

Memorandum



Date: December 10, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Memorandum of Understanding Between Miami-Dade County
and US Department of Housing and Urban Development

EDHS

Agenda Item No. 4(A)

RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) authorize the execution of the attached Memorandum of Understanding (MOU) with the United States Department of Housing and Urban Development (US HUD).

FISCAL IMPACT

Approval of this item does not create a fiscal impact to the County.

SCOPE

Execution of the two-year MOU authorizes the return of the Miami-Dade Housing Agency (MDHA) and its programs to the County. Return of possession of MDHA is expected to occur no later than mid-January 2009. MDHA programs and services are provided countywide, except within certain municipalities that have their own housing authority, such as Hialeah Housing Authority, Housing Authority of the City of Miami Beach, and Homestead Housing Authority.

BACKGROUND

On July 17, 2008 the BCC approved the execution of an amendment to the Settlement Agreement and Work Plan ("Amendment") relating to the possession and control of the Miami Dade Housing Agency (MDHA), which included the requirement to 1) outsource the management of the Section 8 Housing Choice Voucher (HCV) Program, and 2) select a development partner and the entering into a contract with the selected developer for the Scott/Carver HOPE VI site. Upon the completion of these two requirements, which are separate items on this same agenda, the attached two-year MOU can be executed to return possession of MDHA back to the County.

In addition, the Amendment requires the approval and execution of an MOU which will: 1) identify various action items for MDHA once possession is returned to the County, including any performance and/or compliance deficiencies that were identified prior to, or as a result of US HUD's temporary possession of MDHA's projects and programs; 2) describe the actions that will be necessary to correct each deficiency; 3) provide a timetable for the correction of each deficiency; 4) require completion of any outstanding items contained in Paragraph I of the Amendment; and 5) include any intervention identified in 24 C.F.R. Section 902.83, for failing to comply with the terms of the MOU.

During the two-year time period, US HUD will review the progress information provided by MDHA and the results of any independent reviews taken by US HUD to determine whether the items required by the MOU have been successfully completed. Failure to comply with this MOU, including the failure to take actions described in the attached Action Plan to the MOU (Action Plan) or the timeframes set forth in the Action Plan, may result in US HUD 1) providing technical assistance to MDHA staff to correct deficiencies,

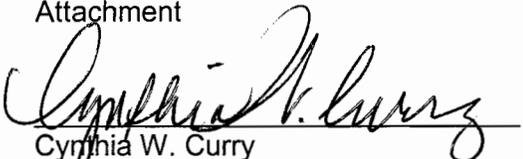
2) assuming possession and operational responsibility for all or any of the projects and programs administered by MDHA, and 3) outsourcing the management and operation of all or part of MDHA's projects or programs, amount other options as delineated in the MOU.

The significant items in the Action Plan include, but are not limited to:

- Improving the coordination of MDHA operations and initiatives with other County departments;
- Improving the BCC's oversight of MDHA by establishing a separate standing committee pursuant to the BCC Rules of Procedure;
- Relocation of MDHA's central offices to one location;
- Ensuring continuity and preservation of trained agency staff including senior management;
- Continuing progress to ensure the development objectives for the Scott Carver HOPE VI initiative are met;
- Increasing the efficiency and timeliness of Section 8 landlord payments;
- Implementation of internal control to ensure sustainability of program compliance;
- Improving the efficiency, reporting, analysis, and accountability of the Section 8 Housing Choice Voucher Program;
- Reducing long-term public housing unit vacancies by 500 (from the 725 identified);

County staff and US HUD have been working in a supportive manner to achieve the desired outcome of returning possession of MDHA's projects and programs to the County as expeditiously as possible. Approval of this MOU will accomplish that goal.

Attachment



Cynthia W. Curry
Senior Advisor to the County Manager

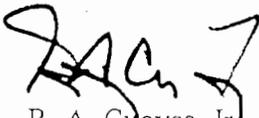


MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: January 20, 2009

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.
1-20-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MIAMI-DADE COUNTY AND THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AS REQUIRED BY THE SETTLEMENT AGREEMENT BETWEEN THE COUNTY AND HUD

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, the Board authorizes the County Mayor or the County Mayor's designee to execute the Memorandum of Understanding (MOU) with the United States Department of Housing and Urban Development (HUD), in substantially the form attached hereto, as required by the Settlement Agreement between the County and HUD; and further authorizes the County Mayor or the County Mayor's designee to take all actions necessary to accomplish same and to execute all necessary agreements following approval by the County Attorney's Office; and to exercise amendment, modification, renewal, cancellation and termination clauses on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman
Jose "Pepe" Diaz
Carlos A. Gimenez
Joe A. Martinez
Dorin D. Rolle
Katy Sorenson
Sen. Javier D. Souto
Audrey M. Edmonson
Sally A. Heyman
Dennis C. Moss
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Terrence A. Smith

**Memorandum of Understanding between Miami-Dade County and the United States
Department of Housing and Urban Development**

This Memorandum of Understanding (“MOU”) is entered into between MIAMI-DADE COUNTY (“County”) and the UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (“HUD”) (“Amendment”) as of this ___ day of _____, 2009.

RECITALS

WHEREAS, under the United States Housing Act of 1937, as amended, (“Act”), 42 U.S.C. § 1437 *et seq.*, the United States Department of Housing and Urban Development (“HUD”) is responsible for administering low income housing programs, including but not limited to the Section 8 housing choice voucher program, and pursuant to the Act, HUD has entered into Annual Contributions Contracts (“ACCs”) with Miami-Dade County (“the County”) to provide funding for the Section 8 and public housing programs administered by the Miami-Dade Housing Agency (“MDHA”); and

WHEREAS, pursuant to a Settlement Agreement, dated October 18, 2007, between HUD and the County, HUD assumed temporary possession of the projects and programs of MDHA; and

WHEREAS, the Settlement Agreement was amended on August 25, 2008; and

WHEREAS, the Amended Settlement Agreement (“Agreement”) between HUD and the County sets forth, as one of the conditions for the return of possession of the projects and programs of MDHA to the County, the execution of an Memorandum of Understanding; and

WHEREAS, since taking temporary possession of the projects and programs of MDHA, HUD has identified additional deficiencies in these projects and programs; and

WHEREAS, the parties desire to correct all HUD-identified deficiencies through the implementation of this MOU and an Action Plan (“Plan”),

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, HUD and the County agree as follows:

- I. Upon return of possession of the projects and programs of MDHA to the County, the County will complete any items that remain outstanding from Paragraph 1 of the Agreement and any additional identified deficiencies, which are further described in the Plan attached hereto as Exhibit A and incorporated by reference. The Plan describes the actions that are necessary to correct each HUD-identified deficiency and establishes a timetable for the correction of each deficiency.
- II. Upon return of possession of the projects and programs of MDHA to the County, the County will complete the items listed in the Plan within the timeframes set forth therein.

- III. The term of this MOU is two (2) years following the date on which possession of the projects and programs are returned to the County.
- IV. HUD, in its discretion, may provide technical assistance, including training or contract support, to MDHA to facilitate accomplishment of the items in this MOU. Compliance with this MOU, however, shall not be contingent on the provision of any technical assistance or other discretionary assistance being provided by HUD
- V. The County shall provide HUD with monthly written progress reports detailing the County's progress towards completion of the items required by this MOU. In addition, the County shall provide quarterly and annual reports in a format agreed to by the County and HUD. The County shall specifically identify in these reports those items it believes have been completed and provide any necessary documentation to support this determination.
- VI. HUD will oversee and monitor MDHA's progress under the MOU and otherwise retains its oversight authority with respect to MDHA, as provided by Federal laws, regulations and the ACCs. For purposes of this MOU, the term "oversight authority" does not mean HUD has possession of the projects and programs of MDHA. HUD will review the information provided by the County and the results of any independent reviews undertaken by HUD to determine whether the items required by this MOU have been successfully completed. HUD will provide the County with written confirmation of items that HUD has determined have been successfully completed by the County.
- VII. If at any point during the term of the MOU, the County disagrees with HUD's determination concerning the completion of any item required by this MOU, the County may request reconsideration of the determination. The County may submit additional information to support their position. Within ten (10) business days from the receipt of the County's request for reconsideration, the Assistant Secretary for Public and Indian Housing or designee will determine whether the documentation provided by the County is sufficient to conclude the item was completed. HUD will provide the County with written notice of its decision.
- VIII. Failure of the County to comply with this MOU, including the failure to take the actions described in the Action Plan or to comply with the timeframes set forth in Action Plan, may result in HUD taking any of the following actions sequentially, simultaneously or in any combination:
 - a. Provide technical assistance for existing MDHA management staff;
 - b. Select or participate in the selection of an Alternative Management Entity to provide technical assistance or other services up to and including contract management of all or any part of the projects and programs administered by MDHA;

- c. Assume possession and operational responsibility for all or any part of the projects and programs administered by MDHA;
- d. After the solicitation of competitive proposals, select an administrative receiver to manage and operate all or part of MDHA's projects and programs; or
- e. Petition for the appointment of a receiver to the United States District Court or any court of the State of Florida.

The parties by mutual written agreement may agree to extend the timeframes set forth in the Plan from time to time. In the event said timeframes are extended, HUD agrees that it will not take any of the actions against the County as set forth in this section of the MOU for noncompliance with original timeframes.

- IX. The designated liaison for HUD is the Assistant Secretary for Public and Indian Housing. The designated liaison for the County is Jose Cintron, Miami-Dade County MDHA Liaison, Miami-Dade Housing Agency, 1401 N.W. 7th Street, Miami, Florida 33125, telephone number (305) 644-5123. The parties shall direct all matters arising in connection with the performance of this MOU, other than notices, to the attention of the liaisons for attempted resolution or action. The Liaisons shall be responsible for overall coordination and oversight relating to the performance of this MOU.

All notices, demands, or other communications to the HUD under this MOU shall be in writing and shall be sent by certified mail to:

United States Department of Housing and Urban Development
 U.S. Department of Housing and Urban Development
 451- 7th Street, SW, Room 4100
 Washington, D.C. 20410
 Attn: Assistant Secretary for Public and Indian Housing

All notices, demands, or other communications to the County under this MOU shall be in writing and shall be sent by certified mail to:

Miami-Dade County
 111 N.W. 1st Street, Suite 2810
 Miami, Florida 33128
 Attn: County Manager

HUD and the County shall also provide a copy of all notices to the Liaisons. All notices required by this MOU shall be considered delivered upon receipt. Should any party change its address, written notice of such new address shall promptly be sent to the other parties.

- X The HUD and the County are independent contractors. No party is an employee or agent of any other party. Nothing in this MOU shall be interpreted to establish any relationship other than that of independent contractors, between HUD and the County, or between

their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this MOU.

- XI. The HUD and the County, their employees, subcontractors, partners or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this MOU to which their activities are subject.
- XII. Notwithstanding any provisions of this MOU to the contrary, the parties shall not be held liable for any failure or delay in the performance of this MOU that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties, provided that said failure or delay in the performance of this MOU attributed to any of the events described herein is acknowledged in writing by HUD. Upon the issuance of HUD's written acknowledgement, the failure to perform shall be deemed excused during the continuance of such circumstances as determined by HUD, but this MOU shall otherwise remain in effect.
- XIII. In the event any provisions of this MOU shall conflict, or appear to conflict, the MOU, including all exhibits, attachments and all other documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- XIV. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this MOU by the parties, their successors and assigns shall not be deemed a waiver of any rights or remedies, nor shall it relieve the other parties from performing any subsequent obligations strictly in accordance with the term of this MOU. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this MOU specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- XV. Should any term or provision of this MOU be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not effect any other term or provision of this MOU, to the extent that the MOU shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- XVI. This MOU may be amended only with the written approval of the parties hereto.
- XVII. This MOU states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this MOU. However, this MOU does not supersede, modify or amend the Agreement or the ACC as further described in Paragraph XIX. The parties recognize that any representations, statements or negotiations made by the staff of either party does not

suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This MOU shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

- XVIII. This MOU may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement.
- XIX. This MOU does not supersede, modify or amend the ACCs between HUD and the County, or in any way excuse the County from complying fully with its obligations under the ACC. HUD does not waive its statutory, regulatory or contractual rights under the ACC. Nothing contained in this MOU shall serve to limit, modify or preclude HUD's right to take any remedial action allowed by the ACC or any provision of the Act or related regulations. Additionally, this MOU does not supersede, modify or amend the Agreement, or in any way excuse the County or HUD from complying fully with their obligations under the Agreement. Nothing contained in this MOU shall serve to limit, modify or preclude HUD or the County's right to take any remedial action allowed by the Agreement.
- XX. The parties agree that any cost associated with the implementation of this MOU and the Plan shall be their individual responsibility, unless expressly agreed between the parties that they will share in said cost.

.IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this MOU on the date first written above.

UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT

By: _____

ATTEST:
Harvey Ruvin, Clerk

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

Deputy Clerk

By: _____
George M. Burgess
County Manager

Approved for legal form and
sufficiency:

By: _____
Assistant County Attorney

ACTION PLAN

Part of Memorandum of Understanding (MOU) between the
County of Miami Dade and the Miami Dade Housing Agency and the U. S. Department of Housing and Urban Development
January 2009

AREA: GOVERNANCE

Objective/Goal	Tasks	Target Accomplishment Date	Actual Accomplishment Date	Lead Staff	Comments/Accomplishments
Improve Coordination of Miami Dade County's Housing Agency operations and Housing Initiatives among County Departments	<ul style="list-style-type: none"> ▪ Create an interagency working group to include members from all County Agencies involved with the Housing Agency's operations and/or affordable housing 	06/30/09		County: Jose Cintron, George Burgess, County Agency Directors	
	<ul style="list-style-type: none"> ▪ Host quarterly meetings with working group 	07/31/09 10/31/09 01/31/10		County: Jose Cintron, George Burgess, County Agency Directors	
	<ul style="list-style-type: none"> ▪ Change the name of the Agency to MDPHA (Miami Dade Public Housing Agency) 	06/30/09		County: Jose Cintron, George Burgess, MDC Board of Commissioners	
Improve oversight and monitoring of MDPHA by the Board.	<ul style="list-style-type: none"> ▪ Establish a separate BCC Housing Committee pursuant to the BCC Rules of Procedure. 	03/31/09		County: Jose Cintron, George Burgess, MDC Commissioners	
	<ul style="list-style-type: none"> ▪ Provide Board Training to all Committee members 	4/30/08 for Initial Training and then for the duration of the MOU		HUD: Oversight Team	

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Objective/Goal	Tasks	Target Accomplishment Date	Actual Accomplishment Date	Lead Staff	Comments/Accomplishments
<p>Ensure Cooperative Agreements are in place and include clearly defined baselines for the delivery of services.</p>	<ul style="list-style-type: none"> ▪ Develop Cooperative Agreements, interlocal agreements, interdepartmental agreements and/or Memoranda of Understanding between the County and other local governments and between MDHA and other County departments, where necessary. 	<p>09/30/09</p>		<p>County: Jose Cintron, George Burgess, MDC Commissioners</p> <p>Other Localities and governing body</p> <p>HUD: Oversight Team</p>	
<p>Ensure Deeds of Trust for all properties exist and are accurate</p>	<ul style="list-style-type: none"> ▪ Review existing Cooperative Agreements and make amendments as necessary. ▪ Review existing deeds and take necessary action to modify as appropriate; create deeds where none exist 	<p>09/30/09</p>		<p>County: Jose Cintron, County Attorney's Office</p> <p>HUD: Oversight Team</p>	
<p>Increase performance, capacity and efficiency at MDPHA</p>	<ul style="list-style-type: none"> ▪ All deeds are recorded ▪ Provide technical assistance to MDPHA 	<p>12/31/09</p> <p>Duration of MOU</p>		<p>HUD Oversight Team and the County</p>	

AREA: ORGANIZATION AND STAFFING

Objective/Goal	Tasks	Target Accomplishment Date	Actual Accomplishment Date	Comments/Accomplishments
Relocate MDPHA Central Office staff into one location	<ul style="list-style-type: none"> ▪ Lease the space ▪ Complete Build Out ▪ Complete Move 	12/31/08 05/31/09 06/30/09		County: Jose Cintron, MDHA, Mari-Saydal Hamilton (MDHA), Jose Rivero (MDHA), Wendi Norris (GSA), Victor Rodriguez (ESTD), MDC Commissioners

Objective/Goal	Tasks	Target Accomplishment Date	Actual Accomplishment Date	Lead Staff	Comments/Accomplishments
Ensure continuity and preservation of trained agency staff, including Senior Management	<ul style="list-style-type: none"> ▪ Obtain HUD concurrence for hiring and terminating Senior Executive Management Staff ▪ Identify key positions that Miami Dade will exempt from bumping at MDPHA. 	Duration of MOU 12/31/08		County: Jose Cintron, George Burgess, Angela Maher HUD: HUD Oversight Team	
Ensure integrity of PHA "core business" functions	<ul style="list-style-type: none"> ▪ Obtain HUD concurrence for any addition of non-HUD funded programs to be administered by MDPHA ▪ Review organizational structure and staffing levels ▪ Establish a table of organization that complies with HUD's Asset Based Management Model and the Operating Fund Final Rule ▪ Hire positions depicted in the Table of Organization 	Duration of MOU 01/31/09 03/31/09 09/30/09		County: Jose Cintron, George Burgess, HR at MDPHA, HR at MDC and MDC Commissioners HUD: HUD Oversight Team	
Increase performance, capacity and efficiency at MDPHA	<ul style="list-style-type: none"> ▪ Provide technical assistance to MDPHA 	Duration of MOU		HUD Oversight Team and the County	

AREA: DEVELOPMENT INITIATIVES

Objective/Goal	Tasks	Target Accomplishment Date	Actual Accomplishment Date	Lead Staff	Comments/Accomplishments
<p>Continue progress to ensure the development objectives for the Scott Carver HOPE VI initiative are met</p>	<ul style="list-style-type: none"> ▪ Execute the Master Development Agreement with the selected developer ▪ Consult with local stakeholders, including the former residents of Scott Carver Homes , throughout the remainder of the development process ▪ Complete a new concept plan ▪ Execute appropriate documents, including phase closing documents, etc. as appropriate ▪ Address the environmental issues identified in Sector II and develop a plan that includes potential funding sources for remediation 	<p>01/31/09</p> <p>Duration of MOU</p> <p>03/31/09</p> <p>Duration of MOU</p> <p>06/30/09</p>		<p>County: Jose Cintron, George Burgess, MDC Board of Commissioners</p> <p>MDPHA, selected developer</p> <p>MDPHA, selected developer</p> <p>MDPHA, George Burgess, selected developer, HUD</p> <p>Jose Cintron, George Burgess, other County Departments (DERM, DHS, OCED, etc)</p>	

Objective/Goal	Tasks	Target Accomplishment Date	Actual Accomplishment Date	Lead Staff	Comments/Accomplishments
Identify and implement other development initiatives to increase affordable housing	<ul style="list-style-type: none"> Obtain approval from the BCC for General Obligation Bonds (GOB) funding revisions 	03/31/09		County: Jose Cintron, George Burgess, other County Departments HUD: Special Applications Center	
	<ul style="list-style-type: none"> Obtain final approval from HUD for any necessary dispo/demo applications 	04/30/09			
	<ul style="list-style-type: none"> Solicit developers for identified GOB sites 	06/30/09			
	<ul style="list-style-type: none"> Select developers and proceed with projects 	09/30/09			
Increase performance, capacity and efficiency at MDPHA	Provide technical assistance to MDPHA	Duration of MOU		HUD Oversight Team and the County	

AREA: FINANCE

Objective/Goal	Tasks	Target Accomplishment Date	Actual Accomplishment Date	Lead Staff	Comments/Accomplishments
Increase efficiency and timeliness of Section 8 landlord payments Implement Internal Controls to ensure sustainability of program compliance	<ul style="list-style-type: none"> Require direct deposit for all Section 8 Landlords on a phased basis. 	01/31/2010		County: Jose Cintron, Craig Clay County: Jose Cintron, Craig Clay	
	<ul style="list-style-type: none"> Implement business process review recommendations identified by Deloitte & Touche 	09/30/09 (50%) 09/30/10 (50%)			
	<ul style="list-style-type: none"> Complete Internal Control Checklists included in the 	Duration of MOU			

<p>Perform routine accounting functions</p>	<p>Financial Policies and Procedures Guide</p> <ul style="list-style-type: none"> ▪ Consider options for assistance from a third party for interim performance of functions (contractor, County finance, etc.) ▪ Identify staffing insufficiencies and hire where appropriate ▪ Train new and existing personnel 	<p>01/31/09</p> <p>06/30/09</p> <p>Duration of MOU</p>	<p>County: Jose Cintron, Craig Clay, George Burgess, other County Departments (DPM, Finance, Budgeting, etc.)</p> <p>HUD Oversight Team</p>	
<p>Meet HUD Requirements under FASS by completing timely and accurate reconciliation of bank accounts and determining cash position immediately</p>	<ul style="list-style-type: none"> ▪ Establish separate bank accounts to include at a minimum: <ul style="list-style-type: none"> ○ General Operating Account ○ Section 8 Housing Choice Voucher ○ Section 8 Administrative Fee ○ Other Section 8 Programs ○ Public Housing ○ FSS Section 8 ○ FSS Public Housing ○ Security Deposits ▪ Complete necessary modifications to Standard Operating Procedures 	<p>02/28/09</p> <p>09/30/09</p>	<p>County: Jose Cintron, Craig Clay, MDC Finance Dept.</p> <p>County: Jose Cintron, Craig Clay</p>	

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	previously completed by Deloitte to ensure applicability and consistency based on current practices					
Increase performance, capacity and efficiency at MDPHA	<ul style="list-style-type: none"> Provide technical assistance to MDPHA 	Duration of MOU			HUD Oversight Team and the County	

AREA: PROGRAM MANAGEMENT—HOUSING CHOICE VOUCHER

Objective/Goal	Tasks	Target Accomplishment Date	Actual Accomplishment Date	Lead Staff	Comments/Accomplishments
Improve regulatory compliance, and performance, and administrative fee funding of the Section 8 Housing Choice Voucher Program.	<ul style="list-style-type: none"> Achieve at least 95 percent quarterly utilization of Housing Assistance Payment (HAP) funding (not to exceed MDPHA's unit cap) based on Annual Budget Authority (ABA) or Unit Months Available (UMA). Current utilization based on funding is 80%. Achieve a Public and Indian Housing Information Center (PIC) monthly reporting rate of at least 95 percent or other minimum required by HUD. Current PIC reporting rate as of October 31, 2008 is 71%. Achieve at least an annual Standard Performer rating of 60 percent or greater from 	9/30/2009 then Duration of MOU		County: Jose Cintron, MDPHA Contract Administration staff Selected Contractor	
		1/31/2010 then Duration of MOU		MDPHA and the selected contractor	
		9/30/2010 then Duration of MOU		MDPHA and the selected contractor	

<p>Improve efficiency, reporting, analysis, and accountability of the Section 8 Housing Choice Voucher Program.</p> <p>Ensure proper and effective administration of the Section 8 Housing Choice Voucher Program.</p>	<p>HUD under the Section 8 Management Assessment System (SEMAP).</p> <ul style="list-style-type: none"> ▪ Coordinate MDPHA and Section 8 Contractor information technology efforts to fully utilize capability of existing Elite system and its modules. ▪ Provide strict oversight of the Section 8 Contractor by requiring compliance with deliverables, meetings and report schedules as specified in the Contract's Scope of Services, assessing their performance in accordance with the Contract's Performance Standards, and swiftly addressing any and all Contractor performance deficiencies in accordance with the Contract. ▪ Develop Contract tracking and administration tools by which to assess Contractor performance. ▪ Provide technical assistance to MDPHA 	<p>9/30/2009</p> <p>Duration of MOU</p> <p>3/31/09</p> <p>Duration of MOU</p>	<p>MDPHA, ETSD and selected contractor</p> <p>MDPHA, Board of County Commissioners, Mayor or Mayor's designee, the HUD Oversight Team</p>	
<p>Increase performance, capacity and efficiency at MDPHA</p>				

AREA: PROGRAM MANAGEMENT—OTHER SECTION 8 PROGRAMS

Objective/Goal	Tasks	Target Accomplishment Date	Actual Accomplishment Date	Lead Staff	Comments/Accomplishments
<p>Improve regulatory compliance, and performance, and administrative fee funding of the Section 8 Moderate Rehabilitation (Mod Rehab), Single Room Occupancy (SRO), and Shelter Plus Care (SPC) Programs.</p>	<ul style="list-style-type: none"> ▪ Achieve at least 95 percent quarterly lease up of in each program. ▪ Achieve a Public and Indian Housing Information Center (PIC) monthly reporting rate of at least 95 percent or other minimum required by HUD for the Mod Rehab and SRO Programs. 	<p>06/30/09 then Duration of MOU</p> <p>06/30/2009 then Duration of MOU</p>			
<p>Ensure proper and effective administration of the Section 8 Mod Rehab, SRO, and SPC Programs.</p>	<ul style="list-style-type: none"> ▪ Develop program tracking and administration tools by which to assess staff and program performance. ▪ Assess program performance and make a recommendation to the County for exercising the additional contracting option under the Section 8 Contract. ▪ If program is contracted out, re-establish performance baselines and measures ▪ Provide technical assistance to MDPHA 	<p>3/31/09</p> <p>6/30/09</p> <p>09/30/09</p> <p>Duration of MOU</p>		<p>HUD Oversight Team and the County</p>	
<p>Increase performance, capacity and efficiency at MDPHA</p>					

AREA: PROGRAM MANAGEMENT—PUBLIC HOUSING

Objectives/Goal	Tasks	Target Accomplishment Date	Actual Accomplishment Date	Lead Staff	Comments/Accomplishments
Operate Helen Sawyer without a deficit.	<ul style="list-style-type: none"> ▪ Execute interim MOU with DHS ▪ Solicit Service Providers to operate the ALF ▪ Select, negotiate and approve contractor ▪ Explore options for financial sustainability including <ul style="list-style-type: none"> ○ Supplemental funding from the County ○ Returning property to traditional public housing ○ Disposition of units ○ Project Basing ○ Reducing the number of Assisted Living Units ▪ Make final determination for the sustainability of Helen Sawyer 	<p>12/31/08</p> <p>03/31/09</p> <p>06/30/09</p> <p>06/30/09</p>		<p>County: Jose Cintron, Phyllis Tynes-Saunders, Alex Ballina, Jennifer Glazer-Moon</p> <p>HUD: Oversight Team</p>	
Reduce Long Term Vacancies by 500 units (725 units identified as long term vacancies as of 11/30/08)	<ul style="list-style-type: none"> ▪ Continue use of Job Order Contracts put into place during HUD possession of MDHA to expedite turnaround of long term vacancies and work order 	On-going		<p>County: Jose Cintron, Alex Ballina, Jeanie Mendoza, MDPHA Procurement</p> <p>HUD: Oversight Team</p>	

	<ul style="list-style-type: none"> ▪ execution by County staff ▪ Complete turnaround of 125 units per quarter ▪ Provide Technical Assistance to the Applicant Leasing Center to ensure families are identified for immediate occupancy of turned units. ▪ Occupy long term vacant units when turnaround is complete. 	<p>03/31/09 06/30/09 09/30/09 12/31/09</p> <p>03/31/09</p> <p>03/31/09 06/30/09 09/30/09 12/31/09</p>			
Develop a plan for Heritage Village and implement	<ul style="list-style-type: none"> ▪ Identify options for Heritage Village Turnkey III project and develop a plan for the units ▪ Beginning implementing the Plan 	<p>03/31/09 04/30/09</p>		County: Jose Cintron	
Increase performance, capacity and efficiency at MDPHA	<ul style="list-style-type: none"> ▪ Provide technical assistance to MDPHA 	Duration of MOU		HUD Oversight Team and the County	

AREA: COMPLIANCE

Objective/Goal	Tasks	Target Accomplishment Date	Actual Accomplishment Date	Lead Staff	Comments/Accomplishments
<p>Comply with Section 504 and ADA requirements</p>	<ul style="list-style-type: none"> ▪ Re-negotiate the Voluntary Compliance Agreement with HUD ▪ Comply with the corrective actions as outlined in the re-negotiated VCA 	<p>06/30/09</p>		<p>County: Jose Cintron, MDHA Compliance Division</p> <p>HUD: Oversight Team, HQ Office of Field Operations, HQ and Regional FHEO and the Miami Field Office</p>	

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Objective/Goal	Tasks	Target Accomplishment Date	Actual Accomplishment Date	Lead Staff	Contents/Accomplishments
Close Management Decisions in HUD OIG Audits that were issued to MDHA while in HUD possession	<ul style="list-style-type: none"> ▪ Close remaining findings for Audit #2006-AT-1001 (Section 8) ▪ Close remaining findings for Audit #2008-AT-0002 (CFPHOPE VI) ▪ Close remaining findings for Audit #2008-AT-0004 (CFPHOPE VI) 	<p>01/31/09</p> <p>12/31/09</p> <p>12/31/09</p>		<p>County: Jose Cintron, MDPHA Finance, Compliance, Development and Asset Management Departments</p> <p>HUD: Oversight Team</p>	
Increase performance, capacity and efficiency at MDPHA	Provide technical assistance to MDPHA	Duration of MOU		HUD Oversight Team and the County	

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