

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE COUNTY OF LOS ANGELES and**  
**THE CITY OF \_\_\_\_\_ and**  
**THE HOUSING AUTHORITY OF THE CITY OF \_\_\_\_\_ [if applicable]**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California (“COUNTY”), the CITY OF \_\_\_\_\_ (“CITY”), a municipal corporation, and the Public Housing Authority of the City of \_\_\_\_\_ (“PHA”), for the purpose of establishing roles, responsibilities, and financial relationships necessary to align funding to create supportive housing in the City. COUNTY, CITY, and PHA will be referred to herein individually as “PARTY” and collectively as “PARTIES”.

PARTIES mutually agree to the following:

A. Term of Agreement

The term of this agreement will begin on the date of signature of all PARTIES, and will end \_\_\_\_ years following this date, unless extended upon mutual agreement of PARTIES.

B. PARTIES’ Responsibilities

PARTIES agree to the following responsibilities in creating supportive housing opportunities within CITY’s jurisdiction:

1. During the term of this MOU, CITY will facilitate supportive housing opportunities for tenants eligible for supportive housing through the following:
  - a. Creating \_\_\_\_\_ new supportive housing units over the course of the MOU through—
    - i. Capital financing, including—
      - A. Construction, and/or
      - B. Acquisition, and/or
      - C. Rehabilitation;
    - ii. Land donation; and/or
    - iii. Landlord incentive funds.
  - b. An expedited process for siting supportive housing, including by reducing or eliminating zoning restrictions and/or creating a fast-track process for permitting supportive housing.
2. During the term of this MOU, PHA will provide \_\_\_\_\_ Project-Based Vouchers and/or Tenant-Based Vouchers per year to tenants eligible for supportive housing.
3. COUNTY will provide, for each supportive housing unit created by CITY, the following:
  - a. Services to tenants, including—

- i. Intensive Case Management and Integrated Health Services (ICMS) and
- ii. Services to ensure a tenant's connection to appropriate medical, mental health, and substance use services; and/or
- b. Rental assistance, including Project-Based Vouchers and/or Tenant-Based Vouchers; and/or
- c. Landlord incentive funds.

C. Types of Supportive Housing to be Developed

For purposes of this MOU, as used herein, "supportive housing" shall be defined as a pairing of rental assistance and supportive services in either a single-site model or a scattered-site model, as defined below.

"Single-site model" means housing in which a site will be acquired and a building constructed or renovated for the purpose of providing apartments of a size and character that conform to applicable State and CITY laws and regulations. The supportive housing units developed in this fashion may be a part of a larger building.

"Scattered-site model" means existing apartments leased for the purposes of housing and serving the clients who are the recipients of this program, including in master-leased projects.

D. Supportive Services

PARTIES agree all housing and services provided to eligible recipients under this MOU shall follow Housing First principles.

Based on individualized assessment, COUNTY will fund appropriate services to each new unit of supportive housing, to include the following:

1. Services to engage and assess tenant needs, as well as create tenant-directed goals;
2. Intensive Case Management Services ;
3. Peer support activities;
4. Linkage to primary care, specialty mental health services, and substance abuse disorder services, as needed;
5. Benefits advocacy; and
6. Transportation planning and assistance to access off-site services and appointments.

COUNTY will establish and implement standards for the above-identified services in units created under this MOU, and may update those standards during the term of this MOU.

E. Geographic Diversity

PARTIES agree to develop policies to encourage the siting of supportive housing units. PARTIES agree, to the extent feasible, to accommodate tenant choice in where to live.

#### F. Tenant Selection

PARTIES agree to reserve tenancy for units created pursuant to this MOU for people with the greatest need for supportive housing, determined under tenant selection protocols developed by the Coordinated Entry System, and consistent with the regional priority population goals under the MOU. Up to 20% of all tenants housed under this MOU may be drawn from current and future patient/client identification and referral systems used by the COUNTY Health Agency, including but not limited to, the Housing for Health Access and Referral system.

#### G. Priority Populations

CITY shall coordinate with COUNTY to ensure supportive housing created under this MOU targets populations consistent with regional priority population goals, upon COUNTY's incorporation of these goals into the COUNTY's Homeless Initiative, including—

1. Units developed to serve single adults experiencing chronic homelessness, significant barriers to housing stability, multiple barriers to independence or high risk of becoming chronically homeless;
2. Units developed to serve families (with custody of children below the age of 18) experiencing chronic homelessness, significant barriers to housing stability, multiple barriers to independence, or high risk of becoming chronically homeless;
3. Units developed to serve youth and young adults, aged 18 to 24, determined to need supportive housing under tenant selection protocols identified in Section F; and
4. Units developed to serve veterans determined to need supportive housing under tenant selection protocols identified in Section F.

#### H. Definitions

For purposes of this MOU, PARTIES agree to the following definitions:

1. "Chronic homelessness" has the same meaning as defined in 24 CFR Section 91.5, except that, for the purposes of evaluating eligibility for the supportive housing created as a result of this MOU, an applicant who meets any of the criteria of chronic homelessness upon entering an institution will be considered as having met those criteria upon exiting the institution, regardless of length of stay in that institution.
2. "Housing First principles" means immediate access to housing without preconditions or housing readiness requirements, landlord compliance with tenant protections under law, consumer choice and self-determination, recovery orientation, individualized and client-driven supports, and social and community integration.
3. "Landlord incentives" means funding designed to facilitate a private-market landlord's acceptance or use of tenant-based rental assistance CITY or COUNTY provides to people experiencing homelessness.
4. "Supportive housing" means pairing of rental assistance and supportive services in either a single-site building constructed or renovated for this purpose or in scattered-site apartments subsidized for the purposes of housing and serving eligible recipients.
5. "Veteran" means an individual who actively served in the U.S. military for at least 90 days or was injured as a result of U.S. military service.

I. Implementation

PARTIES agree to meet at least quarterly to assess the implementation of this MOU and perform the following:

1. Develop a schedule for allocation of resources and identify tracking mechanisms to ensure PARTIES are using the supportive housing resources developed as a result of this MOU fully;
2. Create a unified application between PARTIES or utilize a countywide unified application that allows housing developers to apply for capital, operating, and services awards.
3. Establish protocols for providing tenant-based vouchers to allow supportive housing tenants to "move on" when the tenant no longer needs supportive housing to live stably in permanent housing and chooses to live elsewhere;
4. Design data collection and reporting systems to evaluate the outcomes of this MOU; and
5. Perform adjustments based on needs of people experiencing homelessness, progress in meeting responsibilities outlined in this MOU, resource utilization and availability, overall supportive housing production, evaluation findings, and supportive housing gaps in difficult-to-develop areas of City.

J. Evaluation

PARTIES agree to conduct an evaluation of the MOU, using data COUNTY, CITY, and third party evaluators collect, as well as tenant-reported data. The evaluation shall be completed and presented to the County Board of Supervisors and the \_\_\_\_\_ City Council within five years of the date of this MOU. The evaluation shall include, but not be limited to, the following:

1. Progress in achieving the goals outlined in Section B of this MOU;
2. Barriers to implementation of the MOU;
3. Recommended strategies for removing barriers to implementation;
4. Population-specific data on the following:
  - a. Number of formerly homeless individuals/families housed;
  - b. Number of people who remained in permanent housing one and two years after housing placement;
  - c. Improved health outcomes among participants served, demonstrated through obtaining regular medical, mental health, and/or substance use disorder treatment, and decreased hospital admissions and emergency department visits;
  - d. Community integration and social connectedness, including reconnection with family or friends or building new support networks, through tenant satisfaction surveys;
  - e. Gainful employment and/or educational attainment;
  - f. Consistent payment of rent;
  - g. Positive exits from supportive housing; and
5. To the extent data is available, COUNTY and CITY costs avoided as a result of the MOU.

COUNTY and CITY will allocate the staff resources required to conduct the evaluation. COUNTY will retain the evaluator and bear the costs of the evaluation.

K. Modifications, Revisions, and Termination

This MOU constitutes the entire agreement between PARTIES hereto, and no oral understanding not incorporated herein will be binding on any PARTY. This MOU may only be modified, altered, or revised, as necessary, by mutual consent of PARTIES hereto by the issuance of a written amendment, signed and dated by PARTIES.

If any PARTY determines another has violated the terms of the MOU, that PARTY may terminate this MOU upon 60 days written notice. PARTIES will continue to honor existing commitments to units already placed in service or agreed upon in the development or pipeline process.

L. Dispute Resolution

PARTIES to this MOU agree to implement good faith efforts and promptly meet and confer to resolve disputes arising from this MOU between the lead administrators for this MOU listed in Section Q. If issues cannot be resolved at this level, the lead administrators will refer such issues to their respective supervisors for discussion and resolution.

M. Press Releases and Communications

PARTIES shall be included when communicating with the press, television, radio or any other form of media regarding duties or performance under this MOU. Participation of each PARTY in press/media presentations will be determined by each PARTY's public relations policies. Unless a PARTY directs otherwise, each PARTY shall make specific reference to all PARTIES in all communications regarding this MOU.

N. Hold Harmless/Indemnification/Liability

Pursuant to the provisions of Section 895.4 of the California Government Code, PARTIES agree to indemnify and hold the other PARTY harmless from all liability for damage, actual or alleged, to person or property arising out of or resulting from indemnifying PARTY's acts or omissions in the performance of this MOU. In the event of third-party loss caused by negligence, wrongful act or omission of PARTIES, each PARTY shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

O. Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU will remain in force.

P. Counterparts

This Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original and will together constitute one and the same Agreement.

Manual signatures may be provided by facsimile, or digitally scanned and provided by electronic mail.

Q. Notice Provision/MOU Lead Administrators

COUNTY:

Phil Ansell

Director, Los Angeles County Homeless Initiative

Los Angeles County Chief Executive Office

500 West Temple Street, Fourth Floor

Los Angeles, CA 90012

With copy to:

Elaine Lemke

Assistant County Counsel

Office of the County Counsel, County of Los Angeles

500 West Temple Street, Sixth Floor

Los Angeles, CA 90012

CITY:

With copy to:

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year first written above.

COUNTY OF LOS ANGELES, a subdivision of the State of California

By: \_\_\_\_\_  
Sachi A. Hamai  
Chief Executive Officer

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF \_\_\_\_\_, a municipal corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

HOUSING AUTHORITY OF THE CITY OF \_\_\_\_\_, a public body, corporate and politic *[if applicable]*

By: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
\_\_\_\_\_ City Attorney

By: \_\_\_\_\_

Date: \_\_\_\_\_