

**Memorandum of Understanding Between the Garden Grove Housing Authority
and the City of Garden Grove for the Transfer of Emergency Housing Voucher
Service Fees.**

WHEREAS, on May 10, 2021, the Garden Grove Housing Authority (GGHA) was awarded 117 Emergency Housing Vouchers (EHV) as authorized by the American Rescue Plan Act of 2021 (Public Law No: 117-2); and

WHEREAS, the Department of Housing and Urban Development (HUD) has allocated to the GGHA EHV Service Fee funds in the amount of \$3,500 per voucher, or \$409,500 total, to provide Housing Navigation Services to eligible EHV households (EHV Program); and

WHEREAS, HUD has outlined in Notice PIH2021-15 the list of Housing Navigation Services eligible for reimbursement under the EHV Program; and

WHEREAS, it has been determined that EHV Housing Navigation Services are most effective when offered by an organization(s) with the capacity and experience to provide such services; and,

WHEREAS, it has been determined that the Community and Economic Development Department (CEDD) of the City of Garden Grove (CITY) has existing agreements with non-profit service providers specializing in providing Housing Navigation Services and, as a result, has the experience and is the appropriate entity to facilitate the provision of Housing Navigation Services for EHV-eligible households;

WHEREAS, pursuant to this Memorandum of Understanding (MOU) the GGHA and CITY wish to memorialize the transfer of EHV service fees to support the implementation of the EHV Program by the CITY's CEDD.

NOW THEREFORE, the GGHA and CITY do hereby agree as follows:

A. OVERVIEW

All programs or projects implementing the services under the EHV Program being facilitated by this MOU are subject to the conditions, compliance obligations, and procedures outlined in this MOU and the EHV Program.

B. REPORTING

CEDD shall prepare a quarterly performance report detailing the status of programs and projects implementing the EHV Program, including cumulative-to-date spending and completed accomplishments. Quarterly reports shall be due by October 15, January 15, April 15, and July 15 over the duration of this agreement, in the format required by the EHV Program.

C. COMPLIANCE OBLIGATIONS

CEDD shall ensure that all federal, EHV Program, and applicable CITY policies and procedures are followed.

D. PROCUREMENT PROCEDURES

As necessary to implement the EHV Program, CEDD shall identify materials and vendors in accordance with the applicable procurement guidelines and procedures outlined in CITY ordinances and administrative regulations. In the case of any conflict between EHV Program regulations and CITY regulations, the more stringent standard shall apply.

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E. PAYMENT PROCEDURES

CEDD shall request funds to meet payment obligations in implementing the EHV Program. These requests shall be submitted to CITY's Finance Department, with supporting documentation. Supplier invoices shall be signed, dated, and submitted by CEDD to CITY's Finance Department.

To assist GGHA in fulfilling performance criteria regarding timeliness, CEDD will bill for vendors', consultants' and suppliers' costs promptly upon completion of tasks within the month following performance. All requests for payment shall be made in accordance with the year-end closing deadline as stipulated by CITY's Finance Department.

To avoid unintentionally incurring expenses under this MOU for which EHV Program reimbursement is not available (i.e., non-eligible activities), Change Orders/Extra Work Orders shall be approved by GGHA prior to CEDD authorization of the additional work. Excess funds in completed line items shall revert to EHV Program project(s) contingencies until the project(s) is/are fully completed. In the event that EHV Program funding exceeds project(s) costs, the funds shall revert to GGHA.

F. CHANGES

If GGHA or CITY should propose any changes in scope of work, project schedule or project budget, each must notify the other party to this MOU in writing and obtain written approval from the other party of the proposed changes.

CITY

GGHA

By: _____

Scott C. Stiles
City Manager

By: _____

Scott C. Stiles
Executive Director

Date: _____

Date: _____