



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

May 31, 2011

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

Dear Commissioners:

**APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PALMDALE FOR
HOUSING PROGRAM INVESTIGATIONS
(DISTRICT 5) (3 VOTES)**

SUBJECT

This letter recommends approval of a Memorandum of Understanding (MOU) with the City of Palmdale, which will enable the Housing Authority to continue investigations of the Section 8 Housing Choice Voucher Program and other housing programs, to ensure that landlords and tenants comply with program regulations.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Executive Director or his designee to execute an MOU with the City of Palmdale, under which the Housing Authority will provide investigative services and receive \$62,000 from the City of Palmdale and \$62,000 in County Economic Development Funds allocated to the Fifth Supervisorial District, for a total contract amount of \$124,000, to be effective following approval as to form by County Counsel and execution by the parties.
2. Authorize the Executive Director or his designee to execute amendments to the MOU to include minor administrative changes, and to extend the time of performance for a maximum of four years, in one-year increments; and authorize the Executive Director to incorporate funds received from the City of Palmdale into future approved Housing Authority budgets, and to utilize County funds incorporated through the annual budget process, for the purpose described above.
3. Find that approval of the MOU is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the activities are not defined as a project under

CEQA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to provide investigations of Housing Program participants for 12 months within the City of Palmdale and surrounding areas.

FISCAL IMPACT/FINANCING

The City of Palmdale will provide \$62,000 and the Fifth Supervisorial District will provide \$62,000 in County Economic Development Funds. The funds for the first year will be included for approval through the Housing Authority's Fiscal Year 2011-2012 annual budget process. Funds for future years will be included through the Housing Authority's annual budget approval process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1994, cooperation agreements have been entered into with the City of Palmdale, permitting the Housing Authority to administer the Section 8 Program within the jurisdiction. Under separate agreements, the Housing Authority also investigates participating landlords and tenants to ensure compliance with program regulations and local and federal laws. The new MOU will continue these investigations for 12 months, using the services of investigative staff.

The City of Palmdale and the unincorporated areas served by the Palmdale Station of the County Sheriff's Department will receive the services of one part-time as-needed investigator supervisor for a total cost not to exceed \$6,805 and one full-time investigator working a maximum of 2,080 hours annually for a total cost not to exceed \$110,947.

The Housing Authority will provide the following services: conduct investigations of suspected program violations; interview witnesses and review files, public records and other documents; prepare written reports and maintain activity logs; prepare cases involving program violations for administrative action; testify at criminal and administrative hearings; participate in crime prevention task forces; conduct fraud awareness training for City and County law enforcement officers and other officials; prepare monthly investigation reports; address quality of life issues; and perform other related duties.

The MOU includes mutual indemnification language providing for the City of Palmdale and the Housing Authority to defend and hold harmless and indemnify each other. This language has been incorporated into agreements with other jurisdictions that provide for administration of the Section 8 Program within those jurisdictions.

ENVIRONMENTAL DOCUMENTATION

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. The activity is not subject to the provisions of CEQA pursuant to State CEQA Guidelines, Section 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.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The services are a deterrent to program fraud and other criminal activity.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line extending to the right.

SEAN ROGAN
Executive Director

SR:bl

Enclosures

**Memorandum of Understanding By and Between
The Housing Authority of the County of Los Angeles and the
City of Palmdale for Section 8 Program Investigative Services**

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of _____, 2011, by and between the Housing Authority of the County of Los Angeles (the “Housing Authority”) and the City of Palmdale (the “City”).

Whereas, on October 18, 1994, and continuing, the Housing Authority and the City have entered into annual Cooperation Agreements whereby the Housing Authority administers the Housing Choice Voucher Program (Section 8) and other housing programs within the City (the “Programs”), pursuant to Title II of the Housing Authority and Community Development Act of 1974, as amended, and Section 34200 et. Seq. of the California Health and Safety Code; and

Whereas, the Housing Authority operates the Programs within the City using funds allocated by the U.S. Department of Housing and Urban Development (“HUD”), and monitors the compliance of participants with regulations established by HUD and the Housing Authority; and

Whereas, the Housing Authority on an ongoing basis performs investigations to ensure that participants comply with said regulations, and that participants are not involved in criminal or other activity that may negatively impact the Program; and

Whereas, on November 4, 2004, and on September 1, 2008 and continuing, the Housing Authority and the City have entered into agreements that have permitted the Housing Authority to perform investigative services within the City and the unincorporated areas of the County of Los Angeles (the “County”) serviced by the Palmdale Station of the County Sheriff’s Department; and

Whereas, the Housing Authority and the City wish to enter into the following MOU to continue additional investigative services for twelve (12) months, with funds provided by the County and the City;

NOW THEREFORE, it is agreed between the parties as follows:

1. Investigative Activities

This MOU shall provide for additional investigative services to address violations related to the Section 8 programs administered by the Housing Authority within the City and the unincorporated areas serviced by the Palmdale Station of the County Sheriff’s Department.

2. Term

This MOU shall commence as of the day and year first above written and shall remain in full force for a period of twelve (12) months, from July 1, 2011 through June 30, 2012, unless sooner terminated as provided herein. The MOU may be renewed by written amendment duly executed by the parties, for an additional four (4) years, in one-year increments.

3. Termination

This MOU may be terminated by either party with ten (10) days' written notice transmitted to the addresses provided in Paragraph 6 below.

4. City Responsibilities

The City shall provide to the Housing Authority a total of \$62,000 to be used in conjunction with \$62,000 allocated by the County, for a total contract amount of \$124,000, for the following personnel who shall perform services under this MOU:

Part-time Investigator Supervisor (1) will supervise the work of one full-time Investigator, as needed, at a total cost not exceeding \$6,805 for the MOU term.

Full-time Investigator (1) will provide a total of 40 hours of investigative services per week (2,080 per year) at a total cost not exceeding \$110,947 for the MOU term.

The City shall make its staff available to the Housing Authority, as necessary to address Program-related violations and criminal activity and to carry out corrective measures.

The City warrants that all services performed by its employees under this MOU shall be carried out in accordance with all applicable federal, states and County laws and regulations.

The City shall receive from the Housing Authority bi-monthly invoices identifying the number of hours and description of investigative services performed and associated costs. The City will pay the Housing Authority within thirty (30) days of receipt and approval of each said invoice.

5. Housing Authority Responsibilities

The Housing Authority shall recruit and retain the services of qualified persons to perform the services described in Paragraphs 4 and 5.

The Investigator Supervisor shall be an employee of the Housing Authority and shall perform the following: manage the daily operations of the fraud investigations program; supervise and schedule work assignments of the two part-time investigators; serve as liaison to the City and the County Sheriff's Department; compile statistical data for the monthly program reports; and perform other related duties.

The Investigator shall be an employee of the Housing Authority and shall perform the following: conduct investigations of suspected violations of the programs administered by the Housing Authority; gather information through interviewing witnesses, and reviewing files, public records and other documents; prepare written reports and maintain statistical activity logs; prepare cases involving program violations for administrative action; testify in administrative and criminal hearings; participate in any crime prevention task forces; conduct fraud awareness training for law enforcement officers and other officials; prepare monthly reports on investigative activities for submission to the City; address quality of life issues and perform regulation enforcement; and perform other related duties and tasks.

The above personnel shall be under the supervision of the Housing Authority, and not under the supervision or training of the City. The Housing Authority warrants that all services performed by its investigators under this MOU shall be performed in compliance with all applicable federal, state and County laws and regulations.

The Housing Authority shall administer the funds provided by the City to conduct the services described above. All services to be provided by the Housing Authority and related expenses are included within the bi-monthly sum to be paid by the City, and there shall be no additional cost to the City for services provided pursuant to this MOU. In the event of termination of the MOU, as provided herein, the City shall be responsible for all fees and costs incurred through the effective date of termination.

The Housing Authority shall submit bi-monthly statements to the City identifying the number of hours provided, description of investigative sources and associated costs.

6. Notices

Notices provided for in this MOU shall be in writing and shall be addressed to the person intended to receive the same, at the following addresses:

The Housing Authority: Sean Rogan
Executive Director
The Housing Authority of the
County of Los Angeles
2 Coral Circle
Monterey Park CA 91755

The City: James C. Ledford, Jr., Mayor
38300 Sierra Highway, Suite A
Palmdale, CA 93550

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. mail or when delivered in person with written acknowledgement of the receipt thereof. The Housing Authority and the City may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

7. Indemnification

The Housing Authority shall be responsible for and shall defend and hold harmless and indemnify the City, its elected and appointed officials, employees and agents from all costs and claims for damages whatsoever by any third party relating to or resulting from the actions of the Housing Authority, its agents, employees and investigators, in relation to the rendition of services pursuant to this MOU.

The City shall be responsible for and shall defend and hold harmless and indemnify the Housing Authority, the Community Development Commission and the County of Los Angeles, and its elected and appointed officials, employees and agents from all costs and claims for damages whatsoever by any third party relating to or resulting from the actions of the City arising out of or in connection with the services, work, operation of activities of the City, its agents, employees and officials, in relation to the rendition of services pursuant to this MOU.

8. Entire Document

This MOU constitutes the entire understanding and agreement of the parties.

9. Authority

Each of the parties represents and warrants that the person entering into this MOU on behalf of such party is duly authorized to enter into this MOU on behalf of the party.

10. Counterparts

This MOU may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto, by their respective officers thereunto duly authorized as follows:

THE HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES

CITY OF PALMDALE

By: _____
SEAN ROGAN
Executive Director

By: _____
JAMES C. LEDFORD, Jr.
Mayor

APPROVED AS TO FORM:
Andrea Sheridan Ordin
County Counsel

APPROVED AS TO FORM:
Office of the City Attorney

By: _____
Deputy

By: _____
City Attorney

ATTEST:

City Clerk