

MEMORANDUM OF UNDERSTANDING –
EMERGENCY HOUSING VOUCHER PROGRAM

BETWEEN

**THE CITY OF REDONDO BEACH, HOUSING AUTHORITY
1922 ARTESIA BLVD
REDONDO BEACH, CA 90278**

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 City of Redondo Beach, Housing Authority (“RBHA”) 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 RBHA commit to administering the Emergency Housing Vouchers (“EHV”) Program (“Program”).
- b. The Program is authorized by the American Rescue Plan (“ARP”) Act of 2021 (Public Law No. 117-2), in accordance with applicable Housing Choice Voucher (“HCV”) program requirements, including the regulations of 24 CFR Part 982 and the EHV operating requirements as set forth in the May 5, 2021, PIH 2021-15 Notice found at <https://www.hud.gov/sites/dfiles/PIH/documents/PIH2021-15.pdf>, incorporated herein by reference.
- c. RBHA and LAHSA have shared goals and standards for success of the Program. The Program will be deemed successful if 3-5 EHV planned monthly referrals are processed beginning from July 1, 2021 through September 30, 2023.
- d. The names and staff positions at RBHA and LAHSA who will serve as the lead Program liaisons are as follows:

Name and title of RBHA staff position:

Angelica Zavala, Housing Supervisor

Name and title of LAHSA (CoC) staff position:

Klara Payne, Associate Director of Permanent Housing

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

The following lists the eligible populations for the EHV program:

Eligible Households
<i>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.</i>
<i>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.</i>
<i>Homeless</i>
<i>At risk of homelessness</i>

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. RBHA, 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 RBHA to ensure appointment notifications to eligible individuals and families, and assist eligible households in attending appointments with RBHA.
 - iv. RBHA will establish timeframes for applicants to complete intake appointments for EHV assistance.
 - v. RBHA 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. RBHA Roles and Responsibilities:

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

- b. RBHA 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. RBHA will notify LAHSA if a referral has been rejected.
- d. RBHA 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. RBHA must receive documentation provided by LAHSA, which verifies that the individual or family meets one of the four eligible categories for EHV assistance.
- f. RBHA, with the support of partnering service providers, will ensure appointment notifications to eligible individuals and families, and assist eligible households in attending appointments with RBHA.
- g. RBHA will establish timeframes for applicants to complete intake appointments for EHV assistance.
- h. RBHA, along with partnering service providers, will provide counseling on compliance with lease requirements.
- i. RBHA will process 3-5 EHV planned monthly referrals from July 1, 2021 through September 30, 2023.
- j. RBHA will comply with the provisions of this MOU.

V. LAHSA Roles and Responsibilities:

- a. LAHSA will coordinate and consult with RBHA 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 RBHA via the CES.
- c. LAHSA must provide documentation to RBHA, which verifies that the individual or family meets one of the four eligible categories for EHV assistance.
- 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 RBHA.
- 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 RBHA 3-5 EHV planned monthly referrals beginning from July 1, 2021 through September 30, 2023.
- j. LAHSA will comply with the provisions of this MOU.

VI. Program Evaluation:

- a. RBHA 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.* 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.
- 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 RBHA 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 RBHA 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. It is understood and agreed that the authorization allows the Housing Authority of the City of Redondo Beach to share and disclose information with the Los Angeles Homeless Services Authority, Los Angeles County Departments, and other agencies

affiliated with the Coordinated Entry System (CES). This only applies to the shared client's application status for EHV with providers to assist with any technical assistance and troubleshooting that may be needed with their support as the point of contact.

- 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 authorized representatives of 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.
- f. *Local Preferences Addendum.* The Local Preferences Addendum is attached hereto as Exhibit A and incorporated herein by this reference.

SIGNATURES FOLLOW

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

FOR: CITY OF REDONDO BEACH, HOUSING AUTHORITY

By: _____

Print Name: **William C. Brand**

Title: **Chairperson**

Executed on this: _____

APPROVED AS TO FORM FOR CITY OF REDONDO BEACH, HOUSING AUTHORITY

By: _____

Print Name: **Michael W. Webb**

Title: **General Counsel**

Executed on this: _____

ATTESTATION FOR CITY OF REDONDO BEACH, HOUSING AUTHORITY:

By: _____

Print Name: **Eleanor Manzano**

Title: **Secretary**

Executed on this: _____

FOR: LOS ANGELES HOMELESS SERVICES AUTHORITY

By: _____

Print Name: **Molly Rysman**

Title: Acting Co-Executive **Executive Director**

Executed on this: _____

Exhibit A

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 EHVs. PHAs, in coordination with the Continuum of Care (“CoC”) and other referral partners, may choose separate local preferences for EHVs 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 City of Redondo Beach Housing Authority has chosen to give local preference to the EHVs waiting list, as follows:

Local Preference

1. Priority Level A - Group 1 – People affected by VAWA/DV - Fleeing DV, Human Trafficking
2. Priority Level A - Group 2 – People enrolled in Rental Assistance programs (RRH, Shallow Subsidy)
 - a. Interim Housing Sites that are closing (PRK/PHK), Long term enrollment in Interim Housing, Household enrolled in homeless programs that offer case management, housing navigation, Housing search & placement or retention services
3. Priority Level B – Recently Homeless
4. Priority Level C – At risk of homelessness - have received or are receiving prevention services