AGENDA

Garden Grove Housing Authority



Tuesday, January 23, 2024

6:30 PM

Community Meeting Center 11300 Stanford Avenue Garden Grove California 92840 George S. Brietigam Chair Kim B. Nguyen-Penaloza Vice Chair **Carol Beckles** Commissioner Joe DoVinh Commissioner **Steve Jones** Commissioner Stephanie **Klopfenstein** Commissioner Tan Nguyen Commissioner John R. O'Neill Commissioner Cindy Tran Commissioner

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the City Council, should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: (714) 741-5040.

<u>Agenda Item Descriptions</u>: Are intended to give a brief, general description of the item. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

Documents/Writings: Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Council Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the City Council meeting agenda; and (3) at the Council Chamber at the time of the meeting.

Public Comments: Members of the public who attend the meeting in-person and would like to address the City Council are requested to complete a pink speaker card indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the City Clerk before the meeting begins. General comments are made during "Oral Communications" and should be limited to matters under consideration and/or what the City Council has jurisdiction over. Persons wishing to address the City Council regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

<u>Manner of Addressing the City Council</u>: After being called by the Mayor, you may approach the podium, it is requested that you state your name for the record, and proceed to address the City Council. All remarks and questions should be addressed to the City Council as a whole and not to individual Council Members or staff members. Any person making impertinent, slanderous, or profane

remarks or who becomes boisterous while addressing the City Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council any further during that meeting.

<u>Time Limitation</u>: When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the City Council's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

Open Session

6:30 PM

ROLL CALL: COMMISSIONER BECKLES, COMMISSIONER DOVINH, COMMISSIONER JONES, COMMISSIONER KLOPFENSTEIN, COMMISSIONER T. NGUYEN, COMMISSIONER O'NEILL, COMMISSIONER TRAN, VICE CHAIR K. NGUYEN-PENALOZA, CHAIR BRIETIGAM

- 1. ORAL COMMUNICATIONS
- 2. <u>REORGANIZATION</u>
 - 2.a. Selection of Chair and Vice Chair. (*Action Item*)

3. <u>CONSENTITEMS</u>

(Consent Items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Housing Authority Commissioner.)

- 3.a. Receive and file the Housing Authority Status Report for November 2023. (*Action Item*)
- 3.b. Receive and file the Housing Authority Status Report for December 2023. (*Action Item*)
- 3.c. Adoption of a Resolution to amend the Housing Authority Bylaws to accurately reflect the number of Commissioners and appointment of Tenant Commissioners. (*Action Item*)
- 3.d. The Housing Authority, acting in its capacity of Housing Successor, receive and file the Garden Grove Housing Authority Annual Report for Fiscal Year 2022-23. (*Joint Action Item with the City Council.*)
- 3.e. Approval of a Memorandum of Understanding with CalOptima Health, Orange County Housing Authority, Anaheim Housing Authority, and Santa Ana Housing Authority. (*Action Item*)
- 3.f. Receive and file the minutes from the meeting held on November 28, 2023.

(Action Item)

4. MATTERS FROM CHAIR, COMMISSIONERS AND DIRECTOR

5. <u>ADJOURNMENT</u>

The next Regular Housing Authority Meeting is scheduled for Tuesday, February 27, 2024, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Ursula Luna-Reynosa
Dept.:	Director	Dept.:	Economic Development and Housing
Subject:	Receive and file the Housing Authority Status Report for November 2023. (<i>Action</i> <i>Item</i>)	Date:	1/23/2024

OBJECTIVE

For the Housing Authority Commissioners to receive and file the November 2023 Housing Authority Status Report.

BACKGROUND

The Housing Choice Voucher Program assists low-income families, senior citizens, and handicapped persons in the payment of their monthly rent. Under this program, a qualified participant pays a portion of his/her adjusted household income for rent. The remainder of the rent is paid by the City's Housing Authority utilizing funds received from the Department of Housing and Urban Development (HUD). The units rented under the program are inspected on a biennial basis to ensure that they are decent, safe, sanitary, and have no code violations. Approximately 2,362 senior citizens, disabled persons, and families are funded by the Section 8 Rental Assistance Program.

In September of 2023, the Housing Authority was awarded with 9 new Housing Choice Vouchers, as authorized by the Consolidated Appropriation Act 2023. The new vouchers increased the total allocation of the Housing Authority Section 8 Voucher Program to 2,362.

In October of 2022, the Housing Authority was awarded with 16 new Housing Choice Vouchers, also known as Fair Share Vouchers, under the Consolidated Appropriations Act 2022. These vouchers increased the total authorized allocation of the Housing Authority Section 8 Voucher Program to 2353.

In May 2021, the Housing Authority was awarded with 117 Emergency Housing Vouchers (EHVs) and funding from HUD, as authorized by the American Rescue Plan Act of 2021. The EHVs are provided to help assist individuals and families who are (1) homeless, (2) at risk of homelessness, (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or

(4) recently homeless. The initial award amount is \$1,744,368 with the effective date July 1, 2021. To ensure that the EHVs assist families who are most in need, the Housing Authority will work with community partners to determine the best use and targeting for the vouchers along with other resources available in the community.

In November 2020, the Housing Authority was awarded with 75 new Mainstream vouchers and funding from HUD, as authorized by the Coronavirus Aid, Relief and Economic Security Act. The Mainstream vouchers are provided to help respond to coronavirus related housing needs in the community.

DISCUSSION

The following is a status report for the month of November 2023:

<u>Program Eligibility</u>: All participants of the Housing Choice Voucher Program must be income eligible. Applicants are ranked on the Waiting List by local preferences. When an applicant is next on the Waiting List, they have an Initial Qualifying (IQ) interview where their eligibility is verified. If they are eligible, they receive a program briefing and their voucher. The Authority replaces those families who terminate from the program as a part of normal turnover. Once on the program, they are re-certified for eligibility at least annually and their portion of the rent adjusted according to their income.

<u>INITIAL QUALIFICATION (IQ) INTERVIEWS</u>: Staff conducted 17 Initial Qualification interviews (IQ's) from the Waiting List and the following:

- (a) Emergency Housing Vouchers 0
- (b) Referred by a Garden Grove Homeless Shelter 0
- (c) Incoming Portability 2
- (d) Mainstream Vouchers 0
- (e) Project Based Vouchers 0

<u>Briefings and New Program Admissions</u>: Three (3) briefings were conducted this month, 18 vouchers were issued, and 11 families were admitted to the program.

<u>Re-certifications</u>: Staff conducted 179 re-examination interviews with participants to determine continued eligibility. Eighty-four (84) were interviewed who had interim changes in income, which necessitated an adjustment in their portion of the rent.

<u>Moves</u>: Staff met with 14 tenants currently on the program that were moving and were briefed on move procedures.

<u>Terminations</u>: There were 4 families who were terminated from the program during the month.

<u>FAMILY SELF-SUFFICIENCY PROGRAM (FSS)</u>: Assists families to become employed and no longer dependent on public assistance. The Family Self-Sufficiency Program enables Voucher participants to enter into contracts making

available support services such as education, training, and career development.

<u>Status of FSS participants this month</u>: There were no prospective FSS participants interviewed for the month of November 2023. There were no contracts signed and no contracts were terminated. There are a total of 411 families who have signed contracts for the FSS program. Thirty-four (34) contracts are active. Five (5) update meetings were held with FSS participants.

One hundred and forty-two (142) families have completed their FSS goals and 70 of these are self-sufficient and no longer need housing assistance. Eight (8) families have purchased houses. There are 18 escrow accounts. Fifteen (15) escrow accounts are active with monthly deposits.

The Authority has paid out a total of \$1,265,150 in escrow funds to tenants who have completed their contract obligations. Each graduate that successfully completes his or her family obligations on the contract after October 21, 1998, reduces the minimum program size. The original program size of 140 is now reduced to 3.

<u>UNIT INSPECTIONS</u>: All units that are leased under the Housing Choice Voucher program must pass an initial Housing Quality Standards (HQS) inspection before the Housing Assistance Payments contract is signed and must pass a biennial HQS inspection to continue to receive rental assistance payments. HQS inspections determine that the unit is decent, safe and sanitary, and has passed City building codes.

<u>New Leases</u>: There were 28 requests for new lease approvals with 14 units passing and 14 units failing.

<u>Annuals</u>: There were 86 annual inspections conducted this month. Thirty-five (35) units passed and 51 failed to meet Housing Quality Standards (HQS) and code requirements. The owners were requested to make the necessary repairs.

<u>Re-inspections</u>: There were 100 re-inspections conducted on units that failed their first inspection.

<u>Move-out</u>: There were no move-out inspections conducted.

<u>Specials</u>: There were no special inspections conducted.

<u>Quality Control</u>: There were 4 quality control inspections conducted this month. These inspections are required by HUD to ensure that field staff is in compliance with inspection requirements and are conducted by supervisory staff.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the Housing Authority Commissioners:

• Receive and file the 2023 November Housing Authority Status Report.

ATTACHMENTS:

Description

Housing Authority Status 1/5/2024 Report - November 2023

Upload Date

Туре

Backup Material

File Name

Housing_Authority_Status_Report_-_November_2023.pdf

GARDEN GROVE HOUSING AUTHORITY "STATISTICAL REPORT" November 2023

I.	LEASED FAMILIES		NUMBER		FAMILIES			
	Total Participating Families:		2741		100%			
	Elderly:		1764		64%			
	Disabled:		822		30%			
	Female Head of Household:		1561		57%			
	Employed:		1018		37%			
			·					
II.	UNITS UNDER LEASE		<u>UNITS</u> LEASED	TOTAL UNITS ALLOCATED	<u>% LEASED</u>	<u>PORT IN</u> ADMINISTERED		
	HCV		2235	2362	94%	326		
	EHV		108	117	92%	• • • • • • • • • • • • • • • • • • •		
	Mainstream		69	75	92%			
III.	<u>CURRENT PAYMENT</u> <u>STANDARD</u>		1-BEDROOM	2-BEDROOM	<u>3-BEDROOM</u>	<u>4+BEDROOM</u>		
			\$2,113	\$2,539	\$3,448	\$4,032		
			<u> </u>					
IV.	RENTS AND INCOME		VOUCHERS					
	Average HAP Payment:		\$1,446					
	Average Tenant Rent:		\$479					
	Average Contract Rent:		\$1,977					
	Average Annual Income: Hard to House:		\$22,818					
	naru to nouse:							
v.	<u>TOTAL NUMBER OF UNITS</u> LEASED BY BEDROOM SIZE		<u>1-BEDROOM</u>	2-BEDROOM	<u>3-BEDROOM</u>	4+BEDROOM	<u>MOBILE</u> <u>HOME</u>	TOTAL
			1790	735	170	27	19	2741
						······		
VI.	<u>NEW ADMISSION BY</u> <u>UNIT SIZE</u>	0-BEDROOM	1-BEDROOM	2-BEDROOM	<u>3-BEDROOM</u>	4+BEDROOM	<u>MOBILE</u> <u>HOME</u>	TOTAL
		00	6	5	0	0	0	11

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Ursula Luna-Reynosa
Dept.:	Director	Dept.:	Economic Development and Housing
Subject:	Receive and file the Housing Authority Status Report for December 2023. (<i>Action</i> <i>Item</i>)	Date:	1/23/2024

OBJECTIVE

For the Housing Authority Commissioners to receive and file the December 2023 Housing Authority Status Report.

BACKGROUND

The Housing Choice Voucher Program assists low-income families, senior citizens, and handicapped persons in the payment of their monthly rent. Under this program, a qualified participant pays a portion of his/her adjusted household income for rent. The remainder of the rent is paid by the City's Housing Authority utilizing funds received from the Department of Housing and Urban Development (HUD). The units rented under the program are inspected on a biennial basis to ensure that they are decent, safe, sanitary, and have no code violations. Approximately 2,362 senior citizens, disabled persons, and families are funded by the Section 8 Rental Assistance Program.

In September of 2023, the Housing Authority was awarded with 9 new Housing Choice Vouchers, as authorized by the Consolidated Appropriation Act 2023. The new vouchers increased the total allocation of the Housing Authority Section 8 Voucher Program to 2,362.

In October of 2022, the Housing Authority was awarded with 16 new Housing Choice Vouchers, also known as Fair Share Vouchers, under the Consolidated Appropriations Act 2022. These vouchers increased the total authorized allocation of the Housing Authority Section 8 Voucher Program to 2353.

In May 2021, the Housing Authority was awarded with 117 Emergency Housing Vouchers (EHVs) and funding from HUD, as authorized by the American Rescue Plan Act of 2021. The EHVs are provided to help assist individuals and families who are (1) homeless, (2) at risk of homelessness, (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or

(4) recently homeless. The initial award amount is \$1,744,368 with the effective date July 1, 2021. To ensure that the EHVs assist families who are most in need, the Housing Authority will work with community partners to determine the best use and targeting for the vouchers along with other resources available in the community.

In November 2020, the Housing Authority was awarded with 75 new Mainstream vouchers and funding from HUD, as authorized by the Coronavirus Aid, Relief and Economic Security Act. The Mainstream vouchers are provided to help respond to coronavirus related housing needs in the community.

DISCUSSION

The following is a status report for the month of December 2023:

<u>Program Eligibility</u>: All participants of the Housing Choice Voucher Program must be income eligible. Applicants are ranked on the Waiting List by local preferences. When an applicant is next on the Waiting List, they have an Initial Qualifying (IQ) interview where their eligibility is verified. If they are eligible, they receive a program briefing and their voucher. The Authority replaces those families who terminate from the program as a part of normal turnover. Once on the program, they are re-certified for eligibility at least annually and their portion of the rent adjusted according to their income.

<u>INITIAL QUALIFICATION (IQ) INTERVIEWS</u>: Staff conducted 11 Initial Qualification interviews (IQ's) from the Waiting List and the following:

- (a) Emergency Housing Vouchers 0
- (b) Referred by a Garden Grove Homeless Shelter 1
- (c) Incoming Portability 2
- (d) Mainstream Vouchers 0
- (e) Project Based Vouchers 1

<u>Briefings and New Program Admissions</u>: Three (4) briefings were conducted this month, 15 vouchers were issued, and 15 families were admitted to the program.

<u>Re-certifications</u>: Staff conducted 214 re-examination interviews with participants to determine continued eligibility. Seventy-one (71) were interviewed who had interim changes in income, which necessitated an adjustment in their portion of the rent.

<u>Moves</u>: Staff met with 15 tenants currently on the program that were moving and were briefed on move procedures.

<u>Terminations</u>: There were 5 families who were terminated from the program during the month.

<u>FAMILY SELF-SUFFICIENCY PROGRAM (FSS)</u>: Assists families to become employed and no longer dependent on public assistance. The Family Self-Sufficiency Program enables Voucher participants to enter into contracts making

available support services such as education, training, and career development.

<u>Status of FSS participants this month</u>: There were no prospective FSS participants interviewed for the month of November 2023. There were no contracts signed and no contracts were terminated. There are a total of 411 families who have signed contracts for the FSS program. Thirty-four (34) contracts are active. Six (6) update meetings were held with FSS participants.

One hundred and forty-two (142) families have completed their FSS goals and 70 of these are self-sufficient and no longer need housing assistance. Eight (8) families have purchased houses. There are 19 escrow accounts. Fourteen (14) escrow accounts are active with monthly deposits.

The Authority has paid out a total of \$1,265,150 in escrow funds to tenants who have completed their contract obligations. Each graduate that successfully completes his or her family obligations on the contract after October 21, 1998, reduces the minimum program size. The original program size of 140 is now reduced to 3.

<u>UNIT INSPECTIONS</u>: All units that are leased under the Housing Choice Voucher program must pass an initial Housing Quality Standards (HQS) inspection before the Housing Assistance Payments contract is signed and must pass a biennial HQS inspection to continue to receive rental assistance payments. HQS inspections determine that the unit is decent, safe and sanitary, and has passed City building codes.

<u>New Leases</u>: There were 34 requests for new lease approvals with 22 units passing and 12 units failing.

<u>Annuals</u>: There were 123 annual inspections conducted this month. Fifty-one (51) units passed and 72 failed to meet Housing Quality Standards (HQS) and code requirements. The owners were requested to make the necessary repairs.

<u>Re-inspections</u>: There were 81 re-inspections conducted on units that failed their first inspection.

<u>Move-out</u>: There were no move-out inspections conducted.

<u>Specials</u>: There were no special inspections conducted.

<u>Quality Control</u>: There were 0 quality control inspections conducted this month. These inspections are required by HUD to ensure that field staff is in compliance with inspection requirements and are conducted by supervisory staff.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the Housing Authority Commissioners:

• Receive and file the 2023 December Housing Authority Status Report.

ATTACHMENTS:

Description

Housing Authority Status Report - December 2023 1/11/2024

Upload Date

Type Cover Memo File Name

Statistical_Report__-_December_2023.xlsx

GARDEN GROVE HOUSING AUTHORITY "<u>STATISTICAL REPORT</u>" Deember 2023

I.	LEASED FAMILIES		<u>NUMBER</u>		FAMILIES			
	Total Participating Families:		2744		100%			
	Elderly:		1769		64%			
	Disabled:		822		30%			
	Female Head of Household:		1559		57%			
	Employed:		1022		37%			
п.	UNITS UNDER LEASE		<u>UNITS</u> LEASED	<u>TOTAL UNITS</u> <u>ALLOCATED</u>	<u>% LEASED</u>	<u>PORT IN</u> ADMINISTERED		
	HCV		2241	2362	95%	324		
	EHV		105	117	90%			
	Mainstream		69	75	92%			
III.	CURRENT PAYMENT STANDARD		<u>1-BEDROOM</u>	<u>2-BEDROOM</u>	<u>3-BEDROOM</u>	4+BEDROOM		
			\$2,113	\$2,539	\$3,448	\$4,032		
IV. V.	RENTS AND INCOME Average HAP Payment: Average Tenant Rent: Average Contract Rent: Average Annual Income: Hard to House: TOTAL NUMBER OF UNITS LEASED BY BEDROOM SIZE		VOUCHERS \$1,446 \$479 \$1,977 \$22,818 11 1-BEDROOM	2-BEDROOM	<u>3-BEDROOM</u>	<u>4+BEDROOM</u>	<u>MOBILE</u> HOME	<u>TOTAL</u>
	LEASED BY BEDROOM SIZE							
			1792	737	170	26	19	2744
VI.	<u>NEW ADMISSION BY</u> <u>UNIT SIZE</u>	<u>0-BEDROOM</u>	<u>1-BEDROOM</u>	<u>2-BEDROOM</u>	<u>3-BEDROOM</u>	<u>4+BEDROOM</u>	<u>MOBILE</u> <u>HOME</u>	<u>TOTAL</u>
		0	10	1	4	0	0	15

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Teresa Pomeroy
Dept.:	Director	Dept.:	Secretary
Subject:	Adoption of a Resolution to amend the Housing Authority Bylaws to accurately reflect the number of Commissioners and appointment of Tenant Commissioners. (<i>Action</i> <i>Item</i>)	Date:	1/23/2024

OBJECTIVE

For the Housing Authority to adopt a Resolution adopting revised Housing Authority Bylaws to accurately reflect the number of elected officials who are serving as commissioners and the appointment of tenant commissioners to confirm with the regular appointment to City commissions.

BACKGROUND

With City Districts in place, there is a need to amend the Housing Authority Bylaws to accurately reflect the number of elected officials who serve as Housing Authority Commissioners. The appointment of tenant commissioners are also being updated to conform with the provisions of the Municipal Code regarding the appointment by the City Council to City Boards and Commissions.

DISCUSSION

The attached Resolution adopts amended Bylaws for the Housing Authority to reflect that the number of seated Commissioners includes all elected officials, and two Section 8 tenants for a total of nine Commissioners. Currently, the Bylaws provide that there are five elected Council members and two Tenant Commissioners.

The amended Bylaws increase the total number of Commissioners to nine and describes the term and appointment of the Tenant Commissioners to be the same as for the other City's Boards and Commissions. The Municipal Code stipulates that City commissioners are appointment by the Mayor with the consent of the City Council for a term of two years at the first meeting after the City Council municipal elections.

FINANCIAL IMPACT

There is no financial impact by this action.

RECOMMENDATION

It is recommended that the Housing Authority:

• Adopt the Resolution adopting the revised Bylaws to accurately reflect the number of Commissioners and appointment of the Tenant Commissioners.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Resolution	1/18/2024	Resolution	HA_RESOLUTION_ADOPTING_REVISED_BYLAWS.pdf
Exhibit 1 - Revised Housing Authority Bylaws	1/18/2024	Exhibit	1-2024_revised_draft_Bylaws _Housing_Authority_rev.pdf

GARDEN GROVE HOUSING AUTHORITY

RESOLUTION NO.

A RESOLUTION OF THE GARDEN GROVE HOUSING AUTHORITY ADOPTING REVISED BYLAWS TO UPDATE THE NUMBER OF COMMISSIONERS AND THE PROVISIONS FOR THE APPOINTMENT OF TENANT COMMISSIONERS

WHEREAS, by the authority provided by the Housing Authorities Law of the State of California, the Garden Grove Housing Authority has been created; and

WHEREAS, the Housing Authority adopted bylaws in 1975, which state the number of commissioners; and

WHEREAS, the Housing Authority desires to accurately reflect the number of Commissioners to include the Mayor and Council Members and two Section 8 tenants for a total number of nine; and

WHEREAS, the provisions for appointment of tenant commissioners is being amended to conform with the regular appointment of City commissioners as provided for in the Garden Grove Municipal Code.

NOW, THEREFORE BE IT RESOLVED, that the bylaws of the Housing Authority adopted February 27, 2007, by Resolution No. 156, are hereby amended as provide in Exhibit 1, attached hereto and made a part hereof.

GARDEN GROVE HOUSING AUTHORITY

BYLAWS

ARTICLE I – THE HOUSING AUTHORITY

SECTION 1: <u>Name of Housing Authority</u>. The name of the Housing Authority of the City of Garden Grove shall be "GARDEN GROVE HOUSING AUTHORITY," pursuant to City Resolution No. 4812-75.

SECTION 2: <u>Housing Authority Commissioners</u>. The Housing Authority shall consist of <u>seven_nine</u> Commissioners. The <u>Mayor and</u> City Council shall serve as <u>five_seven_</u>Commissioners of the Housing Authority, and shall appoint as Commissioners two tenants of the Housing Authority; provided, that the Housing Authority has tenants. One such Tenant Commissioner shall be over the age of sixty-two years; provided, that the Housing Authority has tenants of such age. Said appointments of Tenant Commissioners shall be made <u>every two years at the annual meeting in</u> <u>January in even number years or when a vacancy occursat the first meeting</u> of the City Council following each regular municipal election of the City <u>Council.in December, and at the annual meeting in odd-numbered years</u> thereafter, and the term of each tenant commissioner shall be two years from the date of appointment.

SECTION 3: <u>Seal of the Housing Authority</u>. The Seal of the Housing Authority shall bear the name of the Housing Authority and the year of its organization.

SECTION 4: <u>Office of Housing Authority</u>. The principal business office of the Housing Authority shall be at Garden Grove City Hall, 11222 Acacia Parkway, Garden Grove, California, 92840.

ARTICLE II - OFFICERS OF THE HOUSING AUTHORITY

SECTION 1: <u>Officers</u>. The Officers of the Housing Authority shall be a Chair, Vice Chair, Secretary, Director, Assistant Director, Finance Officer, and Legal Counsel.

SECTION 2: <u>Chair and Vice Chair</u>. The Chair and the Vice Chair shall be from among the Housing Authority Commissioners and shall be elected each year at the annual meeting of the Housing Authority; and their term of office shall commence with the election, taking office immediately thereafter. Should either the office of the Chair or Vice Chair become vacant, the Housing Authority Commissioners at the next regular meeting shall elect a successor for the unexpired term of that office.

The duties of the Chair shall be to preside at Housing Authority meetings and perform such other duties as are appropriate.

The Vice Chair, in the absence of the Chair, shall perform the duties of the Chair.

SECTION 3: <u>Secretary</u>. The Secretary need not be a Housing Authority Commissioner <u>and shall be the City Clerk of the City of Garden</u> <u>Grove. and shall be appointed or removed by motion or Resolution of the</u> <u>Housing Authority Commissioners.</u>

The Secretary shall attend the meetings of the Housing Authority, and shall keep and maintain records of the Housing Authority meetings. The Secretary shall keep in safe custody the Seal of the Housing Authority and shall be authorized to affix the Seal when appropriate to documents and instruments to be executed for the Housing Authority by vote of the members. In the absence of the Secretary, the Chair may designate an acting Secretary to temporarily fill the position of the Secretary.

SECTION 4: <u>Director and Assistant Director</u>. The Director of the Housing Authority shall be the City Manager of the City of Garden Grove, and shall serve for an indefinite term concurrent with his service to the City of

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Garden Grove as City Manager. The Director shall have general supervision over the administration of Housing Authority business affairs and personnel, subject to the direction of the Housing Authority. In the absence of the City Manager, the Acting City Manager shall serve as Director.

SECTION 5: <u>Finance Officer</u>. The Finance Officer of the Housing Authority shall be the Finance Director of the City of Garden Grove and shall serve for an indefinite term concurrent with his service to the City of Garden Grove as Finance Director.

The Finance Officer shall supervise the fiscal affairs of the Housing Authority and shall also supervise the care and custody of all monies of the Housing Authority. The Finance Officer shall cause adequate, correct, and regular accounts of the properties, monies, and transactions of the Housing Authority to be kept and maintained. He shall sign all orders and checks for the payment of money and shall payout and disburse such monies under the direction of the Housing Authority. He shall keep regular books of accounts showing receipts and expenditures and shall render periodically to the Housing Authority, but at least annually, an account of his transactions and also of the financial condition of the Housing Authority. He shall give such bond for the faithful performance of his duties as the Housing Authority may determine.

The Finance Officer shall also perform all other duties incidental to the office of Finance Officer.

SECTION 6: <u>Legal Counsel</u>. The Legal Counsel of the Housing Authority shall be the City Attorney of the City of Garden Grove and shall serve for an indefinite term concurrent with his service to the City of Garden Grove as City Attorney.

The Legal Counsel shall act as the legal advisor to the Housing Authority Commissioners, officer, and employees in all legal matters pertaining to the functions of the Housing Authority. The Housing Authority Commissioners may appoint or authorize additional legal counsel from time to time.

-3-

SECTION 7: <u>Compensation</u>. Housing Authority Commissioners shall receive \$50.00 per day for attending Housing Authority meetings, which may include traveling and subsistence expenses in the discharge of duties as Commissioner. No Commissioner shall be paid for attending more than four (4) meetings monthly.

SECTION 8: <u>Additional Duties</u>. The Officers of the Housing Authority shall perform such other duties and functions as may from time to time be required by the Housing Authority or the bylaws and regulations of the Housing Authority.

SECTION 9: <u>Election or Appointment</u>. The first Chair and Vice Chair shall be elected at the first organizational meeting and shall hold office until the first annual meeting of the Housing Authority except as otherwise provided for herein.

ARTICLE III - EMPLOYEES, AGENTS, AND CONSULTANTS

SECTION 1: <u>Administration</u>. The City Manager shall be the Director of the Housing Authority pursuant to Section 4, Article II of these bylaws and City Council Resolution No. 4813-75. The Director is charged with the administration, management, and general supervision of the business and affairs of the Housing Authority. Services to be rendered to the Housing Authority are to be supplied by city employees pursuant to City Council Resolution No. 4813-75.

The Housing Authority members may from time to time establish such positions and select and appoint such agents and consultants, permanent and temporary, as it may require and determine their qualifications, duties, and compensation. The Director is authorized to appoint other employees in positions established by the Housing Authority.

SECTION 2: <u>Compensation</u>. The Housing Authority Commissioners may by Resolution fix and determine the compensation of all Housing Authority Commissioners, officers, employees, agents, and consultants.

ARTICLE IV - AUTHORITY TO BIND AGENCY, CONTRACT, PAYMENTS

SECTION 1: <u>Housing Authority</u>. No commissioner, officer, agent, or employee of the Housing Authority, without prior authority by a 4/7 vote of the Housing Authority Commissioners unless otherwise provided by law or Ordinance, shall have power or authority to bind the Housing Authority by any contract, to pledge it credits, or to render it liable for any purpose in any amount.

SECTION 2: <u>Chair and Vice Chair</u>. The Chair or the Vice Chair of the Housing Authority shall execute on behalf of the Housing Authority all contracts, deeds, and other documents and instruments as authorized by the Housing Authority Commissioners. Nothing herein contained shall prohibit or be construed to prohibit the Housing Authority Commissioners from authorizing any officer or employee of the Housing Authority to so execute such instruments and documents.

ARTICLE V - MEETINGS

SECTION 1: <u>Annual Meeting</u>. The annual meeting of the Housing Authority shall be held on the fourth Tuesday of December January of each year at the regular time in the regular meeting place of the Housing Authority. Said annual meeting may, from time to time, be changed by Resolution of the Housing Authority. <u>In the event such date shall fall on a</u> legal holiday, the annual meeting shall be held on the next succeeding secular day.

SECTION 2: <u>Regular Meetings</u>. Regular meetings shall be held on the fourth Tuesday of each month at the hour of 6:30 p.m. in the <u>Council</u> <u>Chamber of the</u> Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, commencing with the meeting of March 27, 2007. In the event a day of regular meeting shall be a legal holiday as provided by Ordinance of the City Council of Garden Grove, said meeting shall be held on the next succeeding secular day. If by reason of fire, flood, or other emergency, it shall be unsafe to meet at the location designated by Resolution, the meeting may be held for the duration of the emergency at such place as is designated by the Chair or by three Housing Authority Commissioners.

SECTION 3: <u>Special Meetings</u>. A special meeting may be called at any time by the Chair or upon written request of three of the Housing Authority Commissioners by delivering, personally or by mail, written notice to each Commissioner and to each person or entity entitled by law to receive such notices. Such notice must be delivered personally or by mail at least 24 hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. The Housing Authority Commissioners shall consider no other business at such meetings. Such written notice may be

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dispensed with as to any Commissioner who is actually present at the time the meeting convenes.

SECTION 4: <u>Executive Sessions</u>. Nothing contained in these bylaws shall be construed to prevent the Housing Authority Commissioners from holding executive sessions during a Regular or Special meeting concerning any matter permitted by law to be considered in an executive session.

SECTION 5: <u>Public Hearings</u>. All Public Hearings held by the Housing Authority Commissioners shall be held during Regular or Special meetings of the Housing Authority.

SECTION 6: <u>Adjourned Meetings</u>. Any Regular or Adjourned Regular meeting may be adjourned to a time, place, and date specified in the motion for adjournment but not beyond the next Regular meeting. If no time is stated in the motion for adjournment, it shall be the same time as for Regular meetings. Once adjourned, the meeting may not be reconvened. An Adjourned Regular meeting is a Regular meeting for all purposes.

SECTION 7: <u>Meetings Open to Public</u>. All meetings of the Housing Authority shall be open to the public. All persons shall be permitted to attend any such meetings except as otherwise permitted by law.

SECTION 8: <u>Quorum</u>. A majority of the Commissioners of the Housing Authority shall constitute a quorum for the purpose of conducting its business, exercising its powers, and for all other purposes. A smaller number of Housing Authority Commissioners may adjourn a meeting from time to time until a quorum is present.

SECTION 9: <u>Agenda – Order of Business</u>. An agenda for each Regular meeting shall be prepared by the Director or his designee and shall contain the specific items of business to be transacted and the order thereof.

Additional items may be considered and acted on at other than Special meetings.

The Housing Authority may establish from time to time the general order of business at Authority meetings.

All Resolutions shall be placed on a written form and kept with the journal of the Housing Authority or with the minutes of the meeting at which the Resolution was adopted.

SECTION 10: <u>Manner of Voting</u>. The voting on Resolutions, matters to any federal, state, county, or city agency and all such other matters as may be requested by a majority of the Housing Authority Commissioners shall be by use of the electric voting board or such other method as the Housing Authority shall from time to time determine by Resolution. The minutes shall have entered therein the vote of the Housing Authority Commissioners present as well as a notation as to those Commissioners absent. Nothing provided herein shall prevent the election of Housing Authority Chair or Vice Chair by ballot where the Housing Authority Commissioners so desire.

SECTION 11: <u>Debate – Decorum – Motions</u>. All matters concerning debate, decorum, and motions may follow, where not otherwise provided for herein, the procedure established by the City Council of Garden Grove for the conducting of their City Council proceedings, a copy of which is on file in the Office of the Garden Grove City Clerk.

ARTICLE VI – POLICY CONCERNING DISCRIMINATION

SECTION 1: <u>Discrimination Prohibited</u>. It is hereby declared to be the policy of the Housing Authority that, in undertaking activities, actions or projects under the Housing Authorities Law of the State of California and amendments thereto, there shall be no discrimination because of race, color, religion, sex, national origin, or ancestry.

ARTICLE VII – AMENDMENT OF THE BYLAWS

SECTION 1: <u>Amendments</u>. The bylaws shall be amended only with the approval of at least a majority of the Housing Authority Commissioners at a Housing Authority meeting, but no amendment shall be adopted unless at least four days written notice of the general nature thereof has been sent previously to all Housing Authority Commissioners.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Ursula Luna-Reynosa
Dept.:	City Manager/Director	Dept.:	Economic Development and Housing
Subject:	The Housing Authority, acting in its capacity of Housing Successor, receive and file the Garden Grove Housing Authority Annual Report for Fiscal Year 2022-23. (Joint Action Item with the City Council.)	Date:	1/23/2024

<u>OBJECTIVE</u>

To provide the City Council and Housing Authority, acting in its capacity of Housing Successor, the Housing Authority Report for Fiscal Year 2022-2023.

BACKGROUND

In 2012, upon the dissolution of redevelopment agencies, the Garden Grove Housing Authority assumed the housing assets and functions of the former Garden Grove Agency for Community Development ("Former Agency"). As a result, the Housing Authority as Housing Successor ("Housing Successor") is responsible for housing monitoring, administration, and certain housing production requirements. In 2014, the Governor signed into law SB 341 requiring Housing Successors to conduct an annual report of their housing activities associated with their assumed assets and functions of the Former Agency.

DISCUSSION

The attached report includes all of the sections required by the statute. Additionally, the report was provided via email on December 20, 2023 thereby satisfying the requirement that the information be provided to the City Council and Housing Authority, acting in its capacity of Housing Successor, prior to December 31, 2023.

A detailed description of the Housing Successor activities undertaken during FY 22-23, as well as the state of the Low and Moderate Income Housing Asset Fund (LMIHAF) are detailed in the attached report, with a brief summary provided below:

• Receipt of \$1,000,000.00 into the LMIHAF in repayment of Former Agency loans.

- Total deposits into the LMIHAF of \$1,240,775.25, which includes \$1,000,000.00 in Educational Revenue Augmentation Fund (ERAF) and Supplemental Educational Revenue Augmentation Fund (SERAF) repayments, \$133,830.67 in accrued interest, and \$106,944.58 in miscellaneous revenue, bringing the total ending balance of the LMIHAF to \$6,081,842.33.
- Total expenditures and encumbrances from the LMIHAF of \$10,538,348.19, which include \$84,196.12 for monitoring and administration; \$81,152.07 to provide rapid rehousing and homelessness prevention services; \$3,000,000 for land acquisition for the development of affordable housing; \$5,550,000 encumbrance for land acquisition for the development of affordable housing; and \$1,823,000 encumbrance for rehabilitation and reset of affordable housing units.
- Total statutory value of housing assets owned by the Housing Successor of \$13,749,413.22, which includes \$2,066,624.53 in real property and \$11,682,788.69 in loans and grants receivable.

As part of the annual reporting process, the Housing Successor must perform three tests to ensure compliance with the statue. These tests include the Extremely Low Income Test, the Senior Housing Test, and the Excess Surplus Test.

Extremely Low Income Test

The Housing Successor is required to expend at least 30% of funds in the LMIHAF on the development of rental housing affordable to and occupied by households earning 30% or less of the Area Median Income (AMI). The Extremely Low Income Test calculates all expenditures on the development of housing over a five (5) year period (2020-2025) to ensure at least 30% of said funds were expended on units for households at or below 30% AMI. The Housing Authority's expenditures and monies encumbered as Housing Successor, sourced from LMIHAF for development of housing will meet the required income categories and thresholds during the 5-year period. During FY 2022-23, the Housing Authority as Housing Successor entered into a Purchase and Sale Agreement to acquire the Civic Center parcel for future development of affordable housing (\$8,550,000). Additionally, the Housing Authority approved a preliminary Award Letter encumbering \$1,823,000 of LMIHAF to rehabilitate and reset affordable housing covenants for the Orchard Grove Project.

Senior Housing Test

The Housing Successor is limited in the number of rental units it develops for occupancy by senior citizens. This test requires the Housing Successor to compare the total number of housing units assisted by the City, Housing Successor, and/or Former Agency to the number of housing units assisted by the same entities for occupancy by senior citizens over the prior 10-year period. The percentage of housing units for senior may not exceed 50% of the total number of assisted units.

Between July 1, 2013 and June 30, 2023, the City, Housing Successor, and Former Agency assisted a total of 133 housing units, with 16 of those developed for occupancy by senior citizens. The Housing Successor's percentage of senior housing over the past 10 years is 12%, which falls below the 50% threshold.

Excess Surplus Test

An "excess surplus" is defined as an unencumbered amount of funds in the LMIHAF that exceeds the greater of \$1,000,000 or the aggregate amount deposited into the

whichever is greater. The ending balance of the LMIHAF is \$6,081,842, and there is no surplus of funds exceeding the designated threshold.

Inventory of Homeownership Units

The Former Agency assisted 55 Garden Grove homeowners with down payment assistance loans. Of the 55 original loans, the Former Agency has lost a total of 35 housing units due to loans being repaid and affordability covenants expiring. The Housing Successor has received a total of \$323,087.50 in loan repayments since February 1, 2012, with \$98,600.45 being repaid during FY 22-23.

Housing Choice Voucher Program

The Garden Grove Housing Authority provides rental assistance to up to 2554 families per month, with 2362 Section 8 Housing Choice Vouchers (aka Section 8), 117 Emergency Vouchers and 75 Mainstream Vouchers. The lease-up rate by month for FY 2022-23 was as follows:

	# OF UNIT LEASED					
MONTH	HCV	EHV	MAINSTREAM			
Jul-22	2236	64	49			
Aug-22	2236	75	52			
Sep-22	2232	80	53			
Oct-22	2240	83	54			
Nov-22	2228	87	54			
Dec-22	2222	90	56			
Jan-23	2224	91	56			
Feb-23	2224	93	58			
Mar-23	2219	99	59			
Apr-23	2222	101	59			
May-23	2230	100	62			
Jun-23	2240	103	62			

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council and Housing Authority, acting in its capacity of Housing Successor, receive and file the Housing Authority Annual Report for Fiscal Year 2022-2023.

By: Monica Covarrubias, Sr. Project Manager

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GARDEN GROVE HOUSING AUTHORITY ANNUAL REPORT AS HOUSING AUTHORITY AND AS HOUSING SUCCESSOR FOR FISCAL YEAR 2022-2023 UNDER CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 34176.1 AND 34328

This Annual Report of the Garden Grove Housing Authority (Housing Authority) is prepared under the California Health and Safety Code (HSC)¹, Division 24, Parts 1.8 and 1.85 (Dissolution Law), in particular Section 34176.1 as the housing successor, and under the California Housing Authorities Law, HSC Section 34200, et seq. (HAL), in particular Section 34328 as a housing authority (together, Report). The Dissolution Law and HAL respectively require preparation of an annual report on the housing successor and the housing authority's activities for the prior fiscal year. This Report details the Housing Authority's activities during Fiscal Year (FY) 2022-2023 and is intended to satisfy the requirements under both HSC Sections 34176.1 and 34328. More specifically, this Report details the Housing Authority's activities for FY 2022-2023, including the information required about the Low and Moderate Income Housing Asset Fund (LMIHAF) and other information under Section 34176.1(f). A copy of the Report, in this draft form, has been provided to the City Council, as governing body, and to the Housing Authority by December 31, 2022 under Section 34176.1(f), and upon their joint review and action to file the Report after the CAFR (defined below) is anticipated to be completed at the open meeting January 2023, this Report will be posted on the City's website at https://ggcity.org/ and thereafter appended to the City's annual update report prepared under Section 65400 of the Government Code.

This Report includes information prepared by City staff on behalf of the Housing Authority and data from the independent financial audit of the LMIHAF Financial Report for FY 2022-2023 that is a part of the City of Garden Grove's (City) Comprehensive Annual Financial Report (CAFR) prepared by Davis Farr LLP, which audit is separate from this Report and attached as Exhibit B hereto; further, this Report conforms with and is organized into sections I. through XIV., inclusive, under HSC Section 34176.1(f) of the Dissolution Law and Section 34328 of the HAL.

- I. Amounts Received and Deposited Under 34191.4(b)(3)(A). This section provides the total amount of funds paid to the City and the amount deposited into the LMIHAF allocable to 20% of the repayments on the reinstated City/Agency loan(s), if any, per Section 34191.4.
- **II. Amount Deposited into LMIHAF**. This section provides the total amount of funds deposited into the LMIHAF in FY 22-23 and itemized by amounts deposited in FY 22-23 for items listed on Recognized Obligation Payment Schedule (ROPS), amounts allocable to Section 34191.4 deposits, and other amounts deposited into the LMIHAF.
- **III.** Ending Balance of LMIHAF. This section provides a statement of the balance in the LMIHAF as of the close of FY 22-23. Any amounts deposited for items listed on the ROPS, and amounts allocable to Section 34191.4 deposits, must be distinguished from the other amounts deposited.
- IV. Description of Expenditures and Encumbrances from LMIHAF. This section provides a description of expenditures made and encumbrances committed from the LMIHAF during FY 2022-23. The expenditures/encumbrances are to be categorized, as and if applicable, among (A) administration for monitoring, preserving covenanted housing units, (B) homeless prevention and rapid rehousing services and (C) development of housing.

¹ In this Report, all statutory references are to the Health and Safety Code unless otherwise stated.

- V. Statutory Value of Assets Owned by Housing Successor. This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.
- VI. Description of Transfers. This section describes transfers, if any, to another housing successor made in previous fiscal year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.
- VII. **Project Descriptions**. This section describes any project for which the Housing Successor receives or holds property tax revenue under the ROPS and the status of that project.
- VIII. Status of Compliance with Section 33334.16. As and if applicable, this section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, provide a status update on the project.
- IX. Description of Outstanding Obligations under Section 33413. This section describes outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012, along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency and how the Housing Successor's plans to meet unmet obligations, if any.
- X. Income Test. This section presents the information required by subparagraph (B) of paragraph (3) of subdivision (a) of Section 34176.1. In clarification, Section 34176.1(a)(3)(A)(B) and (D) describe and define certain thresholds by income category as to expenditures for development sourced from the LMIHAF. This section of the Report describes expenditures by the Housing Authority, as housing successor, for development that were sourced from the LMIHAF during FY 2022-2023 and in the context of the second five-year reporting period.
- XI. Senior Housing Test. This section provides the percentage of deed-restricted rental housing units restricted to seniors and assisted individually or jointly by the Housing Successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former redevelopment agency and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former redevelopment agency and its host jurisdiction within the same 10-year time period.
- XII. Excess Surplus Test: This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.
- XIII. Inventory of Homeownership Units: This section provides a summary of covenanted homeownership units assisted by the former redevelopment agency or the housing successor that include equity sharing and repayment provisions, including: (A) number of units; (B) number of units lost to the portfolio in the last fiscal year and the reason for those losses, and (C) any funds returned to the housing successor due to losses or repayments.

XIV. Additional Information: Housing Authority's Activities for the Preceding Year FY 22-23 under HSC Section 34328.

This Report and the former Garden Grove Agency for Community Development's (Former Agency) pre-dissolution Implementation Plans are to be made available to the public on the City's website: <u>https://ggcity.org/econdev/redevelopment-agency-dissolution</u>.

I. AMOUNT RECEIVED BY THE CITY PER HSC SECTION 34191.4

No funds (\$0) were received during FY 22-23 by the City in repayment of reinstated City/Agency loans per Section 34191.4 in accordance with the ROPS process.

II. AMOUNT DEPOSITED INTO LMIHAF

A total of **\$1,240,775.25** was deposited into the LMIHAF during FY 22-23. This amount includes **\$1,000,000** in ERAF/SERAF repayments, **\$133,830.67** in interest, and **\$106,944.58** in miscellaneous revenue.

(A total of \$50,000 was funded through the ROPS 22-23 process and held and expended for items listed on ROPS 22-23 that was attributable to professional services, including legal services, provided during the fiscal period of July 1, 2022 to June 30, 2023. Line Item 55 on ROPS 22-23 related to continued implementation of the Limon Judgments [term defined below in Section IX].)

III. ENDING BALANCE OF LMIHAF

At the close of FY 22-23, the ending balance in the LMIHAF was **\$6,081,842.33** as reported in the LMIHAF audit that is part of the 2022-23 CAFR. It is noted that for ROPS 22-23, as amended, Line item 55, includes funds held for items listed and approved by DOF for ROPS 22-23, related to implementation of the *Limon* Judgments (See Section IX herein.)

IV. DESCRIPTION OF EXPENDITURES AND ENCUMBRANCES FROM LMIHAF

The following table describes expenditures and encumbrances from the LMIHAF by category:

Description	Fiscal Year 22-23
A. Monitoring & Administration Expenses (2022-23 CAFR)	\$84,196.12
B. Homeless Prevention & Rapid Rehousing Services Expenditures	\$81,152.07
 C. Expenditures & Encumbrances for Development Expenditures on Low Income Units Expenditures on Very-Low Income Units Expenditures on Extremely-Low Income Units 	\$3,000,000
 Encumbrances for Acquisition of Land for Development of Housing 	\$5,550,000
Encumbrances for Rehabilitation and Reset of Affordable Housing Units	\$1,823,000
TOTAL LMIHAF Expenditures/Encumbrances in FY 22-23	<u>\$10,538,348.19</u>

The monitoring and administrative expenses incurred pursuant to Section 34176.1(a)(i) total less than five percent (<5%) of the statutory value of real property owned by the Housing Successor and of loans and grants receivable held by the Housing Successor.

The Housing Authority and City entered into that certain *Purchase and Sale Agreement* dated as of June 27, 2023 (PSA) under which the City agreed to sell, and the Housing Authority agreed to buy, certain real property located at 11390-11400 Stanford Avenue, Garden Grove, which is the northern portion of Assessor Parcel Number 090-154-57 for development of housing (Civic Center Parcel). Pursuant to the Surplus Land Act, Government Code Section 54220, *et seq.* (SLA), the State of California, Department of Housing and Community Development (HCD) has approved the City's declaration by Resolution No. 9788-23 adopted on June 13, 2023 that the Civic Center Property is exempt surplus land under Section 54221 subsections (b)(1) and 54221(f)(1)(D), and thereby authorized the disposition pursuant to that PSA. The disposition will occur upon the parties' compliance with certain regulatory requirements as set forth in the PSA; in connection with entering into the PSA, the Housing Authority remitted to the City the first installment payment of \$3,000,000 of the \$8,550,000 purchase price for the land. Reference is made to the PSA for specific terms and conditions.

V. STATUTORY VALUE OF HOUSING ASSETS OWNED BY HOUSING SUCCESSOR IN LMIHAF

Under the Dissolution Law and for purposes of this Report, the "statutory value of real property" means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule (HAT) approved by the Department of Finance (DOF) as listed in HAT under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of property(ies) purchased by the Housing Successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

The following provides the statutory value of assets owned by the Housing Successor (2022-23 CAFR).

Description	Ending Balance
Statutory Value of Real Property Owned by Housing Authority	\$2,066,624.53 ²
Value of Loans and Grants Receivable*	\$11,682,788.69
Total Value of Housing Successor Assets	\$13,749,413.22 ³

*This balance includes SERAF and ERAF loans totaling \$6,054,260.00 (which changed in prior fiscal years, based on the State of California, Department of Finance's (DOF) determination of allowable notes receivable balances.) The total value of loans and grants receivable is gross of any allowance.

² Pursuant to the PSA described in Section IV, the Civic Center Parcel will vest in the Housing Authority after the regulatory conditions are met, which is anticipated to occur by year-end but during FY 2023-2024; at such time the property will be listed as a housing asset owned by the Housing Authority albeit the PSA encumbered LMIHAF monies to make the initial installment payment described above.

³ See footnote 2.; once the conditions in the PSA are met, escrow will close and the property will be vested in the Housing Authority and will be a housing asset.

VI. DESCRIPTION OF TRANSFERS

The Housing Successor did not make any LMIHAF transfers to other housing successor(s) under Section 34176.1(c)(2) during FY 22-23.

VII. PROJECT DESCRIPTIONS

Except as to the \$50,000 funded via ROPS 22-23, Line Item 55, related to continued implementation of the DOF-approved enforceable obligations referred to as the *Limon* Judgments (see Sections II and IX), the Housing Successor did not receive or hold property tax revenue pursuant to the ROPS process.

VIII. STATUS OF COMPLIANCE WITH SECTION 33334.16

Section 34176.1 provides that Section 33334.16 does not apply to interests in real property acquired by the Housing Successor on or after February 1, 2012; nevertheless, this Report presents a status update on the status of real property, if and as applicable.

With respect to interests in real property acquired by the former redevelopment agency *prior* to February 1, 2012, the time periods described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF; thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date the DOF approved such property as a housing asset on the HAT.

The following table provides a status update on the real property or properties housing asset(s) that were acquired prior to February 1, 2012 and compliance with five-year period that commenced on August 30, 2012, the date of the letter issued by DOF approving these properties as housing assets on the HAT:

Address of Property	Date of Acquisition	Deadline to Initiate Development Activity	Status of Housing Successor Activity
12291 Thackery Dr. (site B 2)	01/10/2008	04/29/2017	The property located at 12291 Thackery Drive is part of the development site that is currently under a contract with the Developer, Kam Sang Company (New Age Garden Grove LLC). New Age is party to that certain <i>Amended and Restated Exclusive Negotiation</i> <i>Agreement</i> (ENA) with the City relating to an economic development project.
			Due to the COVID-19 worldwide pandemic, the New Age project was significantly delayed. However, the economic development project has been reinitiated and the parties re-engaged under the applicable agreements. The Housing Authority sold 12291 Thackery
			property to the City in September 2022 at appraised value and for economic development purposes. The parcel at 12291 Thackery Dr is part of the
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			larger development site under the ENA negotiations for potential conveyance of a multi-parcel, assembled site to New Age Garden Grove LLC. However, the New Age project is the subject of pending litigation, albeit the sale of 12291 Thackery Dr was duly
12602 Keel Ave.	04/25/1989	N/A	completed in September 2022. This property is subject to an Affordable Housing Agreement (AHA) dated 6/25/1990 between the Orange County Community Housing Corporation (OCCHC) and the Former Agency (now Housing Successor). The AHA included a long-term ground lease of the property to OCCHC. The Housing Successor is the successor ground lessor and Orange County Community Housing Corporation is the ground lessee, and the property is subject to recorded affordable housing covenants.

The following table provides a status update on the project(s) for property(ies), if any, that have been acquired by the Housing Successor using LMIHAF since dissolution on or after February 1, 2012:

Address of	Date of	Deadline to Initiate	Status of Housing Successor
Property	Acquisition	Development Activity	Activity
11391 Acacia Pkwy	12/17/19	N/A	Property acquired for affordable housing purposes via an exchange between the City and Housing Successor in December 2019. This property is currently occupied by Acacia Adult day Services pursuant to lease.

IX. DESCRIPTION OF OUTSTANDING OBLIGATIONS PURSUANT TO HSC SECTION 33413

Replacement Housing: Whatever unmet obligation that existed according to the 2010-2014 Implementation Plan for Former Agency, if any, this obligation has been superseded and met pursuant to that certain *Stipulation to Substitute Party and for Entry of Interlocutory Judgment* approved by the Superior Court, County of Orange, State of California in the action *Marina Limon, et. al., v. Garden Grove Agency for Community Development,* Orange County Superior Court

Case No. 30-2009-00291597 (Original Limon Judgment), attached as Exhibit A. There were two lawsuits related to this matter, which resulted in judgments that are both enforceable obligations under the Dissolution Law: (i) a lawsuit filed against the former redevelopment agency pre-dissolution that resulted in the Original Limon Judgment), and (2) a second lawsuit filed post-dissolution by the Plaintiffs in the original legal action entitled Marina Limon, et al v. State of California, et al., Sacramento Superior Court Case Number: 34-2014-80001994 (Writ Order to DOF), which together are referred to as the "Limon Judgments". In implementation of the Limon Judgments, the Successor Agency to the Garden Grove Agency for Community Development (Successor Agency) in cooperation with the Housing Authority and the City have entered into, caused construction through completion, and continue to implement the 38 units of replacement housing required under the Limon Judgment through a series of subsidies, contracts and implementing instruments for: (i) Wesley Village a 47-unit, new construction senior and family affordable housing project and (ii) Sycamore Court, a 78-unit substantial rehabilitation multi-family project, both of which have recorded regulatory agreements with 55-year affordability covenants for tenancy and occupancy by qualified very low and low income households. During FYs 17-18, 18-19, 19-20, 20-21, 22-23, and 23-24, the Successor Agency, as well as the City and Housing Authority, have provided documentation to the plaintiffs' counsels of such compliance with the replacement housing units pursuant to the Limon Judgments, but to date, plaintiffs' counsel, for unstated reasons, have refused to cause the filing in the Superior Court of a full satisfaction of judgment affirming complete satisfaction of the Original Limon Judgment. Further, in compliance with the Limon Judgments, the plaintiffs and all former residents/tenants at the RV Park were part of the outreach about the availability of the Limon Replacement Units for tenancy at the time of initial occupancy of both projects upon completion and issuance of certificates of occupancy. In the past several years, financial issues exist related to the Wesley Village project that have necessitated negotiations toward restructure of the existing loans and provide additional loan(s) by the Housing Authority to ensure that the Limon Replacement Housing Units at Wesley Village remain in operation long-term in implementation of the Original Limon Judgment. The Successor Agency's annual ROPS, in particular item 55, includes funding related to implementation of the Limon Judgments, including ROPS 18-19, 19-20, 20-21, 22-23, 22-23, current ROPS 23-24, and prospective ROPS 24-25, all to ensure that the Limon Replacement Housing Units at Wesley Village (and Sycamore Court) remain in operation long-term in implementation of the Original Limon Judgment.

Inclusionary/Production Housing: Whatever unmet obligation that existed according to the 2010-2014 Implementation Plan for the Former Agency, if any, this obligation has been superseded and has been met by performance, and continued performance, in accordance with the Original *Limon* Judgment (Exhibit A).

X. INCOME TEST

Section 34176.1(a)(3)(A) provides: "The housing successor shall expend all funds remaining in the Low and Moderate Income Housing Asset Fund after the expenditures allowed pursuant to paragraphs (1) and (2) for the development of housing affordable to and occupied by households earning 80 percent or less of the area median income, with at least 30 percent of these remaining funds expended for the development of rental housing affordable to and occupied by households earning 30 percent or less of the area median income and no more than 20 percent of these remaining funds expended for the development of housing affordable to and occupied by households earning funds expended for the development of housing affordable to and occupied by households earning funds expended for the development of housing affordable to and occupied by households earning funds expended for the development of housing affordable to and occupied by households earning funds expended for the development of housing affordable to and occupied by households earning funds expended for the development of housing affordable to and occupied by households earning funds expended for the development of housing affordable to and occupied by households earning funds expended for the development of housing affordable to and occupied by households earning funds expended for the development of housing affordable to and occupied by households earning between 60 percent and 80 percent of the area median income." Section 34176.1(a)(3)(B) provides: "If the housing successor fails to comply with the extremely low income requirement in any five-year report, then the housing successor shall ensure that at least 50 percent of these remaining funds expended in each fiscal year following the latest fiscal year following the report are expended for the development of rental housing affordable to, and

occupied by, households earning 30 percent or less of the area median income until the housing successor demonstrates compliance with the extremely low income requirement in an annual report described in subdivision (f)." The Housing Authority, as housing successor, reported previously on its expenditures for development sourced from the LMIHAF for the initial five-year reporting period of January 1, 2014 to "the annual report ... for 2019." The term "development" is defined in Section 34176.1(a)(3)(D): "For purposes of this subdivision, 'development' means new construction, acquisition and rehabilitation, substantial rehabilitation as defined in Section 33413, the acquisition of long term affordability covenants on multifamily units as described in Section 33413, or the preservation of an assisted housing development that is eligible for prepayment or termination or for which within the expiration of rental restrictions is scheduled to occur within five years as those terms are defined in Section 65863.10 of the Government Code."

The second five-year reporting period is in effect, and this section of the Report presents information for FY 2022-2023. In this regard, the Housing Authority's expenditures and monies encumbered, as housing successor, sourced from the LMIHAF for development of housing will meet the income categories and thresholds described above during the second five-year period that ends June 30, 2024. During FY 2022-2023, the Housing Authority under its function as Housing Successor to the Former Garden Grove Agency for Community Development entered into the PSA described in Section IV. above to acquire the Civic Center Parcel for future development of affordable housing, which encumbered \$5,550,000 of LMIHAF and expended \$3,000,000 as an initial installment payment for the land. Additionally, the Housing Authority approved a preliminary Award Letter as an enforceable commitment of LMIHAF to the Orchard Grove Project in the amount of \$1,823,000 to implement the substantial rehabilitation and restructure of 55-year affordable housing covenants for the 78 units that comprise this "at-risk" housing project, including eight (8) units restricted as housing for occupancy by extremely low income households. The Developer received a reservation of 9% tax credits in the at-risk category, which project is anticipated to close financing by early February 2024.

See Section XII of this Report for updated information about proposed projects that are planned to be undertaken during the second five-year reporting period; the projects will include extremely low, very low, and low income housing units in compliance with the income-targeting requirements of HSC Section 34176.1.

XI. SENIOR HOUSING TEST

The Housing Successor is to calculate the percentage of units of deed-restricted rental housing restricted to seniors and assisted by the Housing Successor, the former redevelopment agency and/or the City within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted by the Housing Successor, the former redevelopment agency and/or City within the same time period. If this percentage exceeds 50%, then the Housing Successor cannot expend future funds in the LMIHAF to assist additional senior housing units until the Housing Successor or City assists and construction has commenced on a number of restricted rental units that is equal to 50% of the total amount of deed-restricted rental units. The table on the next page presents information regarding the Housing Successor's Senior Housing Test for the 10-year period of July 1, 2013 through June 30, 2023:

Senior Housing Test	7/01/2012 – 6/30/22
# of Assisted Senior Rental Units (Wesley Village - 16 of the 47 units are senior units, and 30 are family units, with one manager's unit)	16
# of Total Assisted Rental Units (Wesley Village, Sycamore Court, and Stuart Drive Apartments)	133
Senior Housing Percentage	12%

XII. EXCESS SURPLUS TEST

Excess Surplus is defined in Section 34176.1(d) as an *unencumbered* amount in the account that exceeds the greater of (i) one million dollars (\$1,000,000) or (ii) the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years (\$8,634,350), whichever is greater. The following provides the Excess Surplus test for the preceding Fiscal Years of the Housing Successor:

	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Beginning Balance	\$730,829	\$597,475	\$4,075,333	\$7,410,990	\$8,334,904
Add: Deposits	\$210,647	\$3,623,863	\$3,563,722	\$1,236,118	\$1,240,775
(Less) Expenditures	(\$344,001)	(\$146,005)	(\$228,064)	(\$312,203)	(\$3,165,348)
(Less) Encumbrances					(\$7,373,000)4
Ending Balance	\$597,475	\$4,075,333	\$7,410,990	\$8,334,904	(\$962,669)

The LMIHAF does not have an Excess Surplus. As described in Section IV., during FY 22-23 the Housing Authority entered into the PSA for acquisition of the Civic Center Parcel for development of affordable housing. The total acquisition cost was \$8,550,000. The Housing Authority made an initial installment payment of \$3,000,000 in FY 22-23 and will make additional payment(s) in FY 23-24 and following fiscal years, pursuant to the PSA. In addition, the Housing Authority approved that certain *Preliminary Award Letter* on April 11, 2023 that committed \$1,823,000 in LMIHAF to the Orchard Grove Project. The Preliminary Award Letter provides the Developer an enforceable commitment of funds (both LMIHAF and Permanent Local Housing Allocation (PLHA) funds to implement the substantial rehabilitation and reset affordable housing covenants for 55 years for the Orchard Grove Project, consisting of 15 multifamily properties with a total of 78 apartment units. The project will include eight (8) extremely low income units, eight (8) newly

⁴ The expenditure line includes the \$3,000,000 paid by the Housing Authority to the City as the initial installment payment; and the encumbrance line includes the balance of the purchase price due by the Housing Authority to the City for the Civic Center Parcel, all as set forth in the PSA and described in Section IV of this Report. Further, in connection with a Developer's application to TCAC for a substantial rehabilitation and at-risk affordable housing project, the Housing Authority agreed to and provided an "enforceable financial commitment" of Housing Authority LMIHAF Funds (\$1,823,000) (and while not the topic of this Report, the City also committed PLHA Funds (\$1,823,000), as described in Section X.)

dedicated ADA compliant units, along with 40% AMI Very Low, 50% AMI Very Low, and 60% AMI Low Income covenanted units.

Further, as of preparation of this Report, the City (with cooperation of the Housing Authority) issued a Request for Proposals for the development of affordable housing and permanent supportive housing projects. The City will review received proposals during FY 23-24 and select the project(s) that that best serve low income or at-risk populations within Garden Grove. Importantly, the City (with cooperation of the Housing Authority) is currently undertaking development and operation of a navigation center to serve the homeless. The Central Cities Navigation Center (CCNC) will be a year-round facility that will provide up to 100 beds for temporary housing to individuals, adults ages 18 and older experiencing homelessness. The CCNC is located in the City and is a collaborative project funded by and among the cities of Garden Grove, Fountain Valley and Westminster for long-term operation and services to persons who are homeless or at risk of homelessness.

XIII. INVENTORY OF HOMEOWNERSHIP UNITS

This section provides an inventory of homeownership units assisted by the Former Agency or the Garden Grove Housing Authority, as Housing Successor, that are subject to covenants or restrictions or to an adopted program that protects the Former Agency's investment of moneys from the former Low and Moderate Income Housing Fund (LMIHF) per HSC Section 33334.3(f). This inventory includes:

A. Total units assisted by the Former Agency.

1. The total number of homeownership units assisted by the former Agency: **55 units**

Address	# of Units
13741 Clinton #76, Garden Grove, CA	1 Unit
10302 Malinda, Garden Grove, CA	1 Unit
12191 Stanford, Garden Grove, CA	1 Unit
12661 James, Garden Grove, CA	1 Unit
11761 Samuel, Garden Grove, CA	1 Unit
5742 Ludlow, Garden Grove, CA	1 Unit
13180 Ferndale, Garden Grove, CA	1 Unit
8861 Calico, Garden Grove, CA	1 Unit
8183 Larson #D, Garden Grove, CA	1 Unit
12631 Woodland, Garden Grove, CA	1 Unit
10119 Andy Reese, Garden Grove, CA	1 Unit
12582 Spinnaker, Garden Grove, CA	1 Unit
12372 Elmwood, Garden Grove, CA	1 Unit
9852 Orangewood, Garden Grove, CA	1 Unit

1360 River Drive, Norco, CA ⁵	1 Unit
9611 Blanche, Garden Grove, CA	1 Unit
13421 Mickey, Garden Grove, CA	1 Unit
6732 Laurelton, Garden Grove, CA	1 Unit
10592 McKeen, Garden Grove, CA	1 Unit
14402 Ward, Garden Grove, CA	1 Unit
11682 MacDuff, Garden Grove, CA	1 Unit
6652 Belgrave, Garden Grove, CA	1 Unit
6662 Park, Garden Grove, CA	1 Unit
5452 Richmond, Garden Grove, CA	1 Unit
13096 Blackbird, Garden Grove, CA	1 Unit
11531 Faye, Garden Grove, CA	1 Unit
13582 Hope, Garden Grove, CA	1 Unit
11450 Brookhurst, Garden Grove, CA	1 Unit
13651 Havenwood, Garden Grove, CA	1 Unit
11291 Garden, Garden Grove, CA	1 Unit

Note: The following homeownership units were identified in further review of Garden Grove files, but had not been located or identified during preparation of the HAT in July 2012 that was submitted to and approved by the DOF or listed in the initial report prepared under HSC Section 34176.1(f)(13) relating to homeownership units assisted by the Former Agency, but are listed in this Report as each is an ownership unit assisted by the Former Agency prior to dissolution. Several of these loans have been paid off or the covenants expired, so are also listed in the tables that follow.

11861 Winton St., Garden Grove, CA	1 Unit
12741-12831 Arbor Ct. & 12752-12852 Arbor Ct., Garden Grove, CA	17 Units
13143 Michael Monsoor Ct., Garden Grove, CA	1 Unit
10852 Sonoma Ln., Garden Grove, CA	1 Unit
13100 Mendocino Ln., Garden Grove, CA	1 Unit
10803 Sonoma Ln., Garden Grove, CA	1 Unit
10811 Sonoma Ln., Garden Grove, CA	1 Unit
10853 Sonoma Ln., Garden Grove, CA	1 Unit
10831 Sonoma Ln., Garden Grove, CA	1 Unit
Total	55 Units

B. Summary of Lost Units.

1. The total number of homeownership units lost to the Housing Successor's portfolio between *February 1, 2012 up to June 30, 2023*, along with the reason or reasons for those losses: **35 units**

FY	Property Address	Units	Loss Date	Reason for Loss
11-12	11861 Winton St.	1	3/27/2012	Loan Repaid

⁵ This address is outside of Garden Grove, but the original loan was issued in connection with the homebuyer's displacement and relocation by Garden Grove; thus, part of the relocation benefits included a homebuyer loan, which was paid off prior to dissolution of redevelopment.

13-14	9852 Orangewood Ave.	1	11/12/2013	Loan Repaid
14-15	12741-12831 & 12752-12852 Arbor Ct.	17	2014	Covenants Expired
14-15	10831 Sonoma Lane	1	5/8/2015	Loan Repaid
12-13	13741 Clinton #76	1	5/6/2013	Loan Repaid
17-18	10119 Andy Reese	1	9/18/2017	Loan Repaid
14-15	6732 Laurelton	1	3/17/2015	Loan Repaid
14-15	10592 McKeen	1	8/28/2014	Loan Repaid
15-16	6652 Belgrave	1	11/12/2015	Loan Repaid
13-14	11450 Brookhurst	1	3/31/2014	Loan Repaid
12-13	13651 Havenwood	1	6/18/2013	Loan Repaid
14-15	11291 Garden	1	8/11/2014	Loan Repaid
19-20	12661 James Avenue	1	8/27/2019	Loan Repaid
20-21	9611 Blanche, Garden Grove, CA	1	5/03/2021	Loan Repaid
21-22	10852 Sonoma Ln, Garden Grove, CA	1	12/08/2021	Loan Repaid
21-22	6662 Park, Garden Grove, CA	1	02/17/2022	Loan Repaid
22-23	11761 Samuel, Garden Grove, CA	1	05/23/2023	Loan Repaid
22-23	5452 Richmond, Garden Grove, CA	1	05/04/2023	Loan Repaid
22-23	11531 Faye, Garden Grove, CA	1	05/04/2023	Loan Repaid

2. Total losses during FY 2022-23 (7/1/22 to 6/30/23): 3 units

FY	Property Address	Units	Loss Date	Reason for Loss
22-23	11761 Samuel, Garden Grove, CA	1	05/23/2023	Loan Repaid
22-23	5452 Richmond, Garden Grove, CA	1	05/04/2023	Loan Repaid
22-23	11531 Faye, Garden Grove, CA	1	05/04/2023	Loan Repaid

3. Funds returned to the Housing Successor as part of an adopted program that protects the Former Agency's investment of moneys from the LMIHF. This includes repayments of all Single Family Rehabilitation and First Time Homebuyer loans including principal, interest, and equity sharing payments from February 1, 2012 to June 30, 2023. There were cumulative repayments since dissolution of **\$323,087.50** and repayments during FY 22-23 of **\$98,600.45**.

C. State whether the Housing Successor has contracted with any outside entity for the management of the units and, if so, the identity of the entity.

1. The City's Neighborhood Improvement Division administered a majority of the Former Agency's Single Family Rehabilitation Program and First Time Homebuyer Program. The Neighborhood Improvement Division does have an existing agreement with Amerinational Community Services, Inc., a Minnesota corporation (dba AmeriNat), relating to certain, but not all, aspects of administration of the Former Agency's Single Family Rehabilitation loans and First Time Homebuyer loans that provided second lien mortgages for homeownership units. These consulting services include assistance with oversight and administration of amortized loan payments, if any, due; with tracking and calculation of loan balances in the event of payoff; and, other administrative activities for these outstanding Single Family Rehab and First Time Homebuyer loans.

XIV. ADDITIONAL INFORMATION ABOUT GARDEN GROVE HOUSING AUTHORITY'S ACTIVITIES FOR THE PRECEDING YEAR FY 22-23 PER HSC SECTION 34328

The Housing Authority provides rental assistance to up to **2554** families per month, with **2362** Section 8 Housing Choice Vouchers, **117** Emergency Vouchers and **75** Mainstream Vouchers. The lease-up rate by month for FY 2022-23 is shown on the table:

	# OF UNIT LEASED				
MONTH	HCV	EHV	MAINSTREAM		
Jul-22	2236	64	49		
Aug-22	2236	75	52		
Sep-22	2232	80	53		
Oct-22	2240	83	54		
Nov-22	2228	87	54		
Dec-22	2222	90	56		
Jan-23	2224	91	56		
Feb-23	2224	93	58		
Mar-23	2219	99	59		
Apr-23	2222	101	59		
May-23	2230	100	62		
Jun-23	2240	103	62		

During FY 2022-23, there was no termination of Section 8 portable vouchers for victims of domestic violence.

During FY 2022-2023, construction was completed for the substantial rehabilitation and tenanting of the ten (10) covenanted affordable housing units pursuant to that certain *HOME Investment Partnership Affordable Housing and Loan Agreement(11742 Stuart Drive)* entered into between the Housing Authority and American Family Housing, a California nonprofit public benefit corporation September 2021. The units are available to and occupied by qualified and eligible tenants including (i) one Very Low Income Household as to a 1-bedroom unit, (ii) eight Extremely Low Income Households as to five 2-bedroom units and three 1-bedroom units.

As discussed in Section XII of this Report, the Housing Authority continues to negotiate toward more affordable housing in the community, both new construction and acquisition/rehabilitation projects. And, the CCNC will be a vital part of the community and all three cities' efforts to address, alleviate, and hopefully end homelessness.

EXHIBIT A

Original *Limon* Judgment

Limón, et al. v. Garden Grove Agency for Community Development Case No. 30-2009-00291597 Stipulation to Substitute Party and for Entry of Interlocutory Judgment (attached)

Exhibit B

2022-2023 Audit of LMIHAF

(pending and to be inserted)

Note: At the time of preparation of this Report, the FY 2022-23 Comprehensive Annual Financial Report (CAFR) is still under final review by the City and its independent auditors. It is anticipated this document will be finalized in early 2023, at which time the City Council and Housing Authority jointly will receive and file the Report.

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2		SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE CIVIL COMPLEX LITIGATION CENTER
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8	ELECTRONICALLY RECEIVED Superior Court of California, County of Orange	
9	06/09/2014 at 10:06:50 AM Clerk of the Superior Court By Olga Lopez,Deputy Clerk	
10	SUPERIOR COURT OF THE	STATE OF CALIFORNIA
11	COUNTY OF	ORANGE
12		
12	MARINA LIMON, et al.,) Case No. 30-2009-00291597
13	Plaintiffs and Petitioners, v.)
15	GARDEN GROVE AGENCY FOR) JUDGMENT)
16	COMMUNITY DEVELOPMENT, a municipal entity, <i>et al.</i> ,	}
17	Defendants and Respondents.) Complaint Filed: August 10, 2009) Dept.: CX-102
17) Judge: Robert J. Moss)
18	GARDEN GROVE MXD, LLC, and MCWHINNEY REAL ESTATE SERVICES,)
20	and DOES 21 through 40,	
20	Real Parties in Interest.	
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1	IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:				
2	the terms stated below.				
3					
4 5 6	1. As used herein, the term "Low Income Households" shall have the meaning set forth in Health and Safety Code section 50079.5.				
7 8	2. As used herein, the term "Very Low Income Households" shall have the meaning set forth in Health and Safety Code section 50105.				
9	3. As used herein, the term "Low Income Rent" shall be rent affordable to lower income households as set forth in Health and Safety Code section 50053(b)(3).				
10 11	4. As used herein, the term "Very Low Income Rent" shall be rent affordable to very low income households as set forth in Health and Safety Code section 50053(b)(2).				
12 13	5. Within the timeframe described in Paragraph 9, below, the Successor Agency or, at its discretion, the Housing Successor (hereinafter "Successors"), shall develop replacement				
14 15	housing. Pursuant to this paragraph funds held in the Low and Moderate Income Housing Asset Fund, as defined in Health and Safety Code section 34176, shall be available for development of				
16 17	the replacement housing pursuant to this Judgment. The Successors shall develop or cause to be				
18	developed twenty five (25) additional new construction dwelling units as replacement housing for the Travel Country Recreational Vehicle Park ("Park") to address Plaintiff Malta's claims for				
19 20	development of replacement housing pursuant to Health and Safety Code section 33413. No less				
21	than twelve (12) of the units developed pursuant to this paragraph shall be covenanted to be leased at Very Low Income Rent and restricted to occupancy by Very Low Income Households;				
22 23	the balance of thirteen (13) units shall be covenanted to be leased at Low Income Rent and				
24 25	restricted to occupancy by Low Income Households. 6. In addition to the dwelling units described in Paragraph 6, within the timeframe				
26	described in Paragraph 9, below Successors shall develop or cause to be developed thirteen (13) additional dwelling units, either as new construction or Substantial Rehabilitation (as defined				
27 28	below), as replacement housing for the Park to address Plaintiff Malta's claims for development				

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of replacement housing pursuant to Health and Safety Code section 33413. No less 2 than seven (7) of the units developed pursuant to this paragraph shall be covenanted to be leased 3 at Very Low Income Rent and restricted to occupancy by Very Low Income Households; the balance of six (6) units shall be covenanted to be leased at Low Income Rent and restricted to 4 5 occupancy by Low Income Households.

7. The Successors may reduce the number of dwelling units required to be developed 6 7 pursuant to Paragraph 7 (but not Paragraph 6) by one dwelling unit for each dwelling unit offered 8 to a household listed on Exhibit A hereto that is rejected by such household provided that a 9 household's rejection of a unit under this section will not disqualify that household from 10 eligibility under Paragraph 11. In order to reduce the unit count, (1) a displaced household must 11 receive an offer of affordable replacement housing after a determination (provided to the displaced household in writing) by the operator of that housing that the displaced household 12 is eligible for occupancy of the replacement housing with respect to all of its qualifications and 13 restrictions, including but not limited to income, family size, rental history and credit score, (2) 14 15 the offer of affordable housing must be either hand delivered to the displaced household as 16 evidenced by a proof of personal service, or through regular and certified U.S. mail, and (3) the 17 displaced household must be allowed ten (10) business days after receipt of the offer to accept or 18 reject the offer.

19 8. The Successors shall develop, rehabilitate, construct or cause the development, 20 rehabilitation or construction (as applicable) of the dwelling units described in Paragraphs 6 and 217 ("Replacement Units") within four years from entry of judgment in this case.

9. "Substantial Rehabilitation" shall have the same meaning as contained in Health 22 23 and Safety Code section 33413.

24 10. In accordance with Health and Safety Code section 33411.3, all residents displaced 25 by the Redevelopment Agency shall have priority in occupancy of the Replacement Units developed pursuant to this Judgment. Successors shall provide for such priority in any agreement 26

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for development or administration of the Replacement Units, and shall maintain a list of eligible persons and families displaced by the Redevelopment Agency.

3 11. Pursuant to action of the California Legislature in Stats. 2012, Ch. 5 (Assembly 4 Bill No. 26, 2011-2012 1st Ex. Sess.) (the "Dissolution Act"), effective June 29, 2011, 5 redevelopment agencies throughout California began a dissolution process. The Dissolution Act 6 provides that the city "that authorized the creation of each redevelopment agency" became the "successor agency" to that redevelopment agency, by operation of law, unless the designated 7 successor entity elected not to serve as the successor agency. California Health and Safety Code 8 9 sections 34173(a), (d). The Garden Grove City Council adopted resolutions electing to serve as 10 the Successor Agency to the dissolved Redevelopment Agency pursuant to Health and Safety 11 Code section 34173, and designating the Garden Grove Housing Authority as the Housing Successor pursuant to Health and Safety Code section 34176. City of Garden Grove Resolution 12 Nos. 9072-11 (July 12, 2011) and 9089-12 (Jan 17, 2012). As prescribed by the Dissolution Act, 13 the amounts the Successor Agency is obligated to pay pursuant to the terms of this Judgment shall 14 be included as an enforceable obligation of the Successor Agency on each applicable Recognized 15 Obligation Payment Schedule ("ROPS"), as defined in California Health and Safety Code section 16 17 34171(h) and in accordance with Health and Safety Code section 34177(l), (m), and as set forth 18 below.

19 12. The Successor Agency shall include in the ROPS due to be completed and
 approved by the oversight board of the Successor Agency no later than October 3, 2015 (ROPS
 2015-16B), amounts for Replacement Units that will be expended during the January 1, 2016
 through June 30, 2016 period. The amounts to be expended during this ROPS 2015-16B period
 shall be appropriate to complete development of the Replacement Units for occupancy within
 four years from entry of the Judgment.

13. The Successor Agency shall pay \$9,000 in attorneys' fees to counsel for Plaintiff
Malta. The entire amount of attorneys' fees shall be placed on the ROPS due to be completed by
the oversight board of the Successor Agency no later than October 3, 2014 (ROPS 2014-15B).

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1	14. The obligations contained herein are obligations of the Garden Grove Agency for				
2	- •				
	Community Development ("Redevelopment Agency"), now dissolved, prior to enactment of the				
3	by the second seco				
4	construed as obligations of the City or Garden Grove Housing Authority other than in their roles				
5	as Successor Agency and Housing Successor, respectively. Consistent with Health and Safety				
6	Code § 34173(e), Successor Agency's liability for amounts owing pursuant to this Judgment shall				
7	be limited to the extent of the total sum of property tax revenues the Successor Agency and the				
8	Housing Successor receive pursuant to the ROPS process and the value of the assets received by				
- 9	the Successor Agency and the Housing Successor. The Successor Agency shall continue to list				
10	the obligations of this Judgment on each ROPS until all obligations required by the Judgment are				
11	satisfied.				
12	15. The Court shall have continuing jurisdiction to enforce the terms of this settlement				
13	and Judgment pursuant to California Code of Civil Procedure section 664.6.				
14	16. This Judgment represents the sole obligation among the parties hereto and all other				
15	causes of action and/or claims arising out of this action are dismissed with prejudice and forever				
16	waived.				
17	IT IS SO ORDERED.				
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City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Ursula Luna-Reynosa
Dept.:	City Manager/Director	Dept.:	Economic Development and Housing
Subject:	Approval of a Memorandum of Understanding with CalOptima Health, Orange County Housing Authority, Anaheim Housing Authority, and Santa Ana Housing Authority. (<i>Action Item</i>)	Date:	1/23/2024

OBJECTIVE

For the Housing Authority to consider approving the Memorandum of Understanding with CalOptima, a public agency that provides health care coverage for Orange County residents who are eligible for Medi-Cal. Certain funding has been made available through the California Advancing and Innovating Medi-Cal ("Cal-Aim") initiative to improve health outcomes of the Medi-Cal population by leveraging Medi-Cal as a tool to address many complex challenges facing California's most vulnerable residents, including those facing housing insecurity and instability. CalOptima participates in Cal-Aim. Public housing authorities serves this same vulnerable population. There are four public housing authorities (individually "PHA" and collectively "PHAs") in Orange County. Each PHA desires to help connect their respective clientele to Cal-Aim services provided by CalOptima.

BACKGROUND

The Garden Grove Housing Authority ("GGHA") is one of four housing authorities operating within Orange County that administers the U.S. Department of Housing and Urban Development's ("HUD's") Section 8 Housing Choice Voucher ("HCV") Program. The HCV program assists very low-income, elderly, and disabled families so that they can afford decent, safe, and sanitary housing in the private market. Throughout Orange County, the Anaheim Housing Authority, Santa Ana Housing Authority, and GGHA administer the program within their respective city jurisdictions, while the Orange County Housing Authority administers the program in all other Orange County cities and unincorporated areas. Despite each housing authority administering its own HCV Program independently, they have long established a collaborative working partnership and regularly engage in concerted efforts to enhance service delivery for voucher holders throughout Orange County. Over the last several years, these housing authorities have been awarded new funding to manage additional rental assistance programs commonly referred to as Special Purpose Vouchers ("SPVs") such as the Emergency Housing Voucher program, Stability Voucher program, Mainstream Voucher program, Veterans Affairs Supportive Housing, Non-Elderly Disabled program, Family Unification program, and Foster Youth to Independence program. While the new funding is a significant benefit for our communities, it has given rise to an increasing need for supportive services. The rising need for supportive services can be attributed to the diverse needs of families and individuals that face different health challenges and barriers to leasing up with their voucher. Supportive services, traditionally not the primary focus of housing authorities, have become essential to ensuring the success and well-being of our voucher holders ("program participants").

DISCUSSION

In line with the commitment to offer comprehensive services to all program participants, discussions among the four housing authorities have led to the creation of the proposed joint Memorandum of Understanding ("MOU") with the Orange County Health Authority, a public agency doing business as CalOptima Health ("CalOptima"), to provide referrals for supportive services through the Cal-AIM program. CalOptima is Orange County's single largest health insurer and provides health care coverage for Orange County low-income residents who are eligible for Medi-Cal. CalOptima participates in the CalAIM program, which offers services directed at supporting some of the most vulnerable populations in Orange County, including people experiencing homelessness, older adults, children with complex care needs, and people involved with the justice system. Under the MOU, each PHA will request the voluntary written interest and consent of program participants. With consent from a program participant, CalOptima will assess program participants for eligibility and refer eligible participants to CalAIM providers for Community Support and Enhanced Care Management ("ECM") services. In addition to ECM services, the Community Support services include but are not limited to:

- 1. Housing transition navigation services;
- 2. Housing deposits;
- 3. Housing tenancy and sustaining services;
- Short-term post-hospitalization housing;
- 5. Recuperative care;
- 6. Respite services;
- 7. Day habilitation services;
- 8. Asthma remediation;
- 9. Medically tailored meals/medically-supportive food;
- 10. Community transition services/nursing facility transition to a home;
- 11. Personal care and homemaker services;
- 12. Environmental accessibility adaptations (home modifications); and

13. Nursing facility transition/diversion to assisted living facilities, such as Residential Care facilities for elderly and adult residential facilities.

This joint MOU is designed to establish a referral framework and facilitate access to CalAIM's program resources for GGHA's SPV program participants. It may also be expanded to HCV program applicants in the future. The objective is to provide program participants with county-wide access to valuable resources and streamline referrals to supportive health services. This joint MOU would allow GGHA to leverage CalOptima's existing resources and expertise in healthcare and social services. As a result, GGHA can seamlessly refer program participants to supportive

services at no cost. By participating in this joint MOU, GGHA can best serve the public by facilitating referrals to essential health services, improving the overall health of our community, and contributing to the efficient use of resources.

FINANCIAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

It is recommended that the Housing Authority:

• Authorize the Executive Director to execute the MOU, including any minor modifications as appropriate, and any other pertinent documents necessary to effectuate and/or implement the Agreement.

Collective MOU PHA

Description

Upload Date 1/16/2024 **Type** Agreement File Name Collective_MOU_PHA.pdf

MEMORANDUM OF UNDERSTANDING

between

ORANGE COUNTY HOUSING AUTHORITY, a public housing authority established under California Health & Safety Code section 34200 and operationally organized under the Orange County Community Resources Department, ANAHEIM HOUSING AUTHORITY, GARDEN GROVE HOUSING AUTHORITY, SANTA ANA HOUSING AUTHORITY

and

ORANGE COUNTY HEALTH AUTHORITY dba CALOPTIMA HEALTH

This Memorandum of Understanding ("MOU") is entered into by and between the Orange County Health Authority, a public agency doing business as CalOptima Health ("CalOptima"), Orange County Housing Authority, Anaheim Housing Authority, Garden Grove Housing Authority, and Santa Ana Housing Authority (each public housing authority is individually referred to as "PHA" and collectively "PHAs"). Each PHA and CalOptima may each be referred to individually as a "Party" and collectively as the "Parties".

I. BACKGROUND

CalOptima is a public agency that provides health care coverage for Orange County residents who are eligible for Medi-Cal. In January 2022, the Department of Health Care Services ("DHCS") launched the California Advancing and Innovating Medi-Cal ("CalAIM") initiative. CalOptima participates in CalAIM, which seeks to improve quality of life and health outcomes of the Medi-Cal population by leveraging Medi-Cal as a tool to address many complex challenges facing California's most vulnerable residents, including those facing housing insecurity and instability. Two specific initiatives within CalAIM are Enhanced Care Management ("ECM") and Community Supports. CalOptima has committed to offering all 14 Community Supports and expanding its provider network accordingly. These Community Supports services are directed at supporting some of the most vulnerable populations in Orange County, including those experiencing homelessness, older adults, children with complex care needs, and those involved with the justice system.

As local public housing authorities, each PHA, among other things, administers federally funded programs to provide rental assistance to qualified tenants in privately owned rental housing. Each PHA administers the Housing Choice Voucher ("HCV") program, as well as Special Purpose Voucher ("SPV") programs such as the Emergency Housing Voucher program, Stability Voucher program, Mainstream Voucher program, Veterans Affairs Supportive Housing, Non-Elderly Disabled program, Family Unification program, and Foster Youth to Independence program. Participants and applicants in the HCV program and SPV programs may use rental assistance in a variety of rental dwellings with property owners willing to participate in the program. Each PHA desires to help connect certain participants and applicants to support services offered by CalOptima pursuant to a duly executed written consent form with its participants and applicants.

II. PURPOSE

This MOU establishes a referral framework from each PHA to CalOptima for HCV and SPV program participants and applicants to leverage the ECM and Community Support services provided through CalAIM. This MOU affirms the PHAs' and CalOptima's roles and responsibilities regarding the referral relationships and provides the framework for each PHA's referral program and sharing of information. This MOU provides for, among other things, the disclosure of information to CalOptima, in accordance with the CalAIM Housing and Health Services Voluntary Consent Form to Release, Share, and Disclose Confidential Information, attached as Exhibit A to this MOU. The information will include the minimum necessary to confirm the enrollment of a PHA program participant or applicant in CalOptima's Medi-Cal program. This information may include, for example, full name, date of birth, and social security number.

III. TERM

This MOU becomes effective upon the last date the Parties execute this MOU on the signature page ("Effective Date") and remains in effect until terminated under Section XI.

IV. POPULATION TO BE SERVED

This MOU applies to any household member(s) who holds or is applying to hold a HCV or SPV issued by a PHA and are voluntarily interested in, or already enrolled in, CalOptima's Medi-Cal program and consent to provide their information to CalOptima by executing the "CalAIM Housing and Health Services Voluntary Consent Form to Release, Share, and Disclose Confidential Information."

This may include:

- HCV or SPV applicants who have an active application in process of eligibility that has been pulled off of a waiting list for an HCV or SPV;
- HCV or SPV applicants who are waiting to be pulled off of a waiting list so long as they provide their written consent;
- HCV or SPV participants in the Project-Based Voucher program; or
- Any other category of HCV or SPV applicant or participant not already listed who may be served by a PHA.

V. SCOPE OF CALOPTIMA SERVICES

A. Once CalOptima receives information from a PHA of: (i) an individual or family (household) member with an HCV or SPV (or who is waiting to receive their HCV or SPV); and (ii) who has provided written consent to share their information with CalOptima, by executing the CalAIM Housing and Health Services Voluntary Consent Form to Release, Share, and Disclose Confidential Information attached as Exhibit A, CalOptima shall follow this process:

1. If the individual or household member is unsure of their Medi-Cal status, CalOptima shall either:

- a. Confirm Medi-Cal enrollment; or
- b. If the individual or household member is not enrolled in Medi-Cal, refer the individual or household member to the Orange County Social Services Agency ("SSA") for potential Medi-Cal enrollment.
- 2. Pursuant to an already existing enrollment. CalOptima staff shall make reasonable efforts to contact all such enrollees to assess for eligibility for ECM and Community Supports services. If eligible, and interested, CalOptima will make appropriate referrals for services. CalOptima shall make reasonable efforts to monitor ECM and Community Supports services provided to individuals or household members to ensure they are beneficial.
- B. CalOptima shall provide aggregate data to each PHA regarding Medi-Cal eligibility and service delivery referrals under this MOU.
- C. CalOptima will contract with CalAIM providers to provide Community Support and ECM services, as required under CalAIM. In addition to ECM services, those Community Support services include, but are not limited to (as further described and defined under CalAIM):
 - 1. Housing transition navigation services;
 - 2. Housing deposits;
 - 3. Housing tenancy and sustaining services;
 - 4. Short-term post-hospitalization housing;
 - 5. Recuperative care;
 - 6. Respite services;
 - 7. Day habilitation services;
 - 8. Asthma remediation;
 - 9. Medically tailored meals/medically-supportive food;
 - 10. Community transition services/nursing facility transition to a home;
 - 11. Personal care and homemaker services;
 - 12. Environmental accessibility adaptations (home modifications); and
 - 13. Nursing facility transition/diversion to assisted living facilities, such as Residential Care facilities for elderly and adult residential facilities.

D. CalOptima shall provide oversight and monitoring of its contracted CalAIM providers and manage all CalAIM providers that perform services under this MOU.

VI. SCOPE OF SERVICES TO BE PROVIDED BY EACH PHA

- A. From among its population of HCV and SPV program participants and applicants, each PHA will:
 - 1. Request the voluntary written interest and consent of the program applicant or participant to register for Medi-Cal or their current enrollment status in Medi-Cal in order to gain access to the benefits available to the applicant or participant through CalAIM. Each PHA may make its request for voluntary written interest and consent, at any time, for an HCV or SPV holder.
 - 2. Request written consent to disclose applicant or participant information, or other related information, to CalOptima so that the applicant or participant may access CalAIM benefits. Each PHA shall use reasonable efforts to make this request at least once in writing during the eligibility process for issuance of an HCV or SPV.
 - 3. Request written voluntary interest and consent from participants and applicants to release information to CalOptima, including to the CalAIM providers contracted by CalOptima, as provided in Exhibit A.
- B. For those HCV and SPV recipients who voluntary provide written interest and consent under Section IV.A (Population To Be Served) in order to disclose their information to CalOptima for CalAIM purposes, each PHA will:
 - 1. Share the minimum information necessary to confirm the program applicant or participant's enrollment in CalOptima's Medi-Cal program. This information may be shared electronically in a secure system, via transfer of a physical form signed by the applicant or participant, or via another method agreed upon by the Parties that complies with applicable laws.
- C. Pursuant to the HCV and SPV program regulations found at 24 CFR Parts 5 and 982, each PHA will:
 - 1. Issue vouchers for participants to search for appropriate rental housing (if a voucher has not already been issued).
 - 2. Administer and provide the participant with monthly rental assistance in accordance with the regulations in 24 CFR Part 982 by providing housing assistance payments on behalf of the participant to the applicable landlord.

VII. COMMUNICATION

During the term of this MOU, each PHA and CalOptima will remain in contact as necessary to effectuate the purpose of this MOU. Each Party will communicate with its mutual participants and applicants in accordance with applicable government agency requirements, policies and procedures. Each PHA and CalOptima will meet as needed to review services described in this MOU. Primary point of contacts will be assigned by each PHA and CalOptima. CalOptima's point of contact will be within the CalAIM team.

VIII. COLLABORATION

Each PHA and CalOptima will work together to ensure that individuals and household members who receive services under this MOU are given the opportunity to be referred to CalOptima for appropriate follow-up if they are interested in or are already enrolled in Medi-Cal. Each PHA and CalOptima shall use reasonable efforts to ensure that the disclosure of participant and applicant information from a PHA to CalOptima is performed pursuant to an executed CalAIM Housing and Health Services Voluntary Consent Form to Release, Share, and Disclose Confidential Information, as provided in Exhibit A. CalOptima shall implement procedures to ensure that it only accepts participant and applicant information from a PHA for participants and applicants who have provided written consent to share their information with CalOptima, by executing the CalAIM Housing and Health Services Voluntary Consent Form to Release, Share, and Disclose Confidential Information and Health Services Voluntary Consent Form to Release, Share, and applicants who have provided written consent to share their information with CalOptima, by executing the CalAIM Housing and Health Services Voluntary Consent Form to Release, Share, and Disclose Confidential Information attached as Exhibit A. Each Party agrees to meet as needed to address the following:

- A. Funding opportunities;
- B. Federal regulations, agency policies and compliance;
- C. Program operations, procedures, and logistics; and
- D. Participant/applicant needs and challenges.

IX. RECORDS RETENTION

Each PHA and CalOptima will retain all records related to this MOU for at least three (3) years from the date of inactivity of services or for such longer periods as required by law.

X. CONFIDENTIALITY

A. Each PHA and CalOptima agree to maintain the confidentiality, privacy, and security of all applicant, participant, and tenant records and information pursuant to all applicable federal and state laws and regulations, including without limitation, U.S. Privacy Act of 1974 and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including interpretive case law, as may now exist or be hereafter amended, to the extent applicable. For the sake of clarity, none of the PHAs are covered entities, as that term is defined and used under the HIPAA and its implementing regulations, and none of the PHAs are CalOptima's business associate, as that term is used in HIPAA and its implementing regulations. All information that a PHA discloses under this MOU shall be considered and kept

confidential by CalOptima, CalOptima's contracted Medi-Cal providers, and Cal-Optima's employees, agents, staff, and volunteers.

- B. Parties further agree that any breach of confidentiality or privacy concerning any applicant, participant, and/or tenant records related to this MOU shall be addressed pursuant to applicable law and each Party's internal compliance program, as amended from time to time.
- C. The Parties shall require all staff, agents, employees, volunteers, vendors, contractors, and/or subcontractors with access to an applicant's, participant's, or tenant's information to maintain the confidentiality of any and all applicant, participant, and tenant records and information with which they may come into contact, as required by law.
- D. The Parties' confidentiality obligations herein shall survive termination or expiration of this MOU for any reason.

XI. TERMINATION OF MOU

A PHA may terminate its participation in, and obligations under, this MOU with or without cause by providing thirty (30) days' written notice to the other Parties. A PHA's termination of participation in this MOU shall not terminate this MOU in its entirety, but it shall terminate the MOU with respect to the PHA that terminates its participation hereunder. If all PHAs terminate their participation in this MOU, either individually or collectively, this MOU shall be terminated in its entirety. In addition, CalOptima may terminate this MOU with or without cause by providing thirty (30) days' written notice to all participating PHAs prior to the effective date of terminate participation in this MOU shall relieve the PHA of all further obligations under this MOU upon termination, except for those provisions that survive termination as stated herein. Except as provided otherwise hereunder, termination, except for those provisions that survive termination as stated herein.

XII. GENERAL PROVISIONS

- A. No change, modification, extension, or waiver of this MOU shall be effective unless in writing and signed by all Parties. If any law, rule, or regulation applicable to this MOU, or any interpretation thereof by any court, is modified or implemented during the term of the MOU in a way that materially changes the terms of the MOU ("**Regulatory Change**"), CalOptima may, upon written notice to PHAs, propose an amendment of the MOU to PHAs to the minimum degree necessary to comply with the Regulatory Change. If any PHA does not accept the proposed Regulatory Change, CalOptima may immediately terminate this MOU upon written notice to PHAs. This MOU represents the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior agreements and understandings, whether written or oral, between the Parties concerning such terms.
- B. If any provision of this MOU is held invalid or unenforceable by any court of law, the remaining provisions of this MOU shall nevertheless continue to be valid and

enforceable as though the invalid or unenforceable parts had not been included herein.

- C. A PHA may not assign or delegate any obligations or rights under this MOU without the prior written consent of CalOptima.
- D. This MOU shall be governed by the laws of the State of California, and the Parties consent to venue and personal jurisdiction over them in Superior Court in Orange County, California, and in U.S. District Court for the Central District of California, as applicable, for purposes of construction and enforcement of this MOU. The Parties shall comply with all applicable laws in performance of their obligations under this MOU.
- E. Each Party warrants that it has the full right, power, and authority to enter into and fully perform its obligations under this MOU and that the execution, delivery, and performance of this MOU by that Party does not conflict with any other agreement to which it is a Party or by which it is bound.
- F. Each Party has had the opportunity to have counsel of its choice examine the provisions of this MOU, and no implication shall be drawn against any Party by virtue of the drafting of this MOU.
- G. This MOU may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.
- H. If the Parties are unable to informally resolve any dispute arising out of or relating to this MOU, a Party, with the concurrence of all other Parties, may submit the dispute for resolution exclusively through confidential, binding arbitration, instead of through trial by court or jury, in Orange County, California, in accordance with the commercial dispute rules then in effect of the Judicial Arbitration and Mediation Services ("JAMS"). The arbitration shall be conducted on an expedited basis by a single arbitrator. In making decisions about discovery and case management, it is the Parties' express agreement and intent that the arbitrator at all times promote efficiency without denying any Party the ability to present relevant evidence. In reaching and issuing decisions, the arbitrator shall have no jurisdiction to make errors of law and/or legal reasoning. In the event arbitration is mutually agreed to, the Parties shall share the costs of arbitration equally, and each Party shall bear its own attorneys' fees and costs.
- I. CalOptima agrees to indemnify, defend, and hold harmless each PHA and its elected and appointed officials, officers, employees, and agents and those special districts and agencies for which County of Orange's Board of Supervisors acts as the governing Board from any third-party claims, demands, including defense costs, or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to CalOptima's failure to perform its obligations under this MOU, gross negligence or intentional misconduct.

- J. Each PHA agrees to indemnify, defend, and hold CalOptima, its elected and appointed officials, officers, employees, agents, directors, members, and/or affiliates harmless from any third-party claims, demands, including defense costs, or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to that PHA's failure to perform its obligations under this MOU, gross negligence or intentional misconduct.
- K. If judgment is entered against one Party by a court of competent jurisdiction because of the concurrent active negligence of the other Party or its officials, officers, directors, employees, or agents, the Parties agree that liability will be apportioned as determined by the court.
- L. Each Party represents and warrants that the person executing this MOU on behalf of its organization is an authorized agent who has actual authority to bind its organization to each and every term, condition, and obligation of this MOU and that all requirements have been fulfilled to provide such actual authority.
- M. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between a PHA and any applicant or participant participating in this program, CalOptima, or any of CalOptima's agents or employees.
- N. This MOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement. Facsimile, documents executed, scanned, and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this MOU, with such facsimile, scanned, and electronic signatures having the same legal effect as original signatures.

XIII. SECURITY

- A. The Parties agree to maintain the confidentiality of all information and records shared as a result of this MOU pursuant to all applicable laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU. The Parties represent, warrant, and covenant that they have implemented and will maintain during the term of this MOU administrative, physical, and technical safeguards to reasonably protect private and confidential participant and applicant information, to protect against anticipated threats to the security or integrity of data, and to protect against unauthorized physical or electronic access to or use of data. Such safeguards and controls shall include at a minimum:
 - 1. Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.
 - 2. Control of access to physical and electronic records to ensure data is accessed only by individuals with a need to know for the delivery of MOU services.

- 3. Control to prevent unauthorized access and to prevent employees of the Party from providing data to unauthorized individuals.
- 4. Firewall protection.
- 5. Use of encryption methods of electronic data while in transit from the Parties' networks to external networks, when applicable.
- 6. Measures to securely store all data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures, to ensure data shall not be altered or corrupted by third parties. The Parties further represent and warrant that they have implemented and will maintain during the term of this MOU administrative, technical, and physical safeguards and controls consistent with state and federal security requirements.
- B. At termination of this MOU and the records retention period required herein, whichever is later, if feasible, the Parties shall return or destroy all information received from the other Parties. If such return or destruction is not feasible, the Parties shall extend the protections of this MOU to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

XIV. SECURITY BREACH NOTIFICATION

- A. All Parties shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance CalOptima or a PHA experiences or learns of that either compromises or could reasonably be expected to comprise CalOptima or PHA data through unauthorized use, disclosure, or acquisition of CalOptima or PHA data ("Security Breach"), the Party that has identified the potential Security Breach shall notify the other Party of its discovery within twenty four (24) hours. After such notification, the Party that has identified the potential Security Breach of the other Parties' data shall, at its own expense, promptly:
 - 1. Investigate to determine the nature and extent of the Security Breach;
 - 2. Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security; and
 - 3. Report to the other Party the nature of the Security Breach, the data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what has been done or will be done to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action that has been taken or will be taken to prevent future similar unauthorized use or disclosure.

B. The Party, whose data has been breached in violation of applicable law, at its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the breach and who will perform these actions. Actions may include but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event the Party, whose data has been breached, determines that additional action(s) are required, the other Party shall bear the reasonable costs to remedy the breach. In the event the Party, whose data has been breached, conducts additional actions(s) arising out of or in connection with a Security Breach, the other Party shall reimburse the Party, whose data has been breached, for costs associated to legally required actions.

XV. NOTICES

A. All notices required by this MOU shall be submitted to the addresses in this section. Any notice not related to termination of this MOU may be submitted electronically to the address set forth below.

Orange County Housing Authority

1501 E St. Andrew Place Santa Ana, CA 92705

Anaheim Housing Authority 201 S Anaheim Boulevard Suite 201, 2nd Floor P.O. Box 3222 Anaheim, CA 92803-9987

Garden Grove Housing Authority 12966 Euclid St, Suite 150 Garden Grove 92840

Santa Ana Housing Authority 20 Civic Center Plaza Santa Ana, CA 92701

CalOptima: Attn: Contracting Department - Director of Contracting 505 City Parkway West Orange, CA 92868 Email:

B. All mailed notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above.

[signature pages follow]

In Witness Whereof, the Parties have signed this by their duly authorized representatives, effective as of the Effective Date.

CALOPTIMA HEALTH

Signature

Yunkyung Kim

Chief Operating Officer

Date

APPROVED AS TO FORM [insert entity]

Date: _____

ORANGE COUNTY HOUSING AUTHORITY ORANGE COUNTY COMMUNITY RESOURCES

Signature

Julia Bidwell

Print Name

Executive Director

Title

Date

Approved as to Form: Office of the County Counsel Orange County, California

John Cleveland, County Counsel

Date

ANAHEIM HOUSING AUTHORITY

Signature

Grace Stepter

Print Name

Executive Director

Title

Date

Approved as to Form:

Ryan Hodge, Deputy City Attorney

Date

ATTEST:

By: _____

City Clerk

GARDEN GROVE HOUSING AUTHORITY

Signature

Lisa Kim

Print Name

Executive Director

Title

Date

Attest:

Secretary

Date

SANTA ANA HOUSING AUTHORITY

Signature

Michael L. Garcia

Print Name

Executive Director

Title

Date

Approved as to Form:

Jose Montoya, Assistant City Attorney

Date

ATTEST:

By: _____

Jennifer Hall, Recording Secretary

<u>Exhibit A</u>

CalAIM Housing and Health Services Voluntary Consent Form to Release, Share, and Disclose Confidential Information

Orange County Health Authority dba CalOptima Health is a public agency that provides health care coverage for Orange County residents who are eligible for Medi-Cal. CalOptima Health is working alongside the **ORANGE COUNTY HOUSING AUTHORITY** (Housing Authority) to ensure that any interested housing choice or special purpose voucher applicants/participants are not only enrolled for Medi-Cal, if eligible, but also, receiving any and all benefits that they are eligible for and interested in receiving, including available housing navigation opportunities.

By signing below, I voluntarily agree to allow the Housing Authority to disclose to CalOptima Health the minimum information necessary about me to confirm enrollment in Medi-Cal and provide the services described herein, including confidential information and personally identifying information,¹ for the following purposes:

- 1. To determine my current enrollment status in Medi-Cal or my interest in registering for Medi-Cal.
- 2. To aid me in accessing the benefits available through CalAIM,² including case management, and assist in providing temporary and or/permanent housing opportunities.
- 3. To assist in making referrals for various health care benefits, including, but not limited to, CalAIM Enhanced Care Management and Community Supports.³
- 4. To monitor the services, I receive to ensure they are beneficial.

By signing below, I further acknowledge and agree that CalOptima Health may contract with third party Medi-Cal providers to provide services to me. For purposes of this form, CalOptima's contracted Medi-Cal providers include providers that perform the following categories of services: CalAIM Enhanced Care Management and Community Supports. I understand, agree, and authorize Housing Authority and CalOptima to disclose information about me for the purposes described above. Please note that the list of CalOptima's contracted Medi-Cal providers can change frequently and without notice, and therefore the website should be consulted for the most recent list: https://www.caloptima.org/en/ForMembers/Medi-Cal/FindAProvider. This Voluntary

¹ For example, this information may include full name, date of birth, social security number and contact information to assist in coordinating Medi-Cal related benefits or CalOptima services.

² CalAIM is the California Advancing and Innovating Medi-Cal initiative, which the California Department of Health Care Services launched to improve quality of life and health outcomes for the Medi-Cal population by using Medi-Cal as a tool to address challenges facing Medi-Cal members. CalOptima, as a Medi-Cal health plan, participates in CalAIM and assists its Medi-Cal members in obtaining benefits under CalAIM.

³ These services may include: housing transition navigation services, housing deposits, housing tenancy and sustaining services, short-term post-hospitalization housing, recuperative care, respite services, day habilitation services, asthma remediation, medically tailored meals/medically-supportive food, community transition services/nursing facility transition to a home, personal care and homemaker services, environmental accessibility adaptations, and nursing facility transition/diversion to assisted living facilities such as residential care facilities for elderly and adult residential facilities. CalOptima will assist you in determining for which CalAIM services you are eligible.

Consent Form is effective on the date provided below. Unless otherwise revoked earlier in writing, this authorization expires five (5) years after the date you sign.

I understand that I may terminate this Voluntary Consent Form at any time by submitting a written notice to the Housing Authority. Termination of this Voluntary Consent Form will not apply to information that was shared under this Voluntary Consent Form prior to its termination. I confirm that I have read the preceding information, agree to its contents, and have received a copy of this form. I also understand that signing this form is voluntary and that I am not required to sign this form. Treatment, payment, or eligibility for benefits provided by the Housing Authority, CalOptima, and CalOptima's contracted Medi-Cal providers will not be affected if I do not sign this form. Any questions that I may have had have been answered fully and to my satisfaction. I am the individual indicated below, the individual's legal representative, or am otherwise authorized by the individual to sign the below and accept these terms on their behalf. If I am not the individual, I understand and agree that any references to "I", "you", or "my" are deemed to include the individual.
Head of Household or Legal	Representative (Print Full Legal Name)	Signature	Date
Home Address	City	State	Zip Code
Email Address	Date of Birth	,	Telephone number
Co-Head/Other Adult or Le	gal Representative (Print Full Legal Name)	
Signature		Date	
		,	T. 1 1
Email Address	Date of Birth		Telephone number
Other Adult or Legal Repro	esentative (Print Full Legal Name)		
Signature		Date	
Email Address	Date of Birth	,	Telephone number
	Due of Dira		
Other Adult or Legal Repr	esentative (Print Full Legal Name)		
Signature		Date	
Email Address	Date of Birth	,	Telephone number

<u>Exhibit A</u>

CalAIM Housing and Health Services Voluntary Consent Form to Release, Share, and Disclose Confidential Information

Orange County Health Authority dba CalOptima Health is a public agency that provides health care coverage for Orange County residents who are eligible for Medi-Cal. CalOptima Health is working alongside the **ANAHEIM HOUSING AUTHORITY** (Housing Authority) to ensure that any interested housing choice or special purpose voucher applicants/participants are not only enrolled for Medi-Cal, if eligible, but also, receiving any and all benefits that they are eligible for and interested in receiving, including available housing navigation opportunities.

By signing below, I voluntarily agree to allow the Housing Authority to disclose to CalOptima Health the minimum information necessary about me to confirm enrollment in Medi-Cal and provide the services described herein, including confidential information and personally identifying information,⁴ for the following purposes:

- 1. To determine my current enrollment status in Medi-Cal or my interest in registering for Medi-Cal.
- 2. To aid me in accessing the benefits available through CalAIM,⁵ including case management, and assist in providing temporary and or/permanent housing opportunities.
- 3. To assist in making referrals for various health care benefits, including, but not limited to, CalAIM Enhanced Care Management and Community Supports.⁶
- 4. To monitor the services, I receive to ensure they are beneficial.

By signing below, I further acknowledge and agree that CalOptima Health may contract with third party Medi-Cal providers to provide services to me. For purposes of this form, CalOptima's contracted Medi-Cal providers include providers that perform the following categories of services: CalAIM Enhanced Care Management and Community Supports. I understand, agree, and authorize Housing Authority and CalOptima to disclose information about me for the purposes described above. Please note that the list of CalOptima's contracted Medi-Cal providers can change frequently and without notice, and therefore the website should be consulted for the most recent list: https://www.caloptima.org/en/ForMembers/Medi-Cal/FindAProvider. This Voluntary

⁴ For example, this information may include full name, date of birth, social security number and contact information to assist in coordinating Medi-Cal related benefits or CalOptima services.

⁵ CalAIM is the California Advancing and Innovating Medi-Cal initiative, which the California Department of Health Care Services launched to improve quality of life and health outcomes for the Medi-Cal population by using Medi-Cal as a tool to address challenges facing Medi-Cal members. CalOptima, as a Medi-Cal health plan, participates in CalAIM and assists its Medi-Cal members in obtaining benefits under CalAIM.

⁶ These services may include: housing transition navigation services, housing deposits, housing tenancy and sustaining services, short-term post-hospitalization housing, recuperative care, respite services, day habilitation services, asthma remediation, medically tailored meals/medically-supportive food, community transition services/nursing facility transition to a home, personal care and homemaker services, environmental accessibility adaptations, and nursing facility transition/diversion to assisted living facilities such as residential care facilities for elderly and adult residential facilities. CalOptima will assist you in determining for which CalAIM services you are eligible.

Consent Form is effective on the date provided below. Unless otherwise revoked earlier in writing, this authorization expires five (5) years after the date you sign.

I understand that I may terminate this Voluntary Consent Form at any time by submitting a written notice to the Housing Authority. Termination of this Voluntary Consent Form will not apply to information that was shared under this Voluntary Consent Form prior to its termination. I confirm that I have read the preceding information, agree to its contents, and have received a copy of this form. I also understand that signing this form is voluntary and that I am not required to sign this form. Treatment, payment, or eligibility for benefits provided by the Housing Authority, CalOptima, and CalOptima's contracted Medi-Cal providers will not be affected if I do not sign this form. Any questions that I may have had have been answered fully and to my satisfaction. I am the individual indicated below, the individual's legal representative, or am otherwise authorized by the individual to sign the below and accept these terms on their behalf. If I am not the individual, I understand and agree that any references to "I", "you", or "my" are deemed to include the individual.

Head of Household or Lega	I Representative (Print Full Legal Name)	Signature	Date
Home Address	City	State	Zip Code
Email Address	Date of Birth		Telephone number
Co-Head/Other Adult or Le	egal Representative (Print Full Legal Name	2)	
Signature		Date	
Email Address	Date of Birth		Telephone number
	Dur of Dim		
Other Adult or Legal Repr	esentative (Print Full Legal Name)		
Signature		Date	
Email Address	Date of Birth		Telephone number
	Dute of Diffi		
Other Adult or Legal Repr	esentative (Print Full Legal Name)		
Signature		Date	
Email Address	Date of Birth		Telephone number

<u>Exhibit A</u>

CalAIM Housing and Health Services Voluntary Consent Form to Release, Share, and Disclose Confidential Information

Orange County Health Authority dba CalOptima Health is a public agency that provides health care coverage for Orange County residents who are eligible for Medi-Cal. CalOptima Health is working alongside the **GARDEN GROVE HOUSING AUTHORITY** (Housing Authority) to ensure that any interested housing choice or special purpose voucher applicants/participants are not only enrolled for Medi-Cal, if eligible, but also, receiving any and all benefits that they are eligible for and interested in receiving, including available housing navigation opportunities.

By signing below, I voluntarily agree to allow the Housing Authority to disclose to CalOptima Health the minimum information necessary about me to confirm enrollment in Medi-Cal and provide the services described herein, including confidential information and personally identifying information,⁷ for the following purposes:

- 1. To determine my current enrollment status in Medi-Cal or my interest in registering for Medi-Cal.
- 2. To aid me in accessing the benefits available through CalAIM,⁸ including case management, and assist in providing temporary and or/permanent housing opportunities.
- 3. To assist in making referrals for various health care benefits, including, but not limited to, CalAIM Enhanced Care Management and Community Supports.⁹
- 4. To monitor the services, I receive to ensure they are beneficial.

By signing below, I further acknowledge and agree that CalOptima Health may contract with third party Medi-Cal providers to provide services to me. For purposes of this form, CalOptima's contracted Medi-Cal providers include providers that perform the following categories of services: CalAIM Enhanced Care Management and Community Supports. I understand, agree, and authorize Housing Authority and CalOptima to disclose information about me for the purposes described above. Please note that the list of CalOptima's contracted Medi-Cal providers can change frequently and without notice, and therefore the website should be consulted for the most recent list: https://www.caloptima.org/en/ForMembers/Medi-Cal/FindAProvider. This Voluntary

⁷ For example, this information may include full name, date of birth, social security number and contact information to assist in coordinating Medi-Cal related benefits or CalOptima services.

⁸ CalAIM is the California Advancing and Innovating Medi-Cal initiative, which the California Department of Health Care Services launched to improve quality of life and health outcomes for the Medi-Cal population by using Medi-Cal as a tool to address challenges facing Medi-Cal members. CalOptima, as a Medi-Cal health plan, participates in CalAIM and assists its Medi-Cal members in obtaining benefits under CalAIM.

⁹ These services may include: housing transition navigation services, housing deposits, housing tenancy and sustaining services, short-term post-hospitalization housing, recuperative care, respite services, day habilitation services, asthma remediation, medically tailored meals/medically-supportive food, community transition services/nursing facility transition to a home, personal care and homemaker services, environmental accessibility adaptations, and nursing facility transition/diversion to assisted living facilities such as residential care facilities for elderly and adult residential facilities. CalOptima will assist you in determining for which CalAIM services you are eligible.

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- 1. To determine my current enrollment status in Medi-Cal or my interest in registering for Medi-Cal.
- 2. To aid me in accessing the benefits available through CalAIM,¹¹ including case management, and assist in providing temporary and or/permanent housing opportunities.
- 3. To assist in making referrals for various health care benefits, including, but not limited to, CalAIM Enhanced Care Management and Community Supports.¹²
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Head of Household or Lega	I Representative (Print Full Legal Name)	Signature	Date
Home Address	City	State	Zip Code
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Email Address	Date of Birth		Telephone number
		<u>``</u>	
Co-Head/Other Adult or Le	egal Representative (Print Full Legal Name	2)	
Signature		Date	
Email Address	Date of Birth	F	Felephone number
Other Adult or Legal Repr	resentative (Print Full Legal Name)		
Signature		Date	
Email Address	Date of Birth	r	Felephone number
			A
Other Adult or Legal Repr	resentative (Print Full Legal Name)		
Signatura		Data	
Signature		Date	
Email Address	Date of Birth	r	Felephone number

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Teresa Pomeroy
Dept.:	Director	Dept.:	Secretary
Subject:	Receive and file the minutes from the meeting held on November 28, 2023. (Action Item)		1/23/2024

Attached are the minutes from the meeting held on November 28, 2023, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description Minutes **Upload Date** 1/18/2024

Type Minutes File Name ha-min_11_28_2023.pdf

MINUTES

GARDEN GROVE HOUSING AUTHORITY

Regular Meeting

Tuesday, November 28, 2023

Community Meeting Center 11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE MEETING

At 6:35 p.m., Chair Brietigam convened the meeting in the Council Chamber.

ROLL CALL	PRESENT:	(9)	Commissioners Beckles, O'Neill, Tran, Jones, DoVinh, Klopfenstein, Nguyen, Vice Chair Nguyen-Penzloza, Chair Brietigam

ABSENT: (0) None

ORAL COMMUNICATIONS

Speakers: None.

RECEIVE AND FILE THE HOUSING AUTHORITY STATUS REPORT FOR OCTOBER 2023 (F: H-117.2)

It was moved by Commissioner O'Neill, seconded by Commissioner Nguyen-Penaloza that:

The October 2023 Housing Authority Status Report, be received and filed.

The motion carried by a 9-0 vote as follows:

Ayes:	(9)	Beckles, O'Neill, Tran, Jones, DoVinh,
		Klopfenstein, Nguyen, Nguyen-Penaloza,
		Brietigam
Noes:	(0)	None

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON OCTOBER 24, 2023 (F: Vault)

It was moved by Commissioner O'Neill, seconded by Commissioner Nguyen-Penaloza that:

Minutes from the meeting held on October 24, 2023, be received and filed.

The motion carried by a 9-0 vote as follows:

Ayes:	(9)	Beckles, O'Neill, Tran, Jones, DoVinh,
		Klopfenstein, Nguyen, Nguyen-Penaloza,
		Brietigam
Noes:	(0)	None

ADJOURNMENT

At 6:36 p.m., Chair Brietigam adjourned the meeting. The next Regular Housing Authority Meeting is scheduled for Tuesday, January 23, 2024, at 5:30 p.m., in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy Secretary