

RESOLUTION 2020 – 7

**RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT
BETWEEN THE HOUSING AUTHORITY COUNTY OF MORRIS
AND THE HOUSING AUTHORITY TOWN OF DOVER**

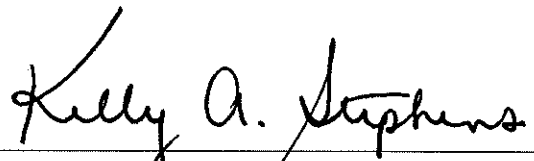
WHEREAS, the Housing Authority County of Morris wishes to enter into an agreement with the Housing Authority Town of Dover in order to foster Inter-Jurisdictional Mobility in the Administration of the Department of Housing and Urban Development (HUD) Section 8 Rental Housing Choice Voucher Program; and

WHEREAS, this MOA is intended solely for the purpose of administering the Housing Choice Voucher Program for the Mainstream Voucher, Congregate Living Facility participants and any additional mutually agreed upon projects within its jurisdictional boundaries; and

WHEREAS, this MOA will not conflict with, nor prejudice, any federal regulations governing Portability procedures under the Housing Choice Voucher Program as they relate to any other PHAs who are not a party to this MOA; and

WHEREAS, this MOA will have no end date, however, it is agreed that either PHA may terminate this MOA at any time by providing the other PHA with sixty (60) calendar days written notice.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority County of Morris do hereby approve this MOA between the Housing Authority County of Morris and the Housing Authority Town of Dover.



Kelly A. Stephens, Director/Secretary

3/12/20

Date Adopted

**MEMORANDUM OF AGREEMENT
INTER-JURISDICTIONAL MOBILITY
Among
HOUSING AUTHORITY COUNTY OF MORRIS
And
HOUSING AUTHORITY TOWN OF DOVER**

This Memorandum of Agreement, hereinafter referred to as "MOA" entered into as of March 12, 2020 is by and among the Housing Authority of the County of Morris (HACM) and the Housing Authority Town of Dover (HATD). HACM and HATD are authorized as a Public Housing Agency (PHA) in the State of New Jersey 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, HACM and HATD are each referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Housing Choice Voucher (HCV) Program, established pursuant to the provisions of Section 8 of the US Housing Act of 1937, as amended (42 CFR USC 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 b g4

WHEREAS, the authority to enter into this MOA is contained in the following applicable federal regulation or the Housing Choice Voucher (HCV) Program: 24 CFR 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 Parties entering into this MOA are PHAs and duly authorized to operate in the State of New Jersey.

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

WHEREAS, the jurisdiction covered by each of the Parties entering into this MOA are located within the geographic boundaries of the County of Morris. The Parties 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, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

DEFINITION OF TERMS

For the purpose 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 for 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 HACM, as the PHA in the County of Morris where the Issuing PHA (as defined below) is not otherwise authorized to administer its program, but to which an eligible family wishes to move and use a Voucher issued by the Issuing PHA.
- D. The term "Host PHA" shall mean HACM.
- E. The term "Housing Quality Standards" (HQS) shall mean the minimum dwelling unit standards required to protect the health and safety of tenants.
- F. 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.
- G. The term "Issuing PHA" shall mean HATD, in its capacity as the PHA that issued a Voucher to a family participating in the Housing Choice Voucher (HCV) Program in Dover, New Jersey (Morris County) that wishes to move to another PHA's jurisdiction within Morris County.
- 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 two PHAs within the geographic boundaries of the County of Morris, New Jersey.
- J. The term "Portability" shall mean a Voucher recipient's right to move from one PHAs jurisdiction to another PHAs jurisdiction within the United States and associated territories.
- K. The term "Voucher" shall mean a HUD Section 8 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.

I. Inter-Jurisdictional Program Administration

- A. The PHAs authorize each other to administer the Housing Choice Voucher (HCV) Program for the participants receiving the Mainstream Voucher, residing at the Congregate Living Facility and any additional mutually agreed upon projects within its jurisdictional boundaries.
- B. The PHAs entering into this MOA will cooperate with one another to the maximum extent possible and permissible by law, including sharing and exchanging of information which may be necessary for the effective implementation of this MOA.

- C. Pursuant to this MOA, the Issuing PHA (Housing Authority Town of Dover) 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 (Housing Authority County of Morris) 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.

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

Whenever a voucher is issued by the Issuing PHA (Housing Authority Town of Dover), the standards of their Payment Standards, Utility Allowances, Rent Reasonableness Standards and Housing Quality Standards will be apply. The Issuing PHA (Housing Authority Town of Dover) will be responsible for all inspections.

IV. Agreement Limitations

This MOA is intended solely for the purpose of administering the Housing Choice Voucher (HCV) Program for the Mainstream Voucher, Congregate Living Facility participants and any additional mutually agreed upon projects within its jurisdictional boundaries.

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.

V. Termination of Participation

It is hereby agreed that either party may terminate this MOA at any time by providing the other party with sixty (60) calendar days written notice.

VI. Term of Agreement

This MOA will have no end date. However, either party may elect to terminate this MOA under the provisions of Section V. above.

VII. Miscellaneous

This MOA may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. The parties shall be entitled to sign and transmit an electronic signature of this MOA (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein and shall serve as an original. Each of the Parties warrants to the other that the person or persons executing this MOA on its behalf has or have the authority to do so and that such execution has fully obligated and bound such party to all terms and provisions of this MOA.

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

AGREEMENT
INTERJURISDICTIONAL ADMINISTRATION
Of Section 8 Housing Choice Voucher (HCV) Program

Housing Authority County of Morris

Concur:




Kelly A. Stephens, Executive Director

3/12/2020
Date

Town of Dover Housing Authority

Concur:



Maria Tchinchinian, Executive Director

3/12/2020
Date