

MEMORANDUM OF UNDERSTANDING BETWEEN
THE HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO, THE SAN
FRANCISCO HOUSING AUTHORITY AND THE HOUSING AUTHORITY OF THE
COUNTY OF MARIN

This Memorandum of Understanding (“MOU”), dated **September ____**, 2018, among the Housing Authority of the County of San Mateo (“HACSM”), the Housing Authority of the City and County of San Francisco (“SFHA”), and the Housing Authority of the County of Marin (“Marin HA”) (each a “Party”, and collectively, the “Parties”) sets forth the respective responsibilities of each Party regarding payment of a fee to ICF Macro, Inc. to conduct a survey and prepare a corresponding report regarding recent housing rental pricing for the San Francisco HUD Metro FMR Area (as defined below) to submit to the federal Department of Housing and Urban Development (“HUD”). The goals of the report are to provide updated Fair Market Rent (“FMR”) levels for the County of San Mateo, the City and County of San Francisco, and the County of Marin, and simultaneously to increase the number of zip codes which qualify as Small Area Difficult Development Areas (SADDAs) in the three counties.

RECITALS

- A.** WHEREAS, the data that HUD will use to establish the 2019 FMRs is 2016 American Communities Survey (ACS) data trended forward based upon nationwide indexes; and
- B.** WHEREAS, in the San Francisco Bay Area, where job growth has greatly outpaced housing production in recent years, the proposed FMRs HUD will publish for comment on or around September 1, 2018 are likely to understate the true FMRs for the region, even with the indices HUD applies to control for appreciation; and
- C.** WHEREAS, for local jurisdictions that are willing to conduct their own housing rent studies, HUD will consider more recent data and make appropriate adjustments if a HUD-approved request to challenge the proposed FMR is submitted by October 1, 2018; and
- D.** WHEREAS, HACSM, SFHA and Marin HA are partnering together in anticipation of conducting a housing rent study of the San Francisco HUD Metro FMR Area (“HMFA”); and
- E.** WHEREAS, the survey would collect recent housing rental pricing for the tri-county HMFA to submit to HUD by its January 4, 2019 deadline in order to increase FMRs for the County of San Mateo, the City and County of San Francisco, and the County of Marin; and
- F.** WHEREAS, higher FMRs would likely also qualify more zip codes across the HMFA as SADDAs, making those zip codes eligible for the 30% basis boost for 4% Low

Income Housing Tax Credit projects awarded an allocation by the California Tax Credit Allocation Committee; and

G. WHEREAS, the Parties have selected ICF Macro, Inc. (“ICF”), a specialized data analysis consultant that has previously conducted similar studies for the Parties and other Bay Area counties, including Alameda and Contra Costa Counties with similar results, to conduct said rent study; and

H. WHEREAS, for simplicity and efficiency, the Parties have agreed that HACSM shall be the sole party contracting with ICF for the above-referenced services, pursuant to an Agreement between HACSM and ICF dated (the “Agreement”) with the total contract amount not exceeding One Hundred Twenty-Three Thousand Seven Hundred Eleven Dollars (\$123,711) (the “Contract Amount”); and

J. WHEREAS, the Parties decided that the relationship, roles and responsibilities of each Party regarding payment of the Contract Amount will be described in this Memorandum of Understanding (“MOU”).

NOW THEREFORE, the Parties agree to be bound by the following terms in this MOU:

1. Obligations of the Parties.

1.1 Pro-Rata Division of Payment. The Contract Amount will be split evenly for the first 2,000 Section 8 vouchers administered by each Party for the 2018 fiscal year, then calculated pro-rata based upon the remaining number of units. As a result of the Section 8 voucher counts for each Party, HACSM will pay \$32,057.01 (25.9%), SFHA will pay \$70,840.09 (57.3%), and Marin HA will pay \$20,813.90 (16.8%) of the Contract Amount.

1.2 Unspent Funds. In the event any portion of the Contract Amount is not spent or is refunded or otherwise returned to HACSM, said unspent funds will be split pro-rata among the Parties according to the percentages used in determining cost sharing of the Contract Amount in Section 1.1 above.

1.3 Fund Administration. HACSM agrees to accept funds from SFHA and Marin HA in the amounts set forth in Section 1.1 and then ensure that payment of the Contract Amount is made pursuant to the terms of the Agreement.

1.4 Transfer of Funds. Within 10 business days of the execution of this MOU, SFHA and Marin HA shall send checks or otherwise have the funds delivered in the amounts set forth in Section 1.1 addressed to “Housing Authority of the County of San Mateo” at c/o Raymond Hodges, Department of Housing, County of San Mateo, 264 Harbor Blvd., Bldg A, Belmont, CA 94002.

1.5 Work Product. Within three days of receipt from ICF, HACSM will provide copies of all ICF invoices and work products to SFHA and Marin HA, including all of the

deliverables and reports set forth in Exhibit A of the Agreement. Subsequent to data and report submission, HACSM will forward to ICF any questions received by Marin HA or SFHA from HUD. Should HUD request that any of the Parties provide additional datasets or information, HACSM will promptly communicate said request to ICF to ensure that ICF provides any deliverables required of ICF under the Agreement.

1.6 Payments to ICF. HACSM shall not pay ICF the final payment until both SFHA and Marin HA have provided written approval of ICF's drafts of the HUD-report and data files.

1.7 Recitals. The Parties acknowledge the truth of the Recitals set forth above which are hereby incorporated into this MOU.

2. Other Terms.

2.1 Modification of this MOU. This MOU may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by the Parties in the same manner as this MOU.

2.2 Choice of Law; Venue. The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Mateo County Superior Court.

2.3 Construction. All section headings are for reference only and shall not be considered in construing this MOU.

2.4 Entire Agreement. This MOU sets forth the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all other oral or written provisions with respect thereto. This MOU may be modified only as provided in Section 2.1, "Modification of this MOU."

2.5 Cooperative Drafting. This MOU has been drafted through a cooperative effort of all the Parties, and all the Parties have had an opportunity to have this MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.

2.6 Representation re Authority of Parties/Signatories. Each person signing this MOU represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this MOU. Each Party represents and warrants to the other that the execution and delivery of this MOU and the performance of such Party's obligations hereunder have been duly authorized and that this MOU is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

2.7 Severability. If any term, provision, or condition of this MOU is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this MOU shall

continue in full force and effect unless an essential purpose of this MOU is defeated by such invalidity or unenforceability.

2.8 No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties, any rights or remedies hereunder.

2.9 Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU effective as of the date first written above.

HACSM

The Housing Authority of the County of San Mateo

By: _____
Name: Ken Cole
Title: Director

Date: _____

SFHA

Housing Authority of the City and
County of San Francisco, a public body corporate and politic

By: _____
Name: Barbara T. Smith
Title: Acting Executive Director

Date: _____

MARIN HA

The Housing Authority of the County of Marin

By: _____
Name: Lewis Jordan
Title: Executive Director

Date: _____