

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE AND
THE HOUSING AUTHORITY OF THE CITY OF RIVERSIDE
TO WORK IN COLLABORATION TOWARDS A MUTUAL GOAL OF ENDING
HOMELESSNESS**

This Memorandum of Understanding (MOU) is entered into this ___ day of _____, 2018 (“Effective Date”) by and between the Housing Authority of the City of Riverside, a public entity (“City Housing Authority”) and The Housing Authority of the County of Riverside a public entity, corporate and politic (“HACR”). The City Housing Authority and HACR are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, in 2017 the homeless point-in-time count identified 389 unsheltered persons residing in the City, a 50% increase from the 2016 homeless count;

WHEREAS, the County of Riverside (“County”) has experienced a 21% increase in unsheltered persons from 2016 to 2017;

WHEREAS, on June 20, 2017 the City Council of the City of Riverside (“City”) adopted a series of Homeless Service Initiatives that seeks to align municipal and regional resources into a cohesive strategy to address homeless issues, with an emphasis on addressing high recidivism of services in the homeless population. The City Housing Authority acts as the lead agency on behalf of the City on homeless service issues;

WHEREAS, the City adopted Homeless Service Initiatives include a variety of committed resources and partnerships, including but not limited to: expansion of behavioral health services, a dedicated community response team (homeless outreach specialist, police officer, substance abuse counselor, mental health clinician, psychiatrist, and a registered nurse), and a partnership with the County of Riverside Workforce Development;

WHEREAS, the City Housing Authority wishes to explore additional partnerships to address homeless issues with the goals of stabilizing people through the use of shelters, permanent housing, and assistance programs to reduce homelessness;

WHEREAS, the HACR administers the Housing Choice Voucher (Section 8) Program, which was enacted as part of the Housing and Community Development Act of 1974, re-codified the U.S. Housing Act of 1937, and more specifically described in Title 24 Code of Federal Regulations (“CFR”) Part 982;

WHEREAS, the Parties desire to work in collaboration to increase the City’s permanent supportive housing stock as the number of homeless individuals continue to rise and the issue overlaps both City and County geographies;

WHEREAS, the HACR under Title 24 CFR 983 can, at its discretion, project base a portion of its Housing Choice Vouchers (“Vouchers”);

WHEREAS, the HACR desires to utilize approximately 389 Vouchers to project base within the City, subject to funding availability; and

WHEREAS, the Parties desire to enter into this MOU to further operationalize the utilization of project based Vouchers within the City and to further support each Parties mutual effort, mission, and values of ending homelessness, as more specifically set forth below.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the Parties agree as follows:

I. Incorporation of Recitals.

The Recitals set forth above are true and correct and incorporated herein by this reference.

II. Party Obligations

Through the City Housing Authority and HACR partnership set forth in this MOU, the Parties agree to the following parameters of the partnership for the administration of project based Vouchers:

1. Parameters.

- a. Over the Term (defined below) of the this MOU, HACR will make a best effort to utilize 389 project based Vouchers, subject to funding availability, to be used in partnership with the City Housing Authority and qualified affordable housing developers to build permanent supportive housing within the City limits.

- b. HACR shall issue all vouchers pursuant to Title 24 CFR Part 982, as amended (Part 982). In the event of a conflict between the terms of this MOU and Part 982, the requirements set forth in Part 982 shall prevail.

2. **Process.**

- a. HACR staff will support a recommendation to the HACR Board of Commissioners to amend the Riverside County Housing Authority Administrative Plan (“Admin Plan”). The Parties hereby acknowledge and agree that any and all amendments to the Admin Plan are subject to the prior written approval of the HACR Board of Commissioners, in its sole and absolute discretion. The following are the proposed changes:
 - i. A HACR waiting list preference for referrals received from the City Homeless Outreach Team (“Outreach Team”);
 - ii. Preference for referrals will be given to individuals that meet the United States Department of Housing and Urban Development (“HUD”) definition of chronic homelessness; and
 - iii. If, in the event the Outreach Team cannot identify chronic homeless individuals, a second HACR waiting list preference will be established for individuals that meet the definition of homelessness under the Homeless Emergency Assistance and Rapid Transition to Housing (“HEARTH”) Act.
- b. Periodically, and as agreed upon by both Parties, throughout the Term of the MOU, subject to funding availability, the HACR will release a Request for Proposal (“RFP”) for project based Vouchers:
 - i. The City Housing Authority may provide suggested language to HACR to be used in the RFPs that are released, provided HACR shall have final approval rights over language;
 - ii. City Housing Authority may participate in the RFP Scoring Committee; provided, however, that the City Housing Authority shall be prohibited from reviewing and scoring RFP responses in connection with an RFP that City Housing Authority either directly,

or in partnership with another party or entity, has submitted a response to;

- iii. Awardees of the RFP will be required to enter into an Agreement to Enter into Housing Assistance Payments (“AHAP Agreement”) with the HACR;
- iv. The Parties will collaborate to insure that affordable housing developers who apply for any RFP meet experience, readiness, and other requirements as defined in the subject RFP;
- v. The Parties agree to work cooperatively to negotiate project management roles and responsibilities for each potential project, including but not limited to acting as the lead agency on the National Environmental Protection Act (NEPA) clearance, monitoring of Davis-Bacon Act requirements (40 U.S.C Sections 3141-3148, including any amendments thereto) and directly monitoring project completion milestones during the construction phase of project;
- vi. The Parties will share information relating to each potential Voucher referral to ensure open communication between the City Housing Authority and HACR, to the extent permitted by applicable law;
- vii. The Parties will work together to coordinate project based Vouchers with any wrap-around supportive services including, but not limited to, mental health, alcohol and drug addiction treatment, medical, educational, employment, and life skills training for people experiencing homelessness, as well as people with disabilities; and
- viii. The Parties shall acknowledge each other in all public media releases.

3. **Voucher Qualifications.**

- a. All Voucher referrals shall be handled by the Parties in accordance with Section II. 2.a above and applicable law.
- b. The Parties acknowledge and agree that all Voucher referrals shall satisfy the requirements set forth in Part 982 to receive actual Vouchers. To that end, in addition to any vetting conducted by the City Housing Authority,

the HACR shall further screen eligibility of all Voucher referrals to ensure compliance with Part 982.

- c. Once HACR determines an applicant's Voucher eligibility, in its sole discretion, referrals will be sent to the project's property manager for occupancy screening and leasing pursuant to the project's established procedures.

III. No Financial Obligations

The City Housing Authority and HACR acknowledge and agree that there is no agreement by the Parties to provide any direct financial support for any specific project. Any such financial commitment shall be stated in a separate written agreement subject to written approval by the Parties.

IV. General Terms

It is further mutually agreed by the Parties as follows:

1. Term of MOU; Effective Date; Termination.

- a. The term of this MOU shall commence upon the date of the last signature below ("Effective Date") and remain in effect for a period of three (3) years thereafter ("Term"). The Term of this MOU may be extended for an additional two (2) year period upon the mutual written consent of the City Housing Authority Executive Director, or designee, and the HACR's Executive Director, or designee.
- b. Either Party may terminate this Agreement for any reason by giving written notice to the designated representative of the other party thirty (30) days prior to the expiration of this Agreement at the address listed in Section IV. 3. below. Except as otherwise provided herein, upon termination of this Agreement, neither party shall have any obligation to the other; provided, however, upon the termination of this MOU, Vouchers already obligated under an AHAP Agreement will remain obligated through the term of the subject AHAP Agreement.

2. **Alternative Dispute.** The Parties agree that before either party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration, that the

Parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in Riverside County. Each party shall bear its own expenses and costs associated with the mediation. The cost of mediator shall be shared equally by the parties.

3. **Notices.** Any and all notices sent or required to be sent under this MOU shall be mailed to the following addresses or to such other address provided by a Party to the other in writing:

If to: City Housing Authority

Housing Authority of the City of Riverside
3900 Main Street
Riverside, CA 92522
Attention: Executive Director

If to: HACR

Housing Authority of the County of Riverside
5555 Arlington Avenue
Riverside, CA 92504
Attention: Executive Director

With a copy to:

City Attorney
City of Riverside
3900 Main Street
Riverside, CA 92522

4. **Legal Authority.** Nothing in this MOU binds the City Housing Authority or HACR to perform any action that is beyond its legal authority.

5. **Conflict of Interest.** No member, official or employee of the City Housing Authority or HACR shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

6. **Interpretation, Governing Law, Severability and Venue.** This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This MOU shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this MOU, all Parties having been represented by counsel in the negotiation and preparation hereof.

Any legal action related to the performance or interpretation of this MOU shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location.

7. **No Third-Party Beneficiaries.** This MOU is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third Parties, including, but not limited to the federal government, or any other businesses, organizations or individuals utilizing Housing Choice Voucher Program Project Based Vouchers. No other person or entity shall have any right of action based upon the provisions of this MOU.

8. **Indemnification.** Neither HACR nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City Housing Authority arising out of or related to any work, authority or jurisdiction delegated to the City Housing Authority under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, the City Housing Authority shall fully indemnify and hold HACR harmless from any liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the City Housing Authority arising out of or related to any work, authority or jurisdiction delegated to the City Housing Authority under this Agreement.

Neither City Housing Authority nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by HACR arising out of or related to any work, authority or jurisdiction delegated to HACR under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, HACR shall fully indemnify and hold City Housing Authority harmless from any liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by HACR arising out of or related to any work, authority or jurisdiction delegated to HACR under this Agreement.

9. **Section Headings.** The Section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this MOU.

10. **Compliance with Laws and Regulations.** By executing this MOU, City Housing Authority and HACR agree to comply with all applicable federal, state and local laws, regulations and ordinances.

11. **Waiver.** Failure by a party to insist upon the strict performance of any of the provisions of this MOU by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this MOU thereafter.

12. **Severability.** Each paragraph and provision of this MOU is severable from each provision, and in the event any provision in this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

13. **Authority to Execute.** The persons executing this MOU or exhibits attached hereto on behalf of the Parties to this MOU hereby warrant and represent that they have the authority to execute this MOU and warrant and represent that they have the authority to bind the respective Parties to this MOU to the performance of its obligations hereunder.

14. **Amendments and Modifications.** It is agreed that the rights, interests, understandings, agreements and obligations of the respective Parties pertaining to the subject matter of this MOU may not be amended, modified or supplemented in any respect except by a subsequent written instrument evidencing the express written consent of each of the Parties hereto and duly executed by the Parties.

15. **Administration/Agreement Liaison.** The Executive Officer of the Housing Authority of the County of Riverside, or designee, shall administer this MOU on behalf of HACR. The Executive Director of the City Housing Authority, or designee, shall administer this MOU on behalf of the City Housing Authority.

16. **Assignment.** The City Housing Authority shall not delegate or assign any interest in this MOU, and shall not transfer any interest in the same, whether by operation of law or otherwise, without the prior written consent of HACR.

17. **Entire Agreement.** This MOU is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous MOU's and understandings, oral or written, in connection therewith. Any

amendments to or clarification of this MOU shall be in writing and acknowledged by all Parties to the MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed on the dates set forth below.

HACR:

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic

By: _____
Carrie Harmon,
Deputy Executive Director

Dated: _____

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: _____
Jhaila R. Brown,
Deputy County Counsel

City Housing Authority:

HOUSING AUTHORITY OF THE CITY OF RIVERSIDE, a public entity

By: _____
Name: _____
Its: _____

Date: _____

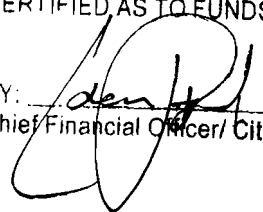
ATTESTED TO:

By: _____
City Clerk

APPROVED AS TO FORM:

By:  _____
Chief Assistant City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY

BY:  _____
Chief Financial Officer/ City Treasurer