



Sean Rogan
Executive Director

**HOUSING AUTHORITY
of the County of Los Angeles**

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Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

ADOPTED

BOARD OF COMMISSIONERS
HOUSING AUTHORITY

November 09, 2010

#1-H NOVEMBER 9, 2010

The Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Commissioners:

**AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE INTERAGENCY AGREEMENTS WITH
LOCAL MUNICIPALITIES AND HOUSING AGENCIES RELATING TO SUBSIDIZED HOUSING
PROGRAMS AND GRANTS AS NEEDED
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This letter recommends that the Board authorize the Executive Director to execute interagency agreements between the Housing Authority of the County of Los Angeles (Housing Authority) and other local municipalities and housing agencies relating to subsidized housing programs administered by the Housing Authority. The interagency agreements will allow for the mutual acceptance of each jurisdiction's vouchers and certificates.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the execution of the interagency agreements is not subject to the provisions of the California Environmental Quality Act (CEQA) because the activities are not defined as a project under CEQA.
2. Authorize the Executive Director to execute the attached interagency agreement with the Housing Authority of the City of Los Angeles (HACLA), as well as interagency agreements with other municipalities and housing agencies within the County, utilizing the same or similar format, relating to subsidized housing programs as needed in order to maximize utilization of funding and allow program participants greater access to affordable housing, following approval as to form by County Counsel.
3. Authorize the Executive Director to amend the attached interagency agreement and future

interagency agreements to extend the term and to incorporate any other administrative provisions that may be required for the purposes described above, following approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to authorize the Executive Director to execute interagency agreements with local municipalities and housing agencies, including the attached, related to the administration of subsidized housing programs. These agreements would provide more affordable housing options for families who participate in the Housing Authority's various subsidized housing programs. They would allow the participants to use their Housing Authority issued vouchers or certificates in either the County or the jurisdiction of the participating municipality or housing agency.

To date, HACLA, the Inglewood Housing Authority, and the Pasadena Community Development Commission, have expressed an interest in allowing the Housing Authority to execute housing program contracts within their jurisdictions. Allowing the Housing Authority to execute agreements with municipalities and housing agencies such as these will aid the Housing Authority in housing more special needs families and maximizing funding utilization.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The rental assistance will continue to be funded through existing HUD housing programs in the form of tenant based, sponsored based, and project based vouchers and certificates issued to the Housing Authority.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Housing Authority's Assisted Housing Division administers the Los Angeles County Section 8 Housing Choice Voucher (HCV) Program, the Housing Opportunities for People with Aids (HOPWA) program, the Shelter Plus Care (SPC) Program, the Veteran Affairs Supportive Housing (VASH) Program, and the Family Self-Sufficiency (FSS) Program. In addition to the main Housing Choice Voucher Program, which serves nearly 21,000 families, and the programs listed above, the Housing Authority also administers several special HCV programs. These programs include: HCV Mainstream, HCV Welfare to Work, HCV Family Unification, HCV Long-Term Family Self-Sufficiency Homeless Program, HCV Homeless, and the HCV Project-Based Voucher Program.

These programs address the various housing needs of the special populations they serve, including homeless individuals and families, persons with disabilities, and veterans. Many of the programs provide access to permanent, affordable housing linked with integrated supportive services tailored to each client's needs, such as mental health and substance abuse treatment, health care, rehabilitation, life skills, income support and other services. Studies have shown that persons who receive supportive services in housing of their choice, appropriate to their preferences and needs, tend to remain housed.

The Housing Authority believes it is in the best interests of the participants and the subsidized housing programs to execute interagency agreements with local municipalities and housing agencies within the County to allow for the mutual acceptance of each jurisdiction's vouchers, and the mutual indemnity of the agencies. Executing the agreement to include the administration of Housing Authority's tenant, sponsored and project based grants in other local jurisdictions will provide the

participants more affordable supportive housing choices. Also, the Housing Authority will be able to increase its lease-up rate in the various programs if it is able to offer clients affordable housing options in the City of Los Angeles and other participating municipalities.

A proposed interagency agreement with HACLA for the VASH program is attached and has been reviewed by County Counsel. The agreement will be used as a model for interagency agreements with other municipalities and housing agencies for various affordable housing programs as may be needed. The agreements would be effective following approval as to form by County Counsel and execution by all parties.

ENVIRONMENTAL DOCUMENTATION

Approval of this action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact on or result in any physical changes to the environment. This action is not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

NEPA and CEQA review and clearance of grant funded projects will be completed on a project by project basis prior to funding approval for each project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed actions will allow families who participate in the Housing Authority's subsidized housing programs to access affordable housing throughout the unincorporated County, the cities of Los Angeles, Pasadena, and Inglewood, and in the jurisdictions of other participating municipalities and housing agencies within the County.

Respectfully submitted,



SEAN ROGAN
Executive Director

SR:gc

Enclosures

**INTERAGENCY AGREEMENT
FOR THE
VETERAN AFFAIRS SUPPORTIVE HOUSING
PROGRAM**

This Interagency Agreement is made and entered into this ____day of _____ 2010 by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as “HACoLA” and the Housing Authority of the City of Los Angeles, hereinafter referred to as “HACLA”.

RECITALS

WHEREAS, HACoLA received a 2009 and a 2010 Veteran Affairs Supportive Housing Grant (the “Grant”) from the U.S. Department of Housing and Urban Development (“HUD”) to assist a total of 505 homeless veterans and their families; and

WHEREAS, on occasion, HACoLA VASH program participants may desire to lease a unit within HACLA’s jurisdiction and vice versa; and

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

WHEREAS, HACoLA and HACLA will ensure compliance with the terms and conditions of their respective HUD VASH Grant Agreements; 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. **HACoLA:**

The Housing Authority of the County of Los Angeles, a public body, corporate and politic under the laws of the State of California, having its principal office at 12131 Telegraph Road, Santa Fe Springs, CA 90670.

B. **HACLA:**

The Housing Authority of the City of Los Angeles, a public body, corporate and politic under the laws of the State of California, having its principal office at 2600 Wilshire Blvd., 3rd Floor, Los Angeles, CA 90057.

2. COMPENSATION

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

3. TERM

This Agreement shall commence on the date first above written and end on the ____ day of _____, unless terminated earlier as provided in Section 6 below.

4. HACoLA RESPONSIBILITIES

HACoLA will perform **all** VASH contract administration duties associated with its HUD VASH Grant Agreements for tenant based and project based VASH grants. Such duties shall include those associated with vouchers utilized within HACLA's jurisdiction, which HACLA hereby authorizes.

5. HACLA RESPONSIBILITIES

HACLA will perform **all** VASH contract administration duties associated with its HUD VASH Grant Agreements for tenant based and project based VASH grants. Such duties shall include those associated with vouchers utilized within HACoLA's jurisdiction, which HACoLA hereby authorizes.

6. TERMINATION FOR CONVENIENCE

During the term of this Agreement, HACoLA or HACLA may terminate this Agreement upon thirty (30) days' prior written notice (the "Notice of Termination.") The Executive Director or designee of each agency is hereby authorized to give said Notice of Termination. The Notice of Termination shall specify the date upon which such termination becomes effective.

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 HACoLA nor HACLA in whole or in part without the prior written consent of the other party to this Agreement.

9. INDEMNIFICATION

9.1 HACLA. HACLA shall defend, indemnify and hold HACoLA and HACoLA'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 of HACLA or its officers, directors, agents, servants, attorneys, employees or contractors. HACLA shall not be responsible for (and such indemnity shall not apply to) any acts, errors or omissions directly or indirectly caused by HACoLA, or HACoLA's respective officers, directors, agents, servants, attorneys, employees or contractors. HACoLA shall not be responsible for any acts, errors or omissions of any person or entity except HACoLA and HACoLA's respective officers, agents, servants, employees or contractors.

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

9.2 HACoLA. HACoLA shall defend, indemnify and hold HACLA and HACLA'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 HACoLA or its officers, directors, agents, servants, attorneys, employees or contractors. HACoLA shall not be responsible for (and such indemnity shall not apply to) any acts, errors or omissions directly or indirectly caused by HACLA, or HACLA's respective officers, directors, agents, servants, attorneys, employees or contractors. HACLA shall not be responsible for any acts, errors or omissions of any person or entity except HACLA and HACLA's respective officers, agents, servants, employees or contractors.

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

10. INDEPENDENT CONTRACTOR STATUS

HACoLA and HACLA 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 HACoLA and HACLA, and not intended, and shall not be construed, to create

SIGNATURES

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

HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES

By: _____
Sean Rogan, Executive Director

Date

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES:

By: _____
Rudolf C. Montiel, President and CEO

Date

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

Carmen A. Trutanich
City Attorney

By _____

By: _____

Title Deputy

MICHAEL V. CUSTODIO
Title: Deputy City Attorney

Date _____

Date: _____