

**AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF ORANGE AND  
THE  
ORANGE COUNTY HOUSING FINANCE TRUST  
FOR THE PROVISION OF SERVICES**

Amended and Restated This Memorandum of Understanding ("Amended ~~{MOU}~~") is entered into as of January 1, 2026 ~~on~~ between the County of Orange ("**County**"), a political subdivision of the State of California, and the Orange County Housing Finance Trust (the "**Trust**"), a California public agency formed pursuant to California Government Code section 6500 *et. seq.* County and Trust may each be referred to individually as "Party" and collectively as the "Parties". ~~seq.~~

**RECITALS**

WHEREAS, the Trust ~~previously requested~~ requests that the County, through certain County departments, provide the Trust certain services as specified in the this MOU executed between the Parties and which became effective June 23, 2020 ("**Original MOU**"); and

WHEREAS since execution and effectuation of the Original MOU, the Trust's service needs have evolved; and

WHEREAS the, County continues to be willing and able to provide the said services outlined in this Amended MOU to the Trust and the Trust agrees to pay County for said services; and

WHEREAS, the services which the County will provide to the Trust will be at a rate that shall not exceed the costs of providing same or similar services to County departments; and

WHEREAS, the County and the Trust desire to set forth certain policies, procedures, and provisions of such County services.

NOW, THEREFORE, County and the Trust agree as follows:

**I. PURPOSE**

This MOU, including Attachments A through ~~FG~~, outlines the understanding between County and the Trust related to the provision of certain services ("**Services**") by County to the Trust.

**II. TERM**

This Amended MOU for Services (as described in Section III) ~~provided~~ by County to the Trust ~~("Parties" collectively)~~ will commence on January July 1, 2026 ~~2020~~. The Amended MOU shall remain in full effect until termination as provided herein.

### III. ~~III.~~ SERVICES PROVIDED BY COUNTY

The Trust requests County to perform the following Services in the same manner as for County departments except as the Trust otherwise approves:

A.	Auditor-Controller .....	Attachment A
B.	Treasurer .....	Attachment B
C.	County .....	Counsel
	.....	
	..... Attachment C	
D.	Clerk of the Board .....	Attachment D
E.	<del>OC Sherriff</del> .....	<del>Attachment E</del>
F.	<del>E.</del> OC Community Resources .....	<del>Attachment E</del>
F.	<del>CEO Public Finance</del> .....	<del>Attachment F</del>

County shall provide the Services at the levels specified and defined in Attachments A through F. County shall allocate the resources and perform the duties, and fulfill the responsibilities set forth in Attachments A through F. The provision of Services under this Amended MOU shall be under the administrative supervision and direction of the Chair of Trust Executive Director on behalf of the Trust Board of Directors and the County Executive Officer on behalf of County.

### IV. ~~IV.~~ RECORDS

All records generated by or as a result of this Amended MOU shall become and remain the property of County; provided that the Trust shall be entitled to obtain copies of such records at the same rates as those charged to County departments and special districts.

### V. ~~v.~~ COMPENSATION FOR SERVICES

~~The Where applicable, the~~ County shall~~will~~ provide the Trust the estimated annual cost of providing the Services described in Attachments A through F annually for consideration by the Trust during its annual budget process. In an amount not to exceed \$352,023 annually.

The County shall~~will~~ provide this information to the Trust on or before March 31 of each year for the next fiscal year. The rates charged to the Trust for such Services provided shall be the same rates as those charged to County departments and special districts for the same or similar Services, and shall be subject to adjustment annually at the sole and exclusive discretion of the County. The Trust agrees to compensate County at such rates in consideration for the Services provided by the County. Failure to provide the estimated annual cost to the Trust shall not constitute a waiver by the County to increase its rates in the following fiscal year; provided that, and despite anything to the contrary, (1) no such increase shall be effective until and unless the Trust receives written notice of such increase at least one hundred twenty (120) days before the effective date of the increase, and (2), within thirty (30) days after receipt of such notice of increase in rates, the Trust may terminate this MOU upon ninety (90) days written notice to County-. The termination provision in this section applies only to rate increases subsequent to the start of the

Trust fiscal year.

## VI. PAYMENT

The County will bill ~~the Trust~~~~OCHFT~~ for services provided by the County by issuing an invoice ~~by the 15<sup>th</sup> of each month. Trust shall approve. Once the invoice is approved by OCHFT within ten (10)5 business days after the 15<sup>th</sup> day following the receipt of invoice. Upon such approval, month of Services rendered to record payment; the~~ County will collect payment via Journal Voucher ~~pursuant to the approved invoice.~~ — County failure to ~~issue an invoice~~~~follow the deadlines specified above~~ shall not constitute a waiver of the County's right to issue an invoice and receive payment from the Trust for Services rendered under this Amended MOU. All invoices for Services provided as part of this Amended MOU shall be posted to the Trust Fund Number 163.

The Parties agree to act in good faith and to use their best efforts to resolve all questions regarding invoices. ~~If a Party has a within thirty (30) days following either Party's notification to the other Party that there is~~ dispute regarding ~~thean~~ invoice ~~or approval thereof, the disputing Party must notify the other Party within ten (10) business days of receiving and identifying the invoice or its approved amount. The Parties agree to use their best efforts to resolve and the basis of the dispute within thirty (30) days following the non-disputing Party's receipt of the invoice dispute.~~ Disputes shall be resolved using the dispute resolution process set forth in this Amended MOU.

Enhanced routine backup documentation beyond that customarily submitted to County departments and special districts will be provided by mutual consent of the County and Trust, at a reasonable cost to Trust. However, nothing in the above shall limit the Trust's right to request and receive from the County; additional supporting information from a Service department for billings which contain significant, unexplained anomalies that are inconsistent with the annual usage and expected cost plan for that given Service. Any such additional information required shall be provided at a reasonable cost to Trust. Trust and County shall agree upon appropriate audit procedures and testing should any Service become the subject of an audit.

The Trust will receive an invoice for any Service not included in this Amended MOU at the same rate that County departments or special districts are billed for the same Service.

## VII. CHANGES, EXTRA WORK, AMENDMENTS

Neither Party shall make changes to this Amended MOU ~~MOU~~ without the other Party's written consent. Such changes shall be incorporated into an amendment to be signed by both Parties before becoming effective. Such an amendment may be authorized by the County Executive Officer or designee and the Trust if the changes are merely ministerial; but will be subject to approval by the County Board of Supervisors and the Trust Board of Directors if material changes are involved.

## VIII. TERMINATION

Except as provided herein or as may otherwise be provided by law, either Party may terminate

this Amended MOU or the provision of all or any of the Services under it by giving written notice ("Notice of Termination") to the other Party in the manner specified in this Section. A Notice of Termination ~~Written notice~~ shall be given at least ninety (90) days prior to the end of the fiscal year and shall become effective only upon the first day of the succeeding fiscal year. After receipt of a Notice of Termination, and except as otherwise agreed:

- A. The County shall no longer be obligated to perform the Services required of it under this Amended MOU on the date specified and to the extent specified in the Notice of Termination even if Trust should thereafter request that said Services be performed under this Amended MOU.
- B. Upon termination, Trust agrees to pay County in accordance with this Amended MOU for all Services performed to the date of termination, as well as Services rendered during any transition to a new Service provider.
- C. It is understood and agreed that change in membership of the Trust's Board of Directors or a member of the County's Board of Supervisors during the term of this Amended MOU shall not affect the enforceability or cause the termination of this Amended MOU.

The above termination provision does not apply to those Services in which the County is otherwise required to provide under Business and Professions Code Section 6361.

## IX. DELEGATION, ASSIGNMENT AND SUBCONTRACTING

Unless otherwise identified herein, neither ~~Neither~~ Party may delegate performance of its obligations hereunder, either in whole or in part, without the prior written consent of the other Party. However, the provided; however, that obligations undertaken by County pursuant to this Amended MOU may be carried out by means of subcontracts which meet the requirements of this Amended MOU as they relate to the Service or activity under subcontract subject to the written consent of the Trust, which consent shall not be unreasonably withheld or delayed. No subcontract shall terminate or alter the responsibilities of either Party pursuant to this Amended MOU. Trust may not assign its rights hereunder, either in whole or in part, without prior written consent of the County.

## X. INDEMNIFICATION

- A. Pursuant to Government Code section 895.4, the Parties hereby waive the pro rata (per capita) risk allocation provided by Government Code section 895.6.
- B. Each Party (referred to herein in such capacity as Indemnitor) shall defend, indemnify, and hold the other Party, and its officers, board members, employees, representatives, and agents (as indemnitees) harmless, to the maximum extent permitted by law, from all claims, damages, expenses, or liabilities, including attorney fees and costs, that arise out of the performance by Indemnitor of its duties or obligations under this Amended MOU, or the performance of Indemnitor's officers, board members, employees, representatives, or agents under this

Amended MOU, or out of the negligence or willful misconduct of Indemnitor, or of Indemnitor's officers, board members, employees, representatives, or agents, under this Amended MOU.

## XI. INDEPENDENT CONTRACTOR

County shall perform this Amended MOU as an independent contractor, exercising due care and shall provide the Services with such skill as is customarily employed by providers of such Services. County and the officers, agents and employees of County are not, and shall not be deemed, Trust employees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to Trust employees, if any. County shall determine, at its own risk and expense, the method and manner by which the duties imposed on County in general by this Amended MOU shall be performed. Trust shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments.

## XII. NOTICES

Where required to be given under this Amended MOU, notice shall be in writing and deemed given when delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

County's address: County of Orange  
County Executive Office/Budget  
400 W. Civic Center Drive  
~~333 West Santa Ana Boulevard~~ Santa  
Ana, CA 92701

Trust's address: Orange County Housing Finance Trust  
To be provided at a later  
date~~Housing Trust Manager~~

Either Party may update its notice address by providing written notice to the other party. An updated notice address shall be effective upon receipt and shall not require a formal amendment to this Amended MOU.

P.O. Box 1452  
Chino Hills, CA 91709

## XIII. ENTIRE AGREEMENT

This Amended MOU contains the entire and complete understanding of the Parties with respect to the provision of services as specified and defined in Attachments A through F of this Amended MOU.

## XIV. COMPLIANCE WITH LAW

Notwithstanding anything to the contrary contained in this Amended MOU, the Parties agree that no provision of this Amended MOU shall require any Party to violate any applicable statute, rule of law or regulation.

## **XV. DISPUTE RESOLUTION**

Whenever County and Trust disagree as to any matter governed by this Amended MOU, the dispute resolution process set forth discussed in this Section shall govern. Until the dispute is resolved, County shall continue to provide the Services and Trust shall continue to make payment for the non-disputed portion of each invoice.

If after thirty (30) days, Trust and County cannot resolve any dispute, either Party may give the other Party a written request for a meeting between the Trust Manager and the County Executive Officer for the purpose of resolving a disagreement between the Parties. If such meeting is requested, the meeting shall be held within ten (10) business days of the receipt of such request.

If after the meeting between the Trust Manager and the County Executive Officer the dispute between the Parties is not resolved, the dispute shall be submitted to non-binding mediation in the City of Santa Ana, California, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Parties shall equally share the cost of mediation. If a dispute between the Parties regarding the interpretation or performance of this Amended MOU is not resolved by non-binding mediation, either Party may bring legal action to interpret or enforce this Amended MOU.

## **XVI. CONFIDENTIAL INFORMATION**

Each Party may disclose the other Party's Confidential Information on a "need to know" basis to its own employees that are working on a project, or its own employees who are involved in the Services under this Amended MOU. Additionally, each Party may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons, subpoena, or request for public records; or (iii) enforce its rights under this Amended MOU, provided that Party shall give advance written notification to the other Party that such disclosure is being made.

## **XVII. DEBT SUBORDINATION UNDERSTANDING**

The Parties acknowledge that in any affordable housing project where both Parties provide financing, the Trust may be required to subordinate its financing to the County pursuant to a separate agreement between the Parties. This Amended MOU does not change or create a separate understanding as it relates to the Trust's debt subordination obligations.

## **XVII.XVIII. NEGOTIATED INSTRUMENT**

This Amended MOU was negotiated at arms-length between the Trust and County, and neither

Party "prepared" this Amended MOU for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

#### **xviii. XIX. APPROPRIATION/CONTINGENCY OF FUNDS**

All obligations of the County herein are subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Amended MOU.

#### **xix. XX. RESERVATION OF RIGHTS**

Each party reserves all rights and remedies arising under other contracts, if any, and/or under the law, including, without limitation, obligations imposed by statute, and/or obligations arising by reason of the application of principles of equitable and/or promissory estoppel. Nothing in this Amended MOU releases or relieves either party from any obligation otherwise imposed by contract and/or law.

#### **XXI. ~~xx.~~ AUTHORIZED SIGNATURES**

Both Parties to this agreement represent that the signatories executing this document are fully authorized to enter into this Amended MOU.

**-Signatures Follow on Next Page --**

=

**COUNTY:**

COUNTY OF ORANGE, a political subdivision of the state of California

By \_\_\_\_\_

Michelle Aguirre

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **County of Orange** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **Frank Kim**

\_\_\_\_\_ **County Executive Officer**

APPROVED AS TO FORM  
COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By \_\_\_\_\_

Deputy

Dated \_\_\_\_\_

[INSERT SIGNATURE BLOCK]

**Orange County  
Housing Finance Trust**

\_\_\_\_\_  
Adam B. Eliason  
Manager  
\_\_\_\_\_

APPROVED AS TO FORM  
TRUST COUNSEL

By \_\_\_\_\_

Dated \_\_\_\_\_

## ATTACHMENT A

### AUDITOR-CONTROLLER

#### I. SCOPE OF SERVICES

The services described below to be provided to the Trust by the County of Orange Auditor-Controller are intended to be the same type of services as provided to County departments and agencies as of July 1, 2020. Additional services are not included and will be charged to TrustTRUST in accordance with Subparagraph IV below.

##### A. Claims and Disbursing Services

The County of Orange Auditor-Controller shall serve as the Auditor-Controller for TrustTRUST with respect to ~~auditing and~~ payment and processing of claims. Any late fees or interest resulting from untimely transmittal documentation from the TrustTRUST will be the responsibility of the TrustTRUST. Normal vendor ~~claims and trust~~ payments will be paid for TrustTRUST by the OC Community Resources ("OCCR") Accounting Section of the Auditor-Controller using the County's financial and purchasing system in accordance with their normal procedures for auditing and allowing claims for OCCR. TrustTRUST shall use the County's financial CAPS+ Finance and purchasing system ~~Purchasing System~~ to process and authorize purchase order contracts in a manner consistent with the County's ~~decentralized~~ purchasing procedures program. For other contracts, TrustTRUST shall generally comply with the Orange County Housing Finance Trust Procurement ~~County's Contract Policy Manual~~. Where Board of Directors approval is required for contracts, TrustTRUST shall submit such contracts for Board of Directors approval, since the Board of Directors is the governing body of TrustTRUST. Items that would normally require County department head approval will be approved by the Trust Chair. ~~Employee Executive Director of TRUST~~. TRUST shall continue to process employee reimbursement claims will also be handled in a manner consistent with the County's existing procedures. All disbursements, including checks and EFTs, will be processed for the Trust by the Check Writing division, following their normal procedures.

##### B. Check Writing Services

~~The Check Writing Unit will process payments and release/mail checks for payment of accounts payable and trust payments for TRUST, including follow up and processing of checks returned due to bad addresses or other reasons.~~

##### C.B. General Accounting Services

The General Accounting Section will include services provided by the OCCR Accounting Unit, including maintenance of accounting records for ~~Trust's~~TRUST's expenditures, encumbrances, revenues, and balance sheet accounts through the accounting system, ~~annual audit support approve and/or input of transactions affecting TRUST's financial records to the accounting system,~~ and provision of standard reports and on-line reports as normally provided to other County departments and agencies through the ~~County's financial~~CAPS+ Finance and ~~purchasing system~~Purchasing System. The Trust shall timely issue 1099 Forms and report 1099 information to the IRS and Franchise Tax Board for reportable payments. ~~Any additional reports or system modifications required by Trust~~TRUST will be charged at incremental cost, including system and labor costs in accordance with Subparagraph ~~IV below~~IV.

#### **D. Cost, Revenue, and Budget Services**

~~The Cost, Revenue, and Budget Unit of the Auditor-Controller will include TRUST's annual budget in the County's Adopted Budget and ensure that TRUST's budget is balanced, in the same manner as services provided to County departments and agencies.~~

#### **E.C. Financial Reporting**

The Financial Reporting and Mandated Costs Unit of the Auditor-Controller prepares the County's ~~Annual Comprehensive~~ Annual Financial Report (~~"ACFR"~~)(CAFR) and ~~Single Audit Report~~. Since ~~Trust~~TRUST is governed by ~~the Trust~~County of Orange Board of Directors and the Board of Directors also appoints the management and determines the budget of ~~Trust~~TRUST, it will be included in the County's ~~ACFR~~CAFR and ~~Single Audit Reports~~ in accordance with standards issued by the Governmental Accounting Standards Board, and will be charged a share of the cost of preparing and auditing those reports, which includes the cost of Financial Reporting staff and the cost of the contracted outside audit firm.

#### **F.D. Information Technology**

The Information Technology Section maintains CAPS+ in support of services identified in the preceding Subparagraphs A. through C This includes all of the ~~County's financial~~CAPS+ Finance and ~~purchasing system~~Purchasing System and the ~~Performance Budgeting System (PB)~~; but excludes the CAPS+ HR and Payroll System since ~~Trust~~TRUST employees are not County employees and are not utilizing County payroll and personnel systems.

## **II. COST OF SERVICES**

The estimated annual cost ~~services to the TRUST are determined based on historical use and projected and/or known~~of each service ~~needs and its annual~~

~~estimated cost shall to be provided pursuant to Section VI (Payment) of the Amended MOU above. TRUST by the County Auditor-Controller as detailed in Subparagraph II is as follows:~~

<del>Service Description</del>	<del>Estimated Annual Cost</del>
<del>OCCR Accounting Services</del>	<del>\$5,000.00</del>
<del>Indirect (13.86% of \$5,000)</del>	<del>693.00</del>
<del>TOTAL</del>	<del>\$5,693.00</del>

~~These amounts are estimates only.~~ All costs billed will be based on actual costs incurred by OCCR Accounting.

Indirect costs shall include the allocated administrative charges and the proportionate share of the Countywide Cost Allocation Plan (CWCAP), approved by the State, for the prior fiscal year. ~~For example, the FY 2020-21 billing will be based on the FY 2019-20 CWCAP using FY 2017-18 costs.~~

In the event the Amended MOU is terminated, the County~~COUNTY~~ will compute a final adjustment within one (1) year from which services are last received from the County. The adjustment is needed to reflect the actual costs of services provided since the CWCAP costs are two (2) years in arrears. This adjustment will be invoiced or refunded to Trust~~TRUST~~ as applicable. If an audit or review identifies that a transaction would result in an adjustment to Trust~~TRUST~~, then the adjustment should be provided to Trust~~TRUST~~ regardless of the number of days after which the services were received from the County.

Although the annual costs provided are estimates, in the event the actuals costs projected or incurred exceed the estimates, the Trust shall be notified.

As outlined in Section V (Compensation for Services) of the Amended MOU above, on~~On~~ or before March 31~~February 15~~ of the current fiscal year, written notice of the estimated annual cost shall be given to Trust~~TRUST~~ for the following fiscal year.

### III. PAYMENT PROCESS

~~Payment for Auditor-Controller services shall be made via invoice charging the same rate that county departments or special districts are charged for the same service for the total amount specified in Subparagraph II of this Attachment A.~~

### IV. ADDITIONAL ACCOUNTING ASSISTANCE

A. If Trust~~TRUST~~ requests additional professional accounting assistance from the Auditor-Controller over and above the standard accounting systems and procedures training and accounting systems orientation support provided to County departments and agencies, Trust~~TRUST~~ shall pay for the total additional time at an hourly rate calculated based on the current year's rates

published in the CEO Budget Policy and Instruction Manual. ~~For example, the rate of \$108.16 per hour for FY 2020-21 billing will be based on the FY 2020-21 CEO Budget Policy and Instruction Manual.~~ The billing will be performed at the completion of such additional services.

**B.** If ~~Trust~~**TRUST** requests additional accounting or budgetary reports from the Auditor-Controller in addition to the standard reports provided to all County departments and agencies, the costs of such additional reports will be charged to ~~Trust~~**TRUST** at the actual cost of designing, programming, preparing, producing, and distributing such additional reports, including all related systems costs.

## ATTACHMENT B

### TREASURER-TAX COLLECTOR

#### I. SCOPE OF SERVICES

The Services described below are to be provided by Treasurer-Tax Collector, consistent with intended to be the same type of Services as provided to the Trust prior to this agreement. If the Trust requests additional Services, costs for those Services will be charged to the Trust in accordance with the Amended MOU.

##### ~~I.A.~~ **Banking Services:**

- ~~A.a.~~ Bank relationship management -
- ~~B.b.~~ Cash management services -

##### ~~II.~~ **Investment Services** including investment of all monies on deposit with the Treasurer in accordance with the current Orange County Treasurer Investment Policy Statement

##### ~~III.B.~~ **Fund Accounting accounting and bank reconciliation Services**

The Services to the Trust will continue to automatically renew on its anniversary date until the parties agree to any modification or changes to this Amended MOU or until termination as provided in the Amended MOU.

#### II. COST OF SERVICES

Cost of Services is determined by two methodologies:

- A. Pass-through of actual costs charged by processors for credit card fees, debit card fees, and actual costs charged by armored car service providers in an amount not to exceed \$300.00 annually.
- B. Actual administrative costs associated with ~~investing~~, depositing or handling of funds and distributing interest or income authorized by California Government Code Section 27013, will be charged via a basis point calculation on the average monthly cash balance of Trust funds on deposit with the Treasurer.

#### III. PAYMENT PROCESS

- A. Actual costs for Services identified in Section II, Paragraph A4 of this Attachment B will be charged to the Trust using an invoice. These invoices will be processed on a monthly basis and will include appropriate back up

documentation.

- B. Costs as identified in Section II, Paragraph B2 of this Attachment B will be charged to the Trust using an invoice or other County approved methods. These costsinvoices will be processed as part of the interest earnings apportionment process on a monthly basis using the current basis point estimate. A fiscal year-end accounting of the actual cost for these Services is expected to be completed within six (6) months of the County's year-end. At that time, charges will be adjusted, positively or negatively, to reflect the actual cost of Services.

**ATTACHMENT C**  
**COUNTY COUNSEL**

**I. SCOPE OF SERVICES**

The Legal Services described below are intended to be the same type of Legal Services as provided to the Trust prior to this agreement. If the Trust requests additional Legal Services, costs for those Services will be charged to the Trust in accordance with the Amended MOU.

- A. ~~Attorneys~~**ATTORNEYS** shall provide the Trust with the necessary representation by staff qualified to perform the legal tasks.
- B. ~~Attorneys~~**ATTORNEYS** shall provide all legal services requested by The Trust within the Scope of Services described below.
  - 1. Advise Trust staff as to procedures, legality of documents, policy concerns, and legal implications concerning the Trust activities.
  - 2. Prepare resolutions, notices, pleadings, and other legal documents necessary for the Trust activities.
  - 3. ~~Provide representation in hearings, arbitration, mediation, and any related litigation, as necessary, arising out of the Trust activities.~~
  - 4. 3. Attend all Trust meetings and advise the Trust Directors to procedures, legality of documents, policy concerns, and legal implications concerning the Trust actions.
  - 5. 4. Coordinate and contract with outside counsel for specialized matters.

**II. COST OF SERVICES**

County Counsel will provide the Trust the estimated annual cost of providing the Services described herein pursuant to Section VI (Payment) of the Amended MOU above. County Counsel billing rate for Services is \$208.10 per hour in an amount not to exceed \$82,969.00 annually.. Trust staff shall inform County Counsel when it has reached 75% of the not to exceed amount.

The estimated annual cost of services to the Trust shall be determined based on historical use and projected and/or known service needs. All costs billed will be based on actual costs incurred by the County Counsel at a rate that shall not to the costs of providing same or similar services to County departments.

The Trust will be billed the administration fee associated with this Attachment C at the same rate as County Departments or other special districts.

**III. PAYMENT PROCESS**

Reimbursement to County Counsel for Legal Services is handled through the biweekly payroll process, and via the invoice method, as needed. ~~For example, missed deductions during the biweekly process for an employee on a leave of absence would be reimbursed to the County via the invoice method.~~

## ATTACHMENT D

### CLERK OF THE BOARD OF SUPERVISORS~~DIRECTORS~~

#### I. SCOPE OF SERVICES

~~The Services described below are intended to be the same type of Services as provided to the Trust prior to this agreement. If the Trust requests additional Services, costs for those Services will be charged to the Trust in accordance with the MOU.~~

##### A. Administrative Preparation of Regular and Special Meeting Agendas

The Clerk of the Board of Supervisors shall act as the Clerk of the Board of Directors for the Trust (“Clerk of the Board”). The Clerk of the Board or designee as the primary clerk and a deputy clerk assigned as the back-up clerk will perform the administrative preparation of agendas pursuant to the Ralph M. Brown Act, Government Code Section 54950 et seq.

1. Collaborate with the ~~Housing Trust Manager~~ for the filing of agenda items with the Clerk of the Board.
2. Prepare and update agendas in compliance with the Ralph M. Brown Act for regular and special meetings of the Trust.
3. Distribute agenda packets to the Board of Directors electronically and make available for review to the general public. Copies of all documents submitted to the Trust will be on file with the Clerk of the Board’s office and will be posted on the Trust’s website.
4. Prepare list of directives from Trust members (if applicable).
5. Process legal publication requirements for the Trust prior to a meeting, as required.

##### B. Administrative Preparation and Clerking of Meetings

The Clerk of the Board or designee as the primary clerk and a deputy clerk assigned as the back-up clerk shall attend each meeting of the Trust and maintain a record of all proceedings as required by law.

1. Prepare and set up meeting room.
2. Attend and clerk each meeting, capturing votes/action taken during meetings.
3. Facility where meetings are held must provide audio and/or video services.
4. Meetings should take place during regular business hours. Travel to and from meetings located at a site other than the Hall of Administration will be subject to mileage reimbursement for travel to and from meetings and parking fees (if applicable).

C. Administrative Preparation of Regular and Special Meeting Summary Action Minutes

The Clerk shall prepare and distribute Summary Action Minutes of meetings. The minutes shall consist of the brief statement of each item posted on the agenda and supplemental agenda items plus all motions, resolutions, and ordinance numbers related to the item, all votes recorded and the final action taken by the Orange County Housing Finance Trust.

1. Prepare the Summary Action Minutes after each meeting and schedule for Trust approval at their next scheduled meeting.
2. Distribute the approved Summary Action Minutes to the Trust members and make available for review to the general public.
3. Process legal publication requirements for the Trust after a meeting, as required.

D. Other Administrative Matters

1. Maintain the official records for the Orange County Housing Finance Trust.
2. Assist the public and the Trust departments/agencies with research of records and respond to public records act requests.
3. Provide Oath of Office to Board of Directors of the Trust.
4. Handle noticing and posting requirements for the Trust as required.
5. Order supplies for meetings of the Trust.
6. Perform the services as the filing official for the Trust.
7. Ensure submission of Form 700 filing for both County employed Trust Board Directors and Non-County employed Trust Board Directors

## II. Cost of Services

~~The Clerk of the Board Trust will provide be billed the administration fee associated with this Attachment D at the Trust the same rate as County Departments or other special districts. The estimated annual cost of providing the each service to be provided to TRUST by the Clerk of the Board of Supervisors as detailed in Subparagraph I. is not to exceed \$7,200.00~~

~~The Clerk of the Board shall bill the Trust monthly in arrears for services provided in the previous month at the rates approved by the County of Orange Board of Supervisors for the applicable fiscal year. Any meeting beyond regular business hours require deputy clerks covered under the Orange County Employees Association – Office Services described herein pursuant to Section VI (Payment) of the Amended MOU above. Unit to be compensated at one and one half (1 ½) times the regular hourly rate.~~

**III. Payment Process**

Billings for actual cost will be made via the invoice billing method and will use fund codes designated for the Trust.

## ~~ORANGE COUNTY SHERIFF DEPARTMENT~~

### ~~I. SCOPE OF SERVICES~~

~~The Communications Services described below are intended to be the same type of Services as provided to the Trust prior to this agreement. If the Trust requests additional Services, costs for those Services will be charged to the Trust in accordance with the MOU.~~

#### ~~A. Live Meeting Audio Services~~

- ~~1. Set up for meeting room before each Trust meeting to ensure speakers and sound volume are working properly.~~
- ~~2. Monitor audio during the Trust Board Meeting~~
- ~~3. Provide recorded audio file for inclusion on Trust website.~~

#### ~~B. Virtual Meeting Broadcast~~

- ~~1. Before each Trust meeting work with staff to ensure speakers, sound volume and conference software are working and interfacing properly for recording system.~~
- ~~2. Monitor audio during the Trust Board Meeting~~
- ~~3. Provide recorded audio file for inclusion on Trust website.~~

### ~~II. Cost of Services~~

## ~~The ATTACHMENT E~~

~~Trust will be billed the administration fee associated with this Attachment E at the same rate as County Departments or other special districts. The Orange County Sheriff Department shall bill the Trust monthly in arrears for services provided in the previous month. The billing rate is \$88.00 per hour, for an amount not to exceed \$1,703 annually.~~

~~Any meeting beyond regular business hours require deputy clerks covered under the Orange County Employees Association – Office Services Unit to be compensated at one and one-half (1 ½) times the regular hourly rate. In addition, two staff members are required to attend after hours meetings.~~

### ~~III. Payment Process~~

~~Billings for actual cost will be made via the invoice billing method and will use fund codes designated for the Trust.~~

## OC COMMUNITY RESOURCES

### I. SCOPE OF SERVICES

~~The Services described below are intended to be the same type of Services as provided to the Trust prior to this agreement. If the Trust requests additional Services, costs for those Services will be charged to the Trust in accordance with the MOU.~~

~~Contractor shall provide consulting services to support the newly formed OCHFT on an as-needed basis. The actual scope of work will be based upon mutual agreement between the County and Contractor. Contractor services may include the following:~~

~~A. Facilitate and manage OCHFT Team Meetings to discuss and determine action items needed prior to presentation to the OCHTF Board or Advisory Board. The OCHFT Team shall include the following:~~

- ~~1. County Representative(s).~~
- ~~2.1. Assigned person from the Clerk of the Board to assist with agendas, minutes, and administrative duties.~~
- ~~3. Assigned person from the Treasurer/Tax Collector to assist with the budget and audit issues.~~
- ~~4. Assigned person from County Counsel to opine on legal matters related to the organization and others as deemed necessary.~~
- ~~5. Assigned person from County Counsel to opine on legal matters related to the organization and others as deemed necessary.~~
- ~~6. Assigned person from Auditor Controller~~
- ~~1. Other invitees as deemed necessary by the OC Community Resources ("Team).~~

~~B. Evaluate and prepare funding sustainability analysis to determine both long-term project funding and administrative funding.~~

~~C. A. OCCR") staff shall provide coordination services to support the TrustOCHFT on an as-needed basis. The actual scope of work will be based upon mutual agreement between the Trust and OCCR. Staff services may include the following:~~

- ~~1. Coordinate with Trust staff on Trust Items for Regular, Special, Ad Hoc and Advisory meetings.~~
- ~~2. Coordinate for Trust Board actions going to County Board of Supervisors when required.~~
- ~~3. Facilitate or provide IT support for Trust website and email services and other IT support as/if requested by the Trust.~~
- ~~3.4. Oversight of MOU for all County county departments~~

including Invoice Tracking for Projects and for County Scope of Services MOU:

- i. Auditor-Controller
  - ii. Treasurer - Investment Services
  - iii. County Counsel-
  - iv. Clerk of the Board
5. OCCR Staff will provide the following direct services:
- (1) Review of Trust Notice(s) of Funding Availability (“NOFA”) and updates;
  - (2) Coordinate/Attend routine (monthly, quarterly, as needed) Project/NOFA Status Meetings;
  - iv. ~~Procurement of contracts on behalf the Board – coordinate scheduling of the Regular and Special Trust Board Meetings~~
  - v. ~~(3) OC Sherriff – Coordinate with Audio team before, during and after Trust. Board meetings~~
  - (4) Provide Technical Assistance as needed on affordable housing development/funding (and projects where there is not a conflict of interest);
  - vi. ~~(5) Health Care Agency – Coordinate with Health Care Agency (or other County Department as needed) on Supportive Services - including review of the NOFA (Term Sheet, Expression of Interest etc.) and review of NOFA applications~~ NOFA application to ensure funding MHPA compliance;)
  - vii. ~~Conduct OCCR Staff~~
  - a) ~~(6) Annual Compliance Monitoring of Affordable and Supportive Housing Units (Property Management files, tenant income, Unit Rents and Inspections and resources included in the project);~~
  - (a) The Trust shall maintain appropriate monitoring fees for projects to offset the cost of annual compliance monitoring.
  - b) ~~Project Development~~
  - c) ~~Preparation of Annual Application of State Funding Programs (including LHFF)~~

## II. COST OF SERVICES

OCCR will provide the Trust the estimated annual cost of providing the Services described herein pursuant to Section VI (Payment) of the Amendment MOU above.

The estimated annual cost of services to the Trust shall be determined based on historical use and projected and/or known service needs. All costs billed will be based on actual costs incurred by OCCR at a rate that shall not exceed the costs of providing same or similar services to County departments.

OCCR shall bill the Trust ~~for Services rendered up to a not to exceed amount of \$150,000 annually. The Trust will be billed the administration fee associated with this Attachment F at the same rate as County Departments or other special districts.~~

~~OC Community Resources (OCCR) shall bill the Trust monthly in arrears for services provided in the previous month at the rates approved by the County of Orange Board of Supervisors for the applicable fiscal year. All Staff Costs to be fully burdened (Including benefits, indirect costs like Information Technology to support OCCR staff that are applied to all County Staff.)~~

~~Any meeting beyond regular business hours require OCCR staff covered under the Orange County Employees Association – Office Services Unit to be compensated at one and one-half (1 ½) times the regular hourly rate.~~

### **III. PAYMENT PROCESS**

Payment for OCCR services shall be made via the invoice method as specified in this Amendedthe MOU.

**ATTACHMENT F**  
**CEO PUBLIC FINANCE**

**I. SCOPE OF SERVICES**

CEO Public Finance will provide Trust Manager/Executive Director Services

A. Facilitate and manage Trust Team Meetings to discuss and determine action items needed prior to presentation to the Trust Board of Directors or Trust Advisory Board. The Trust Team shall include the following:

1. County Representative(s).
2. Assigned person from the Clerk of the Board to assist with agendas, minutes, and administrative duties.
3. Assigned person from County Counsel to opine on legal matters related to the organization and others as deemed necessary.
4. Assigned person from Auditor- Controller
5. Other invitees as deemed necessary by the Trust.

B. Provide management and oversight of Trust operations as directed by the Trust Board of Directors ("Trust Board") and/or the Trust Chair:

1. Coordinate with Trust Board to establish annual budget and update annual and long-term strategic plans.
2. Prepare and coordinate with County Memorandum of Understanding (MOU) Departments for drafting of the Trust Board meeting agenda items and presentations.
3. Prepare and coordinate with MOU Departments on all competitive bidding proposals for consultant/professional services and provide recommendations to the Trust Board (e.g., financial, auditing, marketing, advocacy, insurance).
4. Coordinating with consultant/professional services contractors.
5. In coordination with MOU Departments, locating and reviewing responsive records and responding to record requests under the California Public Records Act.
6. Recommend to the Trust Board various policies and procedures for various compliance monitoring for Trust funded projects and establish policies and procedures upon direction from the Trust Board.
7. In coordination with MOU Departments, manage and update the Trust website.
8. Coordinate with Trust Board and implement Trust Board directives regarding public relations and strategic communications.
9. Other duties and assignments as requested by the Trust Board and/or through the Trust Chair.

II. **COST OF SERVICES**

CEO Public Finance will provide the Trust the estimated annual cost of providing the Services described herein pursuant to Section V (Compensation for Services) of the Amended MOU above.

The estimated annual cost of services to the Trust shall be determined based on historical use and projected and/or known service needs. All costs billed will be based on actual costs incurred by CEO Public Finance.