

Notice of Funding Availability for Affordable Housing Construction, Acquisition and Rehabilitation

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Close Date: December 20, 2024

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TABLE OF CONTENTS

NOFA OVERVIEW	5
NOFA SUBMITTAL INSTRUCTIONS	5
NOFA TIMELINE	6
TECHNICAL ASSISTANCE	6
ANTICIPATED AVAILABLE FUNDING	6
AFFORDABILITY PERIOD	8
ELIGIBLE COMMUNITIES:	8
APPLICANT QUALIFICATION REQUIREMENTS	9
PREFERENCES	9
RESERVATION OF FUNDS	10
APPLICANT FINANCIAL CAPACITY	11
CONDITIONS	11
COST RECOVERY AND FEES	12
NOFA APPLICATION	14
TAB 1: GENERAL INFORMATION AND FINANCIAL FEASIBILITY	14
TAB 2: DEVELOPMENT OVERVIEW	15
TAB 3: APPLICANT EXPERIENCE	17
TAB 4: TENANT POPULATION AND SUPPORT SERVICES	17
TAB 5: MANAGEMENT PLAN	18
TAB 6: REPORTS	19
TAB 7: REHABILITATION PROJECTS (as applicable)	21
TAB 8: RELOCATION (as applicable)	22
NOFA APPLICATION ACKNOWLEDGMENT	25
NOFA ATTACHMENTS	30
ATTACHMENT A – Required Federal Provisions	30
ATTACHMENT B – Program Basics	35
ATTACHMENT D – Sample Board Resolution	56
ATTACHMENT E – San Diego County Income Limits	58
ATTACHMENT F – Management Plan Requirements	59
ATTACHMENT G – Estimated Development Timeline.....	61
ATTACHMENT H – VASH PBVs Unit Concentration Consultation Request.....	62

NOTICE OF FUNDING AVAILABILITY OVERVIEW

NOFA OVERVIEW

The County of San Diego Health and Human Services Agency (HHS), through its Housing and Community Development Services (HCDS) division, is issuing this Notice of Funding Availability (NOFA) with the objective of supporting the construction, acquisition, and/or rehabilitation of affordable multi-family housing units. These units will serve households with extremely low (30% Area Median Income, or AMI), very low (50% AMI), and low-income (80% AMI) levels. Financing will be provided through HCDS-administered funding sources, subject to availability. Funding sources may include a combination of the following:

- *Community Development Block Grant (CDBG)*
- *HOME Investment Partnerships Program (HOME)*
- *HOME Investment Partnerships Program American Rescue Plan (HOME-ARP)*
- *HOME Investment Partnerships Program Community Housing Development Organization (HOME-CHDO)*
- *Innovative Housing Trust Fund (IHTF)*
- *Permanent Local Housing Allocation (PLHA)*
- *Project-Based Vouchers (PBVs)*
- *Veterans Affairs Supportive Housing Project-Based Vouchers (VASH PBVs)*

Proposed developments will be evaluated for their eligibility under all available applicable funding sources. All requirements associated with these funding sources will apply to developments funded through this NOFA. HCDS may allocate different funds than those originally requested by the applicant to meet the funding objectives of HCDS.

HCDS reserves the right to allocate funding sources at its sole discretion.

NOFA SUBMITTAL INSTRUCTIONS

All materials and information related to the NOFA can be found within the NOFA Overview, NOFA Application, NOFA Application Workbook, and NOFA Attachments. The NOFA Overview provides a summary of the NOFA Application and Application Workbook, incorporates the NOFA Attachments by reference and is further supplemented by them.

Submit completed and signed NOFA responses in electronic format as indicated in the NOFA Application Workbook. The NOFA application must be delivered in one USB drive and one electronic copy per the instructions noted below:

Mail or Deliver USB to
County of San Diego Housing and Community Development Services
3989 Ruffin Road
San Diego, CA 92123
Attn: Community Development

Electronic application shall be submitted via secured electronic document management and storage system (SharePoint, OneDrive, Dropbox) with email notification to community.development@sdcounty.ca.gov.

Applicants who do not submit both versions of their completed application on or before the application deadline will be deemed non-responsive. **Applications shall be saved/stored in accordance with the NOFA Checklist included in the NOFA Application Workbook. Documents should be in labeled**

folders and named in accordance with said checklist.

Applications submitted for consideration must be complete and fully executed. If any information requested in the NOFA is not applicable to the proposed development, note “N/A” on the Application Checklist. Faxed copies, electronic copies submitted via CD, or data provided via links or websites will not be accepted. The electronic application and the information contained on the USB drive shall be consistent and the same. The County will not consider any items previously submitted through other NOFA applications.

HCDS reserves the right to change the requirements and policies described in this NOFA at HCDS’ sole discretion. HCDS is responsible only for that which is expressly stated in the NOFA documents. Any supplemental NOFA information shall be made available to each person or organization via the NOFA distribution list and on the HCDS webpage. It is the responsibility of applicants to ensure, prior to submission, that the application reflects the most recent information, program requirements, and policies. By submitting an application, the applicant acknowledges receipt of all supplemental NOFA information, if applicable, that was emailed or posted on the HCDS webpage. HCDS is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf if those representations conflict with NOFA requirements.

Furthermore, HCDS reserves the right, in its sole discretion, to disqualify any application that is incomplete, out of order, lacks required attachments, or contains errors, inconsistencies, misrepresented information or other deficiencies. Forms provided in the NOFA application must be used and information provided otherwise may be disregarded at the discretion of HCDS. HCDS reserves the right to waive disparities in a NOFA response if the sum and substance of the NOFA response is present. Moreover, HCDS reserves the right to terminate this NOFA at any time without prior notice.

NOFA TIMELINE

Below is the timeline for the NOFA. The County reserves the right to modify any of the dates in the schedule as deemed necessary.

DATE	EVENT
10/31/2024	NOFA Release
11/12/2024	In-Person Industry Day at 9:30 a.m. – 10:30 a.m.
12/20/2024	NOFA Application Due by 2:00 p.m.
April 2025	Award

TECHNICAL ASSISTANCE

All communications regarding this NOFA and any requests for clarification must be submitted to HCDS via email at community.development@sdcountry.ca.gov.

ANTICIPATED AVAILABLE FUNDING

Funding made available through this NOFA may include the following funding resources: HOME Investment Partnerships Program (HOME), HOME Investment Partnerships Program American Rescue Plan (HOME-ARP), HOME Investment Partnerships Program Community Housing Development Organization (HOME CHDO), Innovative Housing Trust Fund (IHTF), Permanent Local Housing Allocation (PLHA), Project-Based Vouchers (PBVs), and Veteran Affairs Supportive Housing Project-Based Vouchers (VASH PBVs). Each funding source comes with unique regulatory requirements. It is the applicant’s responsibility to familiarize themselves with regulations for local, state, and federal resources offered through this NOFA.

AMOUNT	PROGRAM
\$6.5M	HOME, HOME-ARP, and HOME-CHDO
\$3.5M	IHTF
\$1.5M	PLHA
100 PBV	PBV
25 VASH PBV	VASH PBV

Program (Funding Type)	Target Population	Maximum AMI	Required Affordability	Special Requirements	Eligible Communities
CDBG	Low-income Households	≤ 80%	Minimum 5-years	For acquisition only	Urban County Cities & Unincorporated Areas
HOME	Low-income Households	≤ 60%	Minimum 20-years	20% of all HOME designated units must meet low-HOME requirements	HOME Consortium
HOME-ARP	Persons Experiencing Homelessness or at Risk of Homelessness	≤ 30%	Minimum 15-years	Support units that meet HOME requirements AND are designated for persons experiencing or at-risk of homelessness.	HOME Consortium
HOME-CHDO	Low-income Households	≤ 60%	Minimum 20-years	Only available to non-profit development organizations that meet CHDO designation requirements. 20% of all HOME designated units must meet low-HOME requirements	HOME Consortium
IHTF	Low-income Households	≤ 80%	Minimum 99-years		All communities in San Diego County
PLHA	Low-income Households	≤ 60%	Minimum 55-years		Urban County Cities & Unincorporated Areas
PBV	Low-income Households	≤ 50%	Minimum 15-years		Housing Authority of the County of San Diego
VASH PBVs	Veterans Multi-family Special Needs	≤ 80%	Minimum 15-years	Minimum of ten percent of the PBV units should be designated for VASH PBVs.	Housing Authority of the County of San Diego

AFFORDABILITY PERIOD

HCDS will enforce an affordability period of at least 55 years (99 years for IHTF) for all developments awarded funds under this NOFA. Successful applicants will acknowledge the affordability period applicable to the project.

PBVs do not have an affordability period; however, an initial contract must be executed. The initial contract may be for a period of 20 years and may be renewable for up to 20 additional years at the discretion of HACSD.

ELIGIBLE COMMUNITIES:

Urban County: Unincorporated Areas of the County and the cities of Coronado, Del Mar, Imperial Beach, Lemon Grove, Poway, and Solana Beach.

HOME Consortium: Unincorporated Areas of the County, Urban County cities, and the cities of Carlsbad, Encinitas, La Mesa, San Marcos, Santee, and Vista.

Housing Authority of the County of San Diego (HACSD): Unincorporated Areas of the County and the cities of Chula Vista, Coronado, Del Mar, El Cajon, Escondido, Imperial Beach, La Mesa, Lemon Grove, Poway, San Marcos, Santee, Solana Beach, and Vista.

Jurisdiction	Urban County (PLHA & CDBG)	HOME Consortium (HOME / HOME-ARP)	Region (IHTF)	HACSD (PBVs)
Unincorporated area	x	x	x	x
Incorporated Cities				
Carlsbad		x	x	
Chula Vista			x	x
Coronado	x	x	x	x
Del Mar	x	x	x	x
El Cajon			x	x
Encinitas		x	x	
Escondido			x	x
Imperial Beach	x	x	x	x
La Mesa		x	x	x
Lemon Grove	x	x	x	x
National City			x	
Oceanside			x	
Poway	x	x	x	x
San Diego			x	
San Marcos		x	x	x
Santee		x	x	x
Solana Beach	x	x	x	x
Vista		x	x	x

APPLICANT QUALIFICATION REQUIREMENTS

The County of San Diego will accept and consider eligible development proposals from all qualified applicants. Applicants should represent a development team that includes a developer, architect, professional consultants (such as an attorney), a general contractor, property manager, lenders and investors, and any other team members necessary to finance, construct, and operate the development.

The proportion of rent-restricted units to the total number of units in the development shall, at a minimum, equal the proportion of HCDS investment in the development's total development cost. Successful applicants will be able to clearly demonstrate how their proposal will improve access to affordable housing within San Diego County and maintain restricted units, as applicable, throughout the affordability period.

Qualified housing developers must demonstrate ability and capacity to:

1. Construct, acquire and/or rehabilitate affordable housing developments.
2. Operate and maintain affordable housing developments throughout the project's life cycle.
3. Adhere to all programs' regulatory, statutory, and funding requirements and guidelines.
4. Leverage other funding sources, such as private equity loans from lending institutions, and funds from federal, state and/or local programs.

Please note that IHTF dollars may also be awarded to applicants constructing, acquiring, and/or rehabilitating transitional housing facilities. Applicants must demonstrate capacity and experience in developing, operating, and providing services for transitional housing.

PREFERENCES

Preferential consideration will be provided for affordable housing developments that meet the following conditions:

1. Development Location:

- A. Development is in the Unincorporated Areas of the County; or
- B. Development is located on County-owned land.

2. Creates or constructs new affordable units:

New units may include new construction developments, rehabilitation of existing unrestricted housing that will provide affordable, or conversion of existing facilities to affordable housing units.

3. Green Design and Building:

Preference will be given to developments that incorporate green building and resource-efficient technologies that, at a minimum, align with California Tax Credit Allocation Committee (TCAC) sustainability requirements, Title 24 and achieve a minimum Leadership in Energy and Environmental Design (LEED) Silver certification consistent with the U.S. Green Building Council requirements (or equivalent designation) and/or is located in a high opportunity area in alignment with TCAC;

- A. Landscaping: If landscaping is to be provided or replaced, a variety of plant and tree species that require low water use (such as Southern California native plants and tree species) should be provided in sufficient quantities based on landscaping practices in the general market area and low-maintenance needs.
- B. Appliances: Proposal should include energy efficient appliances throughout the project.
- C. Renewable energy: Proposal should include onsite renewable generation estimated to produce 50% or more of annual electricity use.

3. Homeless Housing:

Applications designating a portion of the units for persons experiencing homelessness or at-risk of homeless will receive a preference for HOME-ARP funding. Developments integrating homeless housing units must provide a supportive service plan and documentation of funding secured for ongoing supportive services at the development.

4. Location/Amenities:

Developments located in transit-oriented areas aim to reduce automobile dependence and enhance residents' mobility options by providing convenient access to public transportation for commuting to workplaces, schools, healthcare facilities, neighborhood amenities, full-service grocery stores, public libraries, senior services, recreational facilities, and primary care providers. Developments shall be located in low-VMT areas as defined by [SB 743](#) (San Diego Region SB743 VMT Maps – arctgis.com)

RESERVATION OF FUNDS

Time is of the essence to commit and expend funds. Upon approval of a conditional loan commitment, funds may be reserved for the project for a maximum of 24 months but may be revoked earlier if satisfactory progress is not demonstrated. HCDS reserves the right to reallocate CDBG, HOME, HOME-ARP, IHTF, PLHA, PBVs and VASH PBVs funds from one approved project to another, to new activities, or to cancel fund reservations at its discretion if projects are not proceeding satisfactorily (in the sole opinion of HCDS) towards commencement of the proposed activity. Program funds available through this NOFA shall meet regulatory commitment and expenditure requirements. Commitment and expenditure requirements vary by funding source.

HCDS reserves the right to cancel its funding reservation if the HCDS loan has not closed escrow by the end of the 24th month. Funding reservation time extensions may be granted at the sole discretion of HCDS. Funding through this NOFA is contingent upon the applicant obtaining commitments from other funding sources. Once awarded, HCDS will not break up or combine project awards to accommodate a conversion to or from a hybrid CTCAC project.

From the date the application is submitted and at all times up to and including the date of any funding award and the closing of such funding award, HCDS must receive written notice of any material changes made to the project after application submittal. Material changes include but are not limited to changes or alterations regarding architectural design, energy efficiency and sustainability features, development team, lead developer or joint developer structure, ownership, proposed financing structure, supportive services, cash flow, operating subsidies, changes in development budget line items that show an increase that exceeds 10 percent, environmental and title conditions of the project site, land use approvals and permits, and community support for the project. Applicants must request and receive the HCDS' written approval for any material changes. If the applicant undertakes material changes without approval, HCDS reserves the right, in its sole discretion, to withdraw, rescind, or modify any funding commitment.

Recipients of CDBG, HOME, HOME-ARP, HOME-CHDO, IHTF, and PLHA funds will be required to execute a promissory note, deed of trust, regulatory agreement, and other related loan documents. Loan funds will not be disbursed until the loan is closed through escrow. Verifiable documentation of expenses must be submitted with all draw requests.

APPLICANT FINANCIAL CAPACITY

Applicant shall demonstrate financial capacity to perform administrative, managerial, and operational functions, and to oversee the work necessary for successful completion of the proposed development. To be eligible for financing, an applicant shall:

1. Exhibit prior work resulting in successful development of affordable rental housing. Successful development may include acquisition, construction, operation, acquisition with rehabilitation or any combination of accomplishments that created or preserved affordable housing.
2. Possess control of the proposed development site through fee title, option to purchase, disposition and development agreement with a public agency, land sales contract, leasehold with development provisions or any other enforceable instrument approved by HCDS.
3. Provide full disclosure of all associations between partners, contractors, and subcontractors. Conflict-of-interest laws and regulations will be strictly applied.

NOTE: It is the responsibility of each applicant to ensure that all of its employees, contractors, affiliates, agents, volunteers, and other personnel comply with all applicable laws and rules regarding conflicts of interest, including [California Government Code section 1090 et seq.](#), the Political Reform Act, and the County Administrative Code, including but not limited to [Section 67](#).

CONDITIONS

Applications for funding will be considered based on the threshold requirements and preferences/priorities criteria set forth in this NOFA. HCDS reserves the right to negotiate and award an allocation of funds to multiple applicants and may request additional information from applicants. In the event applications for funding exceed the amount of funding available, applications that meet all NOFA requirements and would otherwise be eligible for an award, may be placed on a waitlist for funding. HCDS may use the waitlist to award funds that become available up to one year after the NOFA close date. HCDS reserves the right to request and evaluate additional information from waitlisted applications prior to awarding funds. HCDS is not required to issue funds to waitlisted applications and reserves the right to issue a new NOFA in lieu of awarding funds to waitlisted applications. Placement on the waitlist is NOT a commitment of funding from HCDS and is NOT an indication of future award. Placement on the waitlist will NOT impact an application's score if the project applies under future NOFAs.

By the act of submitting a response to this NOFA, applicants acknowledge and agree to the terms and conditions of this NOFA and to the accuracy of the information submitted. All applications become the property of the County of San Diego and will not be returned. All submitted information will become public information and is subject to public inspection under the State of California Public Records Act. No confidential or proprietary information, including Personnel Information (PI) or Personal Identifiable Information (PII), is to be included in the non-confidential responses. If confidential or proprietary information is contained within the NOFA response, the documents must be submitted in a separate clearly labeled exhibit with all pages marked as "CONFIDENTIAL / PROPRIETARY."

It is understood and agreed upon by the applicant in submitting a NOFA response that the County has the right to withhold all information regarding this NOFA until after conditional awards are distributed, including but not limited to competitive development description information, competitive proposed financial capability, and HCDS' evaluation of NOFA responses. Information releasable after award is subject to the disclosure requirements of the Public Records Act, State of California Government Code [Section 6250](#).

NOTE: Applicants acknowledge that by applying under this NOFA, they are seeking a benefit from a government entity. Applicants must acknowledge that all statements in their application are and will remain true; failure to comply with this commitment may violate the federal or state False Claims Act.

COST RECOVERY AND FEES

The Owner of any development funded through this NOFA will be required to pay **any and all** relevant fees that may be imposed by HUD or by the Board of Supervisors, and such fees may be enacted or amended from time to time. The Applicant is responsible for the payment of County staff time related to **Environmental Review**. Payment to the County shall be included with the development finance closing pro forma.

Developers are responsible for covering all costs associated with radon testing and mitigation to ensure the safety and health of residents. This includes initial radon testing, any necessary follow-up tests, and implementing mitigation measures if radon levels exceed acceptable thresholds. By assuming these fees, developers help maintain compliance with environmental safety standards and contribute to creating healthier living conditions. These costs should be factored into the proposal's operating pro forma.

NOTICE OF FUNDING AVAILABILITY APPLICATION

NOFA APPLICATION

All NOFA Application documents must be submitted as outlined in this section. Application documents will be supplemented with a completed NOFA Application Workbook (excel file). This section includes information about required documents to be submitted as a part of the completed NOFA Application. Each section of the NOFA response shall be labeled in the order shown on the table below. Any proposal may be construed as non-conforming and ineligible for consideration if it does not conform to the requirements of the NOFA. If a proposal is found to be non-conforming, the Applicant will be notified, and the proposal may no longer be considered for award.

TAB 1: GENERAL INFORMATION AND FINANCIAL FEASIBILITY

HCDS NOFA APPLICATION

Provide the following:

1. NOFA Application Workbook (Excel Workbook)

- A. Application Checklist
- B. Development Summary
- C. Additional Development Information
- D. Permanent Sources of Funding
- E. Permanent Uses of Funding
- F. Neighborhood Amenities Summary
- G. Acknowledgement
- H. Certification

2. Board Resolution

Submit copy of applicant's Board of Directors Resolution as noted in Attachment "D" entitled "Sample Board Resolution."

3. Partnership Agreements

As applicable, applicant must provide partnership agreements for the development.

4. Pro forma include at a minimum

- A. Rental Income Form, Operating Expense, Development Cost, Sources and Uses, Cash Flow and Development Pro forma for a minimum period of 55 years. The proposed financing structure and operating pro forma will be evaluated to determine feasibility during the affordability period.
- B. Loan terms/underwriting are subject to change at HCDS' sole discretion. HCDS reserves the right to require additional and/or revised conditions in the final documentation of the transaction and as reasonably necessary to protect the interests of HCDS and fulfill the intent of this NOFA.
- C. Loan terms include:
 - a. 3% simple interest
 - b. 55-year term
 - c. 50% residual receipts required, may be split proportionally with other public lenders
 - d. General partner loan may not be paid above County loans
 - e. Developer's fees may not exceed TCAC fee limits.
- D. Replacement Reserves:
 - a. For all rehabilitation developments, it is required that applicants budget a minimum of \$720 per unit, per year in the replacement reserve. HCDS reserves the right to require higher replacement reserves based on a capital needs assessment that includes an

- analysis of all major systems, remaining useful life and projected replacement needs.
- b. For new-construction developments, it is required that applicants budget a minimum of \$375 per non-Permanent Supportive Housing (PSH) unit per year.
- c. For PSH developments, applicants shall budget a minimum of \$500 per PSH unit per year.

5. Enforceable Commitments and Financial Feasibility

- A. Due to program commitment and expenditure deadlines, **all local funds, other than HCDS funding sources, shall be secured prior to applying for funds available through this NOFA.** Applicants that have not provided legitimate evidence of funding commitments from all funding sources will be deemed “non-responsive.”
- B. Funding Commitments from other lenders must be submitted on the company’s letterhead, signed, and should include the following information:
 - a. Lender’s Name,
 - b. Title of the signatory,
 - c. Contact details of the responsible person, including e-mail address and telephone number.
- C. Note that senior lenders must subordinate to HCDS regulatory requirements. HCDS must be informed if the applicant intends to request subordination of HCDS’ financial interests.
- D. Provide list of enforceable commitments or reservations of rental or operating subsidies as well as any fundraising plans.
- E. Describe a plan for repayment of the requested amount of HCDS NOFA funds.
- F. If the funding for the proposed development is in part dependent upon the award of LIHTC or bonds, provide a financial contingency plan that will be implemented in the event financing is denied. Provide a description of specific amounts, sources, likelihood of award, and timing of alternative funding, as well as how the development will be scaled down, if necessary.
- G. Describe the plan to maintain operations and financial feasibility for the full 55- or 99-year affordability period.
- H. Describe any in-kind contributions to the development. Include the name(s) of the contributors, the items or services being provided, and the value of the contributions.

TAB 2: DEVELOPMENT OVERVIEW

1. Development Narrative

Provide a brief narrative overview that includes the following information:

- A. Development location.
- B. Existing use of the site and proposed development/design.
- C. Number of units and unit type.
- D. Development amenities.
- E. Development goals/objectives.
- F. Community Impacts:
 - a. Housing Impact: Explain how the development will avoid an overconcentration of low-income housing in the area. Identify any existing housing developments or facilities that serve similar needs within the community.
 - b. Community Planning/Sponsor groups: Describe any involvement with community planning or sponsor groups.
 - c. Community Outreach and Engagement: Outline the efforts made to engage and involve the community in the development process.
 - d. Access to Medical Care and Social Services: Provide information about the availability

and accessibility to medical care (e.g., emergency care, outpatient services, long-term care, and extended care) and social services that are typically required by future residents in the development.

2. Attachment “G” Estimated Development Timeline

Submit a copy of the completed Attachment “G” Estimated Development Timeline.

3. Consistency with Land Use and Zoning

Provide documentation that the development site conforms with zoning and that all necessary land use approvals are complete.

- A. At the time of application, applicant shall demonstrate the development site’s zoning will permit the development, as proposed,
- B. Confirm the Development is consistent with the site zoning requirements, General Plan designation, and the local community plan,
- C. Submit proof that all necessary land use, zoning, permitting, or building plans have been approved. If land use approvals are pending, provide a reasonable plan and timeline detailing how the applicant will obtain any land use approvals for the development.

4. Evidence of Site Control

Applicants must possess control of the proposed development site with adequate provisions or any other enforceable instrument. Provide documentation of site control with one of the following:

- A. Fee title,
- B. Option to purchase,
- C. Disposition and development agreement with a public agency,
- D. Land sales contract or,
- E. Leasehold.

5. Development Design and Implementation

Provide a description for the following:

- A. Preliminary site plan(s) and floor plans.
- B. Development renderings and photos of the existing site.
- C. Environmentally sustainable development features and technologies.
 - a. Environmentally sustainable features may integrate practices that exceed green building standards ([LEED](#) or equivalent) for the design, development, construction, and operations of affordable housing that promote sustainability measures that increase energy-efficiency by utilizing environmentally preferable products for the building envelope, renewable resources, and decrease production of waste/hazardous materials. Reference the following links for more detailed requirements: [California Energy Code Title 24](#), [2021 EICC Standards](#), and California Tax Credit Allocation Committee ([CTCAC](#)).
 - b. Below is a summary of possible environmental design elements. These are not required but if they will be included, please include how these measures will be implemented at the proposed development.
 - i. **Energy Efficiency & Renewable Energy:** onsite renewable generation estimated to produce 50 percent or more of annual electricity consumption.
 - ii. **Water Efficiency:** design or reevaluate existing landscape conditions for the provision of efficient irrigation systems that aim at minimizing water

usage without compromising the aesthetics and functionality of outdoor spaces. Landscape design shall incorporate a variety of native plants and trees species that require low water usage.

- iii. **Environmentally Preferable Building Materials & Specifications:** design incorporating environmentally preferable products (EPPs) for the construction of the affordable housing development.
- iv. **Toxic/Toxins Reduction:** design deterring from utilizing construction products and materials with toxic chemicals found in flooring, paint, sealant, flame retardants, and insulation.
- v. **Indoor Air Quality:** design with energy efficient systems in place to circulate and filter the air in the structure.
- vi. **ENERGY STAR:** inclusion [ENERGY STAR](#) appliances throughout the project to reduce operating costs and decrease greenhouse gas emissions.

D. Various levels of safety design features, technologies, and policies for tenants.

E. How the development will incorporate the use of universal design principles and/or design features.

6. **Consistency with the County of San Diego Consortium Consolidated Plan**

Applicants are required to demonstrate the proposed development is consistent with the current HUD-approved [Consolidated Plan](#) for the County of San Diego, and if applicable, for the jurisdiction where the development is located.

TAB 3: **APPLICANT EXPERIENCE**

1. **Applicant Experience**

Describe Owner's, Developer's, and Property Manager's experience, as indicated below. Provide supporting documents for each entity:

- A. Mission Statement.
- B. Past activities/experience with similar developments.
- C. Administrative structure/organizational chart.
- D. Describe how each partner entity (owner, developer, and property manager) integrates Diversity, Equity, and Inclusion throughout the organization. This includes, but is not limited to, the organization's workplace values, hiring and training practices, as well as the composition and involvement of its Executive Leadership and Board of Directors.

2. **Technical Capacity**

Describe the development team's technical capacity and experience, including but not limited to acquisition, sale, rehabilitation, construction, management, operation and ability to deliver high quality services to the targeted resident population.

- A. Attach resumes of staff specifically assigned to this development. Include credentials of the development's team members.
- B. Provide a summary of real estate owned including date of operation, location, total number of units, and tenant population for each development.
- C. Provide a summary of real estate managed by the property manager including date of operation, location, total number of units, and tenant population of each development.

TAB 4: **TENANT POPULATION AND SUPPORT SERVICES**

The Development must include a tailored, highly effective strategy that integrates affordable housing with coordinated services. This approach should specifically address the needs of the residents, with the goal of helping them maintain stable housing and receive appropriate support.

Applicants must specify the type and level of supportive services intended to be provided to special needs populations, if applicable. Additionally, applicants must submit evidence demonstrating their commitment to these services, along with information about the service provider’s qualifications and capacity to deliver them.

Please note that housing developments funded by programs such as CDBG, HOME, HOME-ARP, HOME-CHDO, PLHA, PBVs, and VASH PBVs may support rental housing for special needs populations. However, residents cannot be required to use supportive services; instead, these services must be offered on a voluntary basis.

1. Target Population and Support Services

Provide a brief narrative overview that includes the following information:

- A. Proposed tenant population(s) for the development.
- B. Number of units and unit types allocated for each tenant population.

2. Supportive Services Narrative

Provide a brief narrative overview regarding the proposed service provider experience and services to be offered at the development include:

- A. Provider experience with proposed tenant population.
- B. Support services descriptions, including service model, services offered, staffing plan with full-time equivalents (FTEs) and location of services (on site or off site).
- C. Role of Peers/Peer Support Specialists in service delivery.
- D. Services budget and funding sources.
- E. How the development will empower families and individuals achieve self-sufficiency.

3. Evidence of Supportive Services

Provide a Memorandum of Understanding (MOU) or similar agreement between the owner and service provider, if the service provider is from a 3rd-party organization. In addition, submit a narrative summary of partnership history.

4. VASH PBVs Unit Concentration Consultation Request

If the proposed development will include VASH PBVs units provide the completed Attachment “H” VASH PBVs Unit Concentration Consultation Request.

TAB 5: MANAGEMENT PLAN

1. Affirmative Fair Housing Marketing Plan

An [Affirmative Fair Housing Marketing Plan \(AFHMP\)](#) shall outline methods of informing potential tenants about fair housing laws and contractor policies. An AFHMP shall contain a plan outlining how the applicant will affirmatively market the assisted units. In addition, the AFHMP must contain a plan outlining the special outreach actions to inform persons who would not be likely to apply for the assisted housing without special outreach efforts. An [AFHMP](#) must include all items outlined in this NOFA and must be submitted as part of the complete application packet. If awarded funding, the AFHMP must be approved by the U.S. Department of Housing and Urban Development (HUD) and submitted to HCDS prior to leasing units.

2. Management Plan

The applicant will be required to submit a Management Plan for review and approval, pursuant to [24 CFR 92.253](#). Additionally, HCDS requires a Site Safety & Security element incorporated into

the management plan. A copy of the sample lease agreement and any addenda are also required in the submittal of this proposal. Reference Attachment “F” entitled “Management Plan Requirements.” The Management Plan must address all items outlined in Attachment “F.”

3. **Smoke Free Housing**

Develop and implement smoke-free policies to protect residents and guests from secondhand smoke in accordance with HUD’s Rule to Restrict Smoking. Proposals shall include policies that prohibit use of cigars, cigarettes, electronic cigarettes, and marijuana (including use for medicinal purposes).

Provide copies of smoke-free environment policies that specify how the development will implement programs onsite that include evidence of intent to commit to smoke-free housing. The smoke free policy shall be included in the applicable housing plans and tenant leases.

NOTE: In the development of the comprehensive Management Plan and smoke-free policies, the Property Management team shall ensure these policies shall not lead to housing discrimination.

TAB 6: REPORTS

Any narrative responses submitted under this section will not be considered. Applicants shall only include reports and documents as noted below.

1. **Appraisal**

Submit an appraisal that meets the definition of an appraisal found at [49 CFR 24.2\(a\)\(3\)](#) and the URA provisions at [49 CFR 24.103](#). An appraisal is required for all acquisition, rehabilitation, and new-construction developments. A review appraisal, in accordance with [49 CFR 24.104](#) of the URA, will be required for an “Involuntary Acquisition.”

2. **Audited Financial Statement and Single Audit**

Submit current audited financial statements that include surplus or deficits in operating accounts, a detailed itemized listing of income and expenses and the amounts of any fiscal reserves.

NOTE: Audited Financial Statements:
1. Past 12 months
2. Audit shall be certified by State of CA licensed independent CPA

Any non-federal entity, including state, local government, and non-profit organizations, that expend **\$750,000 or more in a year** in federal awards shall have a **Single Audit**, as specified in [2 CFR 200](#), conducted for that year. As applicable, a copy of the **Single Audit** with **written notification of the results** shall be submitted with the application. In addition, in compliance with all federal requirements, provide HCDS with the **corrective action plan for any deficiencies identified** in the Single Audit and the latest status of the corrective action plan.

3. **Environmental Review and Related Reports**

Applicant shall provide a Phase I environmental assessment in addition to any related studies that may include but are not limited to, soils report, lead and asbestos survey, noise and traffic study completed for the proposed development site.

The proposed development will be subject to review under the California Environmental Quality

Act (CEQA) and the CEQA Guidelines (California Code of Regulations, [Title 14, Division 6, Chapter 3, Sections 15000-15387](#)), and the National Environmental Policy Act (NEPA) in accordance with HUD [24 CFR Part 58](#) environmental regulations. CEQA review must occur as a part of the land development process required by the local jurisdiction. County of San Diego staff will prepare and/or review the CEQA and NEPA documentation, as appropriate. Applicants will be apprised of the progress of the environmental processing and anticipated date of HUD's Release of Funds.

From the time the application has been submitted, the applicant must not commit funds or take any choice-limiting actions, as defined by HUD [24 CFR Part 58.22](#) regulations (including, but not limited to, property acquisition, contracts for excavation, filling, construction, rehabilitation or other physical activities), until completion of the environmental process and HUD's formal Release of Funds, regardless of whether the work would be accomplished with federal funds or other matching funding. Failure to comply will jeopardize the availability of HUD funds for the development. The County may conduct the NEPA environmental review, as applicable, using information provided in the application.

NOTE: The applicant is responsible for the payment of County staff's time related to Environmental Review. Payment to the County shall be included with the development's construction finance closing.

Phase I Environmental Site Assessment (Phase I ESA)

The proposed development shall provide an approved Phase I ESA Report in accordance with [ASTM E-1527-21](#) Standards. Provide a Phase II ESA Report if a Recognized Environmental Condition (REC) is found during the Phase I ESA process. The Phase II ESA may be required with the proposal submittal only if Phase I ESA determined significant amounts of contaminants that require remediation, monitoring, or potentially create land use limitations. Contingent upon the results of Phase II ESA Report, a Phase III ESA may be necessary to submit with the proposal and shall include a remediation plan, devising a strategy to catch and correct any discovered environmental issue initiated by the Phase II ESA report.

NOTE: Phase I ESA Report shall be submitted with the NOFA application.

A proposed development may be required to complete asbestos, radon, and lead surveys to determine the presence or absence of asbestos-containing materials (ACMs), radon gas, or lead-based paint (LBP) prior to issuance of a building permit that includes demolition of onsite structures and prior to commencement of demolition or renovation activities and prior to occupancy by residents.

The County may require testing for asbestos, residual pesticides, mold, water damage, and the completion of a HAZMAT Report for asbestos and lead paint.

Demolition or renovation of structures on sites constructed prior to 1980 may have LBP, ACMs or other hazardous materials and shall conform with hazardous waste disposal requirements as stipulated in California Code of Regulations (CCR), [Title 22, Div. 4.5](#), worker and health safety requirements [Title 8, Sec. 1532.1-Lead](#), State Lead Accreditation, Certification, and Work Practice Requirements of CCR [Title 17, Div. 1, Chapter 8](#), the Health and Safety Code [Division 20, Chapter 6.95, Article 2, Section 25531-25543.3](#) and other local, state and federal regulations. LBP regulations, effective September 2000, appear in [24 CFR Part 35](#). Further information on LBP

hazard reduction can be obtained from the [HUD Office of Lead Hazard Control and Healthy Homes](#).

Demolition or renovation operations must conform to San Diego Air Pollution Control District (SDAPCD) [Rule 1206](#).

Time requirements for these reviews vary depending upon the potential environmental impact. This process is also consistent with HUD regulations ([24 CFR Part 58](#)), which state, “*It is HUD policy that all properties that are being proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property*” [24 CFR 58.5\(i\)\(2\)\(i\)](#).

Radon Requirements in Environmental Reviews

Applicant shall abide by the regulations and requirements of HUD-issued Notice [CPD-23-103](#) addressing radon in the environmental review process pertaining to HUD-assisted projects. The Notice states that radon must be “considered” when conducting contamination analysis required by HUD’s environmental review regulations [24 CFR parts 50](#) or [58](#). The Notice does not impose radon testing requirements, though it does include guidance on strategies for considering radon in site contamination analysis. For additional information about radon, including HUD’s policies and guidelines on radon mitigation, please visit the official HUD Exchange website at [HUD’s Radon Program Page](#).

4. Market Study

Applicant shall submit a market needs study that examines neighborhood market conditions to ensure adequate need for the proposed development for which funds are to be used. The market study should include the following: market trends, market area, housing supply and a competitive analysis. Data must be recent, within the last six months, and include at least three rental housing developments similar in size and amenities to the proposed development. In addition to demonstrating that rents will be at least ten percent below market rents.

5. Preliminary Title Report

Applicant shall provide a preliminary title report.

TAB 7: REHABILITATION PROJECTS (as applicable)

1. Rehabilitation Estimate

All HCDS-funded developments involving rehabilitation must include a physical needs assessment for the repair or replacement of major building systems to extend the service life of the property improvements for a minimum of 15 years. Testing of major building systems may be required.

An adequate 15-year replacement reserve analysis must be provided to identify the current condition of all building elements in the development, (roof, plumbing, electrical, exterior, interior), and indicate any repairs that may require immediate attention. The analysis should indicate the year built, the expected useful life of the system, the remaining life expectancy and the year replacement will be required. The analysis should indicate the estimated annual expenditures required to maintain the property and provide a funding plan summarizing the annual replacement reserve contribution necessary to meet future expenditure requirements.

2. Physical Needs Assessment

Proposals involving rehabilitation must contain specific information on the physical condition of the structure(s), estimated cost of the rehabilitation work, and may require testing of major building systems. A Physical Needs Assessment (PNA) conducted by an independent third party shall be submitted for proposals involving rehabilitation activities. The PNA shall include repair or replacement of major building systems to extend the service life of the property improvements for a minimum of 15-years. Applicants are encouraged to obtain a PNA prior to making a final offer for property purchase. To prevent delays, applicants shall provide a termite report for any proposal involving acquisition of existing housing and/or structures that will be renovated. Additionally, testing for asbestos, lead base paint, residual pesticides, mold, and water damage may be required.

3. Rehabilitation Standards

Rehabilitation activities under CDBG and HOME shall conform to Rehabilitation Standards pursuant to [24 CFR 5.703](#). Note that the 2013 HOME Final Rule requires that HOME rehabilitation and acquisition developments conform to the Uniform Physical Condition Standards ([UPCS](#)). The UPCS are uniform national standards established by HUD for housing that is decent, safe, sanitary and in good repair, pursuant to [24 CFR 5.703](#).

TAB 8: RELOCATION (as applicable)

1. Acquisition and Relocation Requirements

All developments shall comply with applicable state and federal relocation laws including [California Government Code Section 7260 et seq.](#) and [25 CCR Section 6000 et seq.](#) Developments are subject to the [Uniform Relocation Assistance and Real Property Acquisition Act of 1970 \(URA\)](#), as revised, and [Section 104\(d\) of the Housing and Community Development Act of 1974](#), as amended.

2. Relocation Plan

NOFA applications involving relocation of residents, residential or commercial, shall include an anti-displacement/relocation plan in compliance with local, State and/or federal relocation laws, as applicable by funding source. Applicants are strongly encouraged to contract with a relocation consultant to manage the relocation process. Developments may be subject to California Government Code [Section 7260 et seq.](#) and [25 CCR Section 6000 et seq.](#) and/or the California Relocation Assistance Act or Uniform Relocation Assistance and Real Property Acquisition Act of 1970 ([URA](#)), as revised. [Section 104\(d\)](#) of the Housing and Community Development Act of 1974, as amended, may apply. Proposed relocation plans must budget for all relocation and displacement costs, including costs for temporary relocation during construction or rehabilitation. Relocation plans must include a current copy of rent rolls, as of the date of submission, detailing family income, household characteristics and current rent paid per household.

3. Relocation Noticing

A Voluntary Acquisition Notice shall be delivered to the seller of the property prior to making an offer, entering into a purchase agreement and submittal of the NOFA application. Evidence of the manner and proof of delivery must be included with the NOFA application. Upon submittal of the NOFA application, tenants (residential or commercial) must receive a written General Information Notice notifying tenants of their rights under the URA, as revised. New rental applicants to the proposed development must also receive a written notification, "Notice to Prospective Tenant," informing them of the proposed acquisition/rehabilitation of the property. All notices must be hand delivered or sent via U.S. Certified Mail. Applicant must document the manner of delivery and

provide delivery receipts. Applicants are strongly encouraged to contract with a relocation consultant to manage the relocation process. Applicants are responsible for ensuring that their selected consultant complies with applicable local, state and/or federal relocation requirements.

NOTICE OF FUNDING AVAILABILITY APPLICATION ACKNOWLEDGMENT

NOFA APPLICATION ACKNOWLEDGMENT

Applicants shall complete the Acknowledgement included in the NOFA Application Workbook confirming that if awarded they are responsible for complying with all applicable county, state, and federal requirements per funding source(s) awarded and as noted in the NOFA documents and applicable rules, regulations and guidelines.

The information included in the NOFA is not inclusive of all county, state, and federal rules, regulations and guidelines. It is the responsibility of the applicant to review additional information available as linked throughout this NOFA. The Acknowledgement Tab of the NOFA Application Workbook is supplemented by information included here and in the NOFA Attachments.

1. Accessibility

Applicant shall comply with the accessibility requirements as stated in [Section 504](#) of the Rehabilitation Act, the [Fair Housing Act](#), [California's Fair Employment and Housing Act](#), the [Unruh Civil Rights Act](#), and all other federal and California laws and regulations that are applicable to the funding sources. The applicant must demonstrate how the proposed development will comply with all applicable laws regarding accessibility, both for individuals and all common areas. Applicants shall ensure that any other applicable federal, state, and local accessibility requirements are met.

2. Applicant, Developer, and Contractor Debarment

All Applicants, developers, construction contractors, and subcontractors must not be on the Excluded Parties List/SAM.gov, OIG Exclusions database, Federal Debarred Contractors List, or the State of California Medi-Cal Suspended and Ineligible Provider List. Housing developers must verify compliance before awarding the construction contract(s). No award or contract shall be made with any organization that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal or State assistance programs.

NOTE: Prior to award of any contract or subcontract, applicant must provide proof of compliance, to include exclusion records from the following Agencies:

1. System for Award Management (SAM),
2. OIG Exclusions Database, and
3. the State of California Medi-Cal Suspended and Ineligible Provider List.

3. Competitive Bidding Requirements

Housing Developers shall obtain competitive bids or estimates for all materials purchased and work to be accomplished by contractors and subcontractors. Documentation of such competition shall be maintained for review during monitoring visits. For work to be accomplished by construction contractors or subcontractors, a formal Request for Bids (RFB) package and advertisement shall be prepared and retained for review during County construction monitoring.

Applicants seeking funding under this NOFA shall procure construction services in the following manner:

- A. If the applicant is a general contractor, the applicant may self-perform and, where subcontracting more than one-(1) percent of the total work, obtain the subcontractor through formal bidding.
- B. If the applicant is not a general contractor, it shall:
 - (a) Conduct a competitive procurement process for a general contractor,

obtaining at least three (3) bids from qualified, responsive contractors, and shall accept the lowest responsive and responsible bidder, and shall require a similar process for any subcontractor performing more than one-(1) percent of the work; or

(b) Conduct a competitive process in substantial compliance with [Public Contract Code section 22160 et seq.](#)

C. If the applicant seeks CDBG or HOME funding per this NOFA, the applicant shall comply with all requirements in [2 CFR 200](#), of the Code of Federal Regulations.

NOTE:

- 1. Request for Bids (RFB): The RFB package must include a copy of the Federal Labor Standards Provisions, form [HUD-4010](#), and the current Davis-Bacon Act [wage determination](#).**
- 2. Advertisement**

4. Monitoring

Successful NOFA proposals will be monitored based on the specific regulatory requirements of the funding source. HCDS will charge fees to cover the cost of ongoing monitoring and physical inspection of developments during the period of affordability as specified by the Board of Supervisors.

An initial compliance monitoring fee of \$4,000 is **due and payable to HCDS at the time of initial occupancy**. Subsequent payments will be **due on the anniversary date of initial occupancy** and the monitoring compliance fee will increase annually at a rate of one percent. Failure to submit annual payments will result in a “Notice of Default” issued by HCDS.

NOTE: Compliance/Monitoring Fees shall be included in the cost of the development as part of underwriting.

5. Participation of Disabled Veterans Business Enterprises (DVBEs) and Minority- and Women-Owned Business Enterprises (MWBEs)

In accordance with the County of San Diego Board [Policy B-39A](#), all recipients must ensure that every effort is made to provide equal opportunity to DVBEs and to encourage the participation of MWBEs as contractors and subcontractors. Successful applicants will be required to provide a summary of efforts that will be made to encourage the utilization and participation of DVBEs and MWBEs.

6. Equal Opportunity

Equal opportunity is encouraged in procurement and contract award. Toward this end, proposals from DVBEs, MWBEs, Section 3 Business Concerns ([24 CFR Part 75](#)) and local firms are strongly encouraged. Prime contractors are encouraged to subcontract with these firms.

7. Pre-Construction Conference

Successful applicants shall hold a pre-construction conference with the bid-winning contractor and subcontractor(s) following contract award and before commencement of construction. The pre-construction conference must announce if Federal Labor Standards and Davis-Bacon Act requirements apply. Maintain copies of payrolls on file for review during monitoring visits. In addition, the pre-construction conference must announce if the requirements of Section 3 ([24 CFR 75](#)) apply. The project administrator must promptly review all Section 3 requirements upon receipt, sign, and date. Minutes of the pre-construction conference that document the discussion

of federal regulations shall be kept in the project files.

8. Prevailing Wage Rates/Davis-Bacon

All developments funded through this NOFA process are public works within the meaning of Labor Code [Section 1720](#), and it will be the applicant, developer's, and owner's responsibility to ensure compliance with California's Prevailing Wage Laws, Labor Code [Section 1770](#) et seq. and all regulations and wage orders that may apply. Generally, developments funded using federal funds (CDBG, HOME or PBVs) require compliance with the Davis-Bacon Act and require payment of Federal Davis-Bacon Wage rates or State Prevailing Wages to construction workers. Applicants must use the required wage rates in the calculation of project development costs. The Davis-Bacon Wage Act ([40 U.S.C. 276a – 276a-5](#)) requires the payment of wages to laborers and mechanics at a rate not less than the minimum wage determination specified by the U.S. Secretary of Labor. Wage determinations are available at <https://sam.gov/content/wage-determinations>. CDBG, HOME and PBV projects must comply when:

- A. CDBG: Rehabilitation of residential property contains eight or more units.
- B. HOME: The rehabilitation or new construction of a housing development includes 12 or more units assisted with HOME funds.
- C. PBV: The award of nine or more PBVs.

Successful applicants will be required to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, County staff, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and other methods of submission is allowed in situations where the contractor is unable or limited in its ability to use or access the electronic system. County staff will conduct monitoring of labor compliance documents. Weekly review of certified payroll reports is required. The applicant must use either the Department of Labor's [WH-347](#) payroll form or any other type of payroll form that contains all the information required on the [WH-347](#) form. The applicant shall conduct compliance reviews of the project by conducting Employee Interviews as required by [Davis-Bacon](#) labor standards. [Form HUD-11](#) (Record of Employee Interview) must be used to conduct employee interviews and records must be stored in a secure location. The applicable Davis-Bacon Wage Decision, including modifications, and the Federal Labor Standards Provisions must be included in the project bid documents and/or contract specifications for any work subject to Davis-Bacon Prevailing Wage requirements.

NOTE: If there is a wage discrepancy between Davis-Bacon and California Prevailing Wage laws, the applicant shall comply with the stricter requirement.

9. Title Insurance

Submit a California Land Title Association (CLTA) or an American Land Title Association (ALTA) policy insuring the County of San Diego.

10. Transition Reserve

PSH developments and developments with PBVs shall have a transition reserve in the amount established by HCDS in the event that any PBV rental assistance is not renewed, or in the event that operating subsidies are exhausted and the Project cannot secure sufficient other rental or operating subsidies to continue without immediately raising rents.

The minimum amount of the transition reserve for renewable PBV rental assistance shall be the amount sufficient to prevent rent increases for one year following the loss of the rental assistance.

If rent increases are necessary after exhausting all transition reserve funds, such increases shall only be permitted to the minimum extent required for financial feasibility, as determined by HCDS

The owner shall notify HCDS, twelve (12) months in advance, of any rent increases due to exhaustion of the transition reserve. If rent increases are necessary due to loss of rental or operating assistance, or if it is determined that tenants will need to move after exhausting all transition reserve funds, a transition plan shall be implemented to identify other permanent housing options that may be more affordable to tenants who cannot afford the increased rent, and to assist those persons in accessing other available housing. Funds from the transition reserve may be used for these expenses.

Permanent Supportive Housing Developments and Developments with PBVs subsidies shall have a transition reserve in the amount established by HCDS. In the event that any Project-Based rental assistance is not renewed, or in the event that operating subsidies are exhausted, and the development cannot secure sufficient replacement rental or operating subsidies to continue without immediately raising rents.

NOTICE OF FUNDING AVAILABILITY ATTACHMENTS

NOFA ATTACHMENTS

ATTACHMENT A – Required Federal Provisions

Applicants that receive federal funding sources shall be prepared to comply with the following federal provisions, as applicable.

1. Broadband Infrastructure

HUD requires installation of broadband infrastructure at the time of new construction and substantial rehabilitation of multifamily rental housing that is funded or supported by HUD under CDBG regulations [24 CFR 5.100](#), [24 CFR 570.202\(g\)\(1\)\(2\)\(3\)](#), and [24 CFR 570.204\(a\)](#), and HOME regulations [24 CFR 92.251\(a\)\(2\)\(vi\)](#) and [24 CFR 92.251 \(b\)\(1\)\(x\)](#), and PBV regulations [24 CFR 983.153\(f\)](#), [24 CFR 983.207\(d\)\(4\)](#), and [24 CFR 983.212\(b\)\(3\)](#).

2. Build America Buy America (BABA)

BABA, also known as Buy America Preference (BAP), [2 CFR Part 184](#) requires that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects are produced in the United States. On April 18, 2022, the Office of Management and Budget (OMB) issued [Memorandum M-22-11](#) regarding application requirements to federal financial assistance programs and awards for infrastructure projects. BABA requirements apply to ALL infrastructure projects funded with Federal Financial Assistance provided by HUD after November 14, 2022, unless a waiver applies.

3. Byrd Anti-Lobbying Amendment

In accordance with [31 U.S.C. 1352](#) and related regulations, (a) Contractor certifies, and shall require each lower-tier recipient (as that term is defined in 31 U.S.C. 1352) to certify to the tier above, that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any covered federal contract, grant or any other award covered by 31 U.S.C. 1352, and (b) Contractor shall disclose, and shall require each lower-tier recipient to disclose to the tier above, any lobbying with non-federal funds that takes place in connection with obtaining any covered federal award.

4. Clean Air Act and the Federal Water Pollution Control Act [for contracts in excess of \$150,000]

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, [42 U.S.C. 7401 et seq.](#)
- a. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate federal agency, and the appropriate Environmental Protection Agency (EPA) Regional Office.
 - b. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
- B. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, [33 U.S.C. 1251 et seq.](#)
- a. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate federal agency, and the appropriate Environmental Protection Agency Regional Office.
 - b. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

5. **Contract Work Hours and Safety Standards Act** [for contracts in excess of \$100,000 that involve the employment of mechanics or laborers]
If mechanics or laborers are to be employed under this Agreement, Contractor shall comply with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR 5](#)). Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. Contractor shall not require any laborer or mechanic to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.
6. **Copeland Anti-Kickback Act** [for construction or repair contracts in excess of \$2,000]
A. Contractor. The Contractor shall comply with [18 U.S.C. 874](#), [40 U.S.C. 3145](#), and the requirements of [29 CFR Part 3](#), as may be applicable, which are incorporated by reference into this Agreement.
B. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal funding agency may be appropriate instructions required, as well as a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a Contractor and subcontractor as provided in [29 CFR 5.12](#).

7. **Davis-Bacon Act** [for construction contracts in excess of \$2,000]
A. All transactions regarding this Agreement shall be done in compliance with the [Davis-Bacon Act](#) (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of [29 CFR 5](#), as may be applicable. The Contractor shall comply with [40 U.S.C. 3141-3144, and 3146-3148](#) and the requirements of [29 CFR 5](#), as applicable.
B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
C. Additionally, contractors are required to pay wages not less than once a week.
8. **Debarment and Suspension**
a. This Agreement is a covered transaction for purposes of [2 CFR 180](#) and [2 CFR 3000](#). As such, the Contractor is required to verify that none of the Contractor's principals (defined at [2 CFR 180.995](#)) or its affiliates (defined at [2 CFR 180.905](#)) are excluded (defined at [2 CFR 180.940](#)) or disqualified (defined at [2 CFR. 180.935](#)).
b. The Contractor must comply with [2 CFR 180, subpart C](#) and [2 CFR 3000, subpart C](#), and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
c. This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with [2 CFR 180, subpart C](#) and [2 CFR 3000, subpart C](#), in addition to remedies available to county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

9. Environmental Review Requirements

The proposed development will be subject to an Environmental Review under the California Environmental Quality Act (CEQA) and the CEQA Guidelines (California Code of Regulations, [Title 14, Division 6, Chapter 3, Sections 15000-15387](#)), and the National Environmental Policy Act (NEPA) in accordance with HUD [24 CFR Part 58](#) environmental regulations. County of San Diego staff will prepare and/or review the CEQA and NEPA documentation, as appropriate. Please reference the Environmental Review section Pg. 19 for more details.

10. Equal Employment Opportunity

During the performance of this Agreement, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or Applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or Applicants as a part of such employee's essential job functions discloses the compensation of such other employees or Applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order [11246](#) of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- H. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to [Executive Order 11246](#) of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

11. **Procurement of Recovered Materials**

- A. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule.
 - Meeting contract performance requirements; or
 - At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at [EPA's Comprehensive Procurement Guidelines](#).

- C. The Contractor also agrees to comply with all other applicable requirements of the Solid Waste Disposal Act, [40 CFR Part 247](#).

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with [2 CFR 200.216](#), Contractor and its subcontractors are prohibited from expending funds under this Agreement to:

- A. Procure or obtain.
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

13. Contracting with Small and Minority-Owned Business Enterprises, Women-Owned Business Enterprises and Labor Surplus Area Firms

Contractor shall, in accordance with [2 CFR 200.321](#), take affirmative steps to include minority-owned business enterprises, women-owned business enterprises and labor surplus area firms by:

- A. Placing qualified small and minority-owned businesses and women-owned business enterprises on solicitation lists.
- B. Assuring that small and minority-owned businesses, and women-owned business enterprises are solicited whenever they are potential sources.
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-owned businesses, and women-owned business enterprises.
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-owned businesses, and women-owned business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

ATTACHMENT B – Program Basics

This information is highly abridged and is applicable only to this NOFA. Applicants are responsible for reviewing and adhering to the complete regulations for each funding source applied:

CDBG: COMMUNITY DEVELOPMENT BLOCK GRANT

HCDS is announcing fund availability through the CDBG Program for the acquisition of real property for the intended use of affordable housing development and/or rehabilitation of existing housing. Housing developments with allocation of CDBG funds must be located within eligible municipalities and shall comply with eligible uses. CDBG funds cannot be used to construct new housing. Acquisition-only developments may not be carried out by for-profit entities. Applicants who wish to pursue CDBG funding must ensure their proposed developments fully comply with all federal laws and regulations, including those prescribed in [Title 24](#) of the Code of Federal Regulations (CFR).

AFFORDABILITY PERIOD REQUIREMENTS

HCDS imposes affordability restrictions of 55 years for all CDBG-funded NOFA developments. HUD minimum affordability requirements mandate that real property acquired or improved with CDBG funds in excess of \$25,000 must be operated in accordance with CDBG affordability requirements until five years after the closeout of the grant from which the assistance to the property was provided. All developments shall maintain compliance with a national objective or the CDBG Program funding must be reimbursed. Proposals awarded CDBG funds must comply with affordability requirements pursuant to [24 CFR 570](#), as amended from time to time.

ASSISTED UNIT RESTRICTIONS

- An eligible activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, must be occupied by at least 51 percent low- and moderate-income households, except in rare circumstances as defined in [24 CFR 570.208\(a\)\(3\)](#).
- Funds expended for acquisition or rehabilitation of property for housing that qualifies under [24 CFR 570.208\(a\)\(3\)](#) are limited to an amount determined by multiplying the total cost (including CDBG and non-CDBG costs) of the acquisition, construction, or rehabilitation by the percent of units in such housing to be occupied by low- and moderate-income persons.
- The rent and occupancy restrictions will be incorporated into a regulatory agreement and will bind the development for the full term of the regulatory agreement regardless of prepayment, sale, or transfer. To be effective, affordability restrictions will be recorded in the regulatory agreement.
- Rental housing acquisitions funded with CDBG shall be conducted by a non-profit or public agency, as for-profit entities are prohibited from acquisition only CDBG developments.

JURISDICTION

HCDS may only invest CDBG funds in eligible developments within the jurisdictional boundaries of the CDBG Urban County, which consists of the Unincorporated Areas of the County and the cities of Coronado, Del Mar, Imperial Beach, Lemon Grove, Poway, and Solana Beach.

HOME INVESTMENT PARTNERSHIPS PROGRAM

HCDS is announcing the availability of funds through the HUD HOME for the acquisition, construction, and/or rehabilitation of real property for the purpose of affordable multi-family rental housing developments located within the HOME Consortium. Applicants who wish to pursue HOME funding must ensure their proposed developments fully comply with all federal laws and regulations, including those in [Title 24](#).

AFFORDABILITY REQUIREMENTS

HOME-assisted units shall be affordable at initial occupancy and as defined in the development regulatory agreement. If HOME assisted units remain unoccupied six months following the completion date in the Integrated Disbursement and Information System (IDIS), additional information will be required to be reported to HUD. If, within 18 months from the date of development completion in IDIS, HOME-assisted units remain unoccupied, HUD will require repayment of all HOME funds invested in the development. Proposals awarded HOME funds must comply with affordability requirements pursuant to [24 CFR Part 92](#), as amended from time to time.

ASSISTED UNITS

Only units receiving HOME funds are considered "HOME-assisted units." HOME per-unit subsidy limits, rent limits, and HOME occupancy requirements apply only to "HOME-assisted units." The proportion of rent-restricted units to the total number of units in the development shall, at a minimum, equal the proportion of HCDS investment in the total development cost. Unrestricted units are not eligible for HOME subsidy.

Restrictions:

- Tenant incomes and rents are strictly controlled during the affordability period. Owners are required to examine tenant incomes annually to ensure that tenants meet the HOME income requirements.
- The rent and occupancy restrictions will be incorporated into a regulatory agreement and will bind the development for the full term of the regulatory agreement regardless of prepayment, sale, or transfer. In order to be effective, affordability restrictions will be recorded in the regulatory agreement.
- Leases are required for all HOME-assisted rental units, consistent with [24 CFR 92.209\(g\)](#). The lease term shall be for a period of at least one year unless a shorter period is mutually agreed upon between the Owner and Tenant and approved by the County.

FEES CHARGED BY DEVELOPMENT OWNERS

Development owners may not charge fees to tenants that are not reasonable or customary, such as a monthly fee for access to laundry facilities. Fees that are allowable include parking fees in neighborhoods where such fees are customary and the cost of non-mandatory services, such as meal or bus service (as long as the services are voluntary). Note that HOME funding may support special needs rental housing developments. However, the use of services by residents may not be imposed on a mandatory basis. HOME requires that supportive services are made available on a voluntary basis.

INCOME DETERMINATIONS

Applicants are responsible for ensuring income determination for HOME-assisted units are in compliance [24 CFR 92.203](#).

JURISDICTION

The HOME Consortium: Unincorporated Areas of the County, Urban County cities, and the cities of

Carlsbad, Encinitas, La Mesa, San Marcos, Santee, and Vista. HCDS may only invest its HOME funds in eligible developments within its boundaries, or in jointly funded developments within the boundaries of contiguous local jurisdictions which serve residents from both jurisdictions; see [24 CFR 92.201\(a\)\(2\)](#) for additional information.

LOW-INCOME HOUSING TAX CREDIT (LIHTC)

Qualified LIHTC units shall not exceed LIHTC rent limits. HOME-assisted units must meet High HOME and Low HOME rent requirements.

NOTE: Combining HOME and tax credits affects rental properties in various complex ways, and applicants are urged to consult a subject expert prior to submitting their proposal.

MAXIMUM INITIAL RENTS

Every HOME-assisted unit is subject to rent controls called "HOME rents." For properties of five (5) or more units, there are two (2) HOME rents established for every development: "High HOME rents" and "Low HOME rents." HOME rent limits include both the rent and utilities (or utility allowances). Review and approval of rents for each HOME-assisted rental development is required *each year* to ensure that rents comply with the HOME limits and do not result in undue increases from the previous year. Refer to the HOME regulations at [24 CFR 92.252](#) for a full definition.

OCCUPANCY REQUIREMENTS

HOME-assisted units shall be initially occupied by families who have annual incomes that are 60 percent or less of San Diego's AMI. In developments of five or more HOME units, at least 20 percent of the HOME-assisted units shall be continually occupied by families who have annual incomes that are 50 percent or less of San Diego's AMI. See Attachment "E" entitled "San Diego County Income Limits."

PROJECT COMMITMENT AND COMPLETION

Commitment of NOFA HOME funds is defined as full execution of the HCDS loan documents. HCDS will not commit HOME funds to a new-construction or rehabilitation project until:

- All necessary financing is secured.
- A budget and production schedule are established. Use of HOME funds shall be clearly identified by line item.
- Underwriting and subsidy layering reviews are completed.
- Market assessment is completed.
- Assessment of the experience and financial capacity of the Applicant is completed.
- Construction is expected to start within 12 months.
- [Section 104\(d\)](#) One-for-One Replacement Plan, if applicable, has been posted.

Developments shall be fully occupied within four years from the date the written agreement is executed (project commitment). A development will be terminated if not completed within four years and repayment of the HOME funds will be triggered. In the event that a development is not completed within the four-year timeframe, HCDS may request a 12-month extension from HUD. The request should provide information about the status of the development, steps being taken to overcome obstacles to completion, proof of adequate funding to complete the development, and a schedule with milestones for completion of the development.

PROPERTY INSPECTION REQUIREMENTS

Developments shall be inspected at time of acquisition and throughout the affordability period to ensure that the units meet the required property standards. Onsite inspections will occur within 90 days of occupancy and at least once every three years thereafter during the period of affordability. Inspections may occur more often based on changes in program rules and/or at HCDS discretion.

PROPERTY STANDARDS

New Construction

Housing newly constructed with HOME funds shall meet applicable state and local codes, ordinances, and zoning requirements. HOME-assisted new-construction developments shall meet state or local residential and building codes, as applicable, or, in the absence of a state or local building code, the International Residential Code or International Building Code (as applicable to the type of housing) of the International Code Council. The housing shall meet the applicable requirements upon development completion. In addition, the following apply:

- The housing shall meet the accessibility requirements of [24 CFR 8](#), which implements Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities Act implemented at 28 CFR 35 and 36, as applicable. Covered multi-family dwellings, as defined at [24 CFR 100.201](#), must also meet the design and construction requirements of [24 CFR 100.205](#), which implements the Fair Housing Act.
- Where relevant, the housing shall be constructed to mitigate the impact of potential disasters (e.g., earthquakes, hurricanes, flooding, and wildfires), in accordance with state and local codes, ordinances, or other state and local requirements, or such other requirements HUD may establish.

Existing Rental Housing

Existing rental housing that is acquired with HOME funding that was constructed or rehabilitated less than twelve (12) months before receipt of a commitment of HOME funds shall meet the property standards required for new-construction and rehabilitation developments, as included in [24 CFR 92.251](#). HCDS will document compliance with the regulations based upon a review of approved building plans and Certificates of Occupancy and an inspection that is conducted no earlier than 90 days before the commitment of HOME funding. All other existing rental housing that is acquired with HOME funding shall meet the HOME rehabilitation property standards requirements. HCDS will document compliance with the regulations based on an inspection that is conducted no earlier than 90 days before the commitment of HOME funding. If the property does not meet these standards, HOME funds cannot be used unless the property is rehabilitated to meet the standards as included in [24 CFR 92.251](#).

SITE AND NEIGHBORHOOD STANDARDS

HCDS provides HOME funds for housing that furthers compliance with civil rights laws and that promotes greater choice of housing opportunities. Proposed new-construction developments must meet site and neighborhood standards as outlined in [24 CFR 92.202](#).

SUBSIDY LIMITS

The minimum HOME investment in rental housing may not exceed the per-unit dollar limitations established. Reference [HOME Maximum Per-Unit Subsidy Limits](#) for detailed information.

HOME Program regulations require the number of HOME-Restricted units in a development be at least proportional to the amount of HOME funds invested when compared to the total development cost.

UTILITY ALLOWANCES

[24 CFR 92.252\(d\)](#) requires HCDS to determine an individual utility allowance for each HOME rental development, either (1) by using the HUD Utility Schedule Model or (2) by otherwise determining the allowance based upon the specific utilities used at the development.

The model is available at: <https://www.huduser.gov/portal/resources/utilallowance.html>. As more developments are built or renovated to meet higher energy-efficiency standards, using a standard utility allowance may not accurately reflect actual utility costs, making it harder to justify.

VACANT LAND

Acquisition of vacant land or demolition with HOME funds may be undertaken only for a particular affordable housing development on which construction will begin within 12 months. HOME funds may not be used to acquire property or demolish structures on land for which there is not an immediate, planned HOME-eligible use.

HOME-ARP: INVESTMENT PARTNERSHIPS AMERICAN RESCUE PLAN

HCDS is announcing the availability of funds through HUD HOME-ARP for the acquisition, construction, and/or rehabilitation of real property for individuals and families experiencing or at risk of homelessness located within the HOME Consortium. Applicants who wish to pursue HOME-ARP funding must ensure their proposed developments fully comply with all federal laws and regulations, including those detailed in [HUD CPD-21-10](#) and is subject to [24 CFR Part 92](#).

TENANT POPULATION

The HOME-American Rescue Plan Program (HOME-ARP) units must serve qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. Qualifying populations include homeless as defined in [24 CFR 91.5](#), At-Risk of Homelessness as defined in [24 CFR 91.5](#) and Other Populations where providing supportive services or assistance under section [212\(a\) of National Affordable Housing Act \(NAHA\) 42 U.S.C. 12742\(a\)](#) would prevent the family's homelessness or would serve those with the greatest risk of housing instability.

INCOME LIMITS

HOME-ARP funding benefits households in qualifying populations, including extremely low-income (ELI) families, as described in [24 CFR Part 91.5](#). The ELI limit is calculated as 30 percent of the area's median family income and may not be the same as the Section 8 ELI limit. Borrower is responsible for ensuring compliance with the most restrictive requirements as outlined in [CPD-21-10](#).

RENT LIMITS

If the unit received federal or state project-based rental subsidy and the household pays a contribution towards rent not more than 30 percent of the household's adjusted income, then the maximum rent is the rent allowable under the federal or state project-based rental subsidy program.

COMPLIANCE PERIOD

The HOME-ARP compliance period is the greater of 15 years or the term of the Housing Assistance Payment contract.

IHTF: INNOVATIVE HOUSING TRUST FUND

HCDS is announcing the availability of IHTF funds for affordable multi-family rental housing developments located within San Diego County. The goal of IHTF is to provide affordable housing for San Diego region's most vulnerable populations, as identified in [Section 232.5](#) of Article XV of the County of San Diego's Administrative Code. These funds shall be used for the creation of new units through acquisition, construction, rehabilitation, loan repayment, and capital improvements of housing developments, as well as preservation of affordable housing developments at risk of conversion to market rate housing, and related costs as identified in [Section 232.5](#) of Article XV of the County of San Diego's Administrative Code. IHTF funding is contingent upon the applicant obtaining commitments from all other necessary funding sources. Proposals awarded IHTF funds must comply with affordability requirements imposed by the County.

PLHA: PERMANENT LOCAL HOUSING ALLOCATION

PLHA Program funds can be used for the acquisition, development or rehabilitation of affordable multi-family rental housing. Housing developments allocated PLHA funds must be located within the Unincorporated Areas of the County of San Diego; this aligns with the CDBG Urban County jurisdiction.

PLHA funds are available through an allocation of funding from the State of California Department of Housing and Community Development (HCD) to the County under the PLHA Entitlement Formula component. The [PLHA Guidelines](#), published through HCD, include additional information regarding the use of PLHA funds for housing developments. Proposals awarded PLHA funds must comply with Section 301 and Section 101 of the [PLHA Final Guidelines](#).

ASSISTED UNIT RESTRICTIONS

- Funding is for the acquisition, development or rehabilitation of affordable multi-family rental housing targeting households earning at or below 60 percent AMI.
- The affordability period for PLHA developments is at least 55 years.
- Tenant incomes and rents are strictly controlled during the affordability period. Owners are required to examine tenant incomes annually to ensure that tenants meet PLHA requirements.
- The rent and occupancy restrictions will be incorporated into a regulatory agreement and will bind the development for the full term of the regulatory agreement regardless of prepayment, sale, or transfer. In order to be effective, affordability restrictions will be recorded in the regulatory agreement.
- Rent restrictions shall comply with the Multifamily Housing Program Final Guidelines [Section 7312](#) and the [Section 7301](#) definition of "Affordable Rent."

EXPENDITURE REQUIREMENTS

- The awarding of PLHA funds will include an established timeline or reservation period to ensure compliance with the expenditure deadline.

JURISDICTION

HCDS may only invest PLHA funds in eligible developments within the jurisdictional boundaries of the Urban County, which consists of the Unincorporated Areas of the County and the cities of Coronado, Del Mar, Imperial Beach, Lemon Grove, Poway, and Solana Beach.

REQUIREMENTS

- As applicable, developments shall operate in a manner consistent with the Housing First practices described in California Code of Regulations, Title 25, [Section 8409\(b\)\(1\)-\(6\)](#). Recipients of funds for

eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in [Section 8255\(b\)](#) of the Welfare and Institutions Code.

- Applicants shall comply with all requirements of applicable California relocation law (Gov. Code, § 7260 et seq. and the regulations promulgated thereunder at California Code Regulations, [Title 25, Section 6000 et seq.](#)) Any relocation plan for the Development shall be subject to the review and approval of the County of San Diego and/or State.
- PLHA assistance will be provided as a loan evidenced through a Promissory Note and secured by a Deed of Trust.

PBV PROGRAM BASICS

PBV contracts will have a 20-year term. The PBV program is a federal Section 8 housing subsidy program that ties rental assistance directly to a specific unit or development. PBV participants are required to live in a development that is participating in the PBV Program.

HACSD PBVs can be used for new construction, and substantially rehabilitated developments comprised of multi-family units. Allocations of PBVs will only be awarded to multi-family rental housing developments that will be occupied by qualified, very-low income and special needs households with incomes at or below 50 percent AMI; VASH PBVs may serve eligible households with incomes at or below 80 percent AMI. Special needs households are defined in further detail in the paragraphs below. Housing developments allocated PBVs may be located within the Urban County and the additional cities of Chula Vista, El Cajon, Escondido, La Mesa, San Marcos, Santee, or Vista. All applications requesting PBV allocations will be reviewed for the following criteria:

- The Development's contributions to the geographical distribution of affordable housing throughout the jurisdiction, promoting the de-concentration of poverty and furthering fair housing objectives.
- The extent to which special needs populations will be served and the level of corresponding supportive services.
- Demonstrated community support for the development.

New construction and substantially rehabilitated developments are subject to an **Environmental Review** under the National Environmental Policy Act (NEPA) or are subject to a determination of being exempt or excluded from the requirements of the Act. Developments applying for PBVs are also subject to a subsidy layering review and execution of Agreement to Enter into Housing Assistance Payment contract (AHAP) prior to the commencement of construction.

In order to ensure that the developments meet the appropriate level of Housing Quality Standards (HQS), the development shall be inspected for compliance with Section 8 HQS prior to the execution of the Housing Assistance Payment (HAP) contract with the development owner or designee. The PBV rent limits and specific Contract terms shall be based upon the development's characteristics, fair market rent, the Housing Choice Voucher payment standard at time of Contract execution, and an analysis of "rent reasonableness." An analysis of the proposed PBV rents will be conducted to determine "rent reasonableness" based upon a comparison of rents for comparable unassisted units in the local market.

Your attention is directed to HUD regulations pertaining to the PBV program found in [24 CFR 982](#) and [24 CFR 983](#), and [HACSD Administrative Plan](#).

In general, the Public Housing Agency (PHA) may not select a proposal to provide PBV assistance for units in a development or enter into an Agreement to enter into an HAP contract or AHAP to provide PBV assistance for units in a development, if the total number of dwelling units in the development that will receive PBV assistance during the term of the PBV HAP contract is more than the greater of 25 units or 25 percent of the number of dwelling units, assisted or unassisted, in the development. There are three exceptions to this rule:

- The units are exclusively for elderly families, as defined in [24 CFR 5.403](#).
- The units are for households eligible for supportive services available to all families receiving PBV assistance in the development.

EVALUATION CRITERIA

The evaluation criteria listed below will be scored based on the application and attachments submitted as part of the proposal. Proposal materials should give clear, concise information in sufficient detail to allow an evaluation based on these requirements. Although some of the elements listed below will be weighted more heavily than others, all requirements are considered necessary for evaluation.

1. The development’s contributions to the geographical distribution of affordable housing throughout the jurisdiction.
2. The development promotes greater choice of housing opportunities and encourages assisted persons to move into areas of low poverty. Include an explanation of how the development is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities in accordance with the PHA Plan and the PHA’s Administrative Plan policies.
3. Accessibility features within the development.
4. The level of supportive services provided to the special needs’ population, if applicable.
5. Demonstrated Community Support for the development as evidenced by letters of support from the local government, local organizations, local advocacy groups, and local planning group.

HUD-VASH: VETERANS AFFAIRS SUPPORTIVE HOUSING PROGRAM/PBV FUNDING

HACSD is announcing the opportunity for an allocation of “Section 8” Housing Choice Vouchers for HUD-VASH. This funding source can be used for new-construction and multi-family rental housing developments.

Allocations of PBVs should be occupied by qualified, low-income, and special needs households. Applicants who wish to pursue PBV allocations shall ensure their proposed development fully complies with all federal laws and regulations, including those in [24 CFR 983](#).

Project goals for HUD-VASH PBVs site development:

- Close proximity to VA’s Community Based Outpatient Clinics as listed here: <https://www.sandiego.va.gov/locations/index.asp>.
- Provision of a studio or 1-bedroom apartment unit.

- Provision of case management and supportive services by the Designated Service Provider.
- Close proximity to public transportation for easy access to VA's Medical Center in La Jolla.
- Close proximity to grocery stores and other essential businesses.
- Property Management companies with on-site employees who have demonstrated experience with HUD-VASH resident population and management of operating other PBV housing sites.

NOTE: This process requires consultation with VA staff prior to applying for HUD-VASH PBVs, as the [VA Medical Center](#) issues the vouchers and arranges case management services.

The HUD-VASH Program combines the HUD HCV rental assistance for homeless veterans with case management and clinical services provided by the VA Medical Centers in the community. Generally, the HUD-VASH HCV program is administered in accordance with regular HCV program requirements ([24 CFR 982](#) and [24 CFR 983](#)).

The HACSD'S Project-Based HUD-VASH Vouchers can be used for new construction units and substantially rehabilitated developments comprised of multi-family units. These PBVs will enable homeless veterans to access affordable housing with an array of supportive services. If a single development consists of both existing and new construction/rehab housing types, separate applications shall be submitted for each type of housing. These applications will be scored separately, which may result in only part of the total development receiving funding. A housing unit is considered an existing unit for purposes of the PBV program if, at the time of notice of HACSD selection, the units substantially comply with the HQS issued by the U.S. Department of HUD. All sites shall be located within the jurisdiction of the HACSD, as described below. PBV units shall pass HQS inspection prior to the execution of the HAP contract.

Developments shall be located within the jurisdiction of the HACSD which is comprised of: the Unincorporated Areas of the County of San Diego and the cities of Coronado, Del Mar, Imperial Beach, Lemon Grove, Poway, Solana Beach, Chula Vista, El Cajon, Escondido, La Mesa, San Marcos, Santee, and Vista.

NOTE: Your attention is directed to HUD regulations pertaining to VASH PBVs program found in [24 CFR Parts 982](#) and [983](#), [HACSD Administrative Plan](#) and [Public and Indian Housing \(PIH\) Notice 2017-21](#).

The development may be owned by any individual, corporation, trust, partnership, or non-profit entity excluding those sanctioned from participation.

HACSD may issue PBVs in limited increments and in a manner consistent with a varied geographical distribution. The maximum number of VASH PBVs awarded to any development will be dependent on VA completion of the consultation request form. In general, the PHA may not select a proposal to provide PBV assistance for units in a development or enter into an Agreement to enter into a HAP contract to provide PBV assistance for units in a development, if the total number of dwelling units in the development that will receive PBV assistance during the term of the PBV HAP contract is more than the greater of 25 units or 25 percent of the number of dwelling units, assisted or unassisted, in the development. There are two exceptions to this cap:

- The units are exclusively for elderly families.

- The units are for households eligible for supportive services available to all families receiving PBV assistance in the development.

EVALUATION CRITERIA

The evaluation criteria listed below will be scored based on the application and attachments submitted as part of the proposal. Proposal materials should give clear, concise information in sufficient detail to allow an evaluation based on these requirements. Although some of the elements listed below will be weighted more heavily than others, all requirements are considered necessary for evaluation.

1. Bedroom Sizes

This factor will be rated by HACSD based on the bedroom sizes of the development units. Based on information provided by the VA, it has been determined that participants in the VASH program fare better in units with smaller bedroom sizes. Criteria listed below are in descending order of importance and will be weighted in the evaluation of the applicant's written and proposals accordingly:

- A. Developments that request one-bedroom project-based vouchers
- B. Developments that request two-bedroom project-based vouchers
- C. Developments that request three-bedroom project-based vouchers

2. The development's contributions to the geographical distribution of affordable housing throughout the jurisdiction.
3. The development promotes greater choice of housing opportunities and encourages assisted persons to move into areas of low poverty. Include an explanation of how the project is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities in accordance with the PHA Plan and the PHA's Administrative Plan policies.
4. Accessibility features within the development.
5. The level of supportive services provided to the special needs population, if applicable.
6. VASH PBVs Unit Concentration Consultation Request. The proposal must include a signed VASH PBVs Unit Concentration Consultation Request. All U.S. Department of Veteran Affairs inquiries should be directed to Jonathan Flood, Supervisor HUD-VASH Program, at: Jonathan.Flood@va.gov or (619) 497-8967.

ATTACHMENT C – Sample Insurance Requirements

BORROWER’S INSURANCE REQUIREMENTS

Without limiting Borrower’s indemnification obligations to County, Borrower shall provide at its sole expense and maintain for the duration of this Agreement, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Borrower, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001.
- C. Workers’ Compensation, as required by State of California and Employer’s Liability Insurance.
- D. Property Insurance against all risk or special form perils, including Replacement Cost coverage, without deduction for depreciation, for the property owned by Borrower, including all property identified in the Agreement including improvements to the Premises constructed and/or owned by Borrower. The policy shall provide for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery, and equipment and provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the term of this Agreement, including during transit, installation, and testing.

Rental Income Insurance assuring receiving the minimum monthly rent in the event the Property are damaged or destroyed, with a minimum period of coverage of one (1) year.

2. Minimum Limits of Insurance

Borrower shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000 and shall be a Per Location Aggregate. Fire Damage Limit (Any One Fire) three hundred thousand dollars (\$300,000) and Medical Expense Limit (Any One Person) five thousand dollars (\$5,000).
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage. Coverage shall include a waiver of subrogation endorsement in favor of County of San Diego.
- C. Employer’s Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Property: Full replacement cost of all real and personal property with no coinsurance penalty provision.

If the Borrower maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Borrower. As a requirement of this Agreement, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Borrower shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The property insurance deductible shall not exceed one hundred thousand dollars (\$100,000) per occurrence and shall be borne by Lessee.

4. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Borrower including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Borrower. General Liability coverage can be provided in the form of an endorsement to the Borrower's insurance (at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this project, the Borrower's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Borrower's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

E. Loss Payee Clause

Property policy shall name County as loss payee as its interests may appear. Loss, if any, shall be adjustable with and payable to the County as trustee for all entities having an insurable interest, except in such cases as may require payment of all or a proportion of such insurance to be made to a mortgagee as its interest may appear.

GENERAL PROVISIONS

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Agreement, but in no event later than the effective date of the Agreement, Borrower shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Borrower shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Borrower's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Agreement, and County may, at its option, terminate the Agreement for any such default by Borrower.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Borrower, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Borrower pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Borrower to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Borrower may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. Borrower shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Borrower's (i) net worth, and (ii) reserves for payment of claims of liability against Borrower, are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. Borrower's utilization of self-insurance shall not in any way limit liabilities assumed by Borrower under the Agreement.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Borrower's commencement of work under the Agreement (including subsequent policies purchased as renewals or replacements).
- B. Borrower will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contact.
- C. If insurance is terminated for any reason, Borrower shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Agreement.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Borrower shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Borrower shall ensure that County is an additional insured on insurance required from

subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any subcontractor's coverage does not comply with the foregoing provisions, Borrower shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Borrower hereby grants to County a waiver of their rights of subrogation which any insurer of Borrower may acquire against County by virtue of the payment of any loss. Borrower agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Borrower, its employees, agents and subcontractors.

INSURANCE REQUIREMENTS FOR CONSTRUCTION CONTRACTORS

Without limiting Construction Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of the contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, including Premises, Operations, Products and Completed Operations, Contractual Liability, Independent Contractors Liability, Broad Form Property Damage, and Explosion, Collapse and Underground Damage (XCU). Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001. Policy shall contain a Pollution Coverage Endorsement (MCS-90) or Pollution Liability-Broadened Coverage for Covered Autos-Business Auto, Motor Carrier and Truckers Coverage Forms, Form # CA9948 0306.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability (Errors & Omissions) appropriate to the Contractor's profession and the type of work to be undertaken.
- E. Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions required if project involves environmental hazards.
- F. Builder's Risk covering all new construction and materials which are the subject of this Contract.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$5,000,000 per occurrence for bodily injury and property damage. Products and Completed Operations with limits of not less than \$5,000,000 per occurrence to be maintained for three years following Acceptance of work by the County. The General Aggregate limit shall be \$10,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

- D. Professional Liability (Errors & Omissions): \$5,000,000 per occurrence or claim with an aggregate limit of not less than \$5,000,000. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor’s work pursuant to the Contract.
- E. Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions: \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000.
- F. Builder’s Risk: All risk or special form perils including theft or building materials covering completed value of project with no coinsurance penalty. Coverage shall be in an amount of no less than the full replacement value of the property at the time of loss. Coverage shall be provided on the work and materials which is subject of this Contract, whether in process or manufacture or finished, including “in transit” coverage to the final agreed-upon destination of delivery, and including loading and unloading operations and such coverage shall be in force until the work and materials are accepted by the County.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this project, the Contractor’s insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

C. Notice of Cancellation – Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

E. Loss Payee Clause

Builder's Risk policy shall name County as loss payee as its interests may appear. Loss, if any, shall be adjustable with and payable to the County as trustee for all entities having an insurable interest, except in such cases as may require payment of all or a proportion of such insurance to be made to a mortgagee as its interest may appear.

GENERAL PROVISIONS

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a “claims made” basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor’s commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors’ Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any subcontractor’s coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys’ fees, incurred by County as a result of subcontractor’s failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

SURETY BONDS

14. Contract Bonds

Prior to execution of the Contract, Contractor shall file with the County on the approved forms, the two surety bonds in the amounts and for the purposes noted below, duly executed by a reputable surety company satisfactory to County, and Contractor shall pay all premiums and costs thereof and incidental thereto, as security for payment of persons named in California Civil Code Section 3181 or amounts due under Unemployment Insurance Code with respect to Work or Labor performed by any such claimant. All alterations, time extensions, extra and additional work, and other changes authorized by the Specifications, or any part of the Contract, may be made without securing consent of the surety or sureties on the contract bonds. Each bond shall be signed by both Contractor and the sureties.

- A. The Payment Bond for public works shall be in an amount of one hundred percent (100%) of the Contract price, as determined from the prices in the bid form, and shall insure to the benefit of persons performing labor or furnishing materials in connection with the work of the proposed Contract. This bond shall be maintained in full force and effect until all work under the Contract is completed and accepted by the County, and until all claims for materials and labor have been paid.
- B. The Performance Bond shall be in an amount of one hundred percent (100%) of the Contract price as determined from the prices in the bid form, and shall insure the faithful performance by the Contractor of all work under the Contract. It shall also insure the replacing of, or making acceptable, any defective materials or faulty workmanship.

- C. Qualification of Sureties. Should any surety or sureties be deemed unsatisfactory at any time by the County, notice will be given Contractor to that effect, and Contractor shall substitute a new surety or sureties satisfactory to the County. No further payment shall be deemed due or will be made under the contract until the sureties qualify and are accepted by the County.

PROPERTY MANAGER'S INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability (Errors & Omissions) insurance appropriate to the Contractor's Profession, including, but not limited to medical administration, counseling and legal services.
- E. Improper Sexual Conduct including sexual harassment, sexual abuse and sexual misconduct applying to bodily injury, property damage or personal injury arising out of the actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of the insured or as a result of the negligent employment, investigation, hiring & supervision or the reporting or failure to report to proper authorities of a person for whom any insured is or ever was legally responsible.
- F. Cyber/Information Security Liability shall cover all of Contractor's employees, officials and agents. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall apply to any dishonest, fraudulent, malicious or criminal activities that affect, alter, copy, corrupt, delete, disrupt or destroy a computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of either electronic or non-electronic data, including publicizing confidential electronic or non-electronic data; causing electronic or non-electronic confidential electronic data to be accessible to unauthorized persons; transfer of computer virus, Trojan horse, worms or any other type of malicious or damaging code; and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

- D. Professional Liability (Errors & Omissions): \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor’s work pursuant to the Contract.
- E. Improper Sexual Conduct: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000.
- F. Cyber Security Liability. \$2,000,000 per claim with an aggregate limit of not less than \$2,000,000.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- A. Additional Insured Endorsement
The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).
- B. Primary Insurance Endorsement
For any claims related to this Contract, Contractor’s insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 20 01 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
- C. Notice of Cancellation
Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.
- D. Severability of Interest Clause
Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

GENERAL PROVISIONS

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder’s

alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.

D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

ATTACHMENT D – Sample Board Resolution
[Letterhead of Applicant]

RESOLUTION OF BOARD OF DIRECTORS

OF

WHEREAS, this entity has a minimum of four directors who constitute a quorum for conducting organization business, the organization conducts at minimum quarterly board meetings, quarterly financial statements are reviewed by the board, and the executive director and other paid staff do not serve as voting board members.

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.].

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

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 _____ 202____, the Board of Directors voted to authorize the _____ [title of person authorized], or his designee, to apply for and accept assistance of the Development located at _____ [address], for the purpose of obtaining financing for the _____ [purpose, i.e. acquisition, rehabilitation, refinancing, tenant relocation, construction, etc.] of the Development, in an amount not to exceed _____ (\$_____) from the County of San Diego, Department of Housing and Community Development.
3. That the Board of Directors further voted to authorize the _____ [title of person], or his designee, to execute any and all documents required by the County of San Diego, Health and Human Services Agency, including, without limitation, the Promissory Note, the Deed of Trust, the Regulatory Agreement, Escrow Instructions, and any and all other documents requested by the County of San Diego, Health and Human Services Agency, to document and secure its loan.
4. That the Board of Directors further authorized the _____ [title of person], or his designee, to perform all acts and to do all things necessary, in the opinion of the County of San Diego, Health and Human Services Agency to implement the funding and making of the Loan.

I, the undersigned, certify that this Resolution was adopted at regularly or specially noticed meeting of the Board of Directors on _____, 202____, at which a quorum of the Board of Directors was present, and at which the requisite percentage of the quorum voted to adopt the Resolution and that the Resolution has not been rescinded, modified or canceled as of the date of my execution of the same and that it remains in full force and effect as of this date. I further understand that the County of San Diego, Health, and Human Services Agency is relying on the validity of this Resolution in taking the actions to process and approve the application.

I declare under penalty of perjury, under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 202__ at San Diego, California.

By: _____

Title: _____

ATTACHMENT E – San Diego County Income Limits

Effective 2024*

Area Median Income ([AMI](#)) \$119,500

Household Size	30% of AMI Extremely Low Income	50% of AMI Very Low Income	80% of AMI Low Income
1	31,850	53,050	84,900
2	36,400	60,600	97,000
3	40,950	68,200	109,150
4	45,450	75,750	121,250
5	49,100	81,850	130,950
6	52,750	87,900	140,650
7	56,400	93,950	150,350
8	60,000	100,000	160,050

*Income Limits outlined in the table above are current as of the NOFA release date. Developments must abide by the County income limits as they may be amended from time to time.

ATTACHMENT F – Management Plan Requirements

Proposals must include a Management Plan for review and approval by HCDS. HOME program regulations under [24 CFR 92.253](#) require certain tenant and participant protections for all rental housing funded by the HOME program. In addition, HCDS requires a Comprehensive Site and Security Management Plan, Smoke-Free Housing Policies and a copy of the sample lease agreement and any addenda for all developments awarded funding through this NOFA.

The Management Plan is required to include all information noted below.

MANAGEMENT

- Role and responsibility of the Owner and/or Delegation of Authority of the Management Agent
- Description of Site/Units
- Scope of Duties
- Provisions for Update of Management Plan
- Changes in Management
- Personnel Policy and Staffing Arrangements
- Hiring and Personnel Policies
- Projected Staffing (Onsite Manager 16 or more units)
- Training and Monitoring
- Hiring of Residents
- Mandating Adequate Accounting Records and Handling Necessary Forms and Vouchers
- Accounting Basis, Collections and Disbursements
- Contracting, Purchasing, Cost Controls
- Compliance and Reporting
- Vacancies and Rent Losses
- Security Deposits
- Emergency Plan, Emergency Protocol, Evacuation Routes
- Evacuation Plan for tenants needing assistance in exiting the building
- Insurance

OCCUPANCY – MUST INCLUDE HOUSING FIRST PRACTICES (AS APPLICABLE)

- Plan and Procedures for Publicizing and Achieving Early and Continued Occupancy
- Outreach (Affirmative Fair Housing Marketing Plan and Advertising Plan).
- Resident Selection, Waiting List, Orientation
- Tenant File Management
- Property Management Software
- Privacy and Sensitive Information Safeguard
- Procedures for Determining Resident Eligibility and for Certifying and Annually Recertifying Household Income and Size
 - Initial Certification
 - Recertification
 - Changes in Eligibility During Occupancy
 - Leasing Procedures
- Rent Collection
 - Rent Payment
 - Late Rents
 - Rent Increases
- Plans for Enhancing Resident – Management Relations
 - Resident Organization(s)
 - Auxiliary Program

- If Housing First applies, include Housing First Best Practices consistent with the core components set forth in Welfare and Institutions Code Section 8255(b).
 - Policies to prevent evictions
 - Reasonable accommodations policies and practices

MAINTENANCE AND SECURITY

- Construction Follow-Up
- Maintenance Programs
 - Maintenance Duties
 - Maintenance Supervision and Performance
 - Resident Maintenance Requests
 - Resident Neglect and Abuse
 - Reconditioning for New Residents
 - Preventive Maintenance
 - Emergency Maintenance
 - Gardening and Landscape
 - Contract Maintenance
 - Maintenance Stock Control
- Security

GRIEVANCE AND APPEAL PROCEDURE

- Applicability
- Right to a Hearing
- Types of Hearing
 - Informal Hearing
 - Presentation of Grievance
 - Summary and Answer
 - Request for a Formal Hearing
 - Failure to Request a Hearing
 - Formal Hearing
 - Selection of the Hearing Officer or Hearing Panel
 - Time Limits
 - Fair Hearing
 - Private Hearing
 - Discovery
 - Disputed Carrying Charges or Other Charges
 - Proof
 - Failure to Appear at Hearing
- Decisions of the Hearing Officer or Hearing Panel
 - Binding Effect
 - Proposed Decision
 - Written Decision
 - Costs
- Enforcement of Hearing Officer's or Hearing Panel's Decision
 - Compliance with Decision
 - Failure to Comply with Decision
 - Enforcement of an Eviction Action
 - Right to Go to Court

ATTACHMENT G – Estimated Development Timeline

Development Title: _____ Applicant: _____

Anticipated TCAC Application Date: _____ 4% 9% 4% State

ITEM

PROJECTED COMPLETION DATE

SITE

Environmental Review Completed _____
 Site Acquired _____

LOCAL PERMITS

Conditional Use Permit _____
 Variance _____
 Site Plan Review _____
 Grading Permit _____
 Building Permit _____

CONSTRUCTION FINANCING

Loan Application _____
 Enforceable Commitment _____
 Closing and Disbursement _____

PERMANENT FINANCING

Loan Application _____
 Enforceable Commitment _____
 Closing and Disbursement _____

OTHER LOANS AND GRANTS

Type and Source: _____
 Application _____
 Closing or Award _____
 Funds Available _____

OTHER LOANS AND GRANTS

Type and Source _____
 Application _____
 Closing or Award _____
 Funds Available _____

Construction Start _____
 Construction Completion _____
 Placed in Service _____
 Occupancy of all Assisted Units _____

ATTACHMENT H – VASH PBVs Unit Concentration Consultation Request

Date Request Submitted:		Person Submitting Request:			
Applicant Name:					
Sponsor:					
Name of Development:					
Development Address:					
Additional Service Providers/ Resident Services Coordinator:					
Property Management Company:					
Additional Services offered to VASH PBV and non-VASH PBV tenants:					
Total Number of Units ()	Studio/Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Total # of VASH PBV Units ()	Studio/Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Square footage of PBV-VASH by Unit Type	Studio/Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Total # of Non-VASH PBV Units Restricted to Persons with a Mental Health Diagnosis ()	Studio/Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
DEVELOPMENT TYPE			PROPERTY TYPE		
<input type="checkbox"/> New Construction <input type="checkbox"/> Acquisition/ Rehabilitation			<input type="checkbox"/> Multi-family <input type="checkbox"/> Scattered Site		
Total Development Cost:					
Please describe the tenant population restrictions for non-VASH PBV units (e.g., general affordable, general homeless, seniors, veterans, TAY, etc.) and the number of units restricted:					
Please describe plans for supporting VASH PBV tenant integration within the proposed develop, including facility features, please include a service plan:					
Please describe plans for supporting VASH PBV tenant stability and housing retention, including strategies that involve coordination amongst property management and supportive services staff:					
Outcome of Consultation: <input type="checkbox"/> Preliminary Approval of Proposed Unit Concentration <input type="checkbox"/> Preliminary Conditional Approval Contingent on the Reduction in Number of VASH PBV Assisted Units from () Units to () Units or Fewer. <input type="checkbox"/> Preliminary Conditional Approval Contingent on: _____					

VASH PBVs Unit Concentration Consultation Request

PLEASE NOTE: The preliminary review of by the VA is not, in any way, a guarantee of funding under the VASH PBVs Program. Funding under the VASH PBV Program is subject to the review and approval of a NOFA application by the County of San Diego HHSA, HCDS and is subject to the availability of VASH PBV funding. Please contact HCDS with any questions related to the NOFA or its requirements.

Signatures are required from both VA Representative and applicant Representative for document to be considered complete.

VA Representative Signature/Date

Applicant Representative Signature/Date

VA Representative Printed Name

Applicant Representative Printed Name