

**Memorandum of Agreement (MOA)
Part A**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0237
Expires 2/28/2011

Public reporting burden for the collection of information required for Parts A and B of the Memorandum of Agreement is estimated to average 13.74 hours depending on size of Public Housing Agency (PHA). This includes the time for collecting, reviewing, and reporting the data. The information will be used for monitoring PHA progress in bringing performance up to standard levels. Response to this request for information is required in order to receive the benefits to be derived, including eligibility to apply for funding. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

MEMORANDUM OF AGREEMENT

This Agreement is made this the [] day of [], 200[], by and between the Housing Authority of [], State of [] (PHA), and the Secretary of the United States Department of Housing and Urban Development (HUD) acting by and through the Director of the [] Field Office pursuant to the requirements of Section 6 (j)(2)(C) of the United States Housing Act of 1937, 42 U.S.C. 1437 (“the Act”), as implemented in the Public Housing Assessment System (PHAS), 24 CFR Part 902, et seq.).

The PHA entered into a Low Rent Public Housing Annual Contribution Contract (“ACC”) Number [] pursuant to the authority of the Act on [], as subsequently amended, with HUD. As a result, HUD provides funding to the PHA to operate and maintain affordable and decent, safe, and sanitary public housing to its low-income residents.

Under the authority of 6(j) of the Act, the PHA was evaluated in accordance with the provisions of PHAS and was designated as “troubled” as defined at 24 CFR Section 902.67(c).

Under the requirements of the Act and 24 CFR Section 902.75, those housing authorities which are designated as troubled must enter into a binding contractual agreement designated as a Memorandum of Agreement (MOA) with HUD. The primary purpose of this MOA is to “substantially improve” the Authority’s PHAS score as that term is defined at 24 CFR Section 902.75 (g)(2). However, this MOA is not intended to reflect every performance defect that the PHA may have.

Accordingly the parties agree to the following:

1. The parties agree that this MOA is a binding contractual agreement between the PHA and HUD.
2. This MOA shall consist of:
 - a. This Part A, Terms and Conditions;
 - b. Part B, Performance Targets and Strategies, which sets out the:
 - 1) Baseline Data
 - 2) Strategies to be used by the PHA in achieving the performance targets within the time period of the MOA;

- 3) Target dates for completion of strategies; and,
- 4) Technical assistance to the PHA provided or facilitated by HUD; The description of the involvement of local public and private entities, including PHA resident leaders in carrying out the agreement and rectifying the PHA's problem in accordance with the requirements of 24 CFR Section 902.75(b)(8).

3. The PHA agrees that the performance targets, strategies, and time frames specified in this MOA are reasonable and that it will take all actions within its control to complete them as set out in this Agreement.

4. HUD agrees to provide technical assistance as stated in Part B to the Authority and, based upon the compliance with the MOA, give the PHA appropriate consideration for discretionary or competitive funding resources, as those resources are available to HUD.

5. The Executive Director of the PHA shall provide to the HUD staff (as designated in Part B), a written progress report based upon that reporting period's scheduled targets and strategies as set out in Part B. This report shall be furnished no later than the 15th of the succeeding month following the end of a scheduled reporting period and shall identify the accomplishment and/or failure of each task/goal to be completed that period. The Executive Director shall also complete quarterly and annual reports as required by Part B.

6. Subsequently, the designated HUD staff shall provide a response, no later than the 1st of the succeeding month after receipt of the written progress report provided, to the Executive Director of the PHA that identifies the current accomplishments/shortfalls for the period. The HUD response will be based upon that period's PHA progress report and supporting documents. The Executive Director shall include the report on the agenda for discussion or action for the immediately upcoming monthly PHA Board Meeting.

7. A substantial default of this agreement will occur if HUD determines that the PHA has failed to meet any of the terms of, or to make reasonable progress to meet any requirements included in this MOA. Such failure specifically includes but is not limited to, the failure to provide the written progress reports required under paragraph 5.

8. Failure by the PHA to achieve any of the performance targets or any of the terms of this MOA may result in HUD's imposition of sanctions, such as the imposition of management budget controls by HUD, declaration of substantial default, and subsequent actions, including but not limited to the appointment of a receiver, or other actions deemed appropriate by HUD.

9. This MOA does not supersede, modify or amend the ACC or in any way excuse the PHA from complying fully with its obligations under the ACC or the Act and its implementing regulations. HUD does not waive its rights under the ACC, the Act, or its implementing regulations. The PHA continues to be obligated to comply with all applicable requirements contained in the ACC, the Act, and its implementing regulations. The PHA's satisfaction of, or failure to meet, the goals set forth in this MOA does not limit, modify or preclude HUD's right to take any remedial action allowed by the ACC or any provision of the Act or its implementing regulations. If HUD determines that the PHA is in substantial default of the ACC, the Act, or its implementing regulations, this MOA shall terminate without further notice.

10. This MOA creates no third party benefits or right in any person or entity not a party to this Agreement.

11. The PHA affirmatively states that it has complied with all State and Local requirements precedent to entering into this MOA.

12. This agreement shall be in full force and effect, binding the parties from [redacted] (*date of MOA*) to [redacted] (*one year from date*). This document may be amended by a document signed by all parties to this original agreement.

(Insert PHA name)

[redacted]

[redacted]

By: *(Insert name)*
Chairperson

Date

[redacted]

[redacted]

By: *(Insert name)*
Executive Director

Date

U.S. Department of Housing and Urban Development

[redacted]

[redacted]

By: *(Insert name)*
Director, Field Office Name

Date

[redacted]

[redacted]

By: *(Insert name)*
Deputy Director, Field Office Name

Date