

COMMUNITY DEVELOPMENT AGENCY
HOUSING AND FEDERAL GRANTS DIVISION

August 7, 2018

Brian C. Crawford
DIRECTOR

Marin County Civic Center
3501 Civic Center Drive
Suite 308
San Rafael, CA 94903
415 473 6269 T
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Building and Safety
Environmental Health Services
Planning
Environmental Review
Housing
Sustainability
Code Enforcement
GIS
Federal Grants

www.marincounty.org/cda

Board of Supervisors
County of Marin
3501 Civic Center Drive
San Rafael, California 94903

SUBJECT: Contracts to implement the Marin Housing Authority's (MHA) Landlord Partnership Program and the Community Land Trust Association of West Marin's ("CLAM") Real Community Rentals program through June 30, 2020.

Dear Board Members:

RECOMMENDATION:

1. Authorize Board President to execute contract with MHA in an amount not to exceed \$450,000, for a two-year continuation of the Landlord Partnership Program; and
2. Review the scope of work for a proposed agreement with CLAM, in an amount not to exceed \$50,000, for a two-year continuation of the Real Community Rentals program.

BACKGROUND:

In 2016, your Board approved two policies designed to assuage the affordable housing crisis by leveraging federal and community resources to create more affordable housing opportunities within the existing rental market.

In July of that year, your Board funded two-year pilot landlord incentives programs, administered by MHA and CLAM, to encourage the creation of affordable rental units within the existing rental market. Those programs incentivized landlords to participate in the Housing Choice ("Section 8") voucher programs and encouraged homeowners to create affordable rental opportunities through bedroom conversions or the development of Accessory Dwelling Units (ADU).

The majority of the initial \$450,000 general fund allocation was earmarked for MHA's Landlord Partnership Program, which aimed to leverage federal funding for Section 8 vouchers that subsidize market-rate units to a price that is affordable for low-income households. Section 8 vouchers are seen as a tool for promoting economic and social integration.¹ However, the advantages of vouchers depend on the ability of voucher recipients to locate a landlord who will accept the voucher. Accordingly, MHA developed the Landlord Partnership Program to address concerns expressed by the landlord community as causes for their hesitancy to rent homes to voucher recipients.

¹ Freeman, L. (2011). *The Impact of Source of Income Laws on Voucher Utilization and Locational Outcomes*. U.S. Department of Housing and Urban Development.

To further support this strategy of encouraging voucher utilization to increase housing affordability and choice, your Board adopted a fair housing source of income ordinance in November 2016² and broadened its applicability in March 2017.³ The fair housing source of income ordinance prevents landlords from advertising or stating a preference for certain sources of income, from charging a higher deposit based on a person's source of income, and from treating a person differently based on their source of income. A national survey conducted by the U.S. Department of Housing and Urban Development found that the "success rate" for voucher holders, or the probability that they had been able to find suitable housing, increased by 12 percent in the parts of the country where source of income protection is in effect. The study showed that source of income protection laws gave voucher holders a "significantly higher probability of success" of finding a place to live.⁴

Since March 2017, staff have supported your Board in efforts to encourage Marin cities and towns to consider adopting similar source of income ordinances and have provided technical assistance for those jurisdictions that have chosen to explore the policy. The Town of Fairfax adopted a source of income ordinance on April 4, 2018 and the City of Novato is anticipated to take up the matter again this fall. Further, the City of San Rafael is expected to explore source of income protections in a workshop tentatively scheduled for this fall and other Marin towns are considering similar ordinances.

DISCUSSION:

The two-year pilot landlord incentives programs funded by your Board in July 2016 concluded at the end of June 2018. Both MHA's Landlord Partnership Program and CLAM's Real Community Rentals program successfully achieved and surpassed their contract deliverables stipulated in the 2016 scopes of services. Semiannual progress reports that document programmatic successes and discuss challenges are provided as Attachment No. 3 and 4. Remarkably, CLAM developed 13 new affordable rental opportunities in underutilized homes and MHA increased its success rate from 56% to 59%.

Building upon these successes, the 2018 contract scopes of work for the landlord incentives programs features objectives and deliverables designed to further advance the County's goals of promoting affordable housing opportunities that are both equitable and fair to families, and practical and convenient for housing providers.

In the proposed second, two-year contract term, the Landlord Partnership Program will double the initial advances it made in the improvement of MHA's voucher success rate. By June 2020, MHA will increase its voucher success rate from 59% to 65%. As a strategy to increase its success rates, MHA will participate in meetings, attend public hearings, and provide information as appropriate to facilitate the expansion of source of income ordinances to Marin jurisdictions.

Two of the financial-based incentives administered by MHA through the Landlord Partnership Program – security deposit assistance and vacancy loss coverage – will

² Marin County Ordinance No. 3656

³ Marin County Ordinance No. 3667

⁴ Finkel, M. and Buron, L. (2001). *Study on Section 8 Voucher Success Rates: Volume I Quantitative Study of Success Rates in Metropolitan Areas*. U.S. Department of Housing and Urban Development.

be restructured so that their maximum amount will be defined as equivalent to one-month's rent. This change renders the program more responsive to rental market fluctuations and increases access for larger households and to the landlords who rent to them, as their security deposit or vacancy loss will be proportionally equivalent to that of smaller households who rent less-expensive units.

To ensure equitable impacts, MHA will increase its reporting to include more detailed demographic trends and analyses of the geographic areas where voucher-holders successfully find homes.

Having laid the educational and social groundwork for promoting the development of new affordable rental housing opportunities in West Marin, CLAM plans to build on its partnership with Bolinas Community Land Trust (BCLT) and San Geronimo Valley Affordable Housing Association (SGVAHA) to expand its reach and support of property owners who desire to create affordable rentals. CLAM will double its target number of new affordable units for the second two-year phase of its Real Community Rentals program and engage in long-term affordability monitoring of created units to gauge the success of this innovative program.

CONCLUSION:

Staff recommends execution of contracts with the MHA and CLAM for their landlord incentives programs to extend their landlord incentives programs as a strategy to promote affordable housing and fair housing choice throughout Marin.

FISCAL IMPACT:

Funding for these landlord incentives programs in an amount not to exceed \$500,000 was approved by your Board as part of the FY 2018-19 Proposed Budget.

The Munis contract number for the MHA Landlord Partnership Program is 31900338.

REVIEWED BY:

- | | |
|--|---|
| <input type="checkbox"/> Auditor Controller | <input checked="" type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> County Counsel | <input type="checkbox"/> N/A |
| <input type="checkbox"/> Human Resources | <input checked="" type="checkbox"/> N/A |

Respectfully submitted,

Debbi La Rue
Planner

Leelee Thomas
Planning Manager

ATTACHMENTS

1. Contract with Marin Housing Authority for the Landlord Partnership Program.
2. Scope of contract with CLAM for the Real Community Rentals program.
3. Landlord Partnership Program semiannual progress report, January – June 2018.
4. Real Community Rentals semiannual progress report, January – June 2018.

**DEPARTMENT CONTRACT APPROVAL FORM (DCAF)
PROFESSIONAL SERVICES CONTRACT
Risk Management (RM)**

Contractor Name: Marin Housing Authority
Company Name: Landlord Partnership
Contract Title: Landlord Partnership Program

Maximum Cost to County \$ 450,000.00 Grant \$ _____ Revenue to County \$ _____

Routing:

MUNIS Contract # 31900338 All contracts route to Risk Management through MUNIS. Paper copies required to be sent to RM if \$50,000 and below and to the BOS if \$50,000.01 and over.

Contract Start Date July 1, 2018 Contract End Date June 30, 2020

- County policy prohibits commencement of work prior to final contract approval by Risk Management or BOS.
- No changes to contract content by any party shall be made without signed approval by County Counsel (signature section, page 4) prior to contractor's signature.

Department Submitting Contract: Community Development Agency **V**

Contract Contact Person Leelee Thomas Ext 6697

Contract Submission Checklist:

- Are all exhibits completed and attached
 - Exhibit A – Scope of Services
 - Exhibit B – Fees and Payment
 - Exhibit C – Insurance Waiver (if needed)
 - Exhibit D – Contractor's Debarment Certification (if needed)
 - Exhibit E – Subcontractor's Debarment Certification (if needed)
 - Exhibit M – Business Associate Agreement (if needed)
- Has Contractor initialed Section 22 - Exhibits and signed page 5 on all copies (1 original + at least 1 copy)
- Has Contractor provided current certificates (proof) of insurance pursuant to Section 6 (or a waiver, Exhibit C, in lieu of coverage or to request reduced limits, has been completed)

7076-0
ORG 10025031
OBJ 522510
contract 31900338
\$450,000.00
new 7/1/18 - 6/30/20

Contract Manager [Person authorized to commit County funds, direct grant money or otherwise enter into this agreement]
Name: Leelee Thomas

Signature  Date 8-1-18

RISK MANAGEMENT USE ONLY

Contract Tracking # _____ Contract Reviewed _____ Date _____

Risk Manager Approval _____ Date _____

- PO Released
- Contract held/notice provided to _____

**COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2015 - Edition 1**

THIS CONTRACT is made and entered into this First day of July, 2018, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and Marin Housing Authority, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following service: Landlord Partnership Program; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$450,000.00** including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on July 1, 2018, and shall terminate on June 30, 2020. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

15. **RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. **AMENDMENT:**

This Contract may be amended or modified only by written Contract of all parties.

17. **ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. **JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. **INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. **COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. **Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
2. **Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
3. **For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.**

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
- Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
- Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: Leelee Thomas
Planning Manger
3501 Civic Center Drive, Room 308
 Dept./Location: San Rafael, CA 94903
 Telephone No.: 415-473-6697

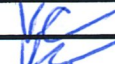

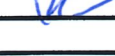

Notices shall be given to Contractor at the following address:

Contractor: Marin Housing Authority
4020 Civic Center Drive
 Address: San Rafael, CA 94903
 Telephone No.: 415-491-2525

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

CONTRACTOR'S INITIALS

EXHIBIT A.	<input checked="" type="checkbox"/> Scope of Services	
EXHIBIT B.	<input checked="" type="checkbox"/> Fees and Payment	
EXHIBIT C.	<input type="checkbox"/> Insurance Reduction/Waiver	
EXHIBIT D.	<input checked="" type="checkbox"/> Contractor's Debarment Certification	
EXHIBIT E.	<input type="checkbox"/> Subcontractor's Debarment Certification	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

By: Kimberly Carroll
 Name: KIMBERLY CARROLL
 Title: Deputy Director

**APPROVED BY
 COUNTY OF MARIN:**

By: _____

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel: _____ Date: _____

EXHIBIT "A"

SECTION I: Program objective

To support housing affordability in the County of Marin, Marin Housing Authority ("MHA") will increase Housing Choice voucher success rates from 59% to 65%. For purposes of this contract "Housing Choice voucher success rate" shall be defined as the percent of households that receive a Housing Choice voucher and succeed in leasing-up a qualifying unit.

SECTION II: Services rendered

1. MHA will execute financial incentives to landlords on behalf of Housing Choice voucher recipients as appropriate to support the program objective, and in compliance with sections II(3)(A) and III of this exhibit.
2. MHA will support efforts to expand source of income ordinances to surrounding Marin jurisdictions by participating in meetings, attending public hearings, and providing information as appropriate.
3. MHA will submit semiannual progress reports in accordance with section II(3)(C).

A. Landlord and tenant financial incentives

- Security deposit assistance may be granted on behalf of Housing Choice voucher recipients who express a need for monetary support with move-in costs to participating landlords. The amount of maximum security deposit assistance available to voucher recipients will be equivalent to one month of rent for the prospective unit. (The FMR should not be the measurement as there are times we allow and exception HUD allows us to pay up to 120% of the FMR as a RA so monthly rent is better guide.)
- Vacancy loss coverage may be issued to landlords who have foregone rental income during a vacancy related to participation in the Landlord Partnership Program. The maximum amount of vacancy loss reimbursement that may be awarded shall not exceed the Payment Standard for one month of rent.
- Reimbursement for damages may be used to fund nonpayment of rent or the cost to repair damage caused by the tenant which exceed normal wear-and-tear repairs or exceeding the security deposit up to \$3,000.

These financial incentives will also be made available to qualifying landlords and tenants participating in CLAM's Real Community Rentals program, who are engaged in the development of housing that is affordable to households making no more than 80% Area Median Income.

B. Affirmative marketing

MHA shall and must develop a satisfactory an Affirmative Marketing Plan (henceforth referred to as "Affirmative Marketing Plan" or "Plan"). This Plan shall describe activities that include, but are not limited to, methods of advertising and community outreach designed to attract majority and minority groups, regardless of sex, handicap, familial status, etc. Specific requirements of the Plan shall be provided by the Planning Manager of Housing and Federal Grants Division of the Community Development Agency for the County of Marin or their designee ("Planning Manager"). MHA shall submit a proposed Plan that meets the specified requirements to the Planning Manager, which proposal shall then be subject to approval by and at the discretion of the Planning Manager.

Payment shall not be issued for any services rendered until an Affirmative Marketing Plan has been approved by the Planning Manager.

C. Mandatory reporting

MHA shall submit semiannual progress reports to the Planning Manager for the following reporting periods on or before the deadlines specified below.

<u>Reporting period</u>	<u>Deadline</u>
August – December 2018	January 22, 2019
January – June 2019	July 16, 2019
July – December 2019	January 21, 2019
January – June 2020	July 7, 2020

Semiannual progress reports shall contain:

1. Success rates for voucher recipients and associated demographic information including the identified race or races and age of the voucher recipient, the size of their household size, and if a member of the household has a disability. For recipients that succeed in leasing up homes in Marin, MHA will indicate if they did so in an Area of Opportunity, as defined by the State of California Department of Finance. MHA will identify recipients that elect to port their vouchers out of Marin.
2. A description and general discussion of program accomplishments and challenges.
3. Update on, and critical assessment of, the approved Affirmative Marketing Plan.

D. Invoicing

MHA will submit monthly reimbursement requests to the Planning Manager for program expenses. Such invoices shall contain documentation as is necessary to substantiate the request, including but not limited to a description of services performed, hourly rate, and description of costs (if applicable).

SECTION III: Program budget

Line Item	Allocation
Security deposit assistance	\$ 245,000.00
Vacancy loss coverage	\$ 70,000.00
Reimbursement for damages incurred	\$ 60,000.00
County of Marin fee waivers	\$ -
Administration and overhead	\$ 75,000.00
Total:	\$ 450,000.00

The Planning Manager, or their designee, reserves the right to reallocate funds between budget line items as appropriate and in service of the program objectives.

County of Marin Accessibility Requirements for Delegated Direct Services

The Americans with Disabilities Act of 1990 requires that all of the County of Marin's programs, services, and activities be accessible to and usable by individuals with disabilities. This law also stipulates that we may not delegate away our responsibility to ensure people with disabilities have equitable access. This means that not only must the programs and services administered by the County be accessible, but also those administered on behalf of the County by third party agencies. All entities receiving County funding which provide direct services to the public must also comply with the accessibility requirements set forth in the ADA, and other applicable laws and regulations. This guide has been created to assist agencies under contract with the County of Marin to ensure that they comply with accessibility requirements. Inquiries related to the content herein can be directed to:

County of Marin
Disability Access Program
(415) 473-4381 (voice)
(415) 473-3232 TTY
disabilityaccess@marincounty.org

Programs and Services

Every aspect of the service you provide is considered part of your program, and therefore it must be accessible to individuals with disabilities. This includes parking lots, service counters and spaces, transportation (shuttles, etc.), agendas, flyers, emails, online services, phone calls, meetings, celebrations, classes, recreational activities and more. The guidance in this document is primarily intended to help you provide accessible programs by providing you with the tools to:

- survey facilities and identify common architectural barriers for people with disabilities;
- identify common ADA compliance problems in your communications and activities; and
- remove barriers and fix common ADA compliance problems in these areas.

ADA Technical Assistance Materials

ADA Update

Your programs can be broken into three main categories, (Communications, Facilities, and Activities) which will be covered in more detail below.

Communications

All the communications within your program must be accessible. This means any documents you provide must be made available in alternative formats, upon request. Brochures, agendas, schedules, and lists all may be requested by a client to be provided in alternative formats. Alternative formats can include Braille, large font, or documents on a thumb drive. You do not need to have all formats on hand at all times, but you must have a plan in place to provide them in a reasonable amount of time. Some clients may require professional support from providers such as sign language interpreters. Requests for these accommodations must be addressed in a timely manner as well.

The following is a list of resources and tools you may find helpful when ensuring the accessibility of your communications:

ADA Requirements: Effective Communications

General Effective Communication Requirements under Title II of the ADA

US Access Board Guidelines and Standards: Communications

Facilities

If you are bringing clients into your facilities, or providing facilities for their use (recreation, program participation, housing, etc.) these facilities must meet accessibility requirements. In California, the best source of information on accessibility requirements for facilities is the California Building Code (CBC). The accessibility requirements contained in the CBC are compatible with the Federal requirements adopted by the United States Access Board. What is most important to remember about facilities is that your clients with disabilities need to be able to arrive, enter, conduct business, and interact with your program in the same way that clients without disabilities can. This generally means you must provide accessible parking, path of travel, meeting and workspaces, restrooms, and communal areas. All areas of your facility where clients will visit must be accessible. Please note there are different requirements for different types of facilities, so please review the requirements carefully.

The best way to determine if your facility is accessible and to determine what remediation may be necessary to bring your facility into compliance is to conduct a survey. You can either do this yourself, with the help of the tools provided below, or you can hire a Certified Access Specialist (CAsp) to perform a survey for you and compile the findings. A list of CAsp certified individuals can be found on the [California Department of General Services Website](#). This list includes both public and private specialist, many of whom are available to work with publically contracted service providers.

The following is a list of resources and tools you may find helpful when trying to assess the accessibility of your facilities:

[US Access Board ADA Requirements](#)

[US Access Board Guidelines and Standards: Buildings and Sites](#)

[California Building Code, Chapter 11B – Accessibility](#)

[ADA Checklist for Existing Facilities](#)

[Overview of Title II ADA Requirements for Buildings and Facilities](#)

Activities

Meetings, company outings, fundraising events, counseling sessions, classes and trainings are all examples of some activities your organization may provide. Any interaction between your agency and the client must be accessible to clients and/or employees with disabilities. Many accessibility issues surrounding activities will be remediated through ensuring your facilities and communications are accessible; however there are other areas you must consider. For example, course content may need to be modified for a client with a developmental disability, accessible transportation may need to be provided to an event site with no public transit access, etc.

The following is a list of resources and tools you may find helpful when trying to assess the accessibility of your activities:

[A Planning Guide for Making Temporary Events Accessible to People with Disabilities](#)

[Accessible Events: Planning and Preparation are Key](#)

[Website Accessibility under Title II of the ADA](#)

[ADA Guidelines for Recreational Facilities](#)

[US Access Board Guidelines and Standards: Recreation Facilities, Streets and Sidewalks, Transportation, Health Care](#)

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

COUNTY shall pay CONTRACTOR as follows:

- (1) **BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee not to exceed \$450,000.00 during the term of the contract. CONTRACTOR shall submit requests for payment via invoice net 30 following provision of services.
- (2) **MILEAGE.** COUNTY shall not pay CONTRACTOR for travel by private, leased or hired vehicle as required by this Contract.
- (3) **AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (4) **MAXIMUM CONTRACT AMOUNT.** The maximum term of this Contract is July 1, 2018 – June 30, 2020. The maximum amount payable to Contractor under this Contract for this period shall not exceed \$450,000.00.

SAM Search Results

List of records matching your search for :

**Search Term : marin* housing* authority*
Record Status: Active**

No Search Results



189 Commerce Court
PO Box 189
Cheshire, CT 06410-0189

203-272-8220 or 800-873-0242
fax 203-271-2265
www.housingcenter.com

CERTIFICATE OF INSURANCE

ID: 145, Endorsement: 01-10A-07-2018-10

Issue Date: 06/13/2018

Insured: Marin County Housing Authority

Address: 4020 Civic Center Drive
San Rafael, CA 94903-4173

Coverages

Type of Insurance	Policy Number	Limits
Commercial Liability	HARRG-145-181994-2018	General Aggregate: \$ 2,000,000
[X] CoverageA: Bodily Injury and Property Damage Liability: Occurrence	Effective Date: 06/30/2018 12:01 AM	Per Occurrence: \$ 2,000,000
[X] CoverageB: Personal and Advertising Injury Liability: Occurrence	Expiration Date: 06/30/2019 12:01 AM	Personal and Adv Inj: \$ 2,000,000
[X] CoverageE: Mold, Other Fungi or Bacteria Liability: Claims Made Retro Date: 6/30/11		Fire Damage Sub-Limit: \$ 50,000
		Athletic Sport Sub-Limit Per Occurrence: \$ 250,000
		Aggregate: \$ 250,000
		Mold, Other Fungi or Bacteria: \$ 250,000

Description: County of Marin, Community Development Agency scheduled as additional insured per Endorsement #01-10A-07.

Certificate Holder: County of Marin, Community Development Agency

Attn: Federal Grants
3501 Civic Center Drive, Room #308
San Rafael, CA 949034157

Company: Housing Authority Risk Retention Group, Inc.

THIS IS TO CERTIFY THAT THE POLICIES LISTED ABOVE 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 CLAIMS PAID. 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 ABOVE.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 90 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligations or liability of any kind upon the company, its agents, or representatives.

Signature of Authorized Representative



Policy Change No. 01-10A-12-2018-17

Change Endorsement

Additional Insureds - Designated Person or Organization

Named Insured: Marin County Housing Authority

Policy Number: HARRG-145-181994-2018

Policy Effective Date: 06/30/2018 - 06/30/2019

Issue Date: 06/13/2018

Premium:

Effective From: 06/30/2018 at the time of day the policy becomes effective.

Commercial Liability

The Insurance is Amended as follows:

Schedule:

Person or Organization designated as Additional Insured:

Marin County

3501 Civic Center Drive, Rm 308

San Rafael, CA 94903

Operations/Premises:

Landlord Participation Program

This Endorsement modifies insurance provided under the following Coverage Section(s):

Bodily Injury and Property Damage Liability – Coverage Section A

Personal and Advertising Injury Liability – Coverage Section B

1. WHO IS AN INSURED (Section II.A.) is amended to include as an additional insured the person or organization shown in the Schedule, but only with respect to their liability for bodily injury, property damage or personal and advertising injury arising out of your acts or omissions or the acts or omissions of those acting on your behalf:

- a. in the performance of your ongoing operations; or
- b. in connection with premises owned by or rented to you;

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

EXHIBIT "A"

SECTION I: Program objective

The Real Community Rentals program will increase the number of affordable rental housing opportunities in West Marin.

SECTION II: Services rendered

1. Creation of 25 affordable¹ rental opportunities for households making 80% of Area Median Income or less.
2. The Community Land Trust of West Marin (CLAM) will submit semiannual progress reports in accordance with section II(B).

A. Affirmative marketing

The CLAM shall and must develop a satisfactory Affirmative Marketing Plan (henceforth referred to as "Affirmative Marketing Plan" or "Plan"). This Plan shall describe activities that include, but are not limited to, methods of advertising and community outreach designed to attract majority and minority groups, regardless of sex, handicap, familial status, etc. Specific requirements of the Plan shall be provided by the Planning Manager of Housing and Federal Grants Division of the Community Development Agency for the County of Marin or their designee ("Planning Manager"). MHA shall submit a proposed Plan that meets the specified requirements to the Planning Manager, which proposal shall then be subject to approval by and at the discretion of the Planning Manager.

Payment shall not be issued to CLAM for any services rendered until an Affirmative Marketing Plan has been approved by the Planning Manager.

B. Mandatory reporting

1. The CLAM shall submit semiannual progress reports to the Planning Manager for the following reporting periods on or before the specified deadlines.

<u>Reporting period</u>	<u>Deadline</u>
July – December 2018	January 22, 2019
January – June 2019	July 16, 2019
July – December 2019	January 21, 2019
January – June 2020	July 7, 2020

¹ For purposes of this agreement, "Affordable" shall be defined as total housing costs shall not exceed 35% of household income.

Semiannual progress reports will include:

- a. A detailed description and summary of units created through the Real Community Rentals program, including each unit's verified affordability, the household size of the tenant family, the month and year a unit became occupied, and a list of incentives or services used to facilitate a unit's development.
 - b. A description and general discussion of program accomplishments and challenges.
 - c. Update on, and critical assessment of, the approved Affirmative Marketing Plan.
2. The Community LAM shall submit annually, 30 days after the end of the fourth quarter of each grant year, a monitoring report documenting the outcomes of all units created through the Real Community Rentals program.

C. Invoicing

CLAM shall submit monthly reimbursement request to the Planning Manager for program expenses. Reimbursement requests for billable expenses shall contain documentation as is necessary to substantiate the request including but not limited to a description of services performed, hourly rate, and description of costs (if applicable).

SECTION III: Program budget

Line Item	Allocation
Staffing	\$ 40,000.00
County of Marin fee reimbursements	\$ -
Administration and overhead	\$ 10,000.00
Total:	\$ 50,000.00

The Planning Manager, or their designee, reserve the right to reallocate budget line items as appropriate and in service of the program objective.

July 9, 2018

Ms. Leelee Thomas
Planning Manager
Housing & Federal Grants



RE: Marin Housing Landlord Partnership Program Grant #31700219

Dear Leelee:

The Housing Authority of the County of Marin (MHA) is pleased to present the Landlord Partnership Program Final Report. The attached report represents the service measureable outcomes from September 1, 2016- June 30, 2018. We are pleased to report the success of this pilot program created to help Marin leverage the Federal funds provided by HUD for rental subsidies. During the pilot we have been able to partner with 96 new landlords, increase the utilization of our vouchers and house over 100 new families and increase the voucher success rate to almost 60% in very tight rental market.

Marin Housing has been able to host a few appreciation events and provide trainings attended by community landlords to current and potential new landlords. MHA staff joined the local Marin Association of Property Income and the San Rafael Chamber of Commerce. .

Please contact Kimberly Carroll, Deputy Executive Director at (415) 491-2348 should you have any questions regarding this report.

Sincerely,


Lewis Jordan
Executive Director

Encl: LPP Annual Report
MHA Voucher Success Report
Voucher Management Services Data
HUD Awards

Housing Authority of
The County of Marin
415/491-2525
(FAX) 415/472-2186
(TDD) 1-800-735-2929
www.marinhousing.org

County of Marin
Landlord Partnership Program Report
July 1, 2016 –June 30, 2018

1. Mission, Goals and Objectives

Goal: To expand affordable housing rental opportunities for families with vouchers by making landlord participation in the program more attractive, more feasible and streamlined.

Objective:

Partner with 25 new landlords in year one (1) and additional 25 in year two (2).

Progress:

During the reporting we have exceeded the goal, MHA has partnered with 94 new landlords, resulting in over 105 rental units.

Objective:

Provide 50 families with security deposit assistance.

Progress:

During the reporting MHA assisted 123 families with security deposits; totaling \$239,350 or 104% of the budget.

Objective:

Use the tools of vacancy loss and damage mitigation pool to attract and retain landlords.

Progress:

**With 94 new landlords in it is difficult to tell how many were due to the incentives, however following incentives were provided to partnering landlords;
\$52,000 in damage mitigation or 58% of the total \$89,000;
\$61,217 in vacancy loss or 72% of the \$85,000.**

Objective:

Increase success rate from 37% to 50% of those searching.

Progress:

The overall success rate for the first 6 months of 2018 increased to 56% (see attached Voucher Success Report). The total success rate for the full grant term has increased to 59%. The total Unit Months Leased (UML) increased from 2016 to 2017 from 23,409 to 24,290, which represents 881 additional UML's or 99 more participants under contract each month. In 2018 our UML count increased from 10,494 to 10,830 representing 56 newly housed participants.

Objective:

Landlord Liaison answering service will answer 100% of the calls by person not voicemail.

Progress:

Over the reporting period 100% of calls were answered in person by the a dedicated answering services, calls are forwarded to staff by email and text to respond 24 hours 7 days a week.

Objective:

Respond to 75% landlord calls with a first responder response not transferred.

Progress:

All calls are answered by our answering service, the receptionist has been trained on the program and the given responses to most commonly asked questions by our landlords. Any calls that need to be forwarded are sent by text directly to three key staff members and are responded to with hours.

Objective:

Forwarded calls will be inputted into MHA housing software immediately and will be closed (responded) within 24 hours.

Progress:

All forwarded calls were responded to by staff within 24 hours.

Other:

MHA has provided rental rehabilitation loan funds to twelve (12) landlords for twenty (20) existing units during the program in 2016 and 2018 for a total of \$500,000 in loans. There has been four (4) owners for the creation of 6 new units during the reporting period with a total of \$105,000 in loans.

MHA has been acknowledged as one of 5 awardees through the North Bay Leadership Council recognized for leadership; the Landlord Partnership Program was awarded for being creative in government. MHA has also provided trainings to other housing authorities and has presented at two national conferences on landlord engagement strategies. MHA received 3 HUD awards during the reporting period, 2018 Landlord Outreach and Customer Service, 2018 Housing Choice Voucher Program of the Year and 2018 Housing Choice Voucher Program High Performer. MHA was recognized because of our increased voucher utilization rate and our ability to house 99 additional families in a very tough rental market (see attached).

Through our LPP we have been able to help create two long-term affordable housing units for chronically homeless individuals using the Project Based Voucher (PBV) program, securing a five year contract with a new landlord using LPP funds for rehab and security deposits. This is the first time MHA has partnered with an individual landlord under the PBV program.

During the grant term MHA hosted 4 landlord appreciation events and 5 trainings. MHA a landlord/tenant law training that was attended by 45 landlord/property owners. In addition we have held 4 Landlord Advisory Committee meetings.

Marin Housing Authority
Voucher Success Report

FromDate = 07/01/2016 AND ToDate = 06/29/2018

Month Year	Total Issued	Success Rate		Leased in 30 days		Leased in 30-60 days		Leased in 60-90 days		Leased in more than 90 days	
		Count	%	Count	%	Count	%	Count	%	Count	%
July 2016	35	22	62.86	12	54.55	5	22.73	0	0.00	5	22.73
August 2016	18	11	61.11	2	18.18	1	9.09	2	18.18	6	54.55
September 2016	56	25	44.64	14	56.00	3	12.00	4	16.00	4	16.00
October 2016	44	27	61.36	12	44.44	7	25.93	1	3.70	7	25.93
November 2016	79	43	54.43	14	32.56	9	20.93	8	18.60	12	27.91
December 2016	35	23	65.71	10	43.48	4	17.39	2	8.70	7	30.43
January 2017	97	68	70.10	52	76.47	3	4.41	4	5.88	9	13.24
February 2017	53	30	56.60	19	63.33	3	10.00	1	3.33	7	23.33
March 2017	96	53	55.21	29	54.72	7	13.21	5	9.43	12	22.64
April 2017	43	30	69.77	14	46.67	9	30.00	3	10.00	4	13.33
May 2017	68	38	55.88	19	50.00	5	13.16	0	0.00	14	36.84
June 2017	44	35	79.55	12	34.29	12	34.29	6	17.14	5	14.29
July 2017	51	34	66.67	12	35.29	7	20.59	5	14.71	10	29.41
August 2017	42	25	59.52	16	64.00	1	4.00	3	12.00	5	20.00
September 2017	49	30	61.22	16	53.33	5	16.67	2	6.67	7	23.33
October 2017	78	42	53.85	24	57.14	6	14.29	3	7.14	9	21.43
November 2017	47	26	55.32	9	34.62	7	26.92	4	15.38	6	23.08
December 2017	52	29	55.77	10	34.48	9	31.03	5	17.24	5	17.24
January 2018	49	30	61.22	17	56.67	3	10.00	4	13.33	6	20.00
February 2018	34	20	58.82	13	65.00	5	25.00	2	10.00	0	0.00
March 2018	39	23	58.97	16	69.57	5	21.74	2	8.70	0	0.00
April 2018	39	23	58.97	18	78.26	5	21.74	0	0.00	0	0.00

Marin Housing Authority
Voucher Success Report

FromDate = 07/01/2016 AND ToDate = 06/29/2018

Month Year	Total Issued	Success Rate		Leased in 30 days		Leased in 30-60 days		Leased in 60-90 days		Leased in more than 90 days	
		Count	%	Count	%	Count	%	Count	%	Count	%
May 2018	24	15	62.50	10	66.67	5	33.33	0	0.00	0	0.00
June 2018	21	5	23.81	5	100.00	0	0.00	0	0.00	0	0.00
Total :	1193	707	59.26	375	53.04	126	17.82	66	9.34	140	19.80



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Certificate of Recognition

2018 Housing Choice Voucher Program High Performer

This certificate is awarded to:

**Housing Authority
of the County of Marin**

Presented by

A handwritten signature in black ink, appearing to read "Gerard R. Windt", is written over a horizontal line.

Gerard R. Windt, Director



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Certificate of Recognition

2018 Landlord Outreach and Customer Service

This certificate is awarded to:

**Housing Authority
of the County of Marin**

Presented by

A handwritten signature in blue ink, appearing to read "Gerard R. Windt", is written over a horizontal line.

Gerard R. Windt, Director



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Certificate of Recognition

**2018 Housing Choice Voucher
Program of the Year – Large PHA**

This certificate is awarded to:

Housing Authority of the County of Marin

Presented by

A handwritten signature in blue ink, appearing to read "Gerard R. Windt", is written over a horizontal line.

Gerard R. Windt, Director



Real Community Rentals Program

Semi-annual Report for Jan 2018 – June 2018

Objective - Create 12 affordable rentals in 2 years of the program

Progress:

- Two junior units previously in construction phase have been completed.
- One junior unit is still in construction and one more unit has been added to design phase.
- Rentals created to date: 15 rentals (2 in 2016, 4 in 2017, 7 in 2018, plus 2 in design/construction phase)
- Number of homeowner visits to assess feasibility this reporting period: 11
- Number of homeowners discussed program with this reporting period: 21

Summary chart of rentals created Jan 2018 to June 2018

Month	#families housed	#in household	AMI	Incentives uses
Mar-18	1	4	41%	Tenant selection, lease prep
Apr-18	1	1	40%	Tenant selection, lease prep
May-18	1	1	50%	Tenant selection, lease prep
Jun-18	1	1	47%	Design, loan, permit waiver, tenant selection, lease
Jun-18	1	1	30%	Tenant selection, lease prep
Jun-18	1	2	60%	Design, permit waiver, lease prep
Jun-18	1	1	25%	tenant selection, lease prep, deposit assistance

As of July 1, 2018 - 2 more units in design/construction

Objective –Marketing for Real Community Rentals program

Progress:

- The goal to create 12 rentals in the first two years of the program has been met and exceeded. 13 rentals have been created and 2 more are in design/construction phase, for a total of 15 units fostered by the program.
- The program is gathering steam with many more rentals added in the first six months of 2018 than any other reporting period. Many of these are existing spaces that are being put into service as rentals for the first time with assistance in tenant selection and lease preparation, and others are entering into the design and construction phase.

- A short video about creating a rental from a spare bedroom is being prepared with “before” and “after” footage and interviews with homeowners. The “after” photos have been completed and the video is being created. It will be shared on social media to reach audiences not reached through print material.

Lessons Learned:

Support with tenant selection and lease preparation has been the most used incentive. This level of support gives homeowners the confidence they need to become landlords. Most of the homeowners served have never been landlords before. The assistance with security deposit and the availability of loss mitigation funds further assures potential landlords that they will be supported in the process.

Throughout the two years of the program the loan products have changed. The zero-interest, principal deferred loan to rehab an existing rental was discontinued. Two projects were withdrawn from the Real Community Rentals program due to this loss.

Feasibility visits with homeowners revealed that the creation of ADUs in West Marin to be rented affordably is not cost effective due to the septic upgrades usually necessary. To encourage more ADUs the county will need to pursue more cost effective septic solutions. The creation of JADUs are cost effective for affordable rentals, but will usually only serve individuals due to their small size.

The original incentive package included permit waivers for affordable units created through the program. This was then superseded by county wide JADU permit waivers, but these waivers are not tied to affordability. Furthermore, JADUs and their waivers are new to the county and much confusion surfaced at the building department around how to process such units and what was allowed to be included in the permit.

Because junior units are typically small (250 sq ft) an outdoor living area is critical to making them usable as long term rentals. Decks that might accomplish that were denied inclusion in the JADU permit waiver.

Recommendations:

To strengthen the program, it is recommended that the original permit waivers for units created through the program and tied to affordability be reinstated over the county wide JADU permit waivers. Furthermore, it is recommended that the permits be inclusive of decking and outdoor living areas that enhance the long term livability of a rental.

Attractive loan products that meet the needs of creating a unit to be rented well below market rate are critical. More loan products need to be explored and offered. Napa has a disappearing loan product for which principal is reduced each year the unit is rented affordably. Perhaps Marin County could consider a similar incentive.

The ability to work more collaboratively with BCLT and SGVAHA to offer tenant selection and lease prep assistance will greatly expand the program in the San Geronimo Valley and in Bolinas.