DATE:    July 20, 2021

TO:       Chairman and Housing Authority Members

FROM:     Section 8, Housing, and Community Development Block Grant Department

SUBJECT:  Memorandum of Understanding with Los Angeles Homeless Services Authority (LAHSA) for Emergency Housing Vouchers

RECOMMENDATION:
It is recommended that the Chairman and Housing Authority Board Members take the following actions:

1. Approve a Memorandum of Understanding (MOU) with LAHSA for Emergency Housing Voucher (EHV) referrals; and
2. Authorize the Chairman to execute the MOU with LAHSA.

BACKGROUND:
On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (P.L. 117-2) into law, which provides over $1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, state and local governments, individuals, and businesses.

On May 5, 2021, the Department of Housing and Urban Development (HUD) issued Public and Indian Housing (PIH) Notice 2021-15 (HA) as part of the American Rescue Plan Act to issue and allocate up to 70,000 Emergency Housing Vouchers (EHVs) to public housing agencies (PHAs).

PIH notice 2021-15 authorized Emergency Housing Vouchers (EHV) to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family’s homelessness or having high risk of housing instability.

As required by PIH notice 2021-15, the Housing Authority must enter into a Memorandum of Understanding (MOUs) with the local Continuum of Care (CoC). The City of Inglewood is located in South Bay / Harbor Service Planning Area (SPA) 8 and the Los Angeles Homeless Services Authority (LAHSA) is the City of Inglewood’s assigned CoC.

DISCUSSION:
The Inglewood Housing Authority (IHA) has accepted HUD’s offer to administer 91 Emergency Housing Vouchers and associated funding, which has been available since July 1, 2021. One of the requirements under the EHV guidance is that the Housing Authority must enter into
Memorandums of Understanding with the Continuum of Care, as a way to help ensure that the vouchers are being utilized with the maximum positive effect for the community.

The EHV’s will be administered through the Section 8 Division and will adhere to the same policies and procedures set forth under the regular Housing Choice Voucher (HCV) Program. Currently, the Section 8 Division is administering approximately 1,300 HCVs and the additional 91 vouchers will be processed via a referral process from LAHSA.

**LAHSA OVERVIEW:**
A CoC is a regional or local planning body that coordinates housing and services funding for homeless families and individuals. HUD requires communities to submit a single application for McKinney-Vento Homeless Assistance Grants in order to streamline the funding application process, encourage coordination of housing and service providers on a local level, and promote the development of CoCs. A lead agency is designated to coordinate and submit the annual application. LAHSA is the lead agency for the Los Angeles CoC.

According to HUD, a CoC is “a community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.” HUD identifies four necessary parts of a continuum:

- Outreach, intake and assessment
- Emergency shelter
- Transitional housing with supportive services
- Permanent & permanent supportive housing with services if needed

CoCs are responsible for managing and tracking the homeless systems of care in their community. One of the most important activities entrusted to CoCs is the biannual count of the homeless population and an annual enumeration of emergency systems and transitional housing units and beds that make up the homeless assistance systems. These counts provide an overview of the state of homelessness in a CoC and offer the information necessary to redirect services, funding, and resources, as necessary.

**FINANCIAL/FUNDING ISSUES AND SOURCES:**
There is no impact to the General Fund. The IHA will receive additional housing assistance funding and administrative fees for the emergency vouchers.

**DESCRIPTION OF ANY ATTACHMENTS:**
Attachment No. 1 – Memorandum of Understanding (MOU)

**PREPARED BY:**
Isabel Soto, Acting Assistant Manager
Roberto Chavez, HUD Programs Manager

**COUNCIL PRESENTER:**
Roberto Chavez, HUD Programs Manager
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD/ASSISTANT CITY MANAGER APPROVAL: [Signature]
David L. Esparza, Assistant City Manager/CFO

EXECUTIVE DIRECTOR APPROVAL: [Signature]
Artie Fields, Executive Director
ATTACHMENT NO. 1
MEMORANDUM OF UNDERSTANDING –
EMERGENCY HOUSING VOUCHER PROGRAM

BETWEEN

HOUSING AUTHORITY OF THE CITY OF INGLEWOOD
ONE W. MANCHESTER BLVD. SUITE 750
INGLEWOOD, CA 90301

AND

LOS ANGELES CONTINUUM OF CARE
LOS ANGELES HOMELESS SERVICES AUTHORITY
707 WILSHIRE BOULEVARD, 10TH FLOOR, LOS ANGELES, CA 90017

This Memorandum of Understanding ("MOU") is made and entered into by and between the Inglewood Housing Authority ("IHA") and the Los Angeles Homeless Services Authority ("LAHSA") as the Collaborative Applicant for the Los Angeles Continuum of Care ("CoC") and will commence on the date of the execution of the last signatory.

I. Introduction and Goals:

a. On behalf and as the lead agency of the CoC, LAHSA, and IHA commit to administering the Emergency Housing Vouchers ("EHV") Program ("Program").


c. IHA and LAHSA have shared goals and standards for success of the Program. The Program will be deemed successful if 10 EHV planned monthly referrals are processed beginning from July 1, 2021 through March 3, 2022.

d. The names and staff positions at IHA and LAHSA who will serve as the lead Program liaisons are as follows:

Name and title of IHA staff position:

Roberto Chavez, HUD Programs Manager

Name and title of LAHSA (CoC) staff position:

Amy Perkins, Special Projects Advisor

II. Populations eligible for EHV assistance to be referred by CoC:

The following lists the eligible populations for the EHV program:
Eligible Households

Individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking or another eligible category as applicable.

Recently Homeless and for whom providing rental assistance will prevent the individual’s or family’s homelessness or having high risk of housing instability, including households requesting a VAWA Emergency Transfer.

Homeless

At risk of homelessness

Prioritization will be determined by the Coordinated Entry System.

III. Services Provided to Eligible EHV Households:

a. Security Deposits: Security deposit fees will be provided by LAHSA to the extent possible.

b. IHA, LAHSA, and/or a partnering service provider will further assist individuals and families in the Program by providing the following services:
   i. LAHSA will assist individuals and families with the completion of rental applications and forms, obtain necessary supporting documentation for referrals and applications for assistance, and assist with addressing or mitigating barriers to leasing.
   ii. Housing search assistance for eligible individuals and families.
   iii. Partnering service providers will support IHA to ensure appointment notifications to eligible individuals and families, and assist eligible households in attending appointments with IHA.
   iv. IHA will establish timeframes for applicants to complete intake appointments for EHV assistance.
   v. IHA and partnering service providers will provide counseling on compliance with lease requirements.
   vi. Partnering service providers will assess and refer individuals and families to benefits and supportive services, where applicable.

IV. IHA Roles and Responsibilities:

a. IHA will coordinate and consult with LAHSA in developing the Program services and assistance to be offered under the EHV services fee.

b. IHA will accept direct referrals for eligible individuals, families, and survivors of domestic violence, dating violence, sexual assault, stalking, and human trafficking through the CoC Coordinated Entry System ("CES") implemented by LAHSA.

c. IHA will notify LAHSA if a referral has been rejected.

d. IHA will establish a unit with dedicated employees to ensure that the application, certification, voucher issuance, unit inspection, and lease up processes are completed in accordance with the Program operating requirements.
e. IHA must receive documentation provided by LAHSA, which verifies that the individual or family meets one of the four eligible categories for EHV assistance.

f. IHA, with the support of partnering service providers, will ensure appointment notifications to eligible individuals and families, and assist eligible households in attending appointments with IHA.

g. IHA will establish timeframes for applicants to complete intake appointments for EHV assistance.

h. IHA, along with partnering service providers, will provide counseling on compliance with lease requirements.

i. IHA will process 10 EHV planned monthly referrals from July 1, 2021 through March 3, 2022.

j. IHA will comply with the provisions of this MOU.

V. LAHSA Roles and Responsibilities:

a. LAHSA will coordinate and consult with IHA in developing the Program services and assistance to be offered under the EHV services fee.

b. LAHSA will refer eligible individuals, families, and survivors of domestic violence, dating violence, sexual assault, stalking, and human trafficking, to IHA via the CES.

c. LAHSA must provide documentation to IHA, which verifies that the individual or family meets one of the four eligible categories for EHV assistance. Please see Addendum 1 for the locally preferred populations to be targeted in alignment with the priorities established by the CES.

d. LAHSA will support eligible applicants in completing applications and obtaining the necessary supporting documentation (self-certifications, birth certificate, social security card, etc.) to be submitted to IHA.

e. Information regarding survivors of domestic violence, sexual assault and human trafficking will be maintained and/or shared in compliance with federal, state, and local law to ensure confidentiality.

f. LAHSA will attend EHV applicant briefings when needed.

g. LAHSA will assess all applicants, who are referred for EHV assistance, for mainstream benefits and supportive services available to support eligible applicants through their transition.

h. LAHSA will identify and provide supportive services to EHV participants, as needed. However, participants are not required to participate in supportive services.

i. LAHSA will send to IHA 10 EHV planned monthly referrals beginning from July 1, 2021 through March 3, 2022.

j. LAHSA will comply with the provisions of this MOU.

VI. Program Evaluation:

a. IHA and LAHSA agree to cooperate with the U.S. Department of Housing and Urban Development (“HUD”), to provide any and all requested data to HUD or a HUD-approved contractor who has been delegated the responsibility of program evaluation, and follow all evaluation protocols established by HUD or the HUD-approved contractor, including possible random assignment procedures. All named agencies will
communicate on an on-going and as needed basis to ensure that HUD receives any requested information.

VII. General MOU Provisions:

a. Counterparts and Electronic Signatures. This MOU may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The email or other electronically delivered signature of the Parties shall be deemed to constitute original signatures, and electronic copies hereof shall be deemed to constitute duplicate originals.

b. Hold harmless / Indemnity. Government Code Section 895.2 imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code Section 895. Pursuant to Government Code Section 895.4 and 895.6, LAHSA and IHA shall each assume the full liability imposed upon them, or any of their respective officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring during the performance of this Agreement and any sub-agreements entered into pursuant thereto. LAHSA and IHA indemnify and hold harmless one another for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code Section 895.2. The parties’ covenants and obligations contained herein shall survive the expiration or termination of this Agreement.

c. Insurance. The Parties represent that they maintain sufficient insurance coverages through self-insurance and third-party coverage to meet their respective indemnity and hold harmless obligations as set forth under this agreement.

d. Confidentiality and Data Security. The Parties acknowledge that all Personally identifiable information will be held confidential in accordance with the Federal Privacy Act of 1974, and all applicable Federal and state laws.

e. Modification and Termination. This MOU may be modified by the mutual consent of the Parties by the issuance of a written amendment, signed and dated by the Parties. The MOU may be terminated for any reason by either party upon sixty (60) days written notice. Notwithstanding early termination, the term of this MOU shall end on September 30, 2023, unless extended by mutual agreement of the Parties.
SIGNATURES

IN WITNESS WHEREOF, the IHA and LAHSA have caused this MOU to be executed by their duly authorized representatives.

FOR: INGLEWOOD HOUSING AUTHORITY

By: ______________________________
Print Name: James T. Butts, Jr.
Title: Chairperson

Executed on this: ______________

ATTESTATION FOR INGLEWOOD HOUSING AUTHORITY:

By: ______________________________
Print Name: Aisha L. Thompson
Title: Secretary

Executed on this: ______________

FOR: LOS ANGELES HOMELESS SERVICES AUTHORITY

By: ______________________________
Print Name: Heidi Marston
Title: Executive Director

Executed on this: ______________

APPROVED AS TO FORM FOR INGLEWOOD HOUSING AUTHORITY:

By: ______________________________
Print Name: Kevin R. Campos
Title: General Counsel

Executed on this: ______________
Local Preferences Addendum

The American Rescue Plan Act allows the U.S. Department of Housing and Urban Development ("HUD") to waive provisions of any relevant statutes or regulations used to administer the Emergency Housing Voucher ("EHV") Program ("Program"). Pursuant to the PIH 2021-15 Notice, the Secretary of HUD has waived § 982.204(f) to establish an alternative requirement under which the public housing authority ("PHA") shall maintain a separate waiting list for EHV referrals/applicants to help expedite the leasing process, both at initial leasing and for any turnover vouchers that may be issued prior to the September 30, 2023 turnover voucher cut-off date.

The HUD Secretary also waived 24 CFR § 982.207(a), and established an alternative requirement that the local preferences established by the PHA for Housing Choice Voucher admissions do not apply to EHV, PHAs, in coordination with the Continuum of Care ("CoC") and other referral partners, may choose separate local preferences for EHV waiting list. In establishing any local preferences for the EHV waiting list, the preference may not prohibit EHV admissions from any of the four qualifying categories of eligibility. The preference system prioritizes the order in which families on the EHV waiting list are assisted but does not allow the PHA to refuse to accept a referred family that meets one of the four EHV eligibility categories.

For purposes of this Program, [The Inglewood Housing Authority have chosen to give local preference to the EHV waiting list, as follows:

1. Families or individuals currently receiving a rent subsidy in the City of Inglewood that is short term (12 or 24 months and will expire) and are in the populations prioritized by the CES EHV Interim Policy.
2. Families or individuals currently or formerly living in the City of Inglewood and in the populations prioritized by the CES EHV Interim Policy. No proof of residency will be required.