

**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:

I. RECITALS

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

II. 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.

III. Inter-jurisdictional Program Administration

- A. With the exception of portability and mobility between the Santa Ana and Garden Grove housing authorities, 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.

IV. 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, Section V, Paragraphs B, C, and D, respectively, and found below.

V. 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 HQS 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 Section V, Paragraph 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 HQS 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 HQS 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 HQS 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 V.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 Section V, Paragraph D.

VI. 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

- A. The Parties, recognize there are different requirements for the PBV and SPV recipients in the host PHA’s jurisdiction. Such differences shall be effectuated pursuant to Attachment II, incorporated herein by reference.

VII. 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 in 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.

VIII. 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.

IX. 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.

X. 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 keep the exchanged files pursuant to HUD issued regulations and policy guidelines.

XI. Termination of Participation

- A It is hereby agreed that a PHA may terminate its participation in this MOA with 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.

XII. Term of Agreement

Unless terminated as specified in Section XI Paragraph A, this MOA is effective through April 30, 2027.

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

--- SIGNATURE PAGES FOLLOW ---

ORANGE COUNTY HOUSING AUTHORITY

Julia Bidwell, Executive Director

Date

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

Deputy

Date

ANAHEIM HOUSING AUTHORITY

, Director

Date

Approved as to Form:

Assistant City Attorney

Date

ATTEST:

By: _____
City Clerk

GARDEN GROVE HOUSING AUTHORITY

, Director

Date

Approved as to Form:

City Attorney

Date

SANTA ANA HOUSING AUTHORITY

Steven Mendoza , Director

Date

Approved as to Form:



Ryan O. Hodge
Assistant City Attorney

March 22, 2022

Date

ATTEST:

By: _____
Daisy Gomez
City Clerk

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.

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 include but are not limited to Veteran Affairs Supportive Housing (VASH), Family Unification Program (FUP), Mainstream Vouchers, Non-Elderly Disabled, and Emergency Housing Vouchers (EHVs).

"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.

3. 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 . 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 and no payment will be made to the host PHA.

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 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 is determined by issuing PHA criteria.

7. Post Move in Activities

MOA 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.