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AMENDED AND RESTATED MEMORANDUM OF AGREEMENT BETWEEN COUNTY OF ORANGE AND ORANGE COUNTY HOUSING AUTHORITY

This Agreement ("CONTRACT") is made between the County of Orange, a political subdivision of the State of California ("COUNTY"), and the Orange County Housing Authority ("OCHA"), with COUNTY and OCHA sometimes referred to each as a "PARTY" or collectively as the "PARTIES."

RECITALS

Whereas, the COUNTY is a recognized Urban County under the Federal Housing and Community Development Act of 1974 and has received funds from the United States Department of Urban and Housing Development ("HUD"), under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383, as amended) for the purpose of funding programs meeting one of the HUD national objectives; and

Whereas, COUNTY and OCHA entered the prior version of this CONTRACT effective July 1, 2016, through June 30, 2021; and

Whereas, COUNTY adopted the FY 2020-2024 Consolidated Plan that includes the ability to provide HUD funding for Tenant Based Rental Assistance (TBRA) Activities; and

Whereas, COUNTY adopted the FY 2021-22 Annual Action Plan on June 22, 2021; and

Whereas, COUNTY may continue to fund TBRA activities through Annual Action Plans approved by the Board of Supervisors and HUD during the Consolidated Plan period FY 2020-2024; and

Whereas, the FY 2021-22 Annual Action Plan includes HOME funds identified for TBRA; and

Whereas, on December 18, 2012, the Orange County Board of Supervisors approved creation of the Tenant-Based Rental Assistance Program (TBRA PROGRAM) and authorized OC Community Resources to utilize $500,000 in a combination of Orange County Housing Successor Agency funds and/or Federal HOME Investment Partnership Program funds to provide move-in and/or rental assistance to low income families, seniors and/or special needs populations; and

Whereas, on November 10, 2015, the Orange County Board of Supervisors authorized OC Community Resources to utilize up to an additional $850,000 in a combination of Orange County Housing Successor Agency funds, Federal HOME Investment Partnership Program funds and/or Operating Reserve funds to fund TBRA PROGRAM activities; and

Whereas, the PARTIES intend to amend and restate their obligations in their entirety, wherein OCHA will administer a TBRA PROGRAM, on behalf of COUNTY, designed to address the need for permanent housing solutions for low-income individuals, families, seniors, and special needs populations that may be homeless or on the verge of homelessness in the County of Orange as described herein; and

Whereas, COUNTY will provide OCHA with $100,000 in Federal HOME Investment Partnership Program funds to administer the TBRA PROGRAM on behalf of COUNTY starting FY 2021-22 and as approved by the Board of Supervisors on June 22, 2021 as part of the FY 2021-22 Annual Action Plan as described herein.

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NOW THEREFORE, the PARTIES mutually agree as follows:

1. **Incorporation of Recitals**: All of the above recitals are hereby incorporated into this CONTRACT as if fully set forth herein.

2. **Term of Agreement:** This CONTRACT shall be effective from July 1, 2021, through June 30, 2025, unless otherwise terminated by COUNTY. During the CONTRACT term, COUNTY has the right to reclaim any portion or all of the remaining balance of HOME funds provided to OCHA if it is determined by COUNTY that HOME funds are (1) subject to recapture or reduction per HOME regulations at 24 Code of Federal Regulations (CFR) Part 92.500, or (2) needed by COUNTY to assist other eligible HOME Program activities.

3. **Amendments:** COUNTY and OCHA may mutually amend this CONTRACT at any time by an agreement in writing, signed by COUNTY and OCHA.

4. **Program Overview:** The TBRA PROGRAM is designed to address the need for permanent housing solutions for low-income individuals, families, seniors, and special needs populations that may be homeless or on the verge of homelessness throughout the County of Orange. The TBRA PROGRAM provides eligible populations with move-in assistance and/or rental subsidies.

5. **Eligible Activities:**

   A. **Rental Assistance:** Rental assistance under the TBRA PROGRAM is available to eligible households for no more than 24 months of rental assistance, as described in Section 9 of this CONTRACT, for Permanent Housing that includes rental properties such as apartments, condominiums, and single family homes; but excludes units and/or housing that are used for transitional or solely overnight assistance.

   B. **Security & Utility Deposits:** Grants for security deposits, utility deposits and the tenants' initial month's pro-rated rent (Deposits and Rent) qualify for this subsidy. Such Deposits and Rent will not exceed the cost of two month's rent.

6. **Eligible Applicants:** Preference will be given to homeless low-income individuals, families, seniors, and special needs populations with extenuating circumstances including those at risk of being displaced from their primary residence.

7. **Eligibility:** Eligible households include those households in the County of Orange who are low income as defined by HUD. Income eligibility must be completed prior to assistance. Assisted households must comply with all HUD requirements.

8. **Eligible Units:** Units covered under a project-based rental assistance agreement or Public Housing Authority units are not eligible for assistance under the TBRA PROGRAM. Units in a project partially covered by a project-based rental assistance agreement are eligible, provided that there is not project-based assistance available for the unit in question. All assisted units must be Permanent Housing as defined in Section 4.A. of this CONTRACT.

9. **Rental Assistance:** The amount of rental assistance paid on behalf of an eligible household is limited to the difference between the established rent for the unit and thirty percent (30%) of the eligible household's gross monthly income. The amount of rental assistance needed is

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determined by comparing the household's anticipated gross annual income for the next twelve months to the income limits for the appropriate household size. The definition of annual income is as defined in Section 8 of the United States Housing Act of 1937. Verification of income will be completed in accordance with the rules of the Section 8 Housing Choice Voucher Program and/or the Emergency Solution Grants Program.

10. **Length of Rental Assistance:** In accordance with HUD requirements for HOME funds, and Section 4.A. of this CONTRACT, rental assistance is limited to a 24-month period. No TBRA PROGRAM application shall be accepted after expiration of 24-month assistance.

11. **Administration:** A Direct Cost Fee will be allowed for administrative activities based on 10% of the funds used for eligible TBRA PROGRAM activities. Such HOME funds will be used in accordance with the activities listed and budgeted for the TBRA PROGRAM. Issues not covered in this CONTRACT will be handled in accordance with HUD 24 CFR Part 92.

12. **Compliance With Requirements:** OCHA shall comply with all applicable requirements, statutes, and regulations as stated in the Federal Register at 24 CFR Part 92.209.

13. **Entire Contract**: This CONTRACT contains the entire understanding of the PARTIES with respect to the subject matter of the CONTRACT and supersedes all prior or contemporaneous agreements and understandings between the PARTIES, whether oral or written, with respect to the subject matter of the CONTRACT.

14. **Counterparts**: This CONTRACT may be executed in multiple counterparts. Each such counterpart, if executed by both PARTIES by electronic signature or handwriting, shall be an original, and both such counterparts together shall constitute but one and the same document. This CONTRACT shall not be deemed executed unless and until at least one counterpart bears the signature of each PARTY's designated signatory.

15. **Contingency of Funds and Future Funding**: The PARTIES agree to seek Board of Supervisors' approval of future annual allocations of funding through the Annual Action Plan process. In the event Board of Supervisors does not approve funding for the services hereunder or if the necessary approval, funding, or appropriations are not forthcoming, either PARTY hereunder may terminate this agreement without penalty.

IN WITNESS WHEREOF, the PARTIES hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this CONTRACT to be executed.

By:_____
Date:_____
Director, County of Orange/OC Community Resources

By:_____
Date:_____
Executive Director, Orange County Housing Authority

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APPROVED AS TO FORM
DEPUTY County COUNSEL

By: DocuSigned by: John Cleveland 74000D32EE65457... _____

Date: 6/4/2021 _____

Deputy County Counsel