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2009 MAY -5 P 4: 35

# City of El Cajon



# Agenda Report

MEETING: May 12, 2009

ITEM NO: 1.10

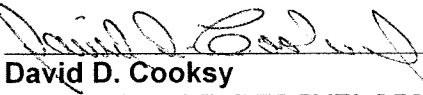
**DATE:** May 12, 2009  
**TO:** Mayor Lewis, Mayor Pro Tem Wells  
Councilmembers Hanson-Cox, Kendrick, McClellan  
**FROM:** Director of Redevelopment and Housing  
**SUBJECT:** Letter of Intent to Participate in the San Diego Regional Homeless  
Prevention Consortium

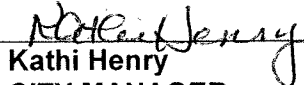
**RECOMMENDATION:** That the City Council authorize the City Manager or designee to execute a non-binding letter of intent regarding the City of El Cajon participation in the San Diego Regional Homeless Prevention Consortium

**BACKGROUND:**  
HUD has issued a notice of funding allocations for the Homelessness Prevention and Rapid Re-Housing Program (HPRP), committing \$512,686 to the City of El Cajon. The funding is authorized under Title XII of the American Recovery and Reinvestment Act of 2009 ("Recovery Act"). In order to receive these funds, the City must submit an application and Letter of Intent to participate in the Regional Consortium.

**DISCUSSION:**  
Five cities in San Diego County have been awarded HPRP funds: Chula Vista, El Cajon, Escondido, Oceanside and the City of San Diego. Regional meetings began in early April to develop an approach to program evaluation and data management for administration of HPRP. The regional group has assessed the possible formation of a homeless prevention consortium; the City of San Diego has volunteered to serve as the head of the consortium to handle technical oversight, data collection and reporting to HUD. Each participating jurisdiction is still responsible for identifying the service provider for their respective area. In order to participate in this consortium, a letter of intent is required. The consortium will solicit consulting services that would provide for the development of an evaluation plan, reporting tools, and a computer related training component for distribution of HPRP funds. Costs for the consultant's work would be an eligible expense of the HPRP program.

**FISCAL IMPACT:**  
No impact to the General Fund. All monies discussed herein are from the HPRP program from the U.S. Department of Housing and Urban Development (HUD).

**PREPARED BY:**  
  
David D. Cooksy  
DIRECTOR OF REDEVELOPMENT AND  
HOUSING

**APPROVED BY:**  
  
Kathi Henry  
CITY MANAGER

Attachment: Attachment A, Non-binding Letter of Intent regarding the formation of a San Diego Regional Homeless Prevention Consortium.

**NON-BINDING LETTER OF INTENT REGARDING THE FORMATION OF A  
SAN DIEGO REGIONAL HOMELESS PREVENTION CONSORTIUM**

*Reference Date:* \_\_\_\_\_, 2009

THIS NON-BINDING LETTER OF INTENT REGARDING THE FORMATION OF A SAN DIEGO REGIONAL HOMELESS PREVENTION CONSORTIUM (“LOI”) is made by and between THE CITY OF SAN DIEGO (“SAN DIEGO”), the CITY OF \_\_\_\_\_ (“CITY-1”), the CITY OF \_\_\_\_\_ (“CITY-2”), the CITY OF \_\_\_\_\_ (“CITY-3”), the CITY OF \_\_\_\_\_ (“CITY-4”), the CITY OF \_\_\_\_\_ (“CITY-5”), and THE COUNTY OF SAN DIEGO (“COUNTY”), collectively be referred to herein as the “Parties,” and individually as a “Party,” as follows:

RECITALS

- A. Each Party is a public entity established and existing under the laws of the State of California and any applicable local charters.
- B. SAN DIEGO has proposed the formation of a San Diego Regional Homeless Prevention Consortium (“Consortium”) among the Parties, to be administered by SAN DIEGO.
- C. The Consortium will enter into a contract for services related to assessment, evaluation, monitoring and reporting of Homeless Prevention and Rapid Re-housing Program (HPRP) associated with the 2009 American Recovery and Reinvestment Act.
- D. This LOI is made to express the general willingness of the Parties to form the Consortium on terms to be negotiated by the Parties, and to express the Parties’ general intent to form and participate in the Consortium.
- E. This LOI shall not be a legally binding agreement, or an amendment to any existing agreement. However, it contains some initial principles that may form the basis for the formation of the Consortium.
- F. Although this LOI presents a suggested plan to form the Consortium, the Parties intend to follow any and all adopted laws, regulations, policies and procedures of their respective agencies.

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS ABOVE, the Parties support the potential for the formation of the Consortium, as follows:

1. The Consortium will ensure timely and accurate reporting of all reporting mandated by the United States Department of Housing and Urban Development, and/or any local reporting requirements associated with the HPRP program.
2. The Consortium will ensure integration of HPRP programs and services with the regional Homeless Management Information System.
3. The Consortium will serve as a regional entity responsible for contract administration of services associated with HPRP assessment, evaluation, monitoring, and reporting.
4. The Parties will negotiate and enter into an operating agreement between the Consortium and SAN DIEGO that will make SAN DIEGO the managing lead agency of the Consortium, responsible for its administration and operational management. SAN DIEGO will be compensated for such services on a cost-recovery basis to be determined by the Parties. Each Party will fund the Consortium's costs and expenses on a proportional basis to be determined by the Parties.
5. This LOI shall not be construed as a commitment to approve or as an approval of the formation of the Consortium by any Party. The Parties represent they have not entered or agreed to enter into any agreement to negotiate a definitive agreement pursuant to this LOI. Any Party may, at any time prior to the execution and delivery of any such definitive agreement, propose different terms from those summarized here, and may unilaterally terminate all negotiations without any liability whatsoever to the other Parties. Each Party shall pay their own fees, costs and other expenses incurred in conjunction with the negotiation and preparation of this LOI and the negotiation and preparation of such a definitive agreement made following this LOI.
6. The Parties reserve their rights to exercise their discretion as to all matters which they are by law entitled or required. In addition, any agreements, amendments, or approvals processed by a party's governing authority shall be subject to and considered in accordance with all applicable legal requirements.
7. This LOI may be executed in any number of counterparts, each of which shall be deemed an original, and shall collectively constitute one and the same document.
8. This LOI represents the entire understanding of the Parties regarding the subject matter herein. Any modification of this LOI shall be in writing and signed by the Parties.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

9. Each individual executing this LOI on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this LOI on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement. Each person executing this LOI on behalf of another person or legal entity shall, upon request of another Party, provide satisfactory evidence that such authority is valid.

IN WITNESS WHEREOF, this LOI shall be effective as of the Effective Date.

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

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ **THE CITY OF SAN DIEGO**, a California municipal corporation

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*APPROVED AS TO FORM AND LEGALITY:*

Date: \_\_\_\_\_ JAN I. GOLDSMITH, San Diego City Attorney

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_ Attorney

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_