearances, including CEQA and NEPA, if applicable. If not applicable, provide a brief description of how this determination has been made;
- f. Phase I Environmental Site Assessment and any additional documentation recommended (e.g. Phase II Environmental Site Assessment);
- g. Development Sponsor Governing Body Resolution;
- h. Property Management Plan;
- i. Payee Data Record;
- j. COSR Eligibility;
- k. Attestation of required past experience with permanent supportive housing (memo or letter format is acceptable).

3. Funding Narrative. Please provide a brief narrative of the funding sources proposed for the project, including the following elements:

- a. Terms of financing;
- b. Commitment status, must be an enforceable funding commitment;
- c. Description of any population restrictions (e.g. low-income, homeless, chronically homeless, disabled, veteran, etc.) imposed by all of the proposed funding sources.

Please note that, while subsidy layering among HCD and non-HCD sources is technically permitted, it is important to note that, to the extent that other financing sources will restrict units within the shared project, the County has an interest in minimizing the eligibility requirements that prospective tenants face when seeking NPLH housing. Utilizing multiple sources of HCD funding on the same NPLH Assisted Unit is generally prohibited (Article II, Section 200, Subsection e) with few exceptions.

4. Supportive Services Plan. The supportive services plan will be refined in concert with the County of San Bernardino Department of Behavioral Health (DBH) when successful Applicants are finalizing the NPLH Application to be submitted to HCD. Tenant participation in supportive services by tenants is voluntary and flexible to ensure a low-barrier “Housing First” approach to leasing up. The Supportive Services Plan must provide services for at least 20 years and must include the following required elements:

- a. Case management;
- b. Peer support activities;
- c. Assessment, crisis counseling, individual and group therapy opportunities;
- d. Substance Use Disorder (SUD) prevention, treatment and relapse strategies;
- e. Linking tenants with health and dental care, including medication management and wellness activities;
- f. Benefits counseling for Medi-Cal, Medicare, ADA certification and SSI/SSP;
- g. Basic housing retention skills such as housecleaning, cooking, laundry and money management).

Optional supportive services to be included in the plan are strongly encouraged. Examples of such services include but are not limited to:

- h. Links to community based resources such as food pantries and free or subsidized transportation;
- i. Independent living skills;

- j. Socialization and recreation opportunities;
- k. Education and employment services.

To the extent Applicants intend to provide these services, please provide the information pertaining to these services requested in Tab 3 “Supportive Services Plan” of the NPLH Supplemental Application.

- 5. **A Pro-Forma.** Along with the NPLH Universal Application or NPLH Supplemental Application, Applicants are required to submit a pro-forma in the RFP response to demonstrating the financial analysis associated with proposed project. PDF formats required.

Note: Project-based Vouchers (PBVs) and County Resources:

Please note that project-based vouchers (or PBVs) are not a source of funds/subsidy that the County of San Bernardino is able to offer applicants at this time nor in the foreseeable future. This is the case for all forms of vouchers (e.g. Section 8 vouchers, PBVs with a capped subsidy payment, VASH vouchers, etc.). As a result, applicants that are in need of rental subsidy in order to make their proposed project financially feasible should include NPLH COSR funding for the NPLH units. It is anticipated the NPLH term will be 20 years. This pertinent fact should be included into the proposed pro-forma to ultimately determine the financial gap and additional public subsidy required to ensure overall project affordability for 55 years.

As mentioned previously the future County RFPs and NOFAs to be based release may consider future providing additional subsidy as gap financing projects to be considered in 2020 and 2021. However the 2019 RFP should not consider using County PBV's as a way to cover the financial gap. Submitted project proposals that do not take the lack of availability of project-based vouchers into consideration will be deemed incomplete.

- 6. **Site Data Sheet.** Please see and complete Attachment B.
- 7. **No Place Like Home (NPLH) Self Scoring Sheet.** Please see and complete Attachment C.
- 8. **Minimum Applicant Requirements.** Please see and complete Attachment D.
- 9. **RFP Exceptions.** Please see and complete Attachment E.
- 10. **Additional Items Submitted With Proposal.** Please see and complete Attachment F.
- 11. **Contract Requirements.** Please see Attachment G.

G. Project Selection Criteria

The County will review all projects for threshold eligibility as defined in the HCD NPLH competitive RFPs (Section II – Program Requirements) and the NPLH Program Guidelines. Projects that meet the threshold criteria will be ranked in accordance with HCD’s scoring criteria with the intent of selecting the most shovel ready projects under the non-competitive allocation and the most competitive projects

under the “Round 2” allocation. The County will also consider the following when prioritizing projects accepted for submission to HCD:

1. Projects that provide new/additional units for the target population;
2. Projects that do not layer or compound tenant eligibility criteria for NPLH units to meet the requirements of diverse financing. In other words, if another financing source is requiring that a percentage of units be restricted to homeless households, projects that agree to maintain NPLH units separate from other restricted units will be prioritized;
3. Projects that can commit to utilizing the NPLH allocation.

Award of funds are conditional on acceptance or eligibility for available state funding sources. Funding is contingent upon the Applicant obtaining enforceable funding commitments from all other necessary sources of funding. The County reserves the right to negotiate and award an allocation of funds to multiple Applicants. By the act of submitting a proposal, Applicants acknowledge and agree to comply with all applicable laws, regulations, and guidelines, and the terms and conditions of this RFP.

Note: Requests for Additional Information

The RFP Evaluation Committee may directly request additional information and/or clarifications of Proposals from one (1) or more Applicants. The purpose of any such request for additional information and/or clarifications shall be to ensure the RFP Evaluation Committee’s full understanding of the proposed NPLH housing project. If clarifications are made as a result of such discussions, the Applicant shall put such clarifications in writing. Any delay caused by an Applicant’s failure to respond to such a request for clarification or interview may lead to rejection of the Proposal.

H. Additional County Terms and Conditions

As stated previously, the future County RFPs and NOFAs to be released will be based on future funding availability and the County may consider providing additional subsidy as gap financing projects to be considered in 2020 and 2021. At that time if County resources are proposed in the those future projects in addition to NPLH competitive or any other funding being requested, the following are a list of County underwriting practices, this list is not comprehensive:

- For all tax credit funded projects the County imposes a hard cap of \$1.8 Million on the developer fee unless the complexity of the project warrants otherwise (e.g. larger community benefit projects, projects including a library or park, etc.). Some of the developer fee may be deferred. If proposing a 4% Low Income Housing Tax Credit (LIHTC) projects, any additional developer fee above \$1.8 Million must be contributed as equity or a capital contribution.
- The County’s standard interest rates on all loans in 3%.
- Debt Service Coverage Ratio needs to be at least 1.15, however if the Project has limited cash flow then it will need to increase the Ratio to ensure repayment during the loan term.
- County standard is that all projects have adequate Capital and Operating Reserves.
- Residual receipts estimates should assume a 50/50 split.
- The County will charge:

- an annual monitoring fee, as the County is required to perform physical systems checks and unit monitoring. Cost of compliance with State or Federal wage rates are borne by the project.
- A 55-year affordability period will be required, the covenants enforced during the affordability period will ensure that the units remain restricted to serve households that are extremely low- or low-income, or income limits as dictated by the funding source(s), meet chronically homeless/ at risk of chronic homelessness and Severe Mental Illness (SMI) definitions. The structure of the covenants during the affordability period may reflect, thusly:
 - Federal funding: If federal funding sources are used, the covenants will be bifurcated to reflect a covenant period that conforms to the funding requirements. The covenant structure will be comprised of a 20-year federally-imposed covenant period AND a 35-year County-imposed covenant period; or
 - Non-federal funding: If no federal funding is used, the 55-year affordability covenants will be County-imposed.
- The County generally does not subordinate the Regulatory Agreement. However, the County may, at its sole and absolute discretion, choose to subordinate the Deed of Trust if specific conditions are satisfied.
- In considering the units assisted by the County (as compared to the units in the entire development), the County may elect, at its sole and absolute discretion, to restrict up to 100% of the units in the Regulatory Agreement, deed restrictions, and/or Promissory Note.
- The County will not waive any Applicant requirements associated with Payment and Performance Bonds.

All responses to this RFP will become the exclusive property of the County.

This RFP does not commit the County to move forward with the proposed development or pay any costs incurred in the preparation of proposals. The County reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP process, to obtain additional information from any and all potential Applicants and to waive any defects as to form or content of the RFP or any response thereto.

The County reserves the sole right to evaluate each proposal and to accept or reject any and all proposals received as a result of this RFP process.

Public Records Act – All proposals and other material submitted become the property of the County and are subject to release according to the California Public Records Act (Government Code §6250). All proposal information, including financial information, will be held in confidence during the evaluation and negotiation process. Thereafter, proposals are subject to becoming a non-exempt public record. If an Applicant believes that any portion of its proposal is exempt from public disclosure, it must indicate the specific portions believed to be confidential and not subject to disclosure. The Applicant must also include a brief description that sets out the reason(s) for exemption from disclosure. Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that do not meet the

requirements of this section will not be considered. The County will use reasonable means to ensure that such information is safeguarded, but will not be held liable for inadvertent disclosure of the information. By submitting a proposal with portions identified as "Confidential," Applicant represents that it has a good faith belief that such portions are exempt from disclosure under the Public Records Act. Applicant may be requested to obtain legal protection from disclosure should a Public Records Act request be received. In the event the County does not disclose the information marked "Confidential," Applicant agrees to reimburse the County for, and to indemnify, defend (with counsel approved by the County) and hold harmless the County, its officers, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses, including without limitation, attorneys' fees, expenses and court costs of any nature arising from or relating to the County's non-disclosure of any such designated portions of a proposal.

Please note that there are a number of additional County-imposed contract requirements. Applicants are required to review these additional contract requirements (found in Attachment G and incorporated herein by this reference) in their entirety and attest to that fact by signing Attachment E: Exceptions to RFP.

Thank you in advance for your interest in partnering with the County of San Bernardino on this highly critical and important mission.

ATTACHMENT A – COVER PAGE

APPLICANT'S NAME (*name of firm, entity, or organization*):

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

DUNS NUMBER: _____

NAME AND TITLE OF APPLICANT'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

APPLICANT'S ORGANIZATIONAL STRUCTURE

___ Corporation ___ County ___ Proprietorship ___ Joint Venture

___ Other (explain): _____

If Corporation, Date Incorporated: _____ State Incorporated: _____

States Registered in as foreign corporation: _____

APPLICANTS SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

APPLICANT'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

ATTACHMENT B – SITE DATA SHEET

Project Address: _____

APN's: _____

Zoning: _____

Site Acreage: _____

Number of Buildings: _____

Square Footage of Buildings: _____

Number of Parking Spaces: _____

Amenities (current): _____

Amenities (proposed): _____

SURROUNDING LAND USES:

North: _____

South: _____

East: _____

West: _____

INDICATE THE LOCATION OF THE FOLLOWING TO THE SITE:

	Name	Distance from site	Street Location
Public Transportation:			
Elementary School:			
Intermediate School:			
High School:			
Park:			
Day Care:			
Medical Services:			
Grocery Store:			

ATTACHMENT C – NO PLACE LIKE HOME SELF SCORING SHEET

Project Name: _____

Developer Name: _____

Signed: _____

<p><u>Points Awarded</u></p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Applications shall be evaluated using the following criteria. Total available points equal 92.</p> <p>(a) Development Team Experience – 5 points maximum. Applications will be scored based on their development, ownership, and operation experience with supportive housing and the target population, above the minimum threshold.</p> <p>(b) Leverage of Development Funding –20 points maximum Ratio of Total Development Cost funded by non-NPLH sources to the Total Development Cost funded by NPLH expressed as a percentage. For 9% projects multiply by .08; for all other projects, multiply by .13. (See NPLH Guidelines) Exclude: operating reserves and deferred developer fee. Include: tax credit and bond proceeds, value of donated land.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th colspan="2" style="text-align: center;">Leverage of Development Funding</th> </tr> </thead> <tbody> <tr> <td style="width: 70%;">1. Total residential Development Cost</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>2. Subtract: Deferred Developer Fee</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>3. Subtract: Land Donation where value is not established by current appraisal</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>4. Subtotal: Eligible Residential Development Costs (1 – 2 – 3)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>5. Percentage of Total Residential Development Cost attributed to NPLH Units (# of NPLH Units/Total Units)</td> <td style="text-align: right;">%</td> </tr> <tr> <td>6. Funding Attributable to NPLH Assisted Units (4 x 5)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>7. Less: NPLH Maximum Competitive Capital Loan Amount</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>8. Other Development Funds (Non-HCD) Attributable to NPLH Assisted Units (6 – 7)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>9. Other Development Funds as a percentage of NPLH Competitive capital funds (8 / 7 x 100) rounded to nearest whole percentage</td> <td style="text-align: right;">%</td> </tr> <tr> <td>10. Is this project applying for or receiving 9% Tax Credits? Yes/No</td> <td></td> </tr> <tr> <td colspan="2">9% Tax Credits: Multiply item 9 with 0.08</td> </tr> <tr> <td colspan="2">4% Tax Credits: Multiply item 9 with 0.13</td> </tr> <tr> <td colspan="2">(Maximum of 20 points)</td> </tr> </tbody> </table>	Leverage of Development Funding		1. Total residential Development Cost	\$	2. Subtract: Deferred Developer Fee	\$	3. Subtract: Land Donation where value is not established by current appraisal	\$	4. Subtotal: Eligible Residential Development Costs (1 – 2 – 3)	\$	5. Percentage of Total Residential Development Cost attributed to NPLH Units (# of NPLH Units/Total Units)	%	6. Funding Attributable to NPLH Assisted Units (4 x 5)	\$	7. Less: NPLH Maximum Competitive Capital Loan Amount	\$	8. Other Development Funds (Non-HCD) Attributable to NPLH Assisted Units (6 – 7)	\$	9. Other Development Funds as a percentage of NPLH Competitive capital funds (8 / 7 x 100) rounded to nearest whole percentage	%	10. Is this project applying for or receiving 9% Tax Credits? Yes/No		9% Tax Credits: Multiply item 9 with 0.08		4% Tax Credits: Multiply item 9 with 0.13		(Maximum of 20 points)	
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ATTACHMENT C – NO PLACE LIKE HOME SELF SCORING SHEET (Cont’d)

	<p>c) Readiness to Proceed – 60 points maximum.</p> <p>For any sections that are not applicable, award full points in that subcategory:</p> <p>(1) <u>Enforceable Funding Commitment: Construction Financing.</u> Projects utilizing 9% credits may receive 5 points; All other projects may receive 10 points for this rating factor;</p> <p>(2) <u>Enforceable Funding Commitment: Permanent Financing.</u> Projects utilizing 9% credits may receive 5 points; All other projects may receive 15 points for this rating factor;</p> <p>(3) <u>Environmental Approval.</u> Completion of all necessary environmental clearances, (California Environmental Quality Act and National Environmental Policy Act), and completion of a Phase I Environmental Site Assessment and Phase II environmental studies, if necessary (10 points).</p> <p>(4) <u>Discretionary Approval.</u> Obtaining all necessary and discretionary public land use approvals except building permits to the extent such approval is required (15 points).</p>
	<p>(d) Extent of On-Site and Off-Site Supportive Services – 7 points maximum</p> <p>Developers must submit a Resident Supportive Services Plan and must define their plan to:</p> <p>(1) Case management services provided onsite (5 points); and</p> <p>(2) Resident involvement, such as strategies to engage tenants in community building and services planning and operations, and tenant satisfaction surveys to inform and improve services provision, building operations, and property management (2 points).</p>
<u>Total</u>	

ATTACHMENT D – MINIMUM APPLICANT REQUIREMENTS

The following requirements apply to all prospective Applicants.

	Requirement	Agree (initial)	Agree with qualification (initial and attach explanation)
	Have no record of unsatisfactory performance. Applicants who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Applicant, shall be presumed to be unable to meet this requirement.		
	Have the ability to maintain adequate files and records and meet statistical reporting requirements.		
	Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.		
	Have at least five (5) years' experience providing this type of service.		
	Provide references of a minimum of five (5) government agencies, involving the Applicant's delivery of services that demonstrate the ability of the Applicant to provide comprehensive affordable housing development services as outlined in this RFP. All references must have current names, titles, phone and emails.		
	Good Standing: Applicants and Applicants' team members must be in good standing with CDH and/or DBH on all previous grants, loans, or subsidy commitments. In addition, Applicant must affirm that there are no defaults or negative collection actions relating to any financial obligation, either to the County or to any other public agency or private lender. Applicants for existing housing with excessive or unpaid nuisance citations may be ineligible to participate in this program.		
	Any Applicant, Applicant or general contractor who is on the federal, state, county or city debarment list will not be allowed to participate. No Applicant, Applicant or contractor with management or compliance issues outstanding with the Department or other public agency will be allowed to participate.		
	There must be no outstanding tax liens on any properties owned or managed by the Applicant. Furthermore, the County will perform background checks and seek references from other lenders, partners, or public agencies with which the Applicant has recently done business.		
	Applicants must be either the current owner of the property or, at the time of application, have a binding contract to purchase the property.		
	Meet other presentation and participation requirements listed in this RFP		

Signed:

Print Name:

Title:

Date:

ATTACHMENT E – EXCEPTIONS TO RFP

APPLICANT _____

ADDRESS _____

TELEPHONE# () _____ Email _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required. If this section is not applicable, please respond with "N/A.")

Name of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

ATTACHMENT F – ADDITIONAL ITEMS SUBMITTED WITH PROPOSAL

Legal Status

- Articles of Incorporation
- Charter
- Bylaws
- Status of Domestic Corporation -Secretary of State of California
- Corporate Resolution designating Signature Authority

Organizational Structure, Experience and Capacity

- Organizational Chart
- List of Board of Directors (Name, Position Held and Contact Information)
- Board Members Resumes or Bios
- Most Recent Board Minutes
- Staff Organizational Chart
- Resume Bios of Principals and Key Staff
- Letters of Reference (can be from the City Manager of the City projects reside)
- List of Complete Projects (must include: location, number of units, funding sources,)

Financial Accountability/Insurability

- Most Recent Audited Financial Statements
- Most Recent Single Audit, if federal expenditures exceed \$750,000
- Proof of General Liability, Auto and Workers Compensation Insurance
- NPLH Universal Application, NPLH Supplemental Application and a pro-forma of the project (all in PDF form)**

ATTACHMENT G: CONTRACT REQUIREMENTS

A. General

1. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. Iran Contracting Act of 2010

If applicable: In accordance with Public Contract Code section 2204(a), the Applicant certifies that at the time the proposal is submitted, the Applicant signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Applicants are cautioned that making a false certification may subject the Applicant to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. **Applicant agrees that signing the Proposal shall constitute signature of this Certification.**

3. Representation of the County

In the performance of the Agreement, Applicant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

4. Applicant Primary Contact

The Applicant will designate an individual to serve as the primary point of contact for the Agreement. Applicant or designee must respond to County inquires within two (2) business days. Applicant shall not change the primary contact without written notification and acceptance of the County. Applicant will also designate a back-up point of contact in the event the primary contact is not available.

5. Change of Address

Applicant shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

6. Agreement Assignability

Without the prior written consent of the County, the Agreement is not assignable by Applicant either in whole or in part.

7. Agreement Amendments

Applicant agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of Applicant and the County.

8. Termination for Convenience

The County for its convenience may terminate the Agreement in whole or in part upon thirty (30) calendar days written notice. Such adjustment shall provide for payment to the Applicant for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice, Applicant shall promptly discontinue services unless the notice directs otherwise. Applicant shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

9. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section (B)(1) "Indemnification" below.

10. Venue

The venue of any action or claim brought by any party to the Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

11. Electronic Fund Transfer Program

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account or through a wire transfer directly to an escrow account approved by the County for land acquisition or construction financing closing. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

12. Licenses, Permits, and/or Certifications

Applicant shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Applicant shall maintain these licenses, permits, and/or certifications in effect for the duration of this Agreement. Applicant will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and/or certifications may result in immediate termination of this Agreement.

13. Prevailing Wage Laws

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. As well as California Code of Regulations,

Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Applicant agrees to fully comply with such Prevailing Wage Laws. Applicant shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Applicant's principal place of business and at the project site. Applicant will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Applicant shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

14. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the Applicant shall notify the County within one (1) working day, in writing and by telephone.

15. Conflict of Interest

Applicant shall make all reasonable efforts to ensure that no County officer or employee, whose position enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Applicant or officer or employee of the Applicant.

16. Improper Consideration

Applicant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Applicant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Applicant. The report shall be made to the supervisor or manager charged with supervision of the employee. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

17. Employment of Former County Officials

Applicant agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or

represent Applicant. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Applicant. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

18. Inaccuracies or Misrepresentations

If in the administration of an Agreement, the County determines that Applicant has made a material misstatement, misrepresentation, omission, or that materially inaccurate information has been provided to the County during the RFP process, the Agreement may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

19. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by the Applicant pursuant to this Contract shall be considered property of the County, upon payment for services (and product, if applicable). All such items shall be delivered to the County at the completion of work under this Contract. Unless otherwise directed by the County, Applicant may retain copies of such items.

20. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this contract shall acknowledge the County as the funding agency and Applicant as the creator of the publication. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by Applicant in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with the County prior to publication.

21. Intentionally Left Blank

22. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Applicant's relationship with County may be made or used without prior written approval of the County.

23. Damage to County Property, Facilities, Buildings or Grounds

The Applicant shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Applicant or employees or agents of the Applicant. Such repairs shall be made

immediately after Applicant becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Applicant fails to make timely repairs, the County may make any necessary repairs. The Applicant, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Applicant from the County.

24. Air, Water Pollution Control, Safety and Health

Applicant shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.

25. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this agreement, the Applicant agrees that the Applicant and the Applicant's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to an Applicant or Applicant's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs. The Applicant shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this agreement and any other agreement the Applicant has with the County, if the Applicant or Applicant's employees are determined by the County not to be in compliance with above.

26. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

27. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Applicant selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Applicant. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Applicant also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Applicant may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Applicant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Applicant may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Applicant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision, "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

28. Artwork, Proofs and/or Negatives

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten (10) days, upon written notification to the Applicant. In the event of a failure to return the documents, the county is entitled to pursue any available legal remedies. In addition, the Applicant will be barred from all future solicitations, for a period of at least six (6) months.

29. Environmental Requirements

In accordance with County Policy 11-10, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Applicants to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Applicants to use both sides of paper sheets for reports submitted to the County whenever practicable.

Although the County has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize Applicants that reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Applicant must be able to

annually report the County's environmentally preferable purchases using Exhibit I. Service providers are asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

B. Indemnification and Insurance Requirements

1. Indemnification

The Applicant agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Applicant indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. Waiver of Subrogating Rights

The Applicant shall require the carriers of the above-required coverage's to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Applicants, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Applicant and Applicant's employees or agents from waiving the right of subrogation prior to a loss or claim. The Applicant hereby waives all rights of subrogation against the County.

4. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

5. Severability of Interests

The Applicant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Applicant and the County or between the County and any other insured or additional insured under the policy.

6. Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract

is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII."

8. Deductibles and Self-Insurance Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

9. Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Applicant or County payments to the Applicant(s)/Applicant(s) will be reduced to pay for County purchased insurance.

10. Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Applicant agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. Insurance Specifications

The Applicant agrees to provide insurance set forth in accordance with the requirements herein. If the Applicant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Applicant agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Applicant shall secure and maintain throughout the contract term the following types of insurance with limits as shown below.

12. Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Applicant and all risks to such persons under this Contract.

If Applicant has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Applicants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

13. Commercial/General Liability Insurance

The Applicant shall carry General Liability Insurance covering all operations performed by or on behalf of the Applicant providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment
- b. Products and completed operations
- c. Broad form property damage (including completed operations)
- d. Explosion, collapse and underground hazards
- e. Personal Injury
- f. Contractual liability
- g. \$2,000,000 general aggregate limit

14. Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Applicant is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the Applicant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

15. Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

16. Professional Services Requirements

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits; or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

C. Right to Monitor and Audit

1. Right to Monitor

The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Applicant in the delivery of services provided under this Contract. The Designated Owner, as defined in the sample agreements attached, shall give full cooperation in any auditing or monitoring conducted. Applicant shall cooperate with the County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the County and may enforce a per-unit monitoring charge on all assisted developments.

For the first 30 years of the loan term involving NPLH funds, annual monitoring payments in the amount of 0.42 percent of the outstanding principal loan balance, not including the portion of the loan amount attributable to the COSR, shall be payable to the County. The County may defer payment in writing of this amount in any given year if necessary to maintain Project feasibility only after receiving a written request from the developer. After 30 years, the County may reset the required payment amount to cover its monitoring costs. The County will conduct an assessment of its monitoring costs and make such assessment public, no later than 30 years from the date of adoption of the Agreement.

The County of San Bernardino will enforce a per-unit monitoring charge on all HOME assisted developments. Developments will be charged as follows:

1-20 assisted units = \$35.00 per unit/ annually

20+ assisted units = \$25.00 per unit/ annually

The County reserves the right to waive or defer a portion of the monitoring fee if a development is unable to pay these costs. All waivers must be submitted in writing, with adequate supporting financial documentation, for review by the County CDH Executive Officer.

In the event the County determines that Applicant’s performance of its duties or other terms of this contract are deficient in any manner, County will notify Applicant of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Applicant shall remedy any deficiency within forty-eight (48) hours of

such notification, or County at its option, may terminate this contract immediately upon written notice, or remedy deficiency and offset the cost thereof from any amounts due the Applicant under this contract or otherwise.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.