

**INTERAGENCY AGREEMENT
FOR THE
HOMELESS INCENTIVE
PROGRAM**

This Interagency Agreement is made and entered into this ____day of _____ 2019 by and between the Los Angeles County Development Authority, hereinafter referred to as “LACDA” and the Culver City Housing Authority, hereinafter referred to as the “PHA”.

RECITALS

WHEREAS, LACDA received Homeless Initiative, Strategy B4 Funding (the “Funding”) for Fiscal Year 2019-2020 from the County of Los Angeles (“County”) to assist a total of homeless families; and

WHEREAS, on May 14, 2019, the Board of Supervisors (“Board”) approved funding allocations for each of the Measure H eligible Homeless Initiative strategies that included an allocation to LACDA for Strategy B4; and

WHEREAS, on May 14, 2019, the Board acting as the Board of Commissioners of the Housing Authority of the County of Los Angeles (“HACoLA”) authorized the Executive Director, or her designee, to execute agreements and subsequent amendments with the County required to implement Homeless Initiative strategies; and

WHEREAS, on May 16, 2019, HACoLA was dissolved as a separate legal entity and merged with the Community Development Commission of the County of Los Angeles (“Commission”);

WHEREAS, following the merger the Commission is now known as the Los Angeles County Development Authority (“LACDA”);

WHEREAS, representatives of LACDA and the PHA believe that it would be mutually beneficial, and, indeed, a public service, to accommodate such participants; and

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. LACDA:

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. Culver City Housing Authority (CCHA or PHA):

The CCHA, a public body corporate and politic under the laws of the State of California, having its principal office at 9770 Culver Blvd., Culver City, CA 90232.

2. FUNDING

The amount of funding under this Agreement shall not exceed \$24,750 for Fiscal Year 2019-2020, which shall include all related expenses. For subsequent fiscal years, the yearly amount of funding shall not exceed approved amounts for each respective fiscal year. On a quarterly basis, or upon request, the PHA shall provide LACDA with a list of its expenditures related to the funding.

The PHA shall be funded in accordance with the LACDA's standard accounts payable system.

3. TERM

This Agreement shall commence on as of the day and year first above written and shall remain in full force unless terminated as provided herein.

4. LACDA RESPONSIBILITIES

LACDA, as the program administrator for HIP on the County's behalf, will oversee the expanded Homeless Incentive Program and will:

- Request funding advances on a quarterly basis based on the anticipated activity of the PHA and will pass funds along to the PHA.
- Monitor the PHA's performance under HIP.
- Provide the PHA with technical assistance, including assistance with policies, procedures, systems, etc.
- Provide the PHA with the forms and marketing materials needed to recruit landlords and convene landlord outreach events on behalf of the PHA.
- Provide some access to LACDA's housing advisor unit as needed to assist with housing navigation and client transportation

5. PHA RESPONSIBILITIES

Below are the descriptions of the program components allowable under the Homeless Initiative Strategy B4:

- **Holding Fees** – Landlords are offered one month’s free rent to hold their unit and consider accepting a family/individual with a voucher who needs permanent supportive housing.
 - The PHA actively recruits landlords to participate in HIP by hosting landlord outreach events, and other targeted marketing efforts
 - When an owner expresses interest, the PHA will inspect the unit to determine if it meets minimum housing quality standards. Once the unit passes inspection, the owner enters into an agreement with the PHA to take their unit off the open market. In exchange for this commitment, the owner receives the equivalent of one-month’s rent. The holding fee can be extended to a second month if needed to complete the leasing process.
 - Units secured with holding fees are compiled in a list of available units that is shared with homeless clients in need of permanent supporting housing.
- **Assistance with credit checks and rental application fees**
 - Once a client identifies a unit, they are eligible to receive financial assistance to cover the costs of credit checks and rental application fees. This funding is provided directly to the property owner.
- **Move-In Assistance** – Homeless families and individuals are provided with a listing of available units, preparation for the rental process, transportation to visit units, and financial assistance to cover the security deposit, utilities, and other move-in costs.
 - Clients are provided with available unit listings and are eligible to receive transportation to view prospective units.
 - If the client and owner agree to enter into a lease for the unit, the family/individual is eligible to receive funding to facilitate the move-in process.
 - Clients can receive funding for the security deposit, up to the limit allowed under California law for security deposits.
 - Clients can receive funding to cover costs to establish utilities, including payment of outstanding bills, and utility deposits.

- Other move-in costs can include household supplies, furniture, and other miscellaneous items.
- **Damage Claims** – Landlords may receive assistance to fix damages caused by a tenant with a voucher.
 - If a homeless individual/family vacates a unit and the owner identifies damages that are beyond normal wear and tear, the owner is eligible for vacancy loss.
 - The owner must identify the damages and notify the PHA who will conduct an inspection to confirm the damages.
 - The owner completes the repairs and provides proof of the repairs to the PHA to request payment.
 - The PHA verifies the repairs and processes the damage claim.
 - The owner must first deduct the security deposit from the damages, and the PHA will pay for damages beyond the security deposit up to \$2,000. This is the most the PHA will pay under any circumstances.
 - LACDA previously received funds for damage mitigation. LACDA will make the fund available for the PHA's owners until the funds are expended.

The PHA will submit quarterly reports to the County on program performance metrics/outcomes and budget spend down reports.

Program Performance Metrics:

- Number of landlord/community engagement events attended
- Number of landlord requests to participate in HIP
- Number and amount of incentives provided to landlords (by bedroom size)
- Number of units currently being held (by bedroom size)
- Number of expired unit holds (by bedroom size)
- Number of units leased with HIP incentives (by bedroom size)
- Number and amount of damage mitigation requests
- Number and amount of damage mitigation claims paid
- Number and amount of security deposits paid
- Number and amounts of application fees paid
- Number of tenants provided with utility assistance and amount paid
- Number of tenants provided with furniture assistance and amount paid

The PHA agrees to refund any unused portion of the County funds to LACDA upon completion or termination of this agreement.

The PHA agrees to maintain satisfactory financial accounts, documents, and records of expenditures and to make them available to LACDA or the County for auditing upon completion of each of the programs described in this Agreement. The PHA also agrees to retain such financial accounts, documents, and records for five (5) years following the expiration or prior termination of this Agreement.

The PHA agrees to use a generally accepted accounting system in addition to the LACDA's Grants Management System. The PHA also agrees to maintain, and make available for LACDA or County inspection, accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

At any time during the term of this Agreement or at any time within five (5) years of the expiration or prior termination of this Agreement, authorized representatives of the County may conduct an audit of program records for the purpose of verifying the appropriateness and validity of expenditures under the terms of this Agreement.

The PHA, within thirty (30) days of notification from LACDA or the County of its audit findings, may dispute the audit findings in writing to the County and provide the County with records and/or documentation to support the expenditure claims. LACDA or the County shall review this documentation and make a final determination as to the validity of the expenditures.

The PHA will provide LACDA within sixty (60) days after the end of its fiscal year, a report itemizing actual expenditures funded by monies received pursuant to this Agreement.

It is understood and agreed that the County funds paid to the PHA hereunder may only be used for the purposes specified in this Agreement. In furtherance of this understanding, it is agreed that should LACDA or the County determine that any funds paid to the PHA hereunder have been used for purposes other than those authorized by this Agreement, the PHA is required to immediately refund any such improperly used County Funds to LACDA.

6. TERMINATION

A. This Agreement may be terminated by either party for the convenience of that party. This Agreement may also be terminated by either party as a result of default by the other party of its obligations under this Agreement.

B. Notice of termination shall be given, in writing, at least sixty (60) days in advance and shall be complete when delivered to either party.

C. In the event of termination, the PHA will provide a detail report of expenditures and the balance of the unexpended amount will be refunded to LACDA within 30 days of the termination.

7. SUBCONTRACTING

Neither party shall subcontract any of its responsibilities under this Agreement or permit subcontracted responsibilities to be further subcontracted without the 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 LACDA or PHA in whole or in part without the prior written consent of the other party to this Agreement.

9. INDEMNIFICATION

9.1 PHA. PHA shall defend, indemnify and hold LACDA and LACDA's officers, directors, agents, servants, attorneys, employees and contractors harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court 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 undertaken by of PHA or its officers, directors, agents, servants, attorneys, employees or contractors in the pursuit of this Agreement. PHA shall not be responsible for (and such indemnity shall not apply to) any acts, errors or omissions directly or indirectly caused by LACDA, or LACDA's respective officers, directors, agents, servants, attorneys, employees or contractors. LACDA shall not be responsible for any acts, errors or omissions of any person or entity except LACDA and LACDA's respective officers, agents, servants, employees or contractors.

PHA's obligations under this Subsection 9.1 shall survive the expiration or termination of this Agreement.

9.2 LACDA. LACDA shall defend, indemnify and hold PHA and PHA's officers, directors, agents, servants, attorneys, employees and contractors harmless from and against all 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 LACDA or its officers, directors, agents, servants, attorneys, employees or contractors. LACDA shall not be responsible for (and such indemnity shall not apply to) any acts, errors or omissions directly or indirectly caused by PHA, or PHA's respective officers, directors, agents,

servants, attorneys, employees or contractors. PHA shall not be responsible for any acts, errors or omissions of any person or entity except PHA and PHA's respective officers, agents, servants, employees or contractors.

LACDA's obligations under this Subsection 9.2 shall survive the expiration or termination of this Agreement

10. INDEPENDENT CONTRACTOR STATUS

LACDA and PHA 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 LACDA and PHA, and not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between PHA and LACDA.

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 provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

12. INTERPRETATION

No provisions 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 one 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 parties, constitutes the entire understanding and agreement of the parties.

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SIGNATURES

IN WITNESS WHEREOF, LACDA and PHA have executed this Agreement through their duly authorized officers on the date first above written.

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

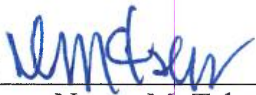
By: _____ Date _____

CULVER CITY HOUSING AUTHORITY

By: _____ Date _____
Executive Director

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By  Date 7/3/2019
Nancy M. Takade
Principal Deputy County Counsel

APPROVED AS TO FORM:

City Attorney

By _____ Date _____