

First Amendment to the Memorandum of Agreement for Interjurisdictional Mobility

This First Amendment (**Amendment**), dated as of _____ 2020, is made to the Memorandum of Agreement for Interjurisdictional Mobility (**Agreement**) previously executed by and among the Public Housing Agencies (**PHAs**) of the Cities of Anaheim, Garden Grove, Santa Ana, (**Cities**) and the County of Orange (**County**), which are sometimes individually referred to as "**Party**" or collectively as "**Parties**".

Recitals

The Parties entered into this Agreement in 2017 was to foster interjurisdictional mobility in the administration of the Department of Housing and Urban Development (**HUD**) Housing Choice Voucher (**HCV**) Program.

The purpose of this Amendment is to address the roles and responsibilities of the issuing PHA and the host PHA when using Project Based Vouchers (**PBV**) for Housing Choice Voucher (**HCV**) recipients and/or for Special Purpose Voucher (**SPV**) recipients in the host PHA's jurisdiction, which may have different requirements than the HCV Program.

The Parties, recognizing the potentially different requirements for the PBV and SPV recipients in the host PHA's jurisdiction are desirous to amend the 2017 Agreement.

In consideration of the mutual obligations set forth herein, Parties agree as follows:

1. The Agreement is amended to add the following terms in the form of an attachment to the Agreement, to be named as follows: "ATTACHMENT II ADDITIONAL TERMS FOR ADMINISTRATION OF PROJECT BASED VOUCHERS (PBV) FOR HOUSING CHOICE VOUCHER (HCV) RECIPIENTS AND/OR FOR SPECIAL PURPOSE VOUCHER (SPV) RECIPIENTS IN THE HOST PHA'S JURISDICTION" (**Attachment II**). Attachment II is attached to this amendment and incorporated herein by reference.

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 Amendment:

ORANGE COUNTY HOUSING AUTHORITY

Julia Bidwell, Executive Director
Date:

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

Deputy

DRAFT

ANAHEIM HOUSING AUTHORITY

, Director
Date:

Approved as to Form:

Assistant City Attorney
Date

ATTEST:

By: _____
City Clerk

DRAFT

GARDEN GROVE HOUSING AUTHORITY

, Director
Date

Approved as to Form:

City Attorney
Date

ATTEST:

By: _____

DRAFT

SANTA ANA HOUSING AUTHORITY

, Director
Date:

Approved as to Form:

 for _____
City Attorney
Date

ATTEST:

By: _____

DRAFT

ATTACHMENT II
ADDITIONAL TERMS FOR ADMINISTRATION OF PROJECT BASED VOUCHERS (PBV) FOR HOUSING CHOICE VOUCHER (HCV) RECIPIENTS AND/OR FOR SPECIAL PURPOSE VOUCHER (SPV) RECIPIENTS IN THE HOST PHA'S JURISDICTION

1. **Definition of Terms:**

“Agreement to enter into Housing Assistance Program contract (AHAP)”: The Agreement is a written contract between the PHA and the owner in the form prescribed by HUD. The Agreement defines requirements for development of housing to be assisted. When development is completed by the owner in accordance with the Agreement, the PHA enters into a HAP contract with the owner.

“Environmental review”: The federally required review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and related applicable federal laws and authorities in accordance with 24 CFR 58.5 and 58.6.

“Family Unification Program (FUP)”: FUP is a SPV program where vouchers are made available to families for whom the lack of adequate housing is a primary factor in the imminent placement of the family’s child, or children, in out-of-home care, or in the delay of discharge of the child, or children, to the family from out-of-home care. FUP vouchers are also made available to youths ages 18 to 25 who left foster care at age 16 or older who lack adequate housing. The FUP is generally administered in partnership with the Social Services Agency (SSA).

“Housing Assistance Program (HAP) Contract”: The housing assistance payments contract between the PHA and the owner.

“Non-Elderly Disabled (NED)”: Non-Elderly Disabled is a SPV program that is designed to provide assisted housing to families whose head, spouse, or co-head is disabled and under 62 as of the date of signing the HAP contract. NED Category 2 vouchers are specifically for non-elderly people with disabilities transitioning from nursing homes or other health facilities into the community.

“Responsible entity (RE)”: The unit of general local government within which the project is located that exercises land use responsibility for purposes of determining to whom the required Environmental Review should be submitted.

“Special Purpose Vouchers (SPV)”: Special Purpose Vouchers are specifically provided for by Congress in line item appropriations which distinguish them from regular vouchers. Examples of SPV are Veteran Affairs Supportive Housing (VASH), Family Unification Program (FUP), Mainstream Vouchers, and Non-Elderly Disabled.

“Veteran Affairs Supportive Housing (VASH)”: VASH is a SPV program that combines HCV rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs at its medical centers and in the community.

2. Environmental Review and Subsidy Layering Review

If the host City has funding or project-based vouchers in a project that triggers the need for an Environmental Review, the host City shall be responsible for the completion of an Environmental Review as outlined in 24 CFR part 50 and 58 for submission to the Responsible Entity(ies). The issuing PHA shall collaborate with and provide general guidance as necessary to the host City. The host City shall provide proof of submission, a copy of the Environmental Review and copy of the HUD form 7015.16 – Authority to Use Grant Funds, to the issuing PHA within 3 business days of its submission to the Responsible Entity(ies) and upon receipt of approval.

If the host City does not have funding in a project, or if the host City’s funding in a project does not trigger an Environmental Review, the completion of an Environmental review shall be done by the PHA whose funding triggered the Environmental Review requirement.

In the event a subsidy layering review (SLR) is necessary in accordance with the requirements of the Housing and Economic Recovery Act of 2008 (HERA) or to satisfy the requirements of section 102 (d) of the Department of Housing and Urban Development Reform Act of 1989 (HUD Reform Act) and is performed by the Housing Credit Agency (HCA), the PHA with Project Based Vouchers in the project shall be responsible for the SLR requirements. If the host PHA has vouchers in the project, the review responsibility shall default to the host PHA. The issuing PHA shall collaborate with and provide general guidance as necessary to the host PHA.

The host PHA, if responsible for the SLR, shall provide proof of SLR submission, along with a copy of the SLR, to issuing PHA within 3 business days of its submission to the Responsible Entity(ies).

The allocation of responsibilities in the above paragraphs may be subordinate to a negotiated agreement made outside of this document.

AHAP/HAP

Developer shall execute a separate AHAP as required, and HAP, for each participating PHA when two or more PHAs agree to issue project-based vouchers in an affordable housing project in a host PHAs jurisdiction.

4. Inspection

Pre-HAP contract inspections of the completed contract units shall be completed by the host PHA in adherence to 24 CFR 983.103, the executed AHAP, when applicable, and the MOA (2017 Agreement). The host PHA must inform the issuing PHA within seven (7) calendar days whether the work has been completed in accordance with regulation, the AHAP and/or MOA. In the event the host PHA is unable to meet the established deadline, the host PHA will allow the issuing PHA to inspect the completed contract units in order to limit delays in development.

If the host PHA determines that work deficiencies exist, the host PHA shall notify the developer of the affordable housing project within seven (7) calendar days of the extent of the deficiencies and the requirements and procedures for correction of the contract units.

Upon receipt of an inspection request for a turnover inspection or a Biennial inspection for contract units from an issuing PHA, the host PHA will complete the inspection and all related documentation, per 24 CFR 983.103 and FR Notice 6/25/14, within seven (7) calendar days of the date of the issuing PHA's request.

5. Initial Rent

Estimated initial rent to owner shall be established within a period consistent with the MOA (2017 agreement) by the host PHA. The initial contract rents for each unit shall not exceed the amount authorized per 24 CFR 983.301. The standards of the host PHA's Payment Standards, Utility Allowances, Rent Reasonableness Standards, and HQS will apply.

The Parties agree that the project developer shall maintain separate and distinct AHAP and HAP agreements for each participating PHA.

6. Tenant Selection

The Parties agree that the awarded number of project-based vouchers from the awarding/issuing PHA is directly connected to a number of units within the project. To that end, the awarded project-based vouchers must remain available to the issuing PHA for use upon tenant turnover.

Tenant selection determined by issuing PHA criteria.

7. Post Move in Activities

MOA (2017 agreement) rules regarding Payment Standards, Utility Allowances, Rent Reasonableness Standards, and Housing Quality Standards (HQS) shall remain unchanged when applied to the use of Project Based Vouchers for Housing Choice Voucher recipients and/or for Special Purpose program voucher recipients in the host PHA's jurisdiction.

The issuing PHA shall administer any additional post move in activities.

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