DATE: July 20, 2021

TO: Chairman and Housing Authority Members

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

SUBJECT: Interagency Agreement with the Los Angeles County Development Authority (LACDA) and the Inglewood Housing Authority (IHA) to Project-Base Veterans Affairs Supportive Housing (VASH) Vouchers

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

1. Approve the Interagency Agreement between the Los Angeles County Development Authority (LACDA) and the Inglewood Housing Authority (IHA) relating to provide rental assistance for special needs populations and very-low income families in the County of Los Angeles; and
2. Authorize the Chairman to execute the Interagency agreement, hereinafter referred to as the “Agreement” between the Los Angeles County Development Authority (LACDA) and the Inglewood Housing Authority (IHA) to project-base Veterans Affairs Supportive Housing (VASH) Vouchers in IHA’s jurisdiction.

BACKGROUND:
The LACDA received special federal funding from the Department of Housing and Urban Development (HUD) to provide housing and supportive services to veterans of the United States military services.

Project-based vouchers (PBVs) are a component of a public housing agency’s (PHA’s) Housing Choice Voucher (HCV) program. PHAs are not allocated additional funding for PBV units; the Public Housing Authority (PHA) uses its tenant-based voucher funding to allocate project-based units to a project. LACDA is requesting to exercise the authority under 24 Code of Federal Regulation (CFR) Part 983. The PBV program is administered by a PHA that already administers the tenant-based voucher program under an annual contributions contract (ACC) with HUD. In the PBV program, the assistance is “attached to the structure.”

Under a development agreement, the City of Inglewood authorized LINC Housing Corporation to build a 4-story, mixed-use building “Fairview Heights Apartments,” hereinafter referred to as the “Project,” to include 5,000 square feet of commercial space and 101 affordable housing apartment units. As such, LINC Housing is requesting that LACDA provides Project-Based VASH vouchers for this project. The project is located at 923 East Redondo Boulevard Inglewood, California 90302. Although the IHA administers an allocation of VASH vouchers and is capable of Project-Basing part of its HCVs, LINC Housing Corporation’s timing and VASH voucher request are not currently in line with the IHA’s strategy and goals.

H-3.
DISCUSSION:
Through this interagency agreement, LACDA intends to project-base a portion of their HUD VASH vouchers allocation in the IHA’s jurisdiction. The term of the Agreement will end on the last day of the Housing Assistance Payment (HAP) contract, including any extension of the HAP. PBV HAP contracts are traditionally for 20 years. LACDA will perform PBV contract administration duties associated with the PBV program for the Project. VASH voucher recipients are considered a special needs population. As such, LACDA and the Department of Veterans Affairs Greater Los Angeles Healthcare System will provide the necessary supportive services.

Under the Agreement, LACDA would administer and fund the project-based vouchers at Fairview Heights Apartments. The IHA would have no financial or administrative obligations. Future renewals of the project-based voucher contract between LACDA and Fairview Heights Apartments would be subject to IHA approval and the extension of the interagency agreement.

FINANCIAL/FUNDING ISSUES AND SOURCES:
There is no fiscal impact to the General Fund.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 - Interagency Agreement

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

COUNCIL PRESENTER:
Robert 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
INTERAGENCY AGREEMENT BETWEEN

THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY AND

THE INGLEWOOD HOUSING AUTHORITY

RELATING TO THE PROJECT-BASED VOUCHER PROGRAM

This Interagency Agreement (Agreement) is made and entered into by and between the Los Angeles County Development Authority, hereinafter referred to as “LACDA” and the Inglewood Housing Authority, hereinafter referred to as “IHA” and shall commence on the date of execution of the last signatory.

WHEREAS, the LACDA has received Project-Based Vouchers (PBVs) from the U.S. Department of Housing & Urban Development (HUD) to provide rental assistance for special needs populations and very-low income families in the County of Los Angeles; and

WHEREAS, the LACDA may project-base its Veterans Affairs Supportive Housing (VASH) vouchers, referred to as PBVASH; and

WHEREAS, Linc Housing is requesting PBVASH vouchers from the LACDA for the Fairview project, hereinafter referred to as "Project," located at 923 East Redondo Boulevard in the City of Inglewood; and

WHEREAS, the Project is located within IHA’s jurisdiction; and

WHEREAS, representatives from the LACDA and IHA believe that it would be mutually beneficial and a public service to provide affordable housing for homeless veterans; and

WHEREAS, the LACDA will ensure compliance with the terms and conditions of the PBVASH vouchers issued to the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. PARTIES

   The parties to this Agreement are:

   A) The Los Angeles County Development Authority, a public body, corporate and politic under the laws of the State of California, having its principal office at 700 West Main Street, Alhambra, CA, 91801.
B) The Inglewood Housing Authority, a public body, corporate and politic under the laws of the State of California, having its principle office at 1 Manchester Boulevard, Inglewood, CA 90301.

2. **COMPENSATION**

   There shall be no compensation for any services described in this Agreement.

3. **TERM**

   This Agreement shall commence on the date of execution of the last signatory. This Agreement will terminate on the last day of the Housing Assistance Payments (HAP) contract including any HAP contract extensions between the LACDA and Linc Housing (and any associated Limited Partnership or Limited Liability Company) unless terminated in Accordance with paragraph 4 below.

4. **TERMINATION FOR CONVENIENCE**

   During the term of this Agreement, either party may terminate this Agreement upon thirty (30) days prior written notice (“Notice of Termination”). The Executive Director, President & CEO, or designee for each party is hereby authorized to give such Notice of Termination. The Notice of Termination shall specify the date upon which such termination becomes effective.

5. **LACDA RESPONSIBILITIES**

   The LACDA will perform all PBV contract administration duties associated with the Project-Based Voucher program for the Project. Periodically, at IHA’s request, the LACDA will provide IHA with such information about the PBVs for the Project as may be reasonably required by IHA in the performance of its administrative duties within IHA’s jurisdiction.

6. **IHA RESPONSIBILITIES**

   IHA authorizes the LACDA to administer the PBVs for the Project within IHA’s jurisdiction.

7. **SUBCONTRACTING**

   Neither party shall subcontract any of its responsibilities under this Agreement or permit subcontracted responsibilities to be further subcontracted without prior written approval of the other party.
8. **ASSIGNMENT**

This Agreement or any provision thereof, or any right or obligation arising hereunder is not assignable by the LACDA or IHA in whole or in part without the prior written consent of the other party to this Agreement.

9. **INDEMNIFICATION**

The parties shall have the following indemnification obligations, respectively:

A) IHA shall defend, indemnify, and hold the LACDA and its officers, directors, agents, servants, attorneys, employees and contractors harmless from and against all liability, loss, damage, costs, or expenses including reasonable attorney’s fees and courts costs (all of the foregoing collectively “Liabilities”) arising from or as a result of the death of any person, or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person and which shall be, or alleged to be, directly or indirectly, caused by any acts done thereon or any errors or omissions of IHA or its officers, directors, agents, servants, attorneys, employees or contractors. IHA shall not be responsible for (and such indemnity shall not apply to) any acts, errors or omissions directly or indirectly caused by the LACDA or its officers, directors, agents, servants, attorneys, employees or contractors. The LACDA shall not be responsible for any acts, errors or omissions of any person or entity except the LACDA and its officers, directors, agents, servants, attorneys, employees or contractors. IHA’s obligations under this Subsection 9.A. shall survive the expiration or termination of this Agreement.

B) The LACDA shall defend, indemnify, and hold IHA and its officers, directors, agents, servants, attorneys, employees and contractors harmless from and against all liability, loss, damage, costs, or expenses including reasonable attorney’s fees and courts costs (all of the foregoing collectively “Liabilities”) arising from or as a result of the death of any person, or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person and which shall be, or alleged to be, directly or indirectly, caused by any acts done thereon or any errors or omissions of the LACDA or its officers, directors, agents, servants, attorneys, employees or contractors. The LACDA shall not be responsible for (and such indemnity shall not apply to) any acts, errors or omissions directly or indirectly caused by IHA or its officers, directors, agents, servants, attorneys, employees or contractors. IHA shall not be responsible for any acts, errors or omissions of any person or entity except IHA and its officers, directors, agents, servants, attorneys, employees or contractors. The LACDA’s obligations under this Subsection 9.B. shall survive the expiration or termination of this Agreement.

10. **INDEPENDENT CONTRACTOR STATUS**

The LACDA and IHA shall perform the services as contained herein as independent contractors, not as an employee of the other party or under the other party’s
supervision or control. This Agreement is by and between the LACDA and IHA, and not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between the LACDA and IHA.

11. **SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

12. **INTERPRETATION**

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

13. **WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

14. **ENTIRE AGREEMENT**

This Agreement supersedes any and all other agreements between the parties and constitutes the entire understanding and agreement of the parties.

15. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

16. **AMENDMENTS AND MODIFICATIONS**

Any amendments or modifications to this Agreement must be in writing and shall be made only if executed by the LACDA and IHA.
SIGNATURES

IN WITNESS WHEREOF, the LACDA and IHA, by and through their duly authorized representatives have caused this Agreement to be subscribed to on the date of execution of the last signatory.

INGLEWOOD HOUSING AUTHORITY

By ___________________________
James T. Butts, Jr., Chairperson

Date __________________________

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

By ___________________________
Emilio Salas, Executive Director

Date __________________________

ATTEST:

By ___________________________
Aisha L. Thompson, Secretary

Date __________________________

APPROVED AS TO FORM:

By ___________________________
Kenneth R. Campos, General Counsel

Date __________________________

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
COUNTY COUNSEL

By ___________________________
Elizabeth Pennington, Deputy County Counsel

Date 7/14/21