

**FY 2018**

**FL-507 - Orlando/Orange, Osceola,  
Seminole Counties Continuum of Care**

**Attachment #02:**

**1C-5. PHA Administration Plan—  
Move On Multi-Family Assisted Housing  
Owners' Preference**

**Attachment #02 document includes the following:**

Orlando Housing Authority Memorandum of Understanding with Homeless Services Network of Central Florida (CoC Lead Agency), pp. 1-5.

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is made by and between Homeless Services Network of Central Florida, (hereinafter referred to as “HSN”), and Orlando Housing Authority, (hereinafter referred to as “OHA”).

In consideration of mutual promises made, the parties agree as follows:

**I. PURPOSE OF MOU**

The purpose of this MOU is to establish the parties’ intention to mutually agree and coordinate services between HSN and OHA to provide a supported path from homelessness to permanent and affordable housing for homeless individuals/families in the Orlando/Orange County area.

**II. GOALS OF MOU**

- A. To provide a coordinated system for delivering affordable housing and supportive services to HSN and Continuum of Care clients.
- B. To ensure to the maximum extent possible that HSN and Continuum of Care clients, referred to OHA for housing assistance, receive the support they need to comply with relevant Housing Choice Voucher (“HCV”) and City of Orlando Tenant Based Rental Assistance (TBRA) Program requirements.
- C. To determine areas of responsibility so as to maximize the rapid and efficient provision of housing and supportive services of HSN and Continuum of Care clients participating in the City of Orlando Tenant Based Rental Assistance Program.

**III. TERM OF MOU**

This MOU shall become effective upon being signed by all parties and shall remain in effect for a period of **four (4)** years, unless earlier terminated. Each party shall have the right to terminate this MOU with a thirty (30) calendar days written notice to the other parties.

**IV. AGREEMENTS AND RESPONSIBILITIES**

- A. HSN hereby agrees to the following general obligations:
  - 1. Collect documentation and verify client’s homeless status. Documentation will include; birth certificates, social security cards and photo ID,
  - 2. Complete criminal background check,
  - 3. Collect release of information waiver from client, which permits the sharing of client information between OHA, HSN;

4. Determine if the client is eligible for program participation,
5. Refer client to OHA for intake process for the HCV/TBRA program;
6. Provide HSN client housing assistance, within limits of available funding, to find units that comply with Housing Quality Standards ("HQS") and HCV program Payment Standards established and periodically updated by OHA;
7. Support client's transition from homelessness to being housed;
8. Provide the client ongoing supportive services including but not limited to voluntary case management to help ensure HCV/TBRA program and lease compliance;
9. Supportive services will include monitoring tenant paid utilities to make sure they are on at all times, including but limited to providing funds to pay utilities when those funds are available,
10. Notify OHA if client becomes non-compliant with service plan or other requirements of supportive service provision as appropriate;
11. Enter data into Homeless Management Information Services ("HMIS") and any additional mutually agreed upon collection tools; and
12. Participate in any OHA and/or OHA-approved third party research efforts related to partnership.

**B. OHA hereby agrees to the following general obligations:**

1. Provide an appropriate number of vouchers consistent with the City of Orlando Tenant Based Rental Assistance Program's intent, the OHA Administrative plan. The number of vouchers is subject to available funding from the City of Orlando,.
2. Process pre-applications for referred clients in accordance with OHA's Administrative Plan for Section 8 Programs and all other relevant U.S. Department of Housing and Urban Development ("HUD") regulations, guidelines, and requirements;
3. Provide Housing Assistance Payments ("HAPs") to landlords on behalf of client in accordance with OHA's Administrative Plan for Section 8 Programs and all other relevant HUD regulations, guidelines, and requirements;
4. Notify HSN if OHA becomes aware or discovers that client is in violation of HCV program rules or the client's lease;
5. Participate in any HSN approved third party research efforts related to partnership, and
6. Provide as requested by HSN reports regarding the value of voucher payments made on behalf of clients under HAP agreements for the purpose of utilizing such amounts for matching requirements.

**V. MISCELLANEOUS**

*Assignment.* This MOU shall not be assignable by any participating agency, nor shall any of the participating agencies' interest be assignable, except upon written consent of the other participating agencies.

*Interpretation and Governing Law.* This MOU shall not be construed against the party who prepared it but shall be construed as though prepared by all parties. This MOU shall be

construed, interpreted, and governed by the laws of the State of Florida. Venue is in Orlando, Orange County Florida.

*Severability.* If any portion of this MOU is declared by a court of competent jurisdiction to be invalid or unenforceable such portion shall be deemed severed from this MOU and the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this MOU.

*Parties Bound.* No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either party shall be personally liable for any obligation, express or implied, hereunder.

*Notices.* Service of all notices under this contract shall be sufficient if given personally or mailed to the party involved at its respective address herein set forth, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed, and with postage prepaid. Notices delivered in person shall be deemed communicated at the time of actual delivery.

The contact person of **HSN** will be:

**Jennifer Taylor**  
**Best Practices Director**

**[jennifer.taylor@hsncfl.org](mailto:jennifer.taylor@hsncfl.org)**  
**407-893-0133 x.602**  
**2828 Edgewater Drive**  
**Orlando, FL 32804**

The contact person of the **OHA** will be:

**Vivian Bryant, Esq.**  
**President/CEO**  
**City of Orlando Tenant Based Rental Assistance (TBRA) Program**  
**Orlando Housing Authority**  
**390 North Bumby Avenue**  
**Orlando, FL 32803**  
**Phone: 407-895-3300**  
**(FAX 407-514-2407)**

*Modification of MOU.* This MOU may not be altered, modified, rescinded, or extended orally. This MOU may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby.

*Successors.* The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the parties hereto, their successors and assigns.

*Headings.* The headings in this MOU are inserted for convenience only and shall not be used to define, limit or describe the scope of this MOU or any of the obligations herein.

*Warranty of Good Standing and Authority.* Each participating agency represents and warrants to the other agencies that it has all necessary authority for the undertaking of its obligations under this MOU.

*Non-Discrimination.* In the performance of this MOU, the parties agree that they will not discriminate against any person because of race, color, religion, sex, national origin, age, or disabilities as defined in the Americans with Disabilities Act.

*Independent Contractor.* Each participating agency is not an employee of the other participating agencies. Nothing contained in this MOU will be deemed or construed to create an employee/employer relationship between the participating agencies. Each agency will have no authority to create any obligation or make representations or warranty binding on the other agencies. All personnel supplied or used by a named participating agency in connection with this MOU will be deemed employees, agents, or subcontractors of that named participating agency alone and will not be considered employees, agents or subcontractors of the other agencies for any purpose whatsoever. Each participating agency alone is responsible for its work, direction, compensation and personal conduct. Nothing included in any provision of this MOU shall impose any liability or duty upon any participating agency in any capacity whatsoever, or make any participating agency liable for the acts, omissions, liabilities, or obligations, of whatsoever nature, of another participating agency or its personnel.

*Final Agreement.* This MOU constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral.

*Disputes.* In the event of any controversy, claim, or dispute between the parties affecting or relating to the subject matter or the performance of this MOU, the parties agree to attempt to resolve any controversies, claims or disputes between or among them through the Orange County Dispute Resolution Center. If a controversy, claim, or dispute cannot be resolved by said process, a party may pursue its claims as allowed by law.

*No Third Party Beneficiaries.* This MOU is solely for the benefit of the named parties hereto and no other person or entity shall have any rights hereunder or any right to bring an action hereon. There are no third party beneficiaries of this MOU.

*Limit of Appropriations.* Prior to execution of the MOU, \_\_\_\_\_ has advised \_\_\_\_\_ and OHA clearly understand and agree, such understanding and agreement being of the absolute essence of the MOU, that \_\_\_\_\_ has certified no funds for its performance under the MOU.

Executed in Orlando, Orange County, Florida this the \_\_\_\_ day of \_\_\_\_\_, 2016.

1. \_\_\_\_\_ 3/2/16  
Authorized organization signature Date  
Martha Are  
Printed Name

For: Homeless Services Network of Central Florida

2. \_\_\_\_\_ 3/7/16  
Authorized organization signature Date  
Printed Name

For: OHA  
Name of organization