



Stanislaus Regional Housing Authority

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MONO | STANISLAUS | TUOLUMNE COUNTIES

Date: March 9, 2023
To: Board of Commissioners
From: Jim Kruse, Executive Director
Subject: Action Item #2 - Resolution 22-23-32 Approving Stanislaus Regional Housing Authority to Enter into a Co-Developer Agreement with RPH Development, LLC for the purpose of assisting The Housing Authority through The 1612 Apartments Tax Credit, Funding, Development and Compliance Process for The Development of an Affordable Housing Project called The 1612 Apartments, located at 1612 Sisk Road, Modesto, CA

Resolution No. 22-23-32

RECOMMENDATION

Following review and discussion, staff recommends the Board of Commissioners approve Stanislaus Regional Housing Authority to enter into a Co-Developer agreement with RPH Development LLC for the purpose of providing consulting, guidance and regulatory compliance for the development of 144 affordable workforce housing units (1612 Apartments) located at 1612 Sisk Rd, Modesto CA 95350.

BACKGROUND:

In 2019 the Housing Authority purchased the Clarion Hotel with the intention of converting the use of the building into the Housing Authority's Main Public Housing Administrative Office and the conversion of 144 units into affordable Workforce Housing units. At the time of the acquisition the project obtained funding sufficient to meet the conversion of the Public Housing Office (Phase I), which is nearly completed, and the conversion of the 144 Workforce Housing units (Phase II).

In early 2020 the Country experienced a wide range of challenges such as COVID-19 epidemic which resulted in business closures, economic declines, material shortages, and labor shortages. These conditions have resulted in cost increases almost triple the original cost estimates for the Workforce Housing conversion. In order to complete the project, staff has worked to develop an alternate financing package that will include a mix of California Housing Finance Agency (CalHFA) funding, 4% Tax Credit Allocations, and PLHA funding from the City of Modesto (City). Staff intends to secure financing and start construction in November 2023, or earlier if funding is received, with a 12–15-month completion date.

RPH Development LLC. has been providing consulting services to the Stanislaus Regional Housing which were invaluable in establishing the project partnership and financing relationships need to see the project come to fruition. RPH Development LLC was instrumental in assisting the Housing Authority in securing \$4,000,000 in CalHFA funding. Housing Authority staff is requesting to formally engage RPH Development to continue the relationship though the completion of the 1612 Apartments development.



The fee for RPH Development will be 25% of any developer fee that is earned from the development application.

FISCAL IMPACT

Compensation will be provided through the development application and funding agreement. There will be no direct impact on the Housing Authority Budget.

ATTACHMENT:

Resolution No. 22-23-32

RPH Development Cover Letter

RPH Development Statement of Qualifications and Team Resume

RPH Development Co Developer Agreement



Stanislaus Regional Housing Authority

ALPINE | AMADOR | CALAVERAS | INYO | MARIPOSA
MONO | STANISLAUS | TUOLUMNE COUNTIES

RESOLUTION NO. 22-23-32

RESOLUTION APPROVING STANISLAUS REGIONAL HOUSING AUTHORITY TO ENTER INTO A CO-DEVELOPER AGREEMENT WITH RPH DEVELOPMENT, LLC. FOR THE PURPOSE OF ASSISTING THE HOUSING AUTHORITY THROUGH THE 1612 APARTMENTS TAX CREDIT, FUNDING, DEVELOPMENT AND COMPLIANCE PROCESS FOR THE DEVELOPMENT OF AN AFFORDABLE HOUSING PROJECT CALLED THE 1612 APARTMENTS LOCATED AT 1612 SISK ROAD, MODESTO, CA

WHEREAS, Stanislaus Regional Housing Authority desires to increase the number of affordable housing units in its service area; and

WHEREAS, The 1612 Apartment 144-unit apartment complex located at 1612 Sisk Road Modesto, CA 95350 would provide much needed affordable housing options to Stanislaus County residents; and

WHEREAS, RPH Development, LLC. has technical experience and proven track record of successfully completing similar projects involving California Housing Finance Mixed Income Program (CalHFA MIP) funding and California Debt Limit Allocation Committee (CDLAC) bond and state tax credit applications; and

WHEREAS, the Executive Director will have legal review and approval of any co-developer agreement documents; and

WHEREAS, the Executive Director is authorized to take all necessary actions to execute the co-developer agreement documents; and

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Stanislaus Regional Housing Authority, that:

1. The Executive Director is authorized to negotiate a co-developer agreement with RPH Development, LLC.
2. The Executive Director is authorized, after legal review, to sign all necessary documents and take all necessary actions to execute all co-developer agreement documents and any other related documents.
3. This Resolution shall take effect upon adoption by the Board of Commissioners.

DULY AND REGULARLY ADOPTED by the Board of Commissioners of Stanislaus Regional Housing Authority this 11th Day of May 2023. On a motion by ____, seconded by _____, was passed on the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved: _____
Chairperson

Attest: _____
Secretary





RPH Development LLC

Bob Havlicek
(805) 588-8532

4491 Boardwalk Lane
Santa Maria, CA 93455

roberthavlicek@rphdevelopmentllc.com

March 3, 2023

Mr. Jim Kruse
Executive Director
Stanislaus Regional Housing Authority
1701 Robertson Road
Modesto CA 95350

Dear Jim,

Thank you for the opportunity to work with you on the Clarion Hotel development – soon to be 1612 Apartments. This is a very exciting Adaptive-Reuse project and will be an asset to the City of Modesto to meet local workforce housing needs.

By way of introduction, my team has over 60 years of development experience. This includes 30+ LIHTC developments with a capitalized value in excess of \$500M. These developments include HUD RAD conversions, 9% Tax Credits, 4% Tax Credits with Tax-Exempt Bond Financing, New Market Tax Credits, and 1602 funding. We also have experience working with a variety of federal, state, and local funding sources including AHP, HOME, ARP, ARPA, HOMEKEY, NPLH, MHP, AHSC, and HHC to name a few. Our experience includes New Construction, Acquisition/Rehab, Redevelopment, and Adaptive-Reuse.

We have relationships with capable general contractors, architects, engineering firms, environmental and other consultants to meet the unique needs of each project to deliver a quality product from concept to completion.

Due to the stringent deadline of the MIP funding application, we recommend including Kingdom Development in this transaction. Although they are capable developers, we will provide oversight to the work they perform.

We understand you have a general contractor who is potentially interested in performing the work. In the event this general contractor elects not to pursue this opportunity, we will assist in securing another general contractor with direct and relevant experience. In the meantime, my senior project manager will begin reviewing the detailed construction costs against a motel conversion currently in process.

A draft Co-Development Consulting Services Agreement is being provided with this letter. I look forward to working with you and am happy to provide more detailed information as well as references upon request.

Sincerely,

Robert P. Havlicek Jr
Managing Member



STATEMENT OF QUALIFICATIONS/EXPERIENCE/SERVICES

RPH Development LLC (RPH) was established in 2021 by Robert Paul Havlicek Jr. RPH draws from extensive affordable housing development experience at the Housing Authority of the County of Santa Barbara, California as well as other Public Housing Authorities (PHAs) within California. Having worked in the Housing Authority environment, our team is uniquely suited to assist PHAs to maximize their development potential and maximize Federal, State and Local resources to ensure the long-term success of each project.

We have a proven track record for successful project completion and work with an extensive array of firms to handle entitlements, environmental review, financial feasibility, organizational structure, and construction management services. We have relationships with capable general contractors, architects, engineering firms, environmental and other relevant consultants which ensure the delivery of a quality product from concept to completion.

Our team has over 60 years of development experience. This includes 30+ LIHTC developments with a capitalized value in excess of \$500M. These developments include HUD RAD conversions, 9% Tax Credits, 4% Tax Credits with Tax-Exempt Bond Financing, New Market Tax Credits, and 1602 funding. We have successfully obtained funding from the following sources: AHP, HOME, ARP, ARPA, HOMEKEY, NPLH, MHP, AHSC, and HHC to name a few. Our experience includes New Construction, Acquisition/Rehab, Redevelopment, and Adaptive-Reuse (hotel conversion and commercial office space conversion).

We are a solution-oriented firm that brings specific talent and teams together to ensure successful project completion. RPH serves as a lead developer or co-developer to PHAs and related Non-Profit organizations. The structure of our agreement ensures that our interests are aligned with yours.



RESUME SUMMARY

Robert P. Havlicek Jr – Managing Member

- Executive Director, Housing Authority of the County of Santa Barbara
- Licensed Certified Public Accountant (currently inactive)
- 30+ Affordable Housing Developments Completed (over 1,000 units)
- 10 HUD RAD Conversions
- Structuring Complex Financial Models
- Coordinate with Various Disciplines to Mitigate Risk/Problem Resolution

Milton Johns, Senior Project Manager – Construction Manager

- Design Review & Material Specifications
- Coordinate Architects, Engineers, Surveyors, Geotechnical and other 3rd party consultants
- Land Use Entitlements & Permitting
- GC Contract Bid Analysis
- Scope of Work Analysis
- Value Engineering Opportunities
- Construction Schedule Analysis & Monitoring
- Draw Meetings/Submittals/Problem Resolution

Darcy S. Brady, Senior Project Manager – Technical

- Development Feasibility
- Financial Modeling
- CDLAC/TCAC Applications
- State and Local Funding Applications
- Initial Operating Budget
- Lender/Investor Outreach
- NEPA Clearance
- RFP Project-Based Vouchers
- Ordering 3rd Party Reports
- Construction & Permanent Loan Closing
- Capital Contributions Due Diligence
- TCAC Placed in Service
- Post Compliance

Juan Garcia, Information Systems Administrator

- Initial Property Set-Up in Yardi
- Wi-Fi Property Needs Evaluation and Mapping
- Coordinate Security Camera Design and Set-Up

CO-DEVELOPMENT CONSULTING SERVICES AGREEMENT

This Co-Development Consulting Services Agreement (“Agreement”) is made and entered into this _____ day of _____, 2023, (“Effective Date”), by and between the Stanislaus Regional Housing Authority, a public body, corporate and politic (“Housing Authority”) and RPH Development, LLC, a California limited liability company (“Consultant”).

WHEREAS, Housing Authority desires to hire Consultant to perform certain services more particularly specified herein in connection with the development of a ____ unit affordable housing project located in (“Project”); and

WHEREAS, Consultant represents that Consultant and/or Consultant’s personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, Housing Authority and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish Housing Authority with services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant’s own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for Housing Authority.

5. Coordination of Services

All services are to be coordinated with the Housing Authority’s Executive Director or designee (“Director”) and shall be performed under the general direction of the Director.

6. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by Housing Authority, and the cost thereof shall be paid by Consultant.

7. Principal in Charge

Consultant hereby designates Robert P. Havlicek Jr as its principal-in-charge and person responsible for necessary coordination with Director.

8. Housing Authority's Responsibility

Housing Authority shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Director agrees to provide direction to Consultant as requested regarding particular project requirements.

9. Term of Agreement

Unless otherwise terminated as provided for herein, this Agreement shall begin on _____, 2023, and expire upon the completion of the scope of services.

10. Compensation

a. Housing Authority agrees to pay Consultant for services provided under this Agreement in the amount set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of Housing Authority from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.

c. Consultant agrees that payment by Housing Authority shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by Housing Authority for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

11. Maintenance of Records

Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of

Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the Housing Authority during regular business hours for three years after expiration or termination of this Agreement. In addition, and upon request of the Housing Authority, Consultant shall submit for filing in the Housing Authority's office a complete set of other information relating to the performance of Consultant's obligations under this Agreement.

12. Confidentiality of Information

Any documents, materials, personal or privileged information given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Director.

13. Indemnity

Consultant agrees to indemnify, hold harmless and defend Housing Authority, its governing board, and each member thereof, and every officer, employee, representative or agent of Housing Authority, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Consultant or its agents, employees, subconsultants, subcontractors and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Consultant or its agents, employees, subconsultants, subcontractors and other persons acting on Consultant's behalf would be held strictly liable.

14. Insurance

Consultant shall maintain prior to the beginning of and for the duration of this Agreement, insurance coverage as specified in Exhibit B attached hereto and incorporated by this reference in full herein.

15. Independent Contractor

a. Housing Authority and Consultant agree that in the performance of the services, Consultant shall be, and is an independent contractor, and that Consultant and its employees are not employees of Housing Authority. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save Housing Authority harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from Housing Authority any of the benefits or rights afforded employees of Housing Authority, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

16. Consultant Not Agent

Except as Director may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of Housing Authority in any capacity, as agents or otherwise, or to bind Housing Authority to any obligation.

17. Conflict of Interest

Consultant shall promptly inform Director of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with Housing Authority's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

18. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Director, which consent may be withheld for any reason.

19. Successors and Assigns

Consultant and Housing Authority agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and Housing Authority.

20. Force Majeure

Consultant and Housing Authority agree that neither Housing Authority nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

21. Time of Essence

Consultant and Housing Authority agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

22. Governing Law

Housing Authority and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of Housing Authority and Consultant hereunder shall be governed by the laws of the State of California.

23. Covenants and Conditions

Consultant and Housing Authority agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

24. Compliance with Laws

Consultant agrees to comply with all local, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

25. Severability

Housing Authority and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

26. Waiver

Housing Authority and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or Housing Authority shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either Housing Authority or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

27. Counterparts

Housing Authority and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

28. Expenses of Enforcement

Consultant and Housing Authority agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

29. Authority to Execute

Housing Authority and Consultant acknowledges that the person executing this Agreement have been duly authorized by the Housing Authority and Consultant to do so on behalf of Housing Authority and Consultant.

30. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to RPH Development, LLC, 4491 Boardwalk Lane, Santa Maria, CA 93455, Attention Bob Havlicek.

b. Any notices to Housing Authority may be delivered personally or by mail addressed to Stanislaus Regional Housing Authority, 1701 Robertson Road, Modesto, CA 95350, Attention: Executive Director.

31. Amendment

Housing Authority and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Director and Consultant.

32. Entire Agreement

Housing Authority and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

(signatures appear on next page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date written above.

STANISLAUS REGIONAL HOUSING AUTHORITY, a public body, corporate and politic **RPH DEVELOPMENT, LLC, a California limited liability company**

Jim Kruse, Executive Director

Robert P. Havlicek Jr, Managing Member

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION

- I. **SCOPE OF SERVICES:** The services to be provided by the Consultant include but are not limited to the following:
- a. Determine eligibility for Low-Income Housing Tax Credit financing
 - b. Prepare preliminary feasibility analysis for project
 - c. Analyze competitiveness of Low-Income Housing Tax Credit application
 - d. Coordinate team members, consultants and various 3rd party vendors
 - e. Analyze detailed construction costs
 - f. Oversee and assist in various funding applications
 - g. Assist with the Project-Based Voucher process as needed
 - h. Assist in selection of the LIHTC investor and the Construction Lender if needed
 - i. Assist in retaining General Contractor and provide project value engineering
 - j. Oversee the closing of the construction period financing
 - k. Assist with construction project management as needed
 - l. We will review the work of the final cost certification, the Placed in Service Package and assist with in the conversion of the Construction Loan to the Permanent Loan
- II. **COMPENSATION:** For the services pertaining to the development of the Project, Housing Authority agrees to pay to Consultant 25% of the developer fee earned by the limited partnership for the Project. If total financing sources are not sufficient to pay all or a portion of the developer fee earned, residual receipts from cash flow shall be used until the entire fee is paid in full in accordance with the percentages above. Any and all cost overruns shall be borne first by the total cash developer fee and then by Housing Authority and Consultant equally, to the extent they are in excess of the developer fee. Payments of any developer fees shall follow closing of the construction loan or low-income housing tax credits transaction, unless sufficient financing proceeds are available at an earlier date, at which time a partial payment may be made, by election of all Parties, in accordance with the percentages above.

EXHIBIT B INSURANCE

Attachment INS-1

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.
 - a. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office commercial general liability coverage (Occurrence Form CG0001ED, November 1988). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
 - b. Business automobile liability insurance in an amount not less than \$300,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA000T, ED June 1992) covering Code No. 1, "any auto";
 - c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.
2. Consultant shall, prior to performance of any services, file with the Executive Director certificates of insurance with original endorsements effecting coverage required by this Attachment INS-1. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Executive Director. All certificates and endorsements are to be received and approved by the Executive Director before commencement of services. Authority reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Executive Director, addressed as follows:

Stanislaus Regional Housing Authority
Attn: Executive Director
1701 Robertson Road
Modesto, California 95350
3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Executive Director. The Executive Director shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name Authority, its Commissioners, officers, employees, agents and volunteers and the City of Oxnard, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Authority, its Commissioners, officers, employees, agents and volunteers and the City of Oxnard, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Attachment INS-1 or substitute forms containing the same information and acceptable to the Executive Director shall be used to provide the endorsements.**
5. The coverages provided to Housing Authority shall be primary and not contributing to or in excess of any existing Housing Authority insurance or self-insurance coverages. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Housing Authority, its Commissioners, officers, employees, agents and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Executive Director. At the option of the Executive Director, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Housing Authority, its Commissioners, officers, employees, agents and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Executive Director.

ACCORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
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CODESUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER Stanislaus Regional Housing Authority Attn: Executive Director 1701 Robertson Road Modesto, CA 95350	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE HOUSING AUTHORITY OF THE CITY OF SANTA BARBARA**

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
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PRODUCER

Telephone: _____

POLICY INFORMATION:
Insurance Company: _____
Policy No.: _____
Policy Period: (from) _____ (to) _____
LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

NAMED INSURED

Deductible Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. Per Occurrence Per Claim (which)

TYPE OF INSURANCE

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the Authority unless checked here in which case only the following specific agreements and permits with the Authority are covered:

AUTHORITY AGREEMENTS/PERMITS

GENERAL LIABILITY
 COMMERCIAL GENERAL LIABILITY Claims Made
 COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
 OWNERS & CONTRACTORS PROTECTIVE Occurrence

OTHER PROVISIONS

COVERAGES
 GENERAL
 PRODUCTS/COMPLETED OPERATIONS
 PERSONAL & ADVERTISING INJURY
 FIRE DAMAGE

LIABILITY LIMITS IN THOUSANDS \$	
EACH OCCURRENCE	AGGREGATE

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

- INSURED.** The Housing Authority, its officers, agents, employees, agents and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
 - CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the Housing Authority; or (b) products sold by the named insured to the Housing Authority; or (c) premises leased by the named insured from the Housing Authority, the insurance afforded by this policy shall be primary insurance as respects the Housing Authority, its officers, agents, employees, agents or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Housing Authority, its officers, agents, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
 - SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
 - CANCELLATION NOTICE.** With respect to the interests of the Authority, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the Authority.
 - PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the Housing Authority, its officers, agents, employees, agents or volunteers.
 - SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.
- Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

Stanislaus Regional Housing Authority
Attn: Executive Director
1701 Robertson Road
Modesto, CA

AUTHORIZED REPRESENTATIVE
 Broker/Agent Underwriter

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE HOUSING AUTHORITY OF THE CITY OF SANTA BARBARA**

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE
(MM/DD/YY)

PRODUCER

Telephone: _____

POLICY INFORMATION:

Insurance Company: _____
 Policy No.: _____
 Policy Period: (from) _____ (to) _____
 LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

Deductible Self-Insured Retention (check which) of \$ _____
 with an Aggregate of \$ _____
 _____ applies to _____
 coverage. Per Occurrence Per Claim (which)

NAMED INSURED

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the Housing Authority unless checked here in which case only the following specific agreements and permits with the Authority are covered:

AUTHORITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- COMMERCIAL AUTO POLICY
- BUSINESS AUTO POLICY
- OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
 Address: _____
 Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The Housing Authority, its officers, agents, volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the Housing Authority; or (b) products sold by the named insured to the Housing Authority; or (c) premises leased by the named insured from the Housing Authority, the insurance afforded by this policy shall be primary insurance as respects the Housing Authority, its officers, agents, employees, agents or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Housing Authority, its officers, agents, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the Housing Authority, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the Housing Authority.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the Housing Authority, its officers, agents, employees, agents or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Automobile Liability Coverage, "occurrence" form CA000T (Ed. 6/92), code ("any auto"); or

If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

**Stanislaus Regional Housing Authority
 Attn: Executive Director
 1701 Robertson Road
 Modesto, CA 95350**

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
 (original signature required)

Telephone: () _____ Date Signed _____