



PHILADELPHIA HOUSING AUTHORITY BOARD OF COMMISSIONERS MEETING MINUTES

Thursday, July 15, 2021, 3 p.m.

The regularly scheduled meeting of the Philadelphia Housing Authority (“PHA”) Board of Commissioners was conducted via a virtual platform, due to COVID-19 public health concerns and in accordance with PHA’s By-Laws that provide for remote participation, while respecting the goals and requirements of the Sunshine Act. The protocols for public participation, including opportunities to submit written or verbal comments and questions, were posted on the PHA website as of April 8, 2020, with directions for real-time public audio access for this meeting provided thereafter, as well.

The Chair, Lynette Brown-Sow, brought the meeting to order at approximately 3:02 p.m. and, to ensure that there was a quorum, did a roll call of the Commissioners. All the Commissioners participated, except for Commissioner Camarda: Chair Brown-Sow, Vice-Chair Wetzel, and Commissioners Callahan, Coney, Mayo, Purnell, Shahid, Wetzel, and Wise. PHA President & CEO (“CEO”) Kelvin A. Jeremiah and General Counsel and Board Secretary, Laurence M. Redican also participated.

After the observance of a moment of silence, as requested by the Chair, the CEO made the following announcements:

- 1) Belated birthday congratulations were extended to Commissioners Camarda, Coney and Wise, all of whom had birthdays since the last Board meeting (at the conclusion of the meeting, Commissioner Coney also congratulated former Councilwoman Jannie Blackwell, a regular participant in PHA’s Board meetings, on her birthday, as well);
- 2) The Summer Food Program has started and will continue until August 27th, at twelve (12) PHA sites, serving breakfasts and lunches for school-age PHA residents, as well as other youth in the surrounding community;
- 3) A city-wide job fair, geared towards PHA residents, will be held at the Vaux Community Building on Saturday, August 7th from 10 a.m. to 2 p.m.; and
- 4) PHA was again the recipient of a number of NAHRO awards, with four (4) award of merit and recognition for Innovative Housing Design, Administrative and Resident Services, the Maintenance Department (which performed exceptionally during the pandemic), the Remote Learning Centers, and Blumberg 83 and the North Central Developments.

CEO Jeremiah then announced that this year PhillySEEDS was awarding a record number of scholarships and for a record amount, with eighty-four (84) recipients in a total of three hundred sixteen thousand dollars (\$316,000). Further over half of the recipients were in the highest award category, of five thousand dollars (\$5,000), due to having GPA’s of 3.3 or higher. Marco Ferreira, Business Manager of PhillySEEDS and Director-Workforce Development & Homeownership Programs, who coordinated the scholarship process, recognized one recipient from each of the award categories.

On behalf of all the scholarship awardees, the following representatives provided eloquent and inspirational presentations: Nya Griffin (\$1,000 category), Deresha Cooper (\$3,000 award category), and Giovanna Rodriguez (from the \$5,000 award category). A number of Board members spoke in

praise of the articulate and moving words from the awardee speakers and Ms. Cooper's mother spoke as well, in appreciation of the leadership at PHA that has afforded the "gems" in the PHA community the funding for education to allow them a chance to shine. The three speakers, as well as all the awardees, were congratulated for their achievements and wished good luck in their future pursuits.

The Chair then asked whether there were any corrections or amendments to the minutes of the Board meeting of June 17, 2021, as submitted. Hearing none, the minutes were approved.

Five (5) resolutions were presented, discussed, and unanimously approved.

Resolution No. 12164, attached in Appendix 1, was presented by Dave Walsh, Executive Vice President, Supply Chain Management ("EVP-SCM"), to authorize PHA to contract with Herc Rentals Inc. for equipment rentals. The contract performance period is a two (2) year base period and three (3) one-year option periods and the total amount to be expended under the contract, including the exercise of any options, is not to exceed three hundred fourteen thousand five hundred sixty-nine dollars (\$314,569.00). This resolution was reviewed by the Finance Committee and Commissioner Callahan, as Chair of that committee, moved for its adoption. Following a second and the opportunity for discussion and for public comment (as was available for all the resolutions), the motion was unanimously approved, by roll call.

Resolution No. 12165 attached in Appendix 1, was presented by Dave Walsh, EVP-SCM, to authorize PHA to contract with both Sole Strivers and the Goal Attainment Companies, LLC and Affordable Housing Centers of Pennsylvania for PHA financial literacy counseling services. The contract performance period is a two (2) year base period and three (3) one-year option periods. The total aggregate amount to be expended under the contracts, including the exercise of any options, is not to exceed one million two hundred fifty thousand dollars (\$1,250,000.00). Commissioner Coney, as Chair of the Resident Services Committee to which the resolution was sent for review, moved for it to be adopted. Following a second, Commissioner Coney noted that the committee had met, reviewed the resolution, and approved it to go to the Board. There being no further discussion, the motion was unanimously approved, by roll call.

Resolution 12166, attached in Appendix 1, was presented by Dave Walsh, EVP-SCM, to authorize PHA to contract with W & W Contractors, Inc.; Total Environmental Concept, Inc.; Townes Mechanical Contractor, Inc.; and Milestone Contractors, Inc. for vacant property clean out services. The contract performance period is a two (2) year base period and three (3) one-year option periods. The total aggregate amount to be expended under the contracts, including the exercise of any options, is not to exceed five million five hundred thousand dollars (\$5,500,000.00). Commissioner Callahan, as Chair of the Finance Committee to which the resolution was sent for review, moved for its adoption. Following a second, Commissioner Callahan stated that the committee had reviewed the resolution and recommended its approval. There being no further discussion, the motion was unanimously approved, by roll call.

Resolution No. 12167, attached in Appendix 1, was presented by Joshua McQuoid, Assistant Vice-President, Human Resources, to authorize PHA to contract with WellAdvantage, The Well Workplace, LLC, for employee wellness program administration and wellbeing services. The total aggregate amount for four (4) years is not to exceed four hundred forty-six thousand dollars (\$446,000.00), with a two-year base period in an amount not to exceed two hundred eighteen thousand dollars (\$218,000.00) and two one-year option periods in an amount, for each one, not to exceed one hundred fourteen thousand dollars (\$114,000.00). Commissioner Callahan, as Chair of the Finance Committee to which the resolution was sent for review, moved for its adoption. Following a second, and there being no discussion, the motion was unanimously approved, by roll call.

Resolution No. 12168, attached in Appendix 1, was presented by Bret Holden, Vice President – Leased Housing, to authorize PHA entering into a Memorandum of Understanding (“MOU”) with the City of Philadelphia for the administration of PHA’s federally-awarded eight hundred sixty-three (863) Emergency Housing Vouchers, with the MOU to be in an amount not to exceed eight hundred sixty thousand dollars (\$860,000.00). Vice-Chair Wetzel, as Chair of the Policy & Planning Committee to which the resolution had been sent for review, moved for its adoption. Following a second, Vice-Chair Wetzel said that the committee had reviewed the resolution and recommended its adoption, so that the vouchers could be expeditiously provided. There being no further discussion, the motion was unanimously approved, by roll call.

There were four (4) comments for the **Public Comment period**. One (1) voicemail from Ms. Hayes, at Raymond Rosen, was played, regarding her complaints about her smoke/carbon monoxide detector and her property manager. The three (3) comments received by email were read at the meeting and are attached as Appendix 2.

The two comments regarding maintenance issues were addressed and it was reported that they had received attention.

The comments regarding concerns about PHA’s compliance with ADA requirements were addressed, in that the actual requirements of the act were reviewed and it was noted that PHA was not in violation in the instance causing the concern.

Further, with regard to Ms. Bennetch’s request that PHA intervene regarding litigation, CEO Jeremiah stated that PHA is not a party to the litigation and it would be inappropriate, if not illegal, for him to attempt to affect its outcome or coerce any actions by the parties involved in it.

There being no further business, the Chair announced that the next meeting will be held on Friday, September 17, 2021, not on the usual third Thursday of the month. This is due to observance of a holiday.

The meeting ended after a motion to adjourn, at approximately 4:02 p.m.

Respectfully submitted,



Laurence M. Redican
General Counsel
Philadelphia Housing Authority

APPENDIX 1

**PHILADELPHIA HOUSING AUTHORITY
MEETING OF THE BOARD OF COMMISSIONERS
2013 RIDGE AVE.¹
PHILADELPHIA, PA 19121
THURSDAY, JULY 15, 2021
AGENDA**

- A. Call to Order** – Lynette Brown-Sow, Chair
- B. Remarks** – Kelvin A. Jeremiah, President & CEO
- C. Approval of the Minutes** of the Board Meeting held June 17, 2021, as distributed
- D. New Business**
 - 1. RESOLUTION AUTHORIZING A CONTRACT FOR EQUIPMENT RENTAL WITH HERC RENTALS INC.**

Dave Walsh
 - 2. RESOLUTION AUTHORIZING CONTRACTS FOR FINANCIAL LITERACY COUNSELING SERVICES WITH SOLE STRIVERS AND THE GOAL ATTAINMENT COMPANIES, LLC AND AFFORDABLE HOUSING CENTERS OF PENNSYLVANIA**

Dave Walsh
 - 3. RESOLUTION AUTHORIZING CONTRACTS FOR VACANT PROPERTY CLEAN OUT SERVICES WITH W & W CONTRACTORS, INC.; TOTAL ENVIRONMENTAL CONCEPT, INC.; TOWNES MECHANICAL CONTRACTOR, INC.; AND MILESTONE CONTRACTORS, INC.**

Dave Walsh
 - 4. RESOLUTION AUTHORIZING A CONTRACT WITH WELLADVANTAGE, THE WELL WORKPLACE, LLC TO PROVIDE EMPLOYEE WELLNESS PROGRAM ADMINISTRATION AND WELLBEING SERVICES**

Joshua McQuoid
 - 5. RESOLUTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PHILADELPHIA HOUSING AUTHORITY AND THE CITY OF PHILADELPHIA TO ADMINISTER EMERGENCY HOUSING VOUCHERS**

Bret Holden
- E. Public Comment Period**

¹ This meeting is being conducted virtually, pursuant to the procedures on PHA's website at www.pha.phila.gov due to safety and health concerns for our residents, staff, the Board, and the public raised by the COVID-19 pandemic.

RESOLUTION NO. 12164

**RESOLUTION AUTHORIZING A CONTRACT FOR EQUIPMENT RENTAL
WITH HERC RENTALS INC.**

WHEREAS, the Philadelphia Housing Authority ("PHA") has identified a need for equipment rental and a Request for Proposal was developed for the selection of companies to address fulfilling this requirement, according to established procedures and all applicable laws regarding public contracts; and

WHEREAS, the Request for Proposal was posted on PHA's website, advertised via local publications and chambers of commerce, mailed to qualified entities on PHA's Outreach List, and distributed to those who responded to the invitation; and

WHEREAS, the proposals were reviewed and evaluated by an evaluation committee and the supporting documents were reviewed by the Contracting Officer; and

WHEREAS, based upon the consensus evaluation and approval for presentation to the Board after additional review processes, including Board committee and resident leadership review, it is recommended that a contract be awarded to Herc Rentals Inc.; and


WHEREAS, work is to be assigned to the awardee at the discretion of the Contracting Officer based on need, performance and other legitimate business factors, and may be altered in accordance with the contract terms at any time during the course of the contract at the discretion of the Contracting Officer; and

WHEREAS, it is recommended that the amount to be expended under the contract shall not exceed three hundred fourteen thousand five hundred sixty-nine dollars (\$314,569.00) with a two (2) year base period and three (3) one-year option periods, as follows:

- 1) The not-to-exceed amount for the two-year year base period is one hundred twenty thousand two hundred seventy-eight dollars (\$120,278.00);
- 2) The not-to exceed amount for the first one-year option period is sixty-two thousand eight hundred fifty-nine dollars (\$62,859.00);
- 3) The not-to exceed amount for the second one-year option period is sixty-four thousand seven hundred forty-five dollars (\$64,745.00); and
- 4) The not-to exceed amount for the third one-year option period is sixty-six thousand six hundred eighty-seven dollars (\$66,687.00);

BE IT RESOLVED, that the Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to conclude and execute a contract with Herc Rentals Inc. for a total amount not to exceed three hundred fourteen thousand five hundred sixty-nine dollars (\$314,569.00), subject to the availability of funds therefor, as set forth above, and to take all necessary actions relating to such contracts, including determining whether the options available under the contract shall be exercised.



I hereby certify that this was
APPROVED BY THE BOARD ON 7/15/2021

ATTORNEY FOR PHA

RESOLUTION NO. 12165

RESOLUTION AUTHORIZING CONTRACTS FOR FINANCIAL LITERACY COUNSELING SERVICES WITH SOLE STRIVERS AND THE GOAL ATTAINMENT COMPANIES, LLC AND AFFORDABLE HOUSING CENTERS OF PENNSYLVANIA

WHEREAS, the Philadelphia Housing Authority ("PHA") has identified a need for financial literacy counseling services and a Request for Proposal was developed for the selection of companies to address fulfilling this requirement, according to established procedures and all applicable laws regarding public contracts; and

WHEREAS, the Request for Proposal was posted on PHA's website, advertised via local publications and chambers of commerce, mailed to qualified entities on PHA's Outreach List, and distributed to those who responded to the invitation; and

WHEREAS, the proposals were reviewed and evaluated by an evaluation committee and the supporting documents were reviewed by the Contracting Officer; and


WHEREAS, based upon the consensus evaluation and approval for presentation to the Board after additional review processes, including Board committee and resident leadership review, it is recommended that contracts be awarded to both Sole Strivers and the Goal Attainment Companies, LLC and Affordable Housing Centers of Pennsylvania; and

WHEREAS, work is to be assigned to each of the two (2) awardees at the discretion of the Contracting Officer based on need, performance and other legitimate business factors, and may be altered within the terms of the contracts at any time during the course of these contracts at the discretion of the contracting officer; and

WHEREAS, it is recommended that the aggregate amount to be expended under the two (2) contracts, combined, shall not exceed one million two hundred fifty thousand dollars (\$1,250,000.00) with a two-year base period and three (3) one-year option periods, as follows:

- 1) The aggregate not-to-exceed amount for the two-year base period is five hundred thousand dollars (\$500,000.00);
- 2) The aggregate not-to-exceed amount for the first one-year option period is two hundred fifty thousand dollars (\$250,000.00);
- 3) The aggregate not-to exceed amount for the second one-year option period is two hundred fifty thousand dollars (\$250,000.00); and
- 4) The aggregate not-to exceed amount for the third one-year option period is two hundred fifty thousand dollars (\$250,000.00);

BE IT RESOLVED, that the Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to conclude and execute contracts with Sole Strivers and the Goal Attainment Companies, LLC and Affordable Housing Centers of Pennsylvania for a total aggregate amount not to exceed one million two hundred fifty thousand dollars (\$1,250,000.00), subject to the availability of funds therefor, as set forth above, and to take all necessary actions relating to such contracts, including determining whether the options available under the contracts shall be exercised.

I hereby certify that this was
APPROVED BY THE BOARD ON 7/15/2021

ATTORNEY FOR PHA

RESOLUTION NO. 12166

RESOLUTION AUTHORIZING CONTRACTS FOR VACANT PROPERTY CLEAN OUT SERVICES WITH W & W CONTRACTORS, INC.; TOTAL ENVIRONMENTAL CONCEPT, INC.; TOWNES MECHANICAL CONTRACTOR, INC.; AND MILESTONE CONTRACTORS, INC.

WHEREAS, the Philadelphia Housing Authority ("PHA") has identified a need for vacant property clean out services and a Request for Proposal was developed for the selection of companies to address fulfilling this requirement, according to established procedures and all applicable laws regarding public contracts; and

WHEREAS, the Request for Proposal was posted on PHA's website, advertised via local publications and chambers of commerce, mailed to qualified entities on PHA's Outreach List, and distributed to those who responded to the invitation; and

WHEREAS, the proposals were reviewed and evaluated by an evaluation committee and the supporting documents were reviewed by the Contracting Officer; and

WHEREAS, based upon the consensus evaluation and approval for presentation to the Board after additional review processes, including Board committee and resident leadership review, it is recommended that contracts be awarded to W & W Contractors, Inc.; Total Environmental Concept, Inc.; Townes Mechanical Contractor, Inc.; and Milestone Contractors, Inc.; and

WHEREAS, work is to be assigned to each of the four (4) awardees at the discretion of the Contracting Officer based on need, performance and other legitimate business factors, and may be altered within the terms of the contracts at any time during the course of these contracts at the discretion of the contracting officer; and

WHEREAS, it is recommended that the aggregate amount to be expended under the four (4) contracts, combined, shall not exceed five million five hundred thousand dollars (\$5,500,000.00) with a two-year base period and three (3) one-year option periods, as follows:

- 1) The aggregate not-to-exceed amount for the two-year base period is two million two hundred thousand dollars (\$2,200,000.00); and
- 2) The aggregate not-to-exceed amount for the first one-year option period is one million one hundred thousand dollars (\$1,100,000.00);
- 3) The aggregate not-to exceed amount for the second one-year option period is one million one hundred thousand dollars (\$1,100,000.00); and
- 4) The aggregate not-to exceed amount for the third one-year option period is one million one hundred thousand dollars (\$1,100,000.00);

BE IT RESOLVED, that the Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to conclude and execute contracts with W & W Contractors, Inc.; Total Environmental Concept, Inc.; Townes Mechanical Contractor, Inc.; and Milestone Contractors, Inc., for a total aggregate amount not to exceed five million five hundred thousand dollars (\$5,500,000.00), subject to the availability of funds therefor, as set forth above, and to take all necessary actions relating to such contracts, including determining whether the options available under the contracts shall be exercised.



I hereby certify that this was
APPROVED BY THE BOARD ON 7/15/2021
[Signature]
ATTORNEY FOR PHA

RESOLUTION NO. 12167

RESOLUTION AUTHORIZING A CONTRACT WITH WELLADVANTAGE, THE WELL WORKPLACE, LLC TO PROVIDE EMPLOYEE WELLNESS PROGRAM ADMINISTRATION AND WELLBEING SERVICES

WHEREAS, the Philadelphia Housing Authority ("PHA") currently provides a wellness program and wellbeing services for its full-time, regular status employees, and wishes to continue to provide these services; and

WHEREAS, the current wellness program administration and wellbeing services contract in force expires July 31, 2021; and

WHEREAS, PHA entered into a contract with Model Consulting to perform employee benefits consulting and brokerage services, and the contract's Scope of Work included procurement and solicitation services on behalf of PHA for its employee benefits policies and services; and

WHEREAS, Model Consulting changed its name to CBIZ Model Consulting ("CBIZ"); and


WHEREAS, at PHA's request, CBIZ solicited wellness program administration and wellbeing services quotations from various providers; and

WHEREAS, the proposals and supporting documentation received in response to the solicitation were reviewed and evaluated by CBIZ; and

WHEREAS, based upon a recommendation from CBIZ, the consensus approval of the PHA evaluation committee, and additional review processes, including Board committee and resident leadership review, it is recommended that a contract be awarded to WellAdvantage, The Well Workplace, LLC; and

WHEREAS, it is recommended that the aggregate amount to be expended under the contract shall not exceed four hundred forty-six thousand dollars (\$446,000.00), with a two-year base period in an amount not to exceed two hundred eighteen thousand dollars (\$218,000.00) and two one-year option periods in an amount, for each one, not to exceed one hundred fourteen thousand dollars (\$114,000.00);

BE IT RESOLVED, that the Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to conclude and execute a contract with WellAdvantage, The Well Workplace, LLC, for a total four-year aggregate amount not to exceed four hundred forty-six thousand dollars (\$446,000.00), subject to the availability of funds therefore, as set forth above, and to take all necessary actions relating to such contract, including determining whether the options available under the contract shall be exercised.

I hereby certify that this was
APPROVED BY THE BOARD ON 7/15/2021

ATTORNEY FOR PHA

RESOLUTION NO. 12168

RESOLUTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PHILADELPHIA HOUSING AUTHORITY AND THE CITY OF PHILADELPHIA TO ADMINISTER EMERGENCY HOUSING VOUCHERS

WHEREAS, the Philadelphia Housing Authority (“PHA”) is a public body, corporate and political, organized and existing as a public housing authority in accordance with the Pennsylvania Housing Authorities Law of 1937, as amended, at Title 35 of the Pennsylvania Statutes; and

WHEREAS, The Office of Homeless Services (“OHS”) of the City of Philadelphia administers Philadelphia’s Homeless Continuum of Care (“CoC”); and

WHEREAS, the federal government awarded PHA eight hundred sixty-three (863) Emergency Housing Vouchers (“EHVs”) to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family’s homelessness or having high risk of housing instability; and

WHEREAS, the EHV Program requires a Memorandum of Understanding (“MOU”) between PHA and the CoC; and

WHEREAS, the OHS is committed to ensuring the success of the administration of the EHVs and integrating the CoC Board-approved prioritization and referral process for EHV-eligible participants through local coordinated entry system; and

WHEREAS, PHA and the City desire to enter into an MOU to recognize their common purpose to better serve participants through the implementation of the EHV program; and


WHEREAS, PHA and the City are strongly committed to ending homelessness and housing instability within the City of Philadelphia; and

WHEREAS, pursuant to the MOU, under funding provided to PHA through the EHV Program, PHA will pay OHS a total amount not to exceed eight hundred sixty thousand dollars (\$860,000.00) for homeless tenant assistance with utilities deposits, application fees, furniture and moving expenses and certain OHS staffing costs, to provide enhanced housing search and navigator services and tenant services liaison services; and

WHEREAS, this MOU will provide the structure for the formal relationship between PHA and the City;

BE IT RESOLVED, that the PHA Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee to execute and take any and all actions needed to effectuate the MOU, in substantially the form attached hereto, and the expenditure of a total amount not to exceed eight hundred sixty thousand dollars (\$860,000.00), as referenced in the MOU.



I hereby certify that this was
APPROVED BY THE BOARD ON 7/15/2021

ATTORNEY FOR PHA

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF PHILADELPHIA OFFICE OF HOMELESS SERVICES AND PHILADELPHIA
HOUSING AUTHORITY AGREEMENT**

This Memorandum of Understanding (MOU) has been created and entered this 1st day of July 2021 by and between the following parties in relation to their grant award from the U.S. Department of Housing and Urban Development (HUD) Emergency Housing Vouchers (EHV):

For the Public Housing Authority:
Philadelphia Housing Authority ("PHA")
2013 Ridge Avenue
Philadelphia, PA 19121

For the Philadelphia Continuum of Care as
Collaborative Applicant:
City of Philadelphia
Office of Homeless Services ("OHS")
Municipal Services Building
1401 JFK Boulevard, Suite 1030
Philadelphia, PA 19102

This Memorandum of Understanding ("MOU") between PHA and OHS concerns the implementation of the Emergency Housing Vouchers ("EHV") as described in the Section 3202 of the American Rescue Plan Act of 2021 (P.L.117-2) which appropriates \$5 billion for new incremental EHV's, the renewal of those EHV's, and fees for the cost of administering the EHV's and other eligible expenses defined by notice to prevent, prepare, and respond to the novel Covid-19 to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners and as further described in PIH Notice 2021-15.

The parties agree as follows:

WHEREAS PHA is a public body, corporate and political, organized, and existing as a public housing authority in accordance with the Pennsylvania Housing Authorities Law of 1937, as amended, at Title 35 of the Pennsylvania Statutes.

WHEREAS OHS is committed to cooperate and assist the PHA in ensuring the success of the EHV program. OHS is committed to integrate the CoC Board approved prioritization and referral process for EHV-eligible participants into the local coordinated entry system.

WHEREAS all parties desire to enter this MOU to recognize their common purpose to better serve participants through the implementation of the EHV program.

WHEREAS all parties are strongly committed to ending homelessness and housing instability within the City of Philadelphia.

I. Introduction and Goals

1. PHA is a public body, corporate and political, organized, and existing as a public housing authority in accordance with the Pennsylvania Housing Authorities Law of 1937, as amended, at Title 35 of the Pennsylvania Statutes.
2. OHS is committed to cooperate and assist the PHA in ensuring the success of the EHV program. OHS is committed to integrate the CoC Board approved prioritization and referral process for EHV-eligible participants into the local coordinated entry system.
3. All parties desire to enter this MOU to recognize their common purpose to better serve participants through the implementation of the EHV program.
4. All parties commit to expanding the effectiveness by coordinating with community stakeholders and the CoC Board to determine how to strategically target EHV's to best address community needs.
5. All parties agree that they will ensure effective communication and access for persons with disabilities, including but not limited to those with vision, hearing, or other communication-related disabilities and take reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP).
6. All parties commit to working together in the referral and screening of EHV-eligible participants and promoting the provision of supportive services to participants; and
7. All parties agree to the following goals and standards of success:
 - To ensure that rental assistance addresses homelessness.
 - To ensure that rental assistance helps eligible households find affordable and decent housing in a safe environment.
 - To help prevent domestic violence, dating violence, sexual assault, stalking, or human trafficking; and
 - To empower households to live independently and to successfully transition to self-sufficiency.

II. Lead EHV Liaisons and Responsibilities:

The PHA and OHS Liaisons named below, or their designees, will serve as the main point of contact within the agencies for the EHV voucher program; ensure smooth operations in making referrals, and facilitating successful move in and post move experience for participants enrolled in the program; ensure regular communication among the three agencies including trouble shooting if problems arise; and participate in regular meetings (in-person, by correspondence, by phone, or remote) of all parties to discuss utilization and address any identification and referral process issues (at least quarterly.)

1. Name and title of PHA Liaison: Bret Holden, Vice President for Leased Housing, Philadelphia Housing Authority (PA002).

2. Name and title of CoC Designee/Collaborative Applicant Liaison: Emily Camp-Landis, Director, Office of Homeless Services Supportive Housing Clearinghouse (PA500).

III. Statement of Cooperation

PHA and OHS agree to cooperate with any program evaluation efforts undertaken by HUD, or a HUD-approved contractor, including compliance with HUD-approved evaluation protocols and data sharing requests. See Appendix A.

- a) Identification of Data Elements: OHS shall create a list of data elements from OHS source systems to transfer to PHA for the purposes enumerated in this MOU, including any of the above-referenced program evaluations. This list of data elements will be attached to this MOU as Appendix A.
- b) Transfer of PHA Data to OHS. PHA shall:
 - i. establish a timeline for transfers of data from PHA to OHS.
 - ii. notify OHS of any changes to a source system structure, table or data element that will impact the transfer process; and
 - iii. collaborate with OHS staff to reconcile data feeds that do not load properly.

IV. Definitions:

1. EHV-Eligible Participants - individuals and families identified through Coordinated Entry and Assessment-Based Housing and Referral System (CEA-BHRS) process:
 - who are experiencing homelessness.
 - at risk of experiencing homelessness.
 - fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.
 - or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability
2. Homeless –
 - (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.
 - (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or

- (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

3. Imminent Risk –

- (2) An individual or family who will imminently lose their primary nighttime residence, provided that:
 - i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance.
 - ii. (i) No subsequent residence has been identified; and (ii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.

V. PHA Responsibilities

PHA will fulfill each of the following responsibilities:

1. Accept referrals certified by OHS and referred through the Clearinghouse as eligible for the EHV by way of the Coordinated Entry and Assessment-Based Housing and Referral System (CEA-BHRS).
2. The PHA will make public notice through a post on its website (<http://www.pha.phila.gov/>) notifying families on the PHA Housing Choice Voucher (HCV) waitlist of the availability of EHV. Any participants on the PHA's HCV waiting list, who are EHV-Eligible and contact PHA, will be referred to the OHS Prevention, Diversion, and Intake Unit for assessment.
3. PHAs must inform families on the HCV waiting list of the availability of EHV's by, at a minimum, either posting the information to their website or providing public notice in their respective communities. The PHA notice must describe the eligible populations to which the EHV's are limited and clearly state that the availability of these EHV's is managed through a direct referral process. The PHA notice must advise the family to contact the CoC (or any other PHA referral partner, if applicable) if the family believes they may be eligible for EHV assistance. In providing this notice, PHAs must ensure effective communication with persons with disabilities, including those with vision, hearing, and other communication-related disabilities. PHAs must also take reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP).
4. Amend the administrative plan in accordance with applicable program regulations and requirements, if needed.
5. Administer the vouchers in accordance with applicable program regulations and requirements.
6. Upon notification that vouchers have been awarded, train OHS staff on the PHA's HCV procedures.

7. Work with OHS to develop necessary data and tracking performance metrics, regarding the delivery of services to participants, using Philadelphia's Homeless Management Information System (HMIS).
8. Conduct at least quarterly meetings with OHS.
9. Offer landlord-tenant mediation to all EHV voucher holders pursuant to PHA's Administrative Plan.
10. Providing such assurances to owners of rental property as are reasonable and necessary to assist an EHV-eligible participant to rent a unit with an EHV voucher. When required, PHA will provide assurance by providing security deposits equal to one's month's rent, subject to change based on EHV funding availability, for EHV voucher holders.
11. Provide security deposit assistance to EHV referrals in need of financial assistance in securing a unit based on EHV funding availability.
12. Comply with the provisions of this MOU.

VI. OHS Responsibilities

OHS will fulfill each of the following responsibilities:

1. OHS will integrate the prioritization and referral for EHV eligible participants into the Coordinated Entry and Assessment-Based Housing Referral System (CEA-BHRS) process.
2. Prioritization of individuals and households for referral to the PHA will be made based upon approved Coordinated Entry and Assessment-Based Housing Referral System (CEA-BHRS) policies, as approved by the Continuum of Care Board, and codified in the Philadelphia Continuum of Care Governance Charter. Any subsequent changes to policies and amendments to the Governance Charter will automatically apply to the prioritization and referrals for EHV.
3. OHS will determine whether the household is eligible for an EHV (based on the qualifying definition for EHV assistance in PIH Notice 2021-15 HA) and will send Housing Choice Voucher applications to PHA.
4. OHS will be responsible for collecting and maintaining all relevant authorization forms and other notices allowing for the provision of services and collection and sharing of data ("Consent Form"). The Consent Form is attached to this MOU as Appendix B.
5. OHS or its provider agency, contracted through OHS, will provide housing search assistance to EHV participants who do not have case management with housing search services.
6. OHS will participate in regular meetings conducted by the PHA (at least quarterly); and

7. OHS will comply with the provisions of the MOU

VII. Payment for Services

PHA will pay OHS set forth below, with the total payment not to exceed eight hundred sixty thousand dollars (\$860,000.00) without written authorization and amendment to this MOU.

Such payment will be made at least quarterly on a reimbursement basis and upon receipt and approval of itemized invoices.

Eligible Expenses:

Utility Deposit Assistance
Application/Holding Fees
Furniture
Moving Expenses
Housing Search and Navigator Services
Tenant Services Liaison Services
Data Entry and Reporting to HUD

VIII. Term

This MOU shall become effective as of the date executed by OHS and PHA and continue so long as HUD continues to fund any Emergency Housing Vouchers awarded.

IX. Termination

1. Any party may terminate this MOU for the material nonperformance of the terms of this MOU by the other party if, within thirty (30) days after written notice is delivered by the performing party to the non-performing party setting forth the nature of the non-performance, the non-performing party fails to undertake reasonable efforts to cure such default within such thirty (30) day period or such other reasonable period agreed to by the parties.
2. Termination of this MOU, by either party, shall not affect the rights of the participants. In the event this MOU is terminated, OHS and PHA will cooperate with one another to ensure an orderly termination of the Program that minimizes impact upon the participants.

X. Amendment

1. This MOU cannot be altered, changed, modified, or amended except in a writing signed by all the Parties.

XI. Counterparts

1. This MOU may be executed in one or more counterparts, all of which taken together shall constitute one document.

XII. No Rights or Privileges

1. This MOU and the covenants set forth herein are for the sole benefit of the parties hereto; no other person shall have any right, claim, or interest, beneficial or otherwise, herein, and no person or persons other than the parties hereto shall have any right to bring any action relating to the subject matter of this MOU or any party's performance hereunder.
2. This MOU shall not be construed to create any employment relationship between the parties, or any employee, agent, or a contractor of the party. An employee, agent, or contractor for one party shall not be an agent, employee, or contractor of the other party merely because a party has assumed and is exercising the duties and responsibilities outlined in this MOU. Each party remains responsible for the direction, supervision, and control of its employees, agents, or contractors.

XIII. Applicable Law

1. This MOU shall be governed by the laws of the Commonwealth of Pennsylvania, without reference to its provisions concerning conflict of laws.
2. Each agency will work within its own departmental mandates and policies. Nothing contained herein supersedes the statutes, rules and regulations governing each agency.

To the extent that any provision of this MOU is inconsistent with any such statute, rule or regulation, the statute, rule, or regulation shall prevail.

XIV. Notice

1. All notices, including without limitation demands, requests, consents and other communications required or relating to this MOU shall be effective only if in writing, and shall be personally delivered or transmitted by email, telecopier, or shall be mailed by United States registered or certified mail, return receipt requested, postage prepaid, or shall be delivered by recognized overnight courier service, such as Federal Express, to the other party at such address as such party shall designate by notice, and shall be effective when delivered to such address. Any official U.S. Postal Service delivery receipt shall constitute conclusive proof of such delivery.

For the Public Housing Authority:
Philadelphia Housing Authority
2013 Ridge Avenue
Philadelphia, PA 19121

For the Continuum of Care Collaborative Applicant:
Philadelphia Continuum of Care (OHS) Collaborative Applicant
Authorized Representative and Governing Board Chairs

City of Philadelphia Office of Homeless Services
Municipal Services Building
1401 JFK Boulevard, Suite 1030
Philadelphia, PA 19102

IN WITNESS WHEREOF, this MOU is made and entered by the parties hereto, intending to be legally bound, on the day and year first above written.

Signed by

Kelvin A. Jeremiah
President & CEO, PHA

Date

Elizabeth Hersh
Director, OHS

Date

[Appendices Intentionally Not Included: Appendix A, Data Sharing and Appendix B, Consent Form]

APPENDIX 2

E-mailed General Public Comments

1) My name is **Giselle Smith** I live in L.E.B 731 N Markoe Street I've had a flood / leak in my house since the 8th as of right now it has not been fixed it's also mold in my house I have a 3month old baby living here as well yes I've been calling every day to get help yes the order is still open yes my manager seen the mold & the water it smells horrible & my furniture is damaged.

2) From **Nadeera Hood/Jennifer Bennetch**:

I will start by saying that I really do appreciate the opportunities you all have given me and the place we have come to. I hope you all understand that after what my family was subjected too I am triggered when the PHA Police engage in certain activities and I have to speak out about it.

First and foremost is Fredo. I want somebody to review the footage in order to prevent a malicious prosecution as well as so that the officers and maintenance workers who engaged in departmental violations and/or criminal activity that day can be held accountable. I am available anytime today to review the footage with you.

We also need to talk about some PHA/PHAPD policies.

Yesterday a blind elderly man received a letter from Detective Crystal Corrola of PHA Police Department informing him that he was under criminal investigation due to a complaint. This is problematic in many ways.

1. How can a blind man read a letter? Thank god he has a health aide that checks and reads his mail but it is inappropriate for the only notification of alleged criminal activity to a blind man is a letter.

2. Why does any complaint or phone call warrant a criminal investigation. This is unconstitutional and affects a protected class negatively. Would you be ok with being investigated by detectives because some miserable neighbor made something up? Do you investigate complaints against your employees and officers in the same manner? If I complain about an employee or PHA Police Officer will a detective open an investigation? Probably not because of due process and rights to be free for unreasonable search and seizures etc. rights you all seem to believe must be afforded to a certain class of people but can be disregarded when it comes to your tenants. Is Wayman Blackstock being criminally investigated by a detective for not disclosing he worked at PHA and Mosaic while Mosaic was bidding for Sharswood contracts (which they won)?

3. PHA Police should not be assigned to investigate any neighbor complaints unless substantial probable cause exists but PHA Police need to be completely prohibited from exercising jurisdiction or investigating complaints or incidents in scattered site units. Often times these incidents involve non PHA Tenants and non PHA property therefore opening the door for bias and extra jurisdictional activity. This is how my family was hurt and I am disgusted that it is still happening.

Other PHA Police Issues

1. We need accountability for PHA officers that act out of their jurisdiction for any reason. Last week Lt. Cassidy was out of his jurisdiction dealing with a snake. It was funny and not a big thing but today its a snake and tomorrow its my front door of chasing John Dawkins through North Philly. A shift commander acting out of his jurisdiction for any reason shows the p/o's that that behavior is acceptable.

2. PHA Police can not continue to unlawfully remove people from homes.

3 PHA Polices role in mixed income/ retail spaces owned by PHA. PHA Police are dangerous biased and unaccountable and we need to consider their role in various settings.

4. Plain clothes officers and unmarked vehicles. If i am detained/stopped by and undercover PHA officer who does not identify them self as such and I go to complain to PPD and am told no Philly officer stopped me how would i know what to do

3) From Sterling Johnson

I am making a general comment.

Pha needs to disband it's police and retrain them for other jobs.

A blind man received a letter stating that he was engaged in criminal activity. He found This out because of his aide reading the letter.

This is a blatant ADA violation. How are people with disabilities supported in meeting and talking about their issues?

The only correspondence he's received is from a detective accusing him of criminal activity. Is he supposed to talk to the property manager that probably made this allegation.

Receiving this letter caused a grave amount of distrust. How is a person with a disability supposed to feel safe enough to ask for assistance.

I have a disability and it can be a scary world. Where you asking for a assistance then put you at the whim of others. We found out about this issue because we have a connection with the person. Is the housing authority meeting its responsibilities under the ADA? Are they creating a welcoming environment so people can report and fix issues? Right now, it doesn't seem so nor does any in charge seem committed to doing that.

You need to change. We don't deserve to be treated like this.

Sterling Johnson