

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

This Memorandum of Understanding (MOU) is entered into 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.*

RECITALS

WHEREAS, the Trust requests that the County, through certain County departments, provide the Trust certain services as specified in this MOU; and

WHEREAS, County is willing and able to provide said services 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 F, outlines the understanding between County and the Trust related to the provision of certain services ("Services") by County to the Trust.

II. TERM

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

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

	Attachment A
B. Treasurer.....	Attachment B
C. County Counsel	Attachment C
D. Clerk of the Board	Attachment D
E. OC Sherriff	Attachment E
F. OC Community Resources.....	Attachment F

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 MOU shall be under the administrative supervision and direction of the Trust Executive Director on behalf of the Trust and the County Executive Officer on behalf of County.

IV. RECORDS

All records generated by or as a result of this 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. COMPENSATION FOR SERVICES

Where applicable, the County will provide the Trust the estimated annual cost of providing the Services described in Attachments A through F In an amount not to exceed \$165,550 annually.

The County 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 OCHFT for services provided by the County by issuing an invoice. Once the invoice is approved by OCHFT within 5 business days after the 15th day following the month of Services rendered to record payment; the County will collect payment via Journal Voucher. County failure to 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 MOU. All journal vouchers for Services provided as part of this 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 within thirty (30) days following either Party's notification to the other Party that there is dispute regarding an invoice and identifying the invoice and the basis of the dispute. Disputes shall be resolved using the dispute resolution process set forth in this 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 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 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 MOU or the provision of all or any of the Services under it by giving notice to the other Party in the manner specified in this Section. 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 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 MOU.
- B. Upon termination, Trust agrees to pay County in accordance with this 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 MOU shall not affect the enforceability or cause the termination of this 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

Neither Party may delegate performance of its obligations hereunder, either in whole or in part, without the prior written consent of the other Party provided; however, that obligations undertaken by County pursuant to this MOU may be carried out by means of subcontracts which meet the requirements of this MOU as they relate to the Service or activity under subcontract subject to the written consent of the Trust which shall not be unreasonably withheld or delayed. No subcontract shall terminate or alter the responsibilities of either Party pursuant to this 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 MOU, or the performance of Indemnitor's officers, board members, employees, representatives, or agents under this MOU, or out of the negligence or willful misconduct of Indemnitor, or of Indemnitor's officers, board members, employees, representatives, or agents, under this MOU.

XI. INDEPENDENT CONTRACTOR

County shall perform this 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 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 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 333 West Santa Ana Boulevard Santa Ana, CA 92701
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Trust's address: Orange County Housing Finance Trust
Housing Trust Manager
P.O. Box 1452
Chino Hills, CA 91709

XIII. ENTIRE AGREEMENT

This 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 MOU.

XIV. COMPLIANCE WITH LAW

Notwithstanding anything to the contrary contained in this MOU, the Parties agree that no provision of this 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 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 MOU is not resolved by non-binding mediation, either Party may bring legal action to interpret or enforce this 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 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 MOU, provided that Party shall give advance written notification to the other Party that such disclosure is being made.

XVII. NEGOTIATED INSTRUMENT

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

"prepared" this 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. 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 MOU.

XIX. 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 MOU releases or relieves either party from any obligation otherwise imposed by contract and/or law.

XX. AUTHORIZED SIGNATURES

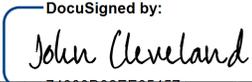
Both Parties to this agreement represent that the signatories executing this document are fully authorized to enter into this MOU.

--Signatures Follow on Next Page --

County of Orange

Frank Kim
County Executive Officer

APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By  74000D32EE65457...
Deputy

Dated 5/27/2020

Attachment A

Orange County
Housing Finance Trust

DocuSigned by:

Adam Eliason

Adam B. Eliason
Manager

5/27/2020

APPROVED AS TO FORM
TRUST COUNSEL

By  _____

Dated 4/29/2020 _____

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 TRUST in accordance with Subparagraph IV.

A. **Claims and Disbursing Services**

The County of Orange Auditor-Controller shall serve as the Auditor-Controller for TRUST with respect to auditing and payment of claims. Any late fees or interest resulting from untimely transmittal documentation from the TRUST will be the responsibility of the TRUST. Normal vendor claims and trust payments will be paid for TRUST by the OCCR Accounting Section of the Auditor-Controller in accordance with their normal procedures for auditing and allowing claims for OCCR. TRUST shall use the CAPS+ Finance and Purchasing System to process and authorize purchase order contracts in a manner consistent with the County's decentralized purchasing program. For other contracts, TRUST shall generally comply with the County's Contract Policy Manual. Where Board of Directors approval is required for contracts, TRUST shall submit such contracts for Board approval, since the Board of Directors is the governing body of TRUST. Items that would normally require County department head approval will be approved by the Executive Director of TRUST. TRUST shall continue to process employee reimbursement claims in a manner consistent with the County's existing 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. **General Accounting Services**

The General Accounting Section will include services provided by the OCCR Accounting Unit, including maintenance of accounting records for TRUST's expenditures, encumbrances, revenues, and balance sheet accounts through the accounting system, 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 CAPS+ Finance and 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 will be charged at incremental cost, including system and labor costs in accordance with Subparagraph VI.

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. Financial Reporting

The Financial Reporting and Mandated Costs Unit of the Auditor-Controller prepares the County's Comprehensive Annual Financial Report (CAFR) and Single Audit Report. Since TRUST is a private purpose trust fund within the County's fund structure, it will be included in the County's 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. Information Technology

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

II. COST OF SERVICES

The estimated annual cost of each service to be provided to TRUST by the County Auditor-Controller is not to exceed \$13,193 and is as detailed in Subparagraph II as follows:

<u>Service Description</u>	<u>Estimated Annual Cost</u>
OCCR Accounting Services	\$5,000.00
Indirect (13.86% of \$5,000)	693.00
Auditor Controller Bond	<u>\$7,500.00</u>
TOTAL	\$13,193.00

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 MOU is terminated, the COUNTY will compute a final adjustment within one 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 as applicable. If an audit or review identifies that a transaction would result in an adjustment to TRUST, then the adjustment should be provided to 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.

On or before February 15 of the current fiscal year, written notice of the estimated annual cost shall be given to TRUST for the following fiscal year.

III. PAYMENT PROCESS

Payment for Auditor-Controller services shall be made via journal voucher charging the same rate that county departments or special districts are charged for the same service for the total amount specified in Subparagraph II.

IV. ADDITIONAL ACCOUNTING ASSISTANCE

A. If 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 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 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 at the actual cost of designing, programming, preparing, producing, and distributing such additional reports, including all related systems costs.

TREASURER-TAX COLLECTOR

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.

I. Banking Services:

- A. Bank relationship management
- 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. Fund 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 MOU or until termination as provided in the MOU.

II. COST OF SERVICES

Cost of Services is not to exceed \$7,800 and 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 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. Cost of Treasurer Bond in an amount not to exceed \$7,500 annually.

III. PAYMENT PROCESS

- A. Actual costs for Services identified in Section II, Paragraph 1 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 2 of this Attachment B will be charged to the Trust using an invoice. These invoices 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.

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 MOU.

- A. ATTORNEYS shall provide the Trust with the necessary representation by staff qualified to perform the legal tasks.
- B. 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. Attend all Trust meetings and advise the Trust Directors to procedures, legality of documents, policy concerns, and legal implications concerning the Trust actions.
 - 5. Coordinate and contract with outside counsel for specialized matters.

II. COST OF SERVICES

County Counsel billing rate for Services is \$208.10 per hour in an amount not to exceed \$42,969 annually. Trust staff shall inform County Counsel when it has reached 75% of the not to exceed amount.

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.

CLERK OF THE BOARD OF 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 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 Trust will be billed the administration fee associated with this Attachment D at the same rate as County Departments or other special districts. The estimated annual cost of 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 annually.

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 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 \$1,803 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. 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
 - 7. Other invitees as deemed necessary by the Team.

- B. OCCR staff shall provide coordination services to support the OCHFT 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. Oversight of MOU for all 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 - coordinate scheduling of Regular and Special Trust Board Meetings

- v. OC Sherriff - Coordinate with Audio team before, during and after Trust Board meetings
- vi. Health Care Agency - Coordinate with Health Care Agency on Supportive Services - including review of NOFA application to ensure MHSA compliance)

II. COST OF SERVICES

OCCR shall bill the Trust for Services rendered up to a. not to exceed amount of \$92,585 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 additional services requested will be billed in addition to services covered in this MOU.

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 the MOU.