

Garden Grove Housing Authority

INTER-DEPARTMENT MEMORANDUM

To:	Matthew J. Fertal	From:	Susan Emery	
Dept:	Director	Dept:	Community Development	
Subject:	MEMORANDUM OF AGREEMENT AMONG GARDEN GROVE, ANAHEIM, AND ORANGE COUNTY HOUSING AUTHORITIES		Date:	November 27, 2012

OBJECTIVE

To seek Housing Authority approval of the Inter-Jurisdictional Agreement among the Garden Grove, Anaheim and Orange County Housing Authorities

BACKGROUND

The Garden Grove Housing Authority currently operates under an approved Mobility Agreement with the Anaheim and Orange County Housing Authorities. This agreement has been in effect since November 6, 2007, and allows Section 8 participants to move with assistance easily within the three jurisdictions.

DISCUSSION

The effective date of the revised agreement is December 1, 2012 and the body of the agreement has remained relatively unchanged. The revised agreement has been reviewed and approved as to form by the City Attorney.

FINANCIAL IMPACT

There is no financial impact to the General Fund. Fees will be paid by federal grants received from the Department of Housing & Urban Development.

RECOMMENDATION

It is recommended that the Housing Authority:

- Approve the Memorandum of Agreement Inter-Jurisdictional Mobility Agreement among the Garden Grove, Anaheim and Orange County Housing Authorities; and

ADOPTION OF MOBILITY AGREEMENT REVISION

DECEMBER 1, 2012

November 27, 2012

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- Authorize the Director to execute the Agreement and any subsequent revisions or amendments.



SUSAN EMERY

Community Development Director



By: Danny Huynh

Housing Authority Manager

Attachment 1: Memorandum of Agreement - Inter-Jurisdictional Mobility

**Recommended for Approval**



**Matthew Fertal  
Director**

**MEMORANDUM OF AGREEMENT  
INTER-JURISDICTIONAL MOBILITY**  
Among  
**ORANGE COUNTY HOUSING AUTHORITY**  
Division of OC Community Services  
And  
**ANAHEIM HOUSING AUTHORITY**  
And  
**GARDEN GROVE HOUSING AUTHORITY**

This Memorandum of Agreement, hereinafter referred to as "MOA," entered into on the date first written below, is by and among the Public Housing Agencies (PHAs) of the Cities of Anaheim, Garden Grove, and the County of Orange, a political subdivision of the State of California. Each of the Cities and the County of Orange are authorized as a 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) Section 8 Rental Housing Choice Voucher (HCV) Program, referred to as "PARTY," or collectively as "PARTIES."

**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 CR Part 982, 982.353, and 982.355. 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 three 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 MEMORANDUM OF AGREEMENT, the following definitions shall apply:

- A. The term "Administrative Plan" is defined as the plan that describes PHA policies for the administration of the Section 8 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 programs, 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 "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 (Orange County) that wishes to move to another PHA's jurisdiction within Orange County (Host PHA).
- G. 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.
- H. The term "Mobility" is distinct from Portability and shall mean the movement of Housing Choice Voucher Holders among the three PHAs within the geographic boundaries of the County of Orange, California (e.g. Anaheim, Garden Grove, and Orange County), the details of which are outlined in this MOA.

- I. 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.
  
- J. The term "Voucher(s)" shall mean a HUD Section 8 Housing Choice Voucher.

## **AGREEMENT**

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

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.

### **I. Inter-jurisdictional Program Administration**

- A. The PHAs entering into this MOA hereby authorize each of the other PHAs entering into this MOA to administer the Housing Choice Voucher (HCV) Program within the Host PHA's jurisdictional boundaries, subject to the terms of this MOA.
  
- B. The PHAs entering into this MOA will cooperate with one another to the maximum extent possible, including the sharing and exchanging of information which may be necessary for the effective implementation of this MOA.
  
- C. It is often difficult to estimate the administrative costs incurred by both the Issuing and Host PHA in order to conform to federal regulations. Therefore, the flat fees the PHAs have agreed to in this MOA are considered reasonable estimates for the performance of services required. Pursuant to this MOA, the Issuing PHA shall retain 100% of its administrative fees under the Housing Choice Voucher (HCV) Program, and 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 – General Rule**

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. The exceptions to this general rule include the following: Payment Standards, Utility Allowances, Rent Reasonableness Standards, and Housing Quality Standards as referenced in Section III, Paragraphs B., C., and D. 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.

B. Payment Standards and Utility Allowances

The PHAs entering into this MOA shall exercise due diligence in adopting Payment Standards and Utility Allowances that reflect the current real estate market.

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.

D. Housing Quality Standards (HQS)

1. The 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

Referrals for an annual HQS inspection to the Host PHA will be completed within 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 (e.g. those resulting from damages, complaints, etc.), 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. 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 delineated in Attachment 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.

#### **IV. Courier Service and Exchange of Records and Documents**

- A. In order to ensure timely transactions between the PHAs entering into this MOA, a courier service will be employed to deliver relevant information required to carry out the conditions outlined in this MOA. Courier service will occur between the PHAs entering into this Agreement not less than once per week, as necessary. More frequent courier service may occur upon arrangement by all PHAs entering into this MOA.

- B. Payment for such courier services will be borne by each participating PHA on a yearly, rotating basis, effective January 1 of each year and ending December 31 of that year.
- C. In the event that an alternative technology or resource becomes available that is more cost-effective or efficient than the courier service in exchanging records and documents, the use of the courier service may be modified by mutual agreement of the PHAs. The PHAs entering this MOA are receptive to exploring electronic methods of document exchanges including electronic imaging, email, and FAX.

**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, each PHA entering into this MOA has the option of undertaking the necessary procedures to exchange with the appropriate Issuing PHA the administration of an agreed-upon number of Vouchers administered by any other PHA covered in this MOA. It is emphasized that this yearly exchange of files/assisted tenants is optional, and dependent upon a mutual agreement between the respective PHAs in this MOA. If agreed upon, such yearly exchanges will occur when mutually convenient and shall represent a one-for-one exchange when feasible. PHAs will also insure that there is uniformity regarding documentation, including owner tax identification of any such files exchanged.



**VIII. Termination of Participation**

- A. It is hereby agreed that a PHA may terminate its participation in this MOA at any time after submitting a written notice to all the PHAs that have entered into this MOA. Such notice will occur no later than sixty- (60) calendar days prior to taking such action. The termination of participation in this MOA by any PHA shall not result in the termination of the entire MOA, and the MOA shall continue among or between the remaining PHAs covered by this MOA.
  
- B. If a PHA decides to terminate its participation in this MOA, on the date of termination the PHA will be subject thereafter to HUD Portability Procedures. Such PHA shall take the necessary steps to implement the HUD Portability Procedures into effect for such Vouchers, and within a reasonable time, not to exceed sixty- (60) calendar days, after notification to the other PHAs of the intent to terminate participation.

**IX. Term of Agreement**

This MOA will remain in effect for a five-year period, December 1, 2012 through November 30, 2017. However, any of the PHAs participating in this MOA may elect to terminate participation in this MOA under the provisions of VIII. A. above.

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 Section 8 Housing Choice Voucher (HCV) Program

ORANGE COUNTY HOUSING AUTHORITY

Concur:

\_\_\_\_\_  
Karen Roper, Executive Director

\_\_\_\_\_  
Date

AGREEMENT  
INTER-JURISDICTIONAL ADMINISTRATION  
Of Section 8 Housing Choice Voucher (HCV) Program

ANAHEIM HOUSING AUTHORITY

Concur:

\_\_\_\_\_  
, Director

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
, City Attorney

\_\_\_\_\_  
Date

AGREEMENT  
INTER-JURISDICTIONAL ADMINISTRATION  
Of Section 8 Housing Choice Voucher (HCV) Program

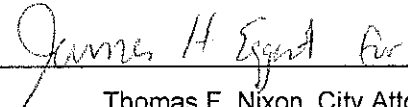
GARDEN GROVE HOUSING AUTHORITY

Concur:

\_\_\_\_\_  
Matthew J. Fertal, Director

\_\_\_\_\_  
Date

Approved as to Form:

  
\_\_\_\_\_  
Thomas F. Nixon, City Attorney

10/16/2012  
\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT  
INTER-JURISDICTIONAL ADMINISTRATION  
Of Section 8 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.

Expenses for the services above will be billed to the Issuing PHA and shall be paid promptly to the Receiving PHA.