

**MEMORANDUM OF AGREEMENT
INTER-JURISDICTIONAL MOBILITY**

Among

ORANGE COUNTY HOUSING AUTHORITY

Division of OC Housing & Community Development & Homeless Prevention And

ANAHEIM HOUSING AUTHORITY

And

GARDEN GROVE HOUSING AUTHORITY

And

SANTA ANA HOUSING AUTHORITY

This Memorandum of Agreement, hereinafter referred to as "MOA," entered into on execution date, is by and among the Public Housing Agencies (PHAs) of the Cities of Anaheim, Garden Grove, Santa Ana and the County of Orange, a political subdivision of the State of California, referred to as "PARTY," or collectively as "PARTIES." The Parties agree and understand that each Party is a legally authorized PHA by the State of California to operate within their respective cities and to foster inter-jurisdictional mobility in the administration of the Department of Housing and Urban Development (HUD) Housing Choice Voucher (HCV) Program.

RECITALS

WHEREAS, the Housing Choice Voucher (HCV) Program, established pursuant to the provisions of Section 8 of the U.S. Housing Act of 1937, as amended (42 CFR U.S.C. 1437 f) authorizes the payment of rental subsidies to a private owner of housing units on behalf of eligible families who enter into a lease agreement for an eligible unit.

WHEREAS, the authority to enter into this MOA is contained in the following applicable federal regulations for the Housing Choice Voucher (HCV) Program 24 CFR Part 982. These regulations address Portability and related procedures and emphasize that PHAs must provide families with the broadest choice regarding the location of units, both within and outside their respective jurisdictions.

WHEREAS, the PHAs entering into this MOA are public housing agencies located and duly authorized to operate in the State of California.

WHEREAS, each PHA entering into this MOA has also entered into an Annual Contributions Contract (ACC) with HUD. Each PHA is also authorized to administer the Housing Choice Voucher (HCV) Program within its respective jurisdiction.

WHEREAS, the four jurisdictions covered by the PHAs entering into this MOA are located within the geographic boundaries of the County of Orange. These PHAs desire to execute this MOA to promote mobility and freedom of choice for low-income families seeking housing assistance under the Housing Choice Voucher (HCV) Program. This MOA is also intended to simplify, facilitate and improve inter-jurisdictional administration of the Housing Choice Voucher (HCV) Program by eliminating often cumbersome procedures that would otherwise be necessary under Portability requirements.

NOW THEREFORE, the Parties mutually agree as follows:

DEFINITION OF TERMS

For the purposes of this MOA, the following definitions shall apply:

- A. The term "Administrative Plan" is defined as the plan that describes PHA policies for the administration of the Housing Choice Voucher (HCV) Program.
- B. The term "Annual Contributions Contract" (ACC) shall mean a written agreement between HUD and a PHA to provide annual contributions for the purpose of providing Housing Assistance Payments (HAP) and other expenses pursuant to the Housing Choice Voucher (HCV) Program.
- C. The term "Host Jurisdiction" shall mean the jurisdiction of a PHA in Orange County where the Issuing PHA is not otherwise authorized to administer its Housing Choice Voucher Program, but to which an eligible family wishes to move and use a Voucher issued by the Issuing PHA.
- D. The term "Housing Quality Standards" (HQS) shall mean the minimum dwelling unit standards required to protect the health and safety of tenants.
- E. The term "HUD Portability Procedures" shall mean the procedures required by federal regulations governing the use of Vouchers in a jurisdiction of another PHA in the absence of a voluntary MOA between or among these agencies.
- F. The term "Inspection" shall mean examination of a rental unit for compliance with HQS.
- G. The term "Issuing PHA" shall mean a PHA that issued a Voucher to a family participating in the Housing Choice Voucher (HCV) Program in Orange County, California that wishes to move to another PHA's jurisdiction within Orange County (Host PHA).
- H. The term "Jurisdiction" shall mean the geographical area in which a PHA has authority under state and local law to administer the Housing Choice Voucher (HCV) Program.
- I. The term "Mobility" is distinct from Portability and shall mean the movement of Housing Choice Voucher Holders among the four PHAs within the geographic boundaries of the County of Orange, California, the details of which are outlined in this MOA.
- J. The term "Portability" shall mean a Voucher recipient's right to move from one PHA's jurisdiction to another PHA's jurisdiction within the United States and associated territories.
- K. The term "Quality Control Inspection" shall mean any one of the random sample inspections performed by the Host PHA upon request by the Issuing PHA pursuant to Section III (D)(3)(e) to ensure compliance with HUD HQS standards.
- L. The term "Voucher(s)" shall mean a HUD Housing Choice Voucher.

AGREEMENT

The parties to this MOA hereby find and declare that the above Recitals and Definitions of Terms are true and correct, and incorporated herein by this reference.

In consideration of the mutual advantages to be derived from this MOA, the PHAs entering into this MOA agree to the following provisions:

I. Inter-Jurisdictional Program Administration

- A. With the exception of portability and mobility between the Santa Ana and Garden Grove PHAs, the Parties hereby authorize each other to administer the Housing Choice Voucher (HCV) Program within the Host PHA's jurisdictional boundaries, subject to the terms of this MOA.
- B. The Parties shall cooperate with one another to the maximum extent possible including the sharing and exchanging of the information necessary for the effective implementation of this MOA.
- C. The Parties agree that the flat fees included in the Fee Schedule found in Attachment I, incorporated herein by reference, are reasonable for the performance of services required.
- D. Pursuant to this MOA, the Issuing PHA shall retain 100% of its administrative fees under the Housing Choice Voucher (HCV) Program. No administrative fee shall be owed to the Host PHA whenever a family leases a unit within the Host PHA's jurisdiction.

II. PHA Administrative Plans- Generally

The Parties recognize that their respective Administrative Plans may not be identical in all respects and therefore, the Parties agree that, except as set forth in this MOA, the Administrative Plan of the Issuing PHA shall govern administration of a Voucher issued by that PHA, regardless of the PHA jurisdiction in which it is used. Exceptions to this general rule are found in the Sections describing Payment Standards, Utility Allowances, Rent Reasonableness Standards, and Housing Quality Standards, as referenced in Section 111, Paragraphs B., C., and D, respectively, and found below.

III. Rules Regarding Payment Standards, Utility Allowances, Rent Reasonableness Standards, and Housing Quality Standards (HQS)**A. General Provisions**

It is hereby agreed that whenever a Voucher issued by an Issuing PHA is to be used in another PHA's jurisdiction, the standards of the Host PHA's Payment Standards, Utility Allowances, Rent Reasonableness Standards, and Housing Quality Standards will apply. Documentation completed by the Host PHA will verify that standards have been met and comply with HUD requirements. Failure of the Host PHA to verify that the standards stated above have met and comply with HUD requirements may result in the Host PHA's termination from the MOA. If the Host PHA does not cure the breach within 30 days, the Host PHA will not be entitled to payment of inspection fees for the standards not met. Party in breach shall be liable for any claims arising from this breach.

B. Payment Standards and Utility Allowances

The PHAs entering into this MOA shall adopt Payment Standards and Utility Allowances in compliance with 24 CFR Parts 982.503 and 982.517 respectively.

C. Rent Reasonableness Standards

A Host PHA shall be required to provide a Rent Reasonableness Certification ("RRC") to the Issuing PHA at the time the HOS inspection request is returned. The Host PHA, in issuing such information, certifies that it has conducted a diligent analysis of prevailing rents in their jurisdiction. By accepting the RRC, the Issuing PHA is not responsible and shall not be held liable for any errors or omissions on the part of the Host PHA. The Host PHA agrees to assume any and all liability for any errors or omissions on the part of the Host PHA as it relates to this Paragraph III, Section C.

D. Housing Quality Standards (HQS) Inspections

1. PHAs entering into this MOA shall maintain HQS equal to or exceeding those required by HUD.
2. When the Host PHA uses standards that exceed or are more stringent than the minimum standards required by HUD, such standards shall apply for all housing inspections performed by the Host PHA pursuant to this MOA.
3. The Host PHA is responsible for the completion of HOS inspection requests from an Issuing PHA. This includes:

a. Initial Inspections

In order to assist an eligible family expeditiously, upon receipt of the inspection request from an Issuing PHA, the Host PHA will complete the HQS inspection, including all related documentation, within fifteen (15) calendar days of the date that the Host PHA confirms with the owner that the unit is ready for inspection. The Host PHA will bill the Issuing PHA a fee for this service, as per the agreement detailed in Exhibit I of this MOA entitled Fee Schedule.

b. Annual Inspections

Requests for an annual HOS inspection to the Host PHA will be completed within sixty (60) calendar days of the date the request was received. The Host PHA will be responsible for the scheduling and performance of an annual HOS inspection request. The Host PHA will bill the Issuing PHA a fee for this service, as per the agreement detailed in Attachment I of this MOA entitled Fee Schedule.

c. Special Inspections

Upon receipt of a request from the Issuing PHA for a special HQS inspection to address non-life threatening matters the Host PHA will schedule and complete the special inspection within fifteen (15) calendar days of the date that the Host PHA has confirmed receipt of the request. For life-threatening emergencies, the PHAs will work together to inspect as quickly as feasible. The Issuing PHA may request that one of their staff be present at these special inspections. The Host PHA will bill the Issuing PHA a fee for this service, as per the agreement detailed in Exhibit I of this MOA entitled Fee Schedule.

d. Suspected Fraud Inspections

The Issuing PHA, after written notification to the Host PHA, will be permitted to conduct such inspections

as deemed necessary in accordance with its own established policies and procedures.

e. **Quality Control Inspections and Monitoring**

To ensure compliance with HUD HQS standards, each Issuing PHA will select a random sample of inspections performed and "passed" by the Host PHA within the previous sixty (60) days. The Issuing PHA will then submit a request to the Host PHA for performance of quality control inspection of the sample. The Host PHA will complete the monitoring no more than thirty (30) days from the date of the Issuing PHA's request. For assisted units in the Host PHA's jurisdiction, the quantity of quality control inspections to be performed by the Host PHA are as follows:

- 5 inspections for 100 assisted units, plus 1 for each additional 25 units
- 10 inspections for 200 assisted units, plus 1 for each additional 25 units
- 15 inspections for 300 assisted units
- 1 additional inspection for every additional 100 units above 300

The Host PHA will bill the Issuing PHA a fee for this service, as per the agreement detailed in Exhibit I of this MOA entitled Fee Schedule.

f. **Special Programs Inspections**

With the mutual consent of participating agencies, the provisions of this Mobility Agreement will also apply to specialized housing programs including, but not limited to Veterans Affairs Supportive Housing and Housing Opportunities for Persons with AIDS.

- g. The Host PHA shall indemnify, defend with counsel approved in writing by Issuing PHA, and hold Issuing PHA, its elected and appointed officials, officers, employees, agents and those special districts and agencies which Issuing PHA's governing body ("Indemnitees") harmless from any claims, **demands or liability of any kind or nature**, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Host PHA pursuant to this Section 111.D. If judgment is entered against Host PHA and Issuing PHA by a court of competent jurisdiction because of the concurrent active negligence of Issuing PHA or its Indemnitees, Host PHA and Issuing PHA agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- h. The Issuing PHA is not responsible and shall not be held liable for any errors or omissions on the part of the Host PHA. The Host PHA agrees to assume any and all liability for any errors or omissions on the part of the Host PHA as it relates to this Paragraph III, Section D.

IV. Exchange of Records and Documents

- A. In order to ensure timely transactions between the PHAs entering into this MOA, the PARTIES will utilize a mutually agreed upon file sharing and storage system to electronically deliver relevant information and documentation required to carry out the operations outlined in this MOA. Delivery will occur between the PHAs entering into this Agreement not less than once per week, as necessary, and as agreed upon. More frequent delivery service may occur upon arrangement by all PHAs entering into this MOA.

- B. The cost of the aforementioned file sharing and storage system will not exceed \$12,000/year. Each PARTY will host the system for one year on a rotating basis. On a yearly, rotating basis (effective January 1 of each year and ending December 31 of that year), the full cost of the system will be paid by the participating PHA next in rotation ("hosting PHA").
- C. In the event that alternative technology or resources become available that is more cost-effective or efficient than the existing service in exchanging records and documents, the use of the existing service may be modified, through a written amendment by mutual agreement of the PHAs.

V. Performance

The PHAs entering into this MOA will retain sufficient resources to meet the anticipated workload that may be generated as a result of this MOA. Should an unanticipated event or emergency occur that has an impact upon the Host PHA's ability to complete an inspection within the performance criteria set forth in this MOA, the Host PHA will notify the Issuing PHA. The Issuing PHA will determine which of the following options is to be taken: (1) Performing the inspection themselves, or; (2) Extending the timeframe that the Host PHA has to complete the inspection, based upon a mutually agreeable period by each respective PHA.

VI. Agreement Limitations

This MOA is intended solely for the purpose of administering the Housing Choice Voucher (HCV) Program, and no other programs administered by the PHAs entering into this MOA. This MOA will not conflict with, nor prejudice, any federal regulations governing Portability procedures under the Housing Choice Voucher (HCV) Program as they relate to any other PHAs who are not a party to this MOA.

VII. Yearly Exchange of Files

On an annual basis, the Parties have the option of exchanging the administration of an agreed-upon number of Vouchers administered by any other PHA/Party with the appropriate Issuing PHA. It is emphasized that this yearly exchange of files/assisted tenants is optional, and dependent upon a mutual agreement between the respective Parties. If agreed upon, such yearly exchanges will occur when mutually convenient and shall represent a one-for-one exchange where feasible. PHAs will also ensure the exchange of information is granted in a uniform and complete fashion, including, but not limited to, owner tax identification of any such files exchanged. The Parties agree to maintain the exchanged files pursuant to HUD issued regulations and policy guidelines.

VIII. Termination of Participation

- A It is hereby agreed that a PHA may terminate its participation in this MOA upon a ninety (90) calendar day written notice to all the Parties. The termination of participation in this MOA by any PHA shall not result in the termination of the MOA in its entirety. The MOA's term shall continue among the remaining Parties.

- B. At the date of termination, the PHA will thereafter be subject to HUD Portability Procedures. The terminating PHA shall implement the HUD Portability Procedures for such Vouchers, and within a reasonable time, not to exceed ninety (90) calendar days after notification to the other PHAs of the intent to terminate participation.

IX. Term of Agreement

Unless terminated as specified in Section VIII Paragraph A, this MOA is effective through April 30, 2022.

NOW THEREFORE, as the governing board of each of the PHAs has duly authorized, and in witness of the foregoing, the PHAs hereby execute this MOA.

AGREEMENT
INTERJURISDICTIONAL ADMINISTRATION
Of Housing Choice Voucher (HCV) Program

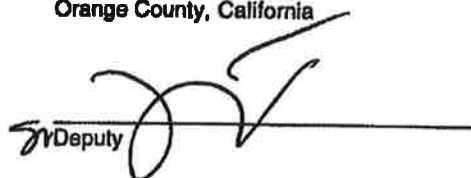
ORANGE COUNTY HOUSING AUTHORITY

Concur:


Julia Bidwell, Executive Director

4/26/17
Date

Approved as to Form:
Office of the County Counsel
Orange County, California

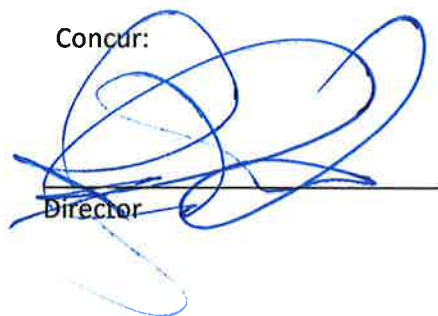

Deputy

3/25/2017
Date

AGREEMENT
INTERJURISDICTIONAL ADMINISTRATION
OF HOUSING CHOICE VOUCHER (HCD) PROGRAM

ANAHEIM HOUSING AUTHORITY

Concur:



Director

6/5/17

Date

Concur:




Deputy City Attorney

5/11/17

Date

Attest:

By: 

City Clerk

6/14/17

Date

AGREEMENT
INTERJURISDICTIONAL ADMINISTRATION
Of Housing Choice Voucher (HCV) Program

GARDEN GROVE HOUSING AUTHORITY


Concur:



Director


6/1/17
Date

Approved as to Form:



City Attorney

5-31-17
Date

ATTEST: 
TERESA POMEROY, CMC
City Clerk
City of Garden Grove
DATED: June 1, 2017

AGREEMENT
INTERJURISDICTIONAL ADMINISTRATION
Of Housing Choice Voucher (HCV) Program

SANTA ANA HOUSING AUTHORITY


Concur:


Cynthia Kurtz,
Interim City Manager

6/26/17
Date



ROBERT C. CORTEZ
Deputy City Manager

Approved as to Form:


Assistant City Attorney
Ryan O. Hodge

May 9, 2017
Date

ATTEST:


MARIA D. HUIZAR
CLERK OF THE COUNCIL
City of Santa Ana

AGREEMENT
INTERJURISDICTIONAL ADMINISTRATION
Of Housing Choice Voucher (HCV) Program

ATTACHMENT I
FEE SCHEDULE

The fees set forth under this schedule regard specific activities covered under this Agreement. The following fees may be amended at any time by mutual agreement of all participating PHAs. Such agreement may be evidenced by the written concurrence of the Executive Directors of the PHAs entering into this Agreement.

1. The Host PHA shall be reimbursed the sum of one hundred and fifty dollars (\$150.00) for each inspection requested by the Issuing PHA, including one (1) follow-up re-inspection, if needed.
2. In the event an additional re-inspection is required, the Host PHA shall be reimbursed the sum of seventy-five dollars (\$75.00) for each such additional re-inspection requested by the Issuing PHA.
3. The Host PHA may be further reimbursed for any additional expenses as may be mutually agreed upon between PHAs for services requested by the Issuing PHA that may not be covered by these inspections.
4. Payment for the file sharing and storage system not exceed \$12,000/year will be paid by the participating PHA next in rotation.

Expenses for the services above will be billed to the Issuing PHA and shall be paid to the Host PHA within 45 days of the date billed.