

PERMANENT LOCAL HOUSING ALLOCATION AGREEMENT BETWEEN HOMEAID AND THE CITY OF ORANGE

This Permanent Local Housing Allocation Agreement (“Agreement”) is entered into this ____ day of _____, 2022 by and between Shelter Providers of Orange County, Inc, DBA HomeAid Orange County, a California nonprofit corporation (“HomeAid”) and the City of Orange, a California municipal corporation (“Orange”).

RECITALS

A. The **State of California, Department of Housing and Community Development** (“Department”) is authorized to provide up to \$195 million to cities and counties for assistance under the SB 2 Permanent Local Housing Allocation Program Entitlement Jurisdiction Component from the Building Homes and Jobs Trust Fund (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))).

B. The Department issued **Permanent Local Housing Allocation Final Guidelines** (“PLHA Program Guidelines”) in October 2019.

C. The Department issued a Notice of Funding Availability (“NOFA”) dated February 26, 2020, under the **Permanent Local Housing Allocation** (“PLHA”). The NOFA listed Orange as an Entitlement Local Government with a PLHA funding allocation of \$607,483 for Fiscal Year 2019-2020 and a total estimated five-year PLHA funding allocation of \$3,644,898 for Fiscal Years 2019-2020 through 2023-2024.

D. The PLHA Program Guidelines permit eligible applicants for PLHA funds to subgrant some or all of its PLHA funds to another entity or entities. Pursuant to PLHA Program Guidelines section 302(c)(3), “entity” means a housing developer or program operator, but does not mean an administering local government to whom a local government may delegate its PLHA allocation.

E. Under PLHA Program Guidelines section 301 (a)(6)(B), eligible activities include assisting persons who are experiencing or at risk of homelessness, including providing emergency shelters that operate in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8255(b)(8).

F. The City of Orange desires to subgrant the available balance of its Fiscal Year 2020 PLHA Allocation, in the amount of \$222,815, to the Family Care Center, an emergency shelter for families experiencing homelessness operated by HomeAid. The eligible activity will benefit people who are experiencing or are at risk of homelessness.

THEREFORE, Orange and HomeAid agree as follows:

1. This Agreement shall constitute the legally binding Agreement between Orange and HomeAid as required under PLHA Program Guidelines.

2. Orange represents and warrants that:

a. It is eligible to submit the Five-year Plan (Plan) to the Department as part of a complete application in which it proposes to use allocated funds for at least one eligible Activity. The Plan will detail the way it will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI) and the Plan shall have a term of five years;

b. It has adopted a Department-compliant Housing Element, and will submit an **Annual Performance Report** (“APR”), as required by Government Code section 65400 for the prior year by the application deadline date, and will continue to submit its APR annually by April 1 annually for the five year term of this Agreement to ensure continued compliance; and

c. It will submit a certification in an approved resolution with the PLHA application allowing some of its funds to be provided to another entity pursuant to PLHA Program Guidelines Section 300(d), and that its selection process avoided conflicts of interest and was accessible to the public. For the purposes of this paragraph, “entity” means a housing developer or program operator; “entity” does not mean an administering local government to whom a local government delegates its PLHA formula allocation.

3. HomeAid is authorized to use PLHA funds for the Family Care Center to assist families experiencing homelessness consistent with Exhibit A.

4. At all times during the term of this Agreement Orange and HomeAid shall be in compliance with PLHA Program Guidelines, including but not limited to:

a. Maintaining a Department-compliant Housing Element; and,

b. Submitting to the Department by April 1 of each year a Housing Element APR as required under Government Code section 65400 on Orange’s prior year Housing Element activities.

5. During the term of this Agreement Orange shall:

a. Approve a Plan consistent with PLHA Program Guidelines;

b. Annually ensure activities being undertaken with PLHA funds continue to comply with PLHA guidelines;

c. In succeeding years, obtain the approval of the Department for any amendments made to the Plan, as set forth in Section PLHA Program Guidelines section 302(c)(5); and,

d. Submit to the Department annual PLHA year-end annual report beginning in 2023 pursuant to Health and Safety Code Section 50470 (b)(2)(B)(ii)(III) each year by July 31 for the term of the Standard Agreement.

6. Beginning no later than July 10, 2023, HomeAid shall submit annual fiscal year-end report to Orange that shall:

a. Provide a description of activities undertaken and targeted beneficiaries, number and demographics of clientele serviced, household incomes, as well as the status of reaching its activity goals annually to assist Orange in end of year report of accomplishments; and

b. Maintain documentation of its records related to this Agreement and HomeAid's use of PLHA funds, including but not limited to financial records and program files, throughout this Agreement and for a minimum of five years after this Agreement terminates. Financial records related to this Agreement or the HomeAid's use of PLHA funds shall be developed and maintained in accordance with generally accepted accounting principles. HomeAid shall make its records related to this Agreement and HomeAid's use of PLHA funds accessible to the Department and Orange upon request. The rights and obligations of the parties and the Department under this subdivision shall survive the Agreement's termination.

7. Indemnification by HomeAid.

a. HomeAid shall indemnify, hold harmless, and defend with counsel approved in writing by Orange, Orange and its officers, agents, elected and appointed officials, and employees against all liability, claims, losses, demands and actions for injury to or death of persons or damage to property arising out of or alleged to arise out of or in consequence of this Agreement including attorneys' fees, provided such liability, claims, demands, losses or actions are due to the acts or omissions of HomeAid, its officers, agents or employees in the performance of this Agreement.

b. HomeAid shall indemnify, hold harmless, and defend with counsel approved in writing by Orange, Orange and its officers, agents, elected and appointed officials, and employees against any liability, claims, losses, demands, and actions including attorneys' fees incurred by Orange as a result of a determination by the Department that activities undertaken by HomeAid under the Agreement failed to comply with any laws, regulations, or policies applicable thereto.

c. The rights and obligations of the parties under this paragraph shall survive the Agreement's termination.

8. Indemnification by Orange.

a. Orange shall indemnify, hold harmless, and defend with counsel approved in writing by HomeAid, HomeAid and its officers, agents and employees against all liability, claims, losses, demands and actions for injury to or death of persons or damage to property arising out of or alleged to arise out of or in consequence of this Agreement including attorneys' fees,

provided such liability, claims, demands, losses or actions are due to the acts or omissions of Orange, its officers, agents or employees in the performance of this Agreement.

b. Orange shall indemnify, hold harmless, and defend with counsel approved in writing by HomeAid, HomeAid against any liability, claims, losses, demands, and actions including attorneys' fees incurred by HomeAid as a result of a determination by the Department that activities undertaken by Orange under the Agreement failed to comply with any laws, regulations, or policies applicable thereto.

c. The rights and obligations of the parties under this paragraph shall survive the Agreement's termination.

9. HomeAid or Orange may terminate this Agreement immediately without penalty for cause or after 30 days' written notice without cause. Cause for the purposes of this paragraph includes, but is not limited to, any material breach of contract, any misrepresentation or fraud, or the Department's determination Orange is no longer eligible for PLHA funds.

10. Notices or other communications which may be required or provided under the terms of this Agreement shall be given as follows:

Orange
City of Orange
300 E. Chapman Ave.
Orange, CA 92866
Attention: Jessica Herrera

HomeAid
HomeAid OC
17821 17th St., Ste. 120
Orange, CA 92780
Attention: Gina Cunningham,
Executive Director

All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid and addressed as above. Notwithstanding the above, the Parties may also provide notices by facsimile transmittal, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business hours, on the following business day. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion shall be deemed not given.

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute but one and the same instrument.

Shelter Providers of Orange County, Inc.,
DBA HomeAid Orange County, California
nonprofit corporation

Attest:

By: _____
Name: Gina Cunningham

By: _____
Name: _____
Title: City Clerk
Date: _____

City of Orange, a municipal
corporation in the State of California

By: _____
Name: Mark A. Murphy
Title: Mayor

Date: _____

Attest

By: _____
Name: Pamela Coleman
Title: City Clerk

Date: _____

Approved as to Form:

By: _____
Name: Mary E. Binning
Title: Senior Assistant City Attorney

Date: _____



October 10, 2022

City of Orange
300 E. Chapman Ave.
Orange, CA 92866

To the City of Orange,

Thank you for being such a valuable community partner to our organization. HomeAid Orange County is pleased to submit this request in support of our mission to help families experiencing homelessness. Funding from the Permanent Local Housing Allocation will assist HomeAid with the operations at our Family CareCenter, a critically needed emergency shelter for families. These operational costs include utilities that keep the shelter safe and healthy, maintenance that preserves the building, security and staffing fees, food and toiletries, and other supplies that directly serve the families who stay at the CareCenter.

HomeAid Orange County primarily partners with nonprofit service providers and public entities who want to build housing that will assist those experiencing homelessness. Through our connections within the building industry, we assist in all steps of the housing development process, saving a minimum of 30% of market costs on each housing project. These funds we save are for the benefit of our nonprofit partners who operate the shelters, so that they can spend more of their own resources on the individuals and families that they serve. Since our founding in 1989, HomeAid has worked on the completion of 70 housing projects, which have been home to over 77,000 individuals. Today, there are 19 HomeAid affiliates in 13 different states across America working to build a future without homelessness.

Due to the high demand for housing in our community, the HomeAid model evolved to develop housing projects of our own. In July 2017, HomeAid Orange County opened the Family CareCenter, an emergency shelter that provides desperately needed short-term housing to families experiencing homelessness. Designed to keep families together, the CareCenter is a safe and dignified place where parents can focus on rebuilding their futures and securing a more stable place to live. In the five years since opening its doors, the CareCenter has sheltered 345 families, accounting for a total of 1,363 individuals.

Human services and operations are provided by our nonprofit partner, Mercy House. Through Mercy House, all residents within the Family CareCenter have immediate access to case management and housing navigation support. 92% of all the families who have entered the CareCenter have successfully moved onto their next housing option.

The communal living space currently provides 56 beds in semi-private, flexible sleeping areas for up to 16 families each night. Every day, the CareCenter staff provides the families staying there with breakfast, lunch, and dinner. Tutoring, homework assistance, and access to computers are also available to students so that important areas of their growth are not interrupted by circumstances of crisis. Families can remain in the emergency program until they are able to secure permanent housing or matched with a longer-term housing program.



The CareCenter fulfills a critical need within the Orange County community, but there is still a great demand to assist families experiencing homelessness. According to the Family Solutions Collaborative, as of August 2022, there are 203 unsheltered families in Orange County. The experience of family homelessness is extremely complex and traumatizing, as it can lead to unhealthy and overcrowded living situations and potentially separate parents from their children. Families must pay for not just the expensive of living and eating, but also health and childcare. The burden of expenses has increased over the past few years due to economic inflation following the COVID-19 pandemic. Many stable families are just one emergency away from experiencing homelessness. Even adults with well-paying jobs have been priced out of their homes and are in need of services.

Many families who apply for housing services receive vouchers for low-rent apartments, affordable housing, and motel rooms. Even though there are plenty of vouchers being handed out, there are limited spaces available, and many cannot be welcomed to a place to stay. What our community needs more than anything are safe and dignified shelters for homeless families to not only call a temporary home, but for those places to connect them with case managers to help them into stable housing situations. The Family CareCenter is one of those crucial shelters that have changed lives and will continue to do so.

Thank you for this opportunity to share the work HomeAid is doing to end homelessness in Orange County. Your investment will make an immediate impact in our Orange County community. If you have any questions, please contact me at 949-301-9837 or by email at gina@homeaidoc.org.

With Sincere Gratitude,

A handwritten signature in black ink, reading "Gina Cunningham". The signature is fluid and cursive, with the first name "Gina" being more prominent.

Gina Cunningham
Executive Director