

Attachment A

Non-Binding Memorandum of Understanding

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THIS NON-BINDING MEMORANDUM OF UNDERSTANDING (“MOU”) is made by the Department of Housing and Community Development, a public agency of the State of California (“HCD”), and _____, a _____ (“Local Public Entity”). HCD and Local Public Entity are sometimes referred to collectively and individually as “Parties” or “Party,” as indicated by the relevant context. This MOU is dated _____, 2021 for reference purposes only, and it shall become operative on the date of the last signature hereto.

Recitals

- A. WHEREAS**, the federal Consolidated Appropriations Act, 2021 (the “Act”) was passed into law on December 21, 2020. The Act included an allocation of \$25 billion for the Emergency Rental Assistance Program (ERAP) nationwide to be distributed to states based on a state’s proportional rate of the total United States population according to 2019 Census data. The State of California was subsequently allocated approximately \$2.65 billion in rental assistance support; local governments may access up to 45 percent of a state’s allocation;
- B. WHEREAS**, on December 16, 2020, the California Legislature introduced Senate Bill 91. It was signed into law on January 29, 2021. It sets the rules for the use of funds to reimburse qualifying tenants and landlords for most unpaid rent accrued since the COVID-19 pandemic shut down the economy last spring. Assembly Bill 81, which took effect February 23, 2021, revised the law created by Senate Bill 91. Senate Bill 91 and Assembly Bill 81 will be collectively referred to herein as “SB 91”;
- C. WHEREAS**, SB 91 created a program (“Program”) to serve non-entitlement jurisdictions and jurisdictions wishing to opt-in to the Program to reduce administrative burdens, standardize the fund reimbursement process, and more effectively deploy resources consistent with California and federal law. Funds will be reserved for jurisdictions based on their population to ensure geographical coverage of the entire state. Entitlement jurisdictions may also appropriate their direct federal allocation to the State and opt-in to the Program. The State will reserve the federally allocated amount with a portion of the State allocation for that jurisdiction;
- D. WHEREAS**, Local Public Entity is planning to distribute its direct federal allocation of ERAP funds and has requested that HCD administer the Local Public Entity’s state allocation of funds. This is referred to as “Option C”.
- E. WHEREAS**, qualifying landlords and tenants (“Awardees”) have executed a written authorization for Local Public Entity to share Awardees’ respective information between HCD and Local Public Entity (“Waiver”); and
- F. WHEREAS**, HCD’s and Local Public Entity’s goal in entering into this MOU is to cooperate, and to share certain limited, specified information, as so authorized, in order to avoid duplication of benefits referenced in Health and Safety Code section 50897.3(b)(2)(B).

Understanding

NOW, THEREFORE, in connection with the above recitals and the provisions hereinafter set forth, the Parties hereby mutually represent their understanding of their relationship as follows:

1. Recitals. Each of the above recitals is incorporated herein as true and correct and is relied upon by the Parties.
2. Information to be Shared. The following information obtained from an Awardee's Program application will be referred to collectively herein as "the Information": (a) Awardee's name, (b) address, (c) income level, and (d) amount of ERAP funds received under the Program.
3. General Statement of Responsibilities. HCD serves as the administering agency of the Program. There is no privity of contract between HCD and Local Public Entity.
4. HCD's Specific Role. HCD shall not be obligated or have any liability, nor shall it in any event provide compensation to Local Public Entity, for any of the matters described herein.
5. Local Public Entity's Specific Role. Upon reasonable written request by HCD, Local Public Entity will share the Information with HCD.
6. Term. This MOU shall be operative for one (1) year from the date of the last signature hereto, unless it is properly amended in accordance with the terms herein.
7. Amendment. No amendment or variation of this MOU shall be valid unless made in writing, signed by an authorized representative of each Party, and approved as required. Such amendment shall take effect on the date of the last authorized signature thereto.
8. Termination. HCD may terminate this MOU at any time, in its sole and absolute discretion and without cause, by providing 15 days' prior written notice to Local Public Entity.
9. Legal Effect. This MOU is only intended to describe the Parties' understanding of how they will cooperate, and share information, as authorized, in order to avoid duplication of benefits. Nothing in this document shall be interpreted to confer a legal right or to impose a legal obligation on either of the Parties.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date of the last signature below:

“HCD”

Date: _____

By: _____

Its: _____

“Local Public Entity”

Date: _____

By: _____

Its: _____