



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**THE DEPUTY SECRETARY**  
WASHINGTON, DC 20410-0050

April 14, 2016

Ms. Joy Fitzgerald  
Executive Director  
Atlanta Housing Authority  
230 John Wesley Dobbs Avenue, NE  
Atlanta, GA 30303

Dear Ms. Fitzgerald:

In the 20 years since the authorization of the Moving to Work (MTW) Demonstration program, a number of flexibilities, which have been successfully designed and tested by you and other MTW agencies, have been made available to all public housing agencies (PHAs) across the nation. We are pleased that Congress has now extended the Demonstration through 2028, so that we may continue this great work together.

Pursuant to Section 239 of Title II, Division L of the Consolidated Appropriations Act, 2016 (P.L. 114-113) (The Act), Atlanta Housing Authority's (the Agency) current MTW Agreement is hereby modified and extended until the end of the Agency's fiscal year 2028. Further, pursuant to that same act of Congress, and subject to any future acts of Congress, the Agency's Agreement shall be modified to prohibit any statutory offset of any reserve balances equal to four months of operating expenses. Reserve balances that exceed four months of operating expenses shall remain available to the Agency for all permissible purposes under the Agreement unless subject to statutory offset, notwithstanding any contrary term of the Agreement.

Your MTW Agreement shall be modified by the content of the second paragraph of this letter upon receipt of this letter by the Agency. If your Agency would instead prefer to conclude its MTW participation, please follow the process in Section VIII.D. of the Agency's MTW Agreement.

Under the Act, other terms of the Agreement may be modified by mutual agreement between the Agency and HUD. If your Agency would like to discuss modifications to other terms of its MTW Agreement, please contact the Moving to Work Office at [mtw-info@hud.gov](mailto:mtw-info@hud.gov).

Throughout the next 12 years of the MTW Demonstration, we look forward to learning from the work of MTW Agencies, to improve the programs and services provided to low-income families across the country. We are confident that your locally-driven strategies will continue to identify creative solutions to serve the affordable housing needs of our nation's communities.

Sincerely,

A handwritten signature in blue ink that reads "Nani A. Coloretti". The signature is written in a cursive, flowing style.

Nani A. Coloretti

### Amended and Restated Moving to Work Agreement

This Amended and Restated Moving to Work Demonstration Agreement (Restated Agreement) is entered into on this 13th day of November, 2008 by and between the United States of America through the U.S. Department of Housing and Urban Development (HUD) and the **Housing Authority of the City of Atlanta** (Agency). The term of this Agreement shall begin on the Date of Execution by HUD and shall continue until the end of the Agency's 2018 Fiscal Year, subject to meeting the evaluation criteria described in Section IV, unless such term is otherwise extended by HUD; and

WHEREAS, Section 204 of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (Pub. L. 104-134) (1996 Appropriations Act) establishes the statutory framework known as the Public Housing/Section 8 Moving to Work (MTW) demonstration program; and

WHEREAS, Section 204(a) of the 1996 Appropriations Act provides that public housing agencies that administer Section 8 and public housing (Agencies) and the Secretary of HUD (Secretary) shall have the flexibility to design and test various approaches for providing and administering housing assistance that: 1) reduce cost and achieve greater cost effectiveness in Federal expenditures; 2) give incentives to families with children whose heads of household are either working, seeking work, or are participating in job training, educational or other programs that assist in obtaining employment and becoming economically self-sufficient; and 3) increase housing choices for low-income families (the three statutory objectives); and

WHEREAS, pursuant to Section 204(a) of the 1996 Appropriations Act, HUD may permit Agencies to combine funds appropriated under sections 8 and 9 of the 1937 Act, and may exempt Agencies from provisions of the 1937 Act and implementing regulations thereunder pertaining to Public and Indian Housing and section 8 voucher assistance; and

WHEREAS, the Secretary determined that the Agency satisfies the Secretary's selection criteria and selected the Agency to participate in MTW; and

WHEREAS, on the 25th day of September 2003, HUD and the Agency executed an MTW Agreement, (known as the Original MTW Agreement) governing the terms and conditions under which HUD authorizes the Agency to participate in MTW; and

WHEREAS, the parties have previously entered into one or more Annual Contributions Contracts (ACCs) setting forth the terms and conditions under which the Agency participates in the public housing and/or Section 8 Housing Choice Voucher programs administered by HUD; and

WHEREAS, the parties agree to execute this Restated Agreement, which hereby amends and replaces any Original MTW Agreement between HUD and the Agency; and

Amended and Restated Moving to Work Agreement  
Atlanta Housing Authority



WHEREAS, it is a goal of the MTW demonstration to design and test innovative methods of providing housing and delivering services to low-income families in an efficient and cost effective manner, and HUD and the Agency agree to fully cooperate with each other in order to make the demonstration a success;

NOW, THEREFORE, in reliance upon and in consideration of the mutual representations and obligations hereunder, the parties do agree as follows:

#### I. Statutory Authorizations

- A. This Restated Agreement amends and replaces the Original MTW Agreement between HUD and the Agency. This Restated Agreement waives certain provisions of the United States Housing Act of 1937, as amended (1937 Act), and HUD's implementing requirements and regulations thereunder, as are set forth in the Statement of Authorizations (Attachment C), and the Legacy and Community-Specific Authorizations (Attachment D) only to the extent they are necessary to implement the Agency's Annual MTW Plan. Except as noted in Section I.B. below, this Restated Agreement supersedes the terms and conditions of one or more ACCs between the Agency and HUD, to the extent necessary for the Agency to implement its MTW demonstration initiatives as laid out in the Agency's Annual MTW Plan, as approved by HUD.
- B. Notwithstanding the preceding authority waiving certain provisions of the 1937 Act as necessary to implement the Agency's Annual MTW Plan, the following provisions of the 1937 Act, as otherwise applicable, shall continue to apply to the Agency and/or assistance received pursuant to the 1937 Act:
  1. The terms "low-income families" and "very low-income families" shall continue to be defined by reference to Section 3(b)(2) of the 1937 Act (42 U.S.C. § 1437a(b)(2));
  2. Section 12 of the 1937 Act (42 U.S.C. § 1437j), as amended, shall apply to housing assisted under the demonstration, other than housing assisted solely due to occupancy by families receiving tenant-based assistance; and
  3. Section 18 of the 1937 Act (42 U.S.C. § 1437p, as amended by Section 1002(d) of Public Law 104-19, Section 201(b)(1) of Public Law 104-134, and Section 201(b) of Public Law 104-202), governing demolition and disposition, shall continue to apply to public housing notwithstanding any use of the housing under MTW.
- C. This Restated Agreement only waives certain provisions of the 1937 Act and its implementing regulations. Other federal, state and local requirements applicable to public housing shall continue to apply notwithstanding any term contained in this Restated Agreement or any Authorization granted thereunder. Accordingly, if any requirement applicable to public housing, outside of the 1937 Act, contains a provision that conflicts or is inconsistent with any authorization granted in this Restated Agreement, the MTW Agency remains subject to the terms of that requirement. Such requirements include, but are not limited to, the following: Appropriations Acts,

competitive HUD notices of funding availability under which the Agency has received an award, state and local laws, Federal statutes other than the 1937 Act, and OMB Circulars and requirements (including regulations promulgated by HUD thereunder in 24 C.F.R. part 85).

- D. The MTW Agency is authorized to conduct activities in accordance with the Statement of Authorizations (Attachment C) and in accordance with the Legacy and Community-Specific Authorizations (Attachment D), as applicable. In the event of a conflict between Attachment C and Attachment D, the authorizations in Attachment D will supersede those in Attachment C.
- E. Notwithstanding any provision set forth in this Restated Agreement, including without limitations, the term of years and all extensions, renewals and options, and the terms set forth herein otherwise, any federal law that amends, modifies, or changes the aforementioned term of years and/or other terms of this Restated Agreement shall supersede this Restated Agreement such that the provisions of the law shall apply as set forth in the law.

## II. Requirements and Covenants

- A. The amount of assistance received under sections 8 or 9 of the 1937 Act by an Agency participating in the demonstration shall not be diminished by the Agency's participation in the MTW demonstration.
- B. The Agency agrees that any HUD assistance that the Agency is authorized to use under the MTW demonstration shall be used in accordance with the Agency's Annual MTW Plans, as may be applicable. The Agency hereby certifies that the Agency's governing board has approved this Restated Agreement, and each Annual MTW Plan issued prior to the date hereof, as applicable, and that a copy of each such board approval has been provided to HUD.
- C. The Agency shall hold at least one public hearing per Annual MTW submission, and make the Annual MTW Plan available for public comment for at least thirty (30) days. The Agency agrees to take into account public comments on the program design, including comments from current tenants/participants, to the extent such comments were provided.
- D. The Agency shall: (i) ensure that at least 75 percent of the families assisted are very low-income families, as defined in section 3(b)(2) of the 1937 Act, (ii) assist substantially the same total number of eligible low-income families under MTW, as would have been served absent the demonstration, and (iii) maintain a comparable mix of families by family size, as would have been served or assisted had the amounts not been used under the demonstration.
- E. When providing public housing, the Agency will ensure that it is safe, decent, sanitary, and in good repair, according to an inspection protocol established or approved by the Secretary. This in no way precludes the Agency from modifying its own inspection

protocol as authorized in Attachments C and/or D as long as such protocol meets the housing quality standards established or approved by the Secretary.<sup>1</sup>

- F. The Agency agrees to keep project level budgeting and accounting, report financial statements in the Financial Data Schedule (FDS)<sup>2</sup>, and abide by project level management reviews and fees. The Agency will conform to OMB Circular A-87 and the HUD definition of reasonable fees as defined in 24 CFR part 990, and HUD's Financial Management Guidebook 7475.1 and Supplement, as they may be amended.
- G. HUD will not score the Agency under HUD's Public Housing Assessment System (PHAS) or HUD's Section Eight Management Assessment Program (SEMAP), or their successor systems, unless the Agency elects to be scored. If the Agency elects to be scored, the agency will continue to be scored for the duration of the demonstration.
- H. The Agency agrees to cooperate fully with HUD and its contractors in the monitoring and evaluation of the MTW demonstration, to keep records, and to submit reports and other information to HUD as described in the Restated Agreement.
- I. The Agency shall comply with the requirements of the National Environmental Policy Act (NEPA) and other related federal laws and authorities identified in 24 C.F.R. Part 50 or Part 58, as applicable.
- J. The Agency will comply with all applicable nondiscrimination and equal opportunity requirements set forth in 24 C.F.R. § 5.105(a), and will administer its programs and activities in a manner affirmatively to further fair housing. In particular, the Agency must make reasonable accommodations needed by applicants and residents and must make units accessible in accordance with the Needs Assessment and Transition Plan as required under Section 504 of the Rehabilitation Act of 1973 and its implementing regulations.
- K. The Agency will comply with the terms of any applicable court orders or Voluntary Compliance Agreements that are in existence or may come into existence during the term of the Agreement. The Agency further agrees that it will cooperate fully with any investigation by the HUD Office of Inspector General or any other investigative and law enforcement agencies of the U.S. Government.
- L. Unless otherwise provided herein, this Restated Agreement does not apply to Section 8 assistance that is required:
  - 1. To meet existing contractual obligations of the Agency to a third party (such as Housing Assistance Payment contracts with owners under the Agency's Section 8 Housing Choice Voucher program);
  - 2. For payments to other public housing authorities under Section 8 portability billing procedures; or

<sup>1</sup> Agencies are still subject to state and local building codes, and housing codes, and state and local public housing law on inspections.

<sup>2</sup> The Agency agrees to comply with FDS submission requirements, including the requirement to submit project level financial data in the FDS.

3. To meet particular purposes for which HUD has expressly committed the assistance to the Agency.

The aforementioned covenants made by the Agency are not exclusive, as the Agency must also comply with all requirements applicable to public housing other than both those provisions of the 1937 Act, as amended from time to time, and its implementing regulations specifically waived by the Authorizations contained in this Restated Agreement.

### III. Rent Reform Initiatives

The Agency shall establish a reasonable rent policy that is designed to encourage employment and self-sufficiency by participating families, consistent with the purpose of this demonstration. In developing its rent policy, the Agency must adopt a policy for addressing hardship cases. To meet the Department's purposes of evaluating the MTW demonstration, Agencies may randomly assign new participants into the MTW group, which will provide an alternate program/rent structure, and into a control group, which will continue to operate under the 1937 Act requirements; and collect useful participant data at the point of random assignment.

### IV. Evaluation

- A. HUD will consider the following criteria when evaluating whether this Agency shall continue in the MTW Demonstration:
  1. The Agency is in compliance with this Restated Agreement.
  2. The Annual MTW Plans and Reports have been satisfactorily completed and submitted in a timely manner, consistent with this Restated Agreement; and
  3. The Agency has demonstrated, through the Annual MTW Plan and Report, that it has used its MTW designation (i.e., engaged in MTW Activities), as set forth in Section 204 of the 1996 Appropriations Act.
- B. If, after the evaluation during FY 2011 and FY 2014, HUD determines that the Agency fails to meet the above criteria, HUD can terminate this Restated Agreement.

### V. Amendments and Continuation of Activities

- A. Amendment of this Restated Agreement. This Restated Agreement may be further amended upon mutual agreement of the Agency and HUD. Proposed amendments by the Agency to the Restated Agreement shall be submitted in writing to HUD's Office of Public and Indian Housing, or its successor, only after the Agency has conducted a public hearing, considered comments from the hearing in drafting the proposed amendment, and obtained an approval from the Agency's Board of Commissioners or Directors, as applicable. HUD will respond to the Agency in writing to either approve and execute or disapprove the amendment request. The Statement of Authorizations (Attachment C) may be unilaterally amended by HUD only in order to add to the existing authorizations. The Legacy and Community-Specific Authorizations (Attachment D) may be amended upon mutual agreement between HUD and the Agency. In the event of a conflict between Attachment C and Attachment D, the authorizations in Attachment D supersede the authorizations in Attachment C.

- B. Amendment of the Annual MTW Plan. Amendments to the Annual MTW Plan only need to be made if the proposed MTW activity falls outside the scope of the HUD-approved Annual MTW Plan. An MTW activity is defined as an activity that an Agency participating in the MTW demonstration is authorized to undertake only by means of invoking an authorization included in Attachment C or Attachment D of this Restated Agreement, as opposed to an activity that a non-MTW agency could undertake pursuant to the conventional public housing and Section 8 Housing Choice Voucher programs' statutory and regulatory requirements. Proposed amendments by the Agency to the Annual MTW Plan shall be submitted in writing to HUD's Office of Public and Indian Housing, or its successor, only after the Agency has conducted a public hearing, considered comments from the hearing in drafting the proposed amendment, and obtained an approval from the Agency's Board of Commissioners or Directors, as applicable. HUD will respond in writing to either approve or disapprove the amendment request.

The letter requesting any amendment to the Annual MTW Plan should include the following information in relation to the proposed MTW Activity:

1. Description of the proposed activity;
2. Description of how the activity relates to at least one of the three statutory objectives;
3. Identification and discussion of the anticipated impact of the proposed MTW activity on the stated objective;
4. Description of the baselines and benchmarks that the Agency will use to measure the performance and progress of the MTW activities;
5. Description of the data collection process and metrics the Agency will use to measure how this activity will achieve one or more of the MTW statutory objectives; and
6. The specific provision of the 1937 Act or regulation that is waived under MTW that authorized the Agency to make this change, when applicable.

C. Continuation of Activities.

1. Not later than one year prior to expiration of this Restated Agreement, the Agency shall submit a transition plan to HUD. It is the Agency's responsibility to plan in such a manner that it will be able to end all features of the MTW Plan upon expiration of the Agreement, as HUD cannot guarantee that it will be able to extend any features of the Plan. The transition plan shall describe plans for phasing out of such authorizations/features. The plan shall also include any proposals of authorizations/features of the Restated Agreement that the Agency wishes to continue beyond the expiration of the Restated Agreement. The Agency shall specify the proposed duration, and shall provide justification for extension of such authorization/features. HUD will respond to the Agency in writing in a timely manner. Only authorizations/features specifically approved for extension shall continue beyond the term of the MTW Restated Agreement.



The extended features shall remain in effect only for the duration and in the manner specified in the approved transition plan.

2. HUD will review and respond to timely-submitted transition plans within 75 days or they are deemed approved. To the extent that HUD has questions or feedback within this 75-day period, HUD will transmit such information within a sufficient time period for the Agency to respond and for HUD to approve a transition plan within 75 days of submission of the plan.

## VI. Funding

- A. Funding Methodology. During the term of the MTW demonstration, HUD will provide the Agency with public housing operating subsidies, and modernization or capital funds (including development and replacement housing factor funds), and with tenant-based Section 8 assistance, as provided in Attachment A. If the Agency's Attachment A does not describe the funding methodology for any of these funding streams, the Agency's funding will be calculated according to standard HUD calculations of Agency benefits.
- B. Funding Disbursements. The Agency will receive its public housing operating subsidy and Section 8 tenant-based funding in accordance with the following calculation and disbursement requirements:
  1. Operating Fund subsidies
    - a. HUD shall calculate the allocation of Operating Fund subsidies to the Agency in accordance with Attachment A.
    - b. The Agency may use these funds for any eligible activity permissible under Section 9(e)(1) of the 1937 Act or, if the Agency proposes to use the funding as part of a block grant in its Annual MTW Plan, it may use these funds for any eligible activity permissible under Section 8(o), 9(d)(1) and 9(e)(1) consistent with this MTW Restated Agreement.
  2. Capital Funds and Other Grants
    - a. HUD shall calculate the allocation of Capital Fund grants (including replacement housing factor fund grants) to the Agency in accordance with Attachment A. Capital Funds will be disbursed in accordance with standard HUD procedures for the disbursement of public housing Capital Fund Grants.
      - (i) In requisitioning grant funds, the Agency will not be required to provide line item detail, but will request the funds using a single MTW line item; provided however, that the Agency may not accelerate draw downs of funds in order to fund reserves.

- (ii) The Agency may use these funds for any eligible activity permissible under Section 9(d)(1) of the 1937 Act, or if the Agency proposes to use the funding as part of a block grant in its Annual MTW Plan, it may use these funds for any eligible activity permissible under Section 8(o), 9(d)(1) and 9(e)(1) consistent with this MTW Restated Agreement.
  - (iii) The Agency is subject to the requirements of Section 9(j) of the 1937 Act with respect to its Capital Fund Grants.
- b. Section 8 Tenant-Based Assistance
  - (i) HUD shall calculate the allocation of Section 8 Housing Choice Voucher funding to the Agency in accordance with Attachment A.
  - (ii) The Agency may use tenant-based Section 8 funds included in the MTW block grant for any eligible activity permissible under Section 8(o) of the 1937 Act or, if the Agency proposes to use the funding as part of a block grant in its Annual MTW Plan, it may use the funds for any eligible activity permissible under Section 8(o), 9(d)(1) and 9(e)(1) consistent with this MTW Restated Agreement.
- c. The Agency may submit for HUD consideration and approval alternative schedules for disbursement of public housing operating subsidy and Section 8 tenant-based funding to reduce the number of transactions and to address the time lag between making Housing Assistance Payments (HAP) for the large number of Section 8 participants from other jurisdictions (portables) and reimbursement by those jurisdictions. An Agency's request for consideration and approval of an alternative schedule for disbursement shall be subject to certain administrative limitations, such as only one request will be allowed per year.

## VII. Administrative Responsibilities

### A. Annual MTW Planning and Reporting.

#### 1. Annual MTW Plans

- a. If the Agency has ten percent or more of its housing stock in MTW, the Agency will prepare and submit an Annual MTW Plan, in accordance with Attachment B, or equivalent HUD form as approved by OMB, in lieu of the Five (5) year and Annual Plans required by Section 5A of the 1937 Act.
- b. If the Agency has less than ten percent of its housing stock in MTW, the Agency will continue to complete the Five-Year and Annual Plans required by Section 5A of the 1937 Act. The Agency will also complete a Supplemental Annual MTW Plan, based on Attachment B, or equivalent HUD form as approved by OMB. Only information not included in either

the Five-Year Plan or the Annual Plan will need to be included in the Supplemental Annual MTW Plan (herein also referred to as the Annual MTW Plan).

- c. Three (3) copies of the Annual MTW Plan shall be submitted to HUD: one copy will be provided to HUD Headquarters in hard-copy, one copy to HUD Headquarters in electronic format (i.e., PDF, or Word), and one copy to the Agency's local HUD Field Office.
- d. The Annual MTW Plan is due not later than seventy-five (75) days prior to the start of the Agency's fiscal year, unless otherwise approved by HUD, except in the first year of this Restated Agreement the Agency may submit an amendment to its MTW Plan if it wants to implement initiatives prior to the due date of the subsequent MTW Plan.
- e. Attachment B of this Restated Agreement, or equivalent HUD form as approved by OMB, provides a detailed description of the required elements of the Annual MTW Plan.
- f. The Annual MTW Plan will be submitted to HUD only after:
  - (i) The Agency has provided for citizen participation through public hearing and other appropriate means and is approved by the Board of Commissioners or Directors, as applicable, and
  - (ii) The Agency has taken into account public comments on the program design, including comments from current tenants/participants, to the extent such comments were provided. To document the foregoing, the Agency will submit with the Annual MTW Plan documentation that at least one public hearing was held, that the Plan was available for public comment for at least thirty (30) days, and that the Agency took no less than fifteen (15) days between the public hearing and the approval of the Plan by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the Annual MTW Plan. The Agency will submit these documents to HUD in accordance with Attachment B, or equivalent HUD form as approved by OMB, and will keep these documents on file for HUD review.
- g. HUD shall notify the Agency in writing if HUD objects to any provisions or information therein. When the Agency submits its Annual MTW Plan seventy-five (75) days in advance of its fiscal year, HUD will respond to the Agency within seventy-five (75) days. If HUD does not respond to the Agency within seventy-five (75) days after an on-time receipt of the Agency's Annual MTW Plan, the Agency's Annual MTW Plan is approved and the Agency is authorized to implement that Plan. If HUD does not receive the Agency's Annual MTW Plan seventy-five (75) days before the beginning of the Agency's fiscal year, the Agency's Annual MTW Plan is

not approved until HUD responds. Reasons that HUD may object to a provision or information in the Annual MTW Plan include, but are not limited to, the following:

- (i) The information required in Attachment B, or equivalent HUD form as approved by OMB, is not provided or is deemed insufficient;
  - (ii) The Agency's planned MTW activities are not permissible under MTW Authority or are inconsistent with requirements outside the 1937 Act<sup>3</sup>;
  - (iii) The Agency's planned MTW activities do not have a clear connection to the statutory goal of the MTW demonstration, which is to provide Agencies with the flexibility to design and test various approaches for providing and administering housing assistance that: (a) reduce cost and achieves greater cost effectiveness in Federal expenditures; (b) give incentives to families with children whose heads of household are either working, seeking work, or are participating in job training, educational or other programs that assist in obtaining employment and becoming economically self-sufficient; and (c) increase housing choices for low-income families; or
  - (iv) There are other good cause factors, such as material misrepresentation, in the submission.
- h. Once HUD approves an MTW Activity, the activity shall remain approved as long as it is included in the Agency's Annual MTW Plan submissions subsequent to the initial approval of the MTW Activity. The approval shall remain in effect until such time as the Agency proposes to modify the activity, initiative, or program.

## 2. Annual MTW Reports

- a. The Agency will prepare Annual MTW Reports, which will compare the Agency's activities with its Annual MTW Plan. The Annual MTW Report will provide the information necessary for HUD to assess the Agency's activities, in both regular operations and in activities authorized by MTW.
- b. Three (3) copies of the Annual MTW Report shall be submitted to HUD: one copy will be provided to HUD Headquarters in hard-copy, one copy to HUD Headquarters in electronic format (i.e., PDF, or Word), and one copy to the Agency's local HUD Field Office.
- c. The Annual MTW Report will be submitted to HUD for its review annually, no later than ninety (90) days after the end of the Agency's fiscal year.

<sup>3</sup> Even if HUD approves a MTW Plan that is inconsistent with an external requirement, such as a state law requirement, the Agency is still subject to the external requirement.

- d. Attachment B of this Restated Agreement, or equivalent HUD form as approved by OMB, provides a detailed description of the required elements of the Annual MTW Report.
  - e. HUD shall notify the Agency in writing if HUD requires additional information or clarifications to the information provided in the Annual MTW Report.
  - f. All HUD forms and other reporting mechanisms required by this Restated Agreement, including any required certifications, will, where appropriate, be included in either the Annual MTW Plan or the Annual MTW Report.
3. HUD reserves the right to request, and the Agency agrees to provide, any information required by law or required for sound administration of the public housing and Section 8 Housing Choice Voucher programs.

**B. Other Data Submission Requirements.**

- 1. The Agency will submit HUD-50058 data and/or HUD-50058 MTW (or their replacement forms) data to HUD's Public and Indian Housing Information Center (PIC) system, or its successor. (Note that the use of the HUD-50058 MTW form is restricted to the MTW agencies that have implemented MTW Activities that prevent use of the standard 50058 form.) These submissions will be in compliance with HUD's 50058 and/or 50058 MTW submission requirements for MTW public housing authorities. The Agency will maintain current building and unit information in the development module of the PIC Inventory Management System (IMS).
- 2. The Agency will provide basic data about the Agency (e.g., address, phone number, e-mail address, etc.) to HUD through the PIC/IMS system, or its successor system.
- 3. The Agency will complete an annual audit pursuant to the Office of Management and Budget (OMB) Circular A-133 (including the Compliance Supplement, as determined by the auditor to be relevant to MTW). The A-133 Audit must be submitted to HUD in accordance with HUD regulations; a separate copy of the most recently completed audit must be submitted to the Office of Public Housing Investments, or its successor Headquarters Office responsible for national oversight of the MTW demonstration.
- 4. The Agency will provide data to HUD through FDS, or its successor system, as required by the Public Housing Assessment System (PHAS) regulations and procedures as they may be amended.
- 5. The Agency will provide HUD with an electronic version of the Admissions and Continued Occupancy Policy and Administrative Plan upon HUD's request.
- 6. The Agency will provide HUD with a Performance and Evaluation Report for Capital Fund activities not included in the MTW Block Grant by including this



as a supplement to Attachment B, or equivalent HUD form as approved by OMB.

In addition to the reporting requirements listed above, the Agency is required to comply with any and all HUD reporting requirements that are not specifically waived by HUD.

- C. Annual MTW Monitoring Site Visit. HUD and/or its contractors will conduct at least one formal Site Visit to the Agency each year. The purpose of these visits will be to confirm reported Agency activities, to review the status and effectiveness of the Agency's MTW strategies, and to identify and resolve outstanding MTW related issues. The Agency shall give HUD and/or its contractors unimpeded access to all requested sources of information including access to files, access to units, and an opportunity to interview Agency staff and assisted residents.
- D. Single Point of Contact. HUD and the Agency shall each appoint a liaison as a single point of contact in implementing the Restated Agreement.

#### VIII. Termination and Default

- A. If the Agency violates this Restated Agreement, HUD is authorized to take any corrective or remedial action described in this Article VIII for Agency default. HUD will give the Agency written notice of any default. The Agency will have the opportunity to cure such default within 30 days of the date of said notice, or to demonstrate within said time period, by submitting substantial evidence satisfactory to HUD, that it is not in default. If the default is not susceptible to being cured within said 30 day period, the Agency will demonstrate, to HUD's satisfaction, that the Agency has taken actions necessary to cure the default and that the default is curable within 90 days from the date of the default notice. Additionally, the Agency must covenant to prosecute such cure diligently and complete such cure within the 90 day period, unless HUD, in its sole judgment, determines that immediate action is necessary, and therefore has discretion to institute the remedies under Section VIII.C. of this Restated Agreement.
- B. The following are reasons that HUD may declare the Agency in default of this Restated Agreement:
  - 1. The Agency has not corrected HUD identified performance deficiencies within a reasonable period of time;
  - 2. Material misrepresentation in the application process that led to the Original MTW Agreement or this current Restated Agreement;
  - 3. Use of funds subject to this Restated Agreement for a purpose other than as authorized by this Restated Agreement;
  - 4. Material noncompliance with legislative, regulatory, or other requirements applicable to this Restated Agreement;
  - 5. Material breach of this Restated Agreement; and/or

6. Material misrepresentation in the Annual MTW Plan or Report submission by the Agency.
- C. If the Agency is in default, HUD may, among other remedies, undertake any one or all of the following remedies:
1. Suspend payment or reimbursement for any MTW activities affected;
  2. Suspend the Agency's authority to make draws or receive or use funds for affected activities;
  3. Change the method of payment to the Agency;
  4. Require additional reporting by the Agency on the deficient areas and the steps being taken to address the deficiencies;
  5. Require the Agency to prepare and follow a HUD-approved schedule of actions and/or a management plan for properly completing the activities approved under this Restated Agreement;
  6. Suspend the MTW waiver authorization for the affected activities;
  7. Prohibit payment or reimbursement for any MTW Activities affected by the default;
  8. Require reimbursement by the Agency to HUD for amounts used in violation of this Restated Agreement;
  9. Reduce/offset the Agency's future funding;
  10. Terminate this Restated Agreement and require the Agency to transition out of MTW;
  11. Take any other corrective or remedial action legally available; and/or
  12. Implement administrative or judicial receivership of part or all of the Agency.
- D. The Agency may choose to terminate this Restated Agreement at any time. Upon HUD's receipt of written notification from the Agency and a copy of a board resolution approving termination, termination will be effective. The Agency will then begin to transition out of MTW, and will work with HUD to establish an orderly phase-out of MTW activities, consistent with Section IV C of this Restated Agreement.

This Agreement, including all Attachments, is effective upon execution, except as otherwise provided herein.

HOUSING AUTHORITY OF THE  
CITY OF ATLANTA

BY: 

ITS: President and CEO

Date: 11/13/08

UNITED STATES DEPARTMENT OF  
HOUSING AND URBAN DEVELOPMENT

BY: 

ITS: Assistant Secretary

Date: 11/13/08



**FIRST AMENDMENT  
TO THE  
MOVING TO WORK AGREEMENT**

This First Amendment to the Moving to Work (MTW) Agreement ("Agreement") is entered into by and between the United States of America through the U.S. Department of Housing and Urban Development ("HUD") and <sup>The Housing Authority of the</sup> ~~City of Atlanta, Georgia~~ ("Agency") and is effective as of the effective date of the MTW Agreement, as defined below. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings ascribed to them in the Agreement.

**AGREEMENT**

1. **Termination.** Termination of the Agreement by HUD in accordance with Section IV of the MTW Agreement may only occur in accordance with the default and cure provisions of Section VIII of the Agreement, as modified by this First Amendment. The second sentence of Section VIII of the Agreement is deleted and replaced with the following: "HUD will give the Agency written notice of any default which shall identify with specificity the measures which the Agency must take to cure the default."
2. **Remedies and Due Process.** HUD must follow all applicable statutory and regulatory requirements relating to any defaults and enforcement actions pertaining to this Agreement.
3. **Evaluation of MTW Demonstration.** If developed by HUD, HUD's evaluation plan for the MTW Demonstration may be reviewed by the Agency in advance of implementation by HUD. The Agency has thirty (30) days to review the evaluation criteria and any objections to the evaluation will be forwarded to HUD for further consideration.
4. **Extension of Successful Demonstration Initiatives.** HUD will consider extending successful demonstration activities beyond the term of the MTW demonstration where legally permissible. To the extent that MTW activities will not continue past the term of the demonstration, the Agency shall fully cooperate with HUD in developing and implementing a transition plan for terminating the Agency's MTW demonstration program and providing for the continued administration of the public housing and Section 8 programs, as applicable.
5. **Section I.E.** Section I.E. of the Agreement is deleted.
6. **Local Asset Management Program Within MTW.** Section II:F. of the Agreement is deleted and the following is substituted in lieu thereof:

**F. Local Asset Management Program.**

1. The Agency may design and implement a local asset management program for its Public Housing Program and shall describe such program in its Annual MTW Plan (or in its Annual MTW Report, if the Agency deems it appropriate). For purposes of this

Agreement, the term "Public Housing Program" means the operation of properties owned or subsidized by the Agency that are required by the U.S. Housing Act of 1937 (42 U.S.C. 1437, et seq.) to be subject to a public housing declaration of trust in favor of HUD. The Agency's local asset management program shall include a description of how it is implementing property-based management, budgeting, accounting, and financial management and any deviations from HUD's asset management requirements, as described below. The Agency may use the Annual MTW Report to provide information on asset management fees, including documentation in support of fees, allocation methodologies, indirect cost rates, and related items in support of the Agency's local asset management program for its Public Housing Program. The Agency agrees that as part of its local asset management program it will adopt cost accounting and financial reporting methods that comply with OMB Circular A-87 (regarding cost allocation, and hereinafter, "A-87"), OMB Circular A-133 (regarding audit requirements), and generally accepted accounting practices ("GAAP").

2. HUD and the Agency agree that the following principles and understandings apply to the Agency's local asset management program for its Public Housing Program:
  - a. Costs incurred by the Agency under this Agreement must be necessary and reasonable, meet the statutory objectives of the MTW program, and be consistent with the single-fund budget authority described in this Agreement.
  - b. Under A-87, there is no universal rule for classifying costs as either direct or indirect. A cost may be direct with respect to some specific service or function, but indirect with respect to the final cost objective.
  - c. Costs shall be accorded consistent treatment. A cost may not be assigned as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated as an indirect cost; each item of cost will be treated consistently in like circumstances as either a direct or indirect cost.
  - d. Costs shall be determined in accordance with GAAP.
  - e. Costs must be adequately documented, as agreed upon by HUD and the Agency.
  - f. Requirements under 24 CFR 990.280 (b) (5) and other HUD guidance pertaining to excess cash flow for purposes of fungibility among projects will not apply to the Agency. The Agency will retain full authority to move MTW funds and project cash flow among projects, without limitation, under its local asset management program.
  - g. The Agency agrees that in designing its local asset management program for its Public Housing Program, it will use HUD's asset management requirements (such as the chart of accounts, balance sheet, and direct/indirect cost determinations) as a starting point; provided, however, that the Agency may, in its discretion, deviate from such requirements if it describes such deviations and the reasons for such deviations in its local asset management program.

- h. HUD shall modify the systems and reports described in Section 2 below, to accommodate any differences between HUD asset management requirements and the Agency's local asset management program.
  - i. If the Agency implements a fee-for-service approach, then HUD shall consider the Agency's fee income to be de-federalized.
3. **Period of Experimentation.** The Agency may use its local asset management program to test and develop accounting practices designed to support and complement the fungibility of public housing and voucher funds that may be combined under the MTW demonstration program ("MTW Funds") and the programmatic flexibility provided under the MTW program. This period of experimentation for its Public Housing Program shall be available to the Agency until the negotiated rule making authorized in 24 CFR 990 is completed and a rule adopted. At that time, HUD and the Agency shall mutually determine the effect of said rulemaking on such cost accounting system, and how such a system can be continued.
4. **Identification of Cost Approach Under A-87.** The local asset management program will describe the Agency's cost accounting system. Cost accounting options available to the Agency include:
- a. **Fee-for-service methodology.** The Agency may establish a fee-for-service methodology that:
    - i. Is consistent with 24 CFR Part 990 (with respect to operating funds for the Public Housing Program), uses property level management, accounting, and budgeting, and establishes a Central Office Cost Center (COCC);
    - ii. With such justification as is required by A-87, allows for fees that exceed the levels set forth by HUD asset management requirements with respect to operating funds for the Public Housing Program;
    - iii. Allows the Agency to apply local determinations with respect to front line, prorated, and shared resources, fee costs, and other aspects of such requirements, to meet the objectives of the MTW program. Such determinations, when they differ from HUD's requirements, must be specifically noted in the Agency's local asset management program;
    - iv. In making local determinations with respect to front line and fees, the Agency acknowledges that cost must be treated in a consistent manner; and
    - v. When fees established by the Agency exceed HUD guidelines the Agency agrees to justify such fees and that the Agency's annual audit shall include a review and test of fee reasonableness.
  - b. **Indirect cost rate methodology.** In accordance with A-87, the Agency may elect to establish a cost allocation methodology, instead of a fee-for-service methodology, to allocate direct and indirect costs and establish an indirect cost rate.

The cost allocation plan along with the indirect cost rate shall be described in the local asset management program. The Agency agrees to justify the indirect cost rate established and that the Annual Audit shall include a review and test of the rate's reasonableness.

#### 5. Establishment of Cost Objectives under MTW

- a. **Multiple cost objectives.** If the Agency establishes multiple cost objectives (such as separate cost objectives for public housing properties, vouchers, capital funds, and services) under its MTW agreement, it may elect to use a fee-for-service methodology for one objective and an indirect cost rate methodology for other objectives, provided that the same cost objective may not use both a fee-for-service and a cost allocation/indirect cost rate methodology.
- b. **Option for a Single Cost Objective.** In accordance with A-87, the Agency may propose in the Annual MTW Plan that its MTW program is a single cost objective and may establish a cost accounting plan that uses a single indirect cost rate for the entire MTW program, which may include operating funds provided for the Public Housing Program. In doing so, the Agency agrees to provide a description of the cost accounting plan as part of its local asset management program, including how the indirect cost rate is determined (such as the grouping of costs and distribution base), and how that rate is applied across major functions. Use of such a single cost objective is subject to the Annual MTW Plan or Report approval process.

7. **Financial Reporting.** The Agency agrees to describe how it has assigned costs as part of its local asset management program in its Annual MTW Plan. The Agency agrees that irrespective of the cost accounting method selected above, a project-level accounting system will be used to track costs at the asset management property level. Any differences between the local asset management program and HUD's asset management requirements will be described in its Annual MTW Plan and Report in order to facilitate recording of actual property costs and submission of such cost information to HUD.

The Agency agrees to submit information to HUD through the following reporting systems, provided that HUD, in cooperation with the Agency, shall modify such systems, as necessary, so that they are capable of accepting reports from the Agency, as to both form and content, in a manner that is consistent with the Agency's authorizations under this Agreement and with the implementation of MTW:

- (a) PIH Information Center (PIC);
- (b) Voucher Management System (VMS);
- (c) HUD Financial Data Schedule (FDS) on an annual basis; and
- (d) The Annual Audit, with necessary supplemental schedules.

All such reporting shall be to the extent necessary for the Agency to report MTW activities consistent with the MTW Agreement. Should a report not be modified for MTW the Agency will continue to submit information through the Annual MTW Plan and Report.

The Agency may, in satisfaction of the annual audit requirement, submit its independently audited Comprehensive Annual Financial Report (CAFR), prepared consistent with its MTW financial structure and GAAP, and including supplemental un-audited balance sheets and income and expense statements for public housing properties.

All reporting under this section shall be subject to and shall not interfere with the Agency's right to combine and use public housing operating funds, public housing capital funds, and Section 8 voucher funds for the activities and in the manner described in the MTW Agreement.

HUD shall not limit through any asset management requirements or otherwise, including through any other provision of this Addendum or the MTW Agreement to the extent there is a conflict with this Attachment D, the Agency's ability (as provided in the MTW Agreement), to use a single fund budget as an authority-wide funding source for MTW activities.

#### **8. Other Reporting.**

**Annual Plan and Report Under Attachment B.** HUD affirms that it has obtained Office of Management and Budget ("OMB") approval for the information collection currently required by Attachment B to the Agency's Original MTW Agreement (HUD Form 50900, OMB Control Number 2577-0216; and hereafter, "Original Attachment B"). The Agency is not required to use the Attachment B to this Agreement (hereafter, "Revised Attachment B"), until such time as HUD has obtained approval from OMB of such Revised Attachment B.

Subject to the paragraph immediately above, the Agency agrees to submit information in accordance with Revised Attachment B for the fiscal year following such OMB approval; provided, however, that:

- i. if OMB does not approve a Revised Attachment B at least 120 days prior to the date for submission of the MTW Plan, then the Agency may defer compliance with Revised Attachment B until submission of the Annual MTW Plan and Report in the subsequent fiscal year;
- ii. the Annual MTW Report for a given fiscal year will use the same form of Attachment B as was used for that fiscal year's Annual MTW Plan; and
- iii. the Agency and HUD agree to use the first submission of Revised Attachment B to identify any problems and potential improvements in its use, as to both form and substance, and that HUD and the Agency will work together to modify Revised Attachment B, as necessary, in order to improve it as an information tool for subsequent fiscal years. The Agency and HUD further agree that Revised Attachment B may require modifications in subsequent years of the MTW Agreement and that HUD will facilitate a process to solicit comments from the Agency and modify Revised Attachment B as necessary.

**CFDA Number.** HUD affirms that it has received a Catalog of Federal Domestic Assistance ("CFDA") number from OMB for the MTW program. HUD will create a corresponding compliance supplement to assist auditors in performing the required audits of the Agency. HUD will develop such compliance supplement in consultation with the Agency and shall direct, and hereby does direct, any auditor of the Agency to consider such supplement and other related

supplements and OMB Circulars in determining the compliance requirements that could have a direct and material effect on the Agency's participation in the MTW program. The MTW compliance supplement issued by HUD shall have an effective date that provides the Agency with sufficient notice for implementation.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives.

THE HOUSING AUTHORITY OF  
THE CITY OF ATLANTA, GEORGIA

By: 

Its: President and CEO

Date: 11/13/08

UNITED STATES DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT

By: 

Its: Assistant Secretary

Date: 11/13/08


Legacy Attachment A

AMENDED AND RESTATED MOVING TO WORK AGREEMENT  
BETWEEN  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
AND  
ATLANTA HOUSING AUTHORITY

Calculation of Subsidies

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AHA MTW Agreement  
Attachment A

Calculation of Subsidies

During the term of the MTW demonstration, HUD will provide the agency with operating subsidy, capital funds, and Section 8 assistance as described below.

Definitions in this Attachment

Initial Year = The AHA fiscal year in which the Agency begins operating under its MTW authority, which may be the same year as that in which the Agreement is executed. (FY2004)

Base Year = The most recently completed Agency fiscal year prior to the Initial Year (FY2003)

MTW Units = Units authorized for participation in MTW activities, as provided in Section 1 of the Appendix to this Agreement.

1. Operating Subsidy

The calculation of operating subsidy eligibility will continue in accordance with applicable operating subsidy formula law and calculation.

2. Capital Fund Program

A. The PHA's formula characteristics and grant amount will continue to be calculated in accordance with applicable law and regulations.

B. For capital funds (including development and replacement housing factor funds) provided in years prior to the execution of this Agreement, the PHA may submit, and HUD will approve, as permitted by law, a request to reprogram, by grant year, any unobligated funds for eligible MTW purposes. Such requests will be made in accordance with current procedures governing amendments to the Annual Plan, except that no public consultation will be necessary prior to submission of the request.

C. All funds programmed for MTW purposes will be recorded and drawn down from MTW-designated line items on relevant HUD forms.





**3. Section 8 Tenant Based Assistance Units Eligible for Inclusion in Flexible Block Grant**

A. Conversion of existing Section 8 housing vouchers to Moving To Work units will be conducted according to instructions provided by HUD. A list of Section 8 units eligible for inclusion in the block grant ("MTW units") upon execution of this Agreement will be provided by HUD, along with the instructions.

B. The number of MTW units will not be adjusted throughout the duration of this Agreement unless:

- 1) any units under ACC that are not available upon execution of this Agreement become available for MTW purposes upon renewal or as otherwise authorized by HUD; or
- 2) the PHA receives incremental Section 8 units, which the PHA may choose to convert into the block grant or to operate as a separate program, as provided by law; and

**4. Calculation of Annual (Section 8) Subsidy**

The calculation of funding is governed by the terms of the FY 2003 Omnibus Appropriations Act, which based renewal funding on utilization in accordance with the terms of the MTW Agreement, and by any future appropriations requirements that may be enacted.

**A. Initial year of MTW Participation:**

For the certificate and voucher programs, respectively, divide Total Funds Required (minus the cost of Family Self Sufficiency Coordinators) by the Number of Unit Months, as provided in year-end settlement data for the base year. Multiply this amount by the inflation factor established for the calculation of renewals (using the inflation factor, or annual adjustment factor (AAF) is published annually in the Federal Register (Table 1, the factor with the highest utility cost included)) to arrive at an inflation-adjusted, MTW program per unit cost (MTWPUC) for the initial year (to be adjusted for funds already paid).

Multiply the MTWPUC by the total number of MTW units and the number of months [MTWPUC X MTW Units x 12] to arrive at a total MTW subsidy amount to be disbursed that year.

**B. Second and Subsequent Years of MTW Participation:**

Multiply the total MTW subsidy established in the previous year (excluding reserves) by the annual inflation factor established for the calculation of renewal of Section 8 contracts to arrive at the current year's inflation-adjusted Section 8 MTW subsidy.



C. Reserve

1. An amount equal to one month's program costs (based on the initial year voucher program budget) will be made available from existing PHA program reserves for use as program reserves for MTW eligible units. This is a one-time provision of program reserves provided at the beginning of the PHA's MTW program.
2. There will be no year-end settle-up of annual funds provided for MTW Units. All funds provided through this calculation will remain available for authorized purposes.
3. HUD will not consider AHA's reserves in determining funding under the Amended and Restated Agreement.

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Legacy Attachment B

AMENDED AND RESTATED MOVING TO WORK AGREEMENT  
BETWEEN  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
AND  
ATLANTA HOUSING AUTHORITY

Elements for the Annual MTW Plan and Annual MTW Report

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## LEGACY ATTACHMENT B

### THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA (AHA) ELEMENTS FOR THE ANNUAL MTW PLAN AND ANNUAL MTW REPORT

#### MTW REPORTING

During FY 2005, AHA engaged Dr. Thomas D. Boston of Boston Research Group, Inc., to conduct an independent study of AHA's MTW Program. Dr. Boston's investigation centers on the impact AHA's MTW Program will have on improving neighborhoods and communities and on the quality of life of families that AHA serves. The benchmarking study will measure quality of life changes for families served by AHA during AHA's MTW Demonstration Period. The benchmarking study will also measure the impact of AHA's revitalization program on a property-by-property basis and will measure changes in levels of crime, poverty, and other social ills associated with concentrated poverty. Dr. Boston's study will provide a meaningful analysis of family demographic data required by HUD to be included in AHA's Annual MTW Reports and Plans over the life of its MTW Program. This study will include three reports, an FY 2006 Baseline Report, an FY 2008 Interim Report and an FY 2010 Final Report (collectively, the "Boston Reports").

AHA will prepare and submit demographic data as part of the FY 2005 MTW Report in accordance with AHA's MTW Agreement. Thereafter, demographic information required under AHA's MTW Agreement will no longer be provided as part of subsequent AHA MTW Annual Plans or Reports submitted to HUD. Instead, AHA will replace the HUD required demographic data with the Boston Reports. The Baseline Report will be submitted with AHA's FY 2006 MTW Annual Report; the Interim Report will be submitted with AHA's FY 2008 MTW Annual Report; and the final report will be submitted with AHA's FY2010 MTW Annual Report.

AHA currently provides inventory and leased housing information through the PIH Information Center (PIC) and through other HUD reports. AHA no longer provides certain inventory or leased housing information after the submission of AHA's FY 2005 Report.

The following table outlines AHA's new reporting requirements for future MTW Annual Plans and Reports. These new reporting requirements will be in effect for AHA's FY 2007 MTW Annual Plan, AHA's FY 2006 Annual Report and all subsequent Annual Plans and Reports.

ANNUAL PLAN (Current Requirements)	ANNUAL REPORT (Current Requirements)	AMENDMENT REQUEST (Where Indicated)
<b>I. HOUSEHOLDS SERVED</b>	<b>I. HOUSEHOLDS SERVED</b>	
A. Number and characteristics of households served at beginning of period, by: - unit size - family type (family vs. elderly or disabled) - income group (<30: 30-50; 50-80;>80) - housing type (LRPH; leased, other) - race & ethnicity	A. Number served: plan vs. actual by: - unit size - family type - income group - program/housing type - race & ethnicity	Replace with the Boston Reports.
B. Identify number and characteristics of households on waiting lists (all housing types). Discuss waiting list issues and proposed actions	B. Changes in tenant characteristics	(same as above)
C. Number projected to be served at end of period	C. Changes in waiting list numbers and characteristics	(same as above)
D. Narrative discussion/explanation of change	D. Narrative discussion/explanation of change	(same as above)
<b>II. OCCUPANCY POLICIES</b>	<b>II. OCCUPANCY POLICIES</b>	
A. Statement of policies governing eligibility, selection, admissions, assignment, and occupancy of families, including the admissions policy under section 16(a)(3)(B) for deconcentration of lower-income families	A. Changes in concentration of lower-income families, by program	No change.

#### Legacy Attachment B

#### AHA – Elements for the Annual MTW Plan and Annual MTW Report

ANNUAL PLAN (Current Requirements)	ANNUAL REPORT (Current Requirements)	AMENDMENT REQUEST (Where Indicated)
B. Statement of Rent Policy	B. Changes in Rent Policy, if any	No change.
	C. Narrative discussion/explanation of change	No change.
<b>III. CHANGES IN THE HOUSING STOCK</b>	<b>III. CHANGES IN THE HOUSING STOCK</b>	
A. Number of units in inventory at beginning of period by program (LRPH, leased, other)	A. Number of units in inventory at beginning by program: planned vs. actual	Eliminate.  Public Housing inventory is reported to HUD through the PIC system. We are submitting Housing Choice unit leasing information through the quarterly 52681-B Housing Choice financials submissions.
B. Projected number at end of period by program	B. Narrative discussion/explanation of difference	(same as above)
<b>IV. SOURCES AND AMOUNTS OF FUNDING</b>	<b>IV. SOURCES AND AMOUNTS OF FUNDING</b>	
A. Identify/discuss all sources and amounts of funding included in consolidated budget statement	A. Planned vs. actual funding amounts	No change.
B. Identify/discuss sources, amounts, and planned uses of special purpose funds outside the consolidated budget (e.g., DEP)	B. Narrative discussion/explanation of difference	No change.
C. Consolidated Budget Statement	C. Consolidated Financial Statement	No change.

**Legacy Attachment B**

**AHA – Elements for the Annual MTW Plan and Annual MTW Report**

ANNUAL PLAN (Current Requirements)	ANNUAL REPORT (Current Requirements)	AMENDMENT REQUEST (Where Indicated)
<b>V. USES OF FUNDS</b>	<b>V. USES OF FUNDS</b>	
A. Previous year expenditures by line item	A. Budgeted vs. actual expenditures by line item	No change.
B. Planned expenditures by line item	B. Narrative/explanation of Difference	No change.
C. Description of proposed activities/investments by line item/explanation of change from previously approved plan		No change.
D. Reserve balance at beginning of year. Discuss adequacy of reserves.	C. Reserve balance at end of year. Discuss adequacy of reserves.	No change.
<b>VI. CAPITAL PLANNING</b>	<b>VII. CAPITAL PLANNING</b>	
A. Describe major capital needs and projects, estimated costs, and proposed timetables	A. Planned vs. actual expenditures by property	No change.
B. Identify planned expenditures	B. Narrative discussion/explanation of Difference	No change.
C. Demolition and Disposition Requests, if planned		No change.

**Legacy Attachment B**

**AHA – Elements for the Annual MTW Plan and Annual MTW Report**

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ANNUAL PLAN (Current Requirements)	ANNUAL REPORT (Current Requirements)	AMENDMENT REQUEST (Where Indicated)
D. Homeownership activities, if any		No change.
<b>VII. MANAGEMENT INFORMATION FOR OWNED/MANAGED UNITS</b>	<b>VII. MANAGEMENT INFORMATION FOR OWNED/MANAGED UNITS</b>	
<b>A. VACANCY (OCCUPANCY) RATES</b>	<b>A. VACANCY (OCCUPANCY) RATES</b>	
1. Occupancy rates by property beginning of period	1. Target vs. actual occupancies by property	No change.
2. Narrative: issues and proposed action	2. Narrative /explanation of difference	No change.
3. Target rates by property at end of period		No change.
<b>B. RENT COLLECTIONS</b>	<b>B. RENT COLLECTIONS</b>	
1. Rents uncollected (%) beginning of period	1. Target vs. actual collections	No change.
2. Narrative: issues and proposed actions	2. Narrative/explanation of difference	No change.
3. Target % at end of period		No change.

**Legacy Attachment B**

**AHA – Elements for the Annual MTW Plan and Annual MTW Report**



<b>ANNUAL PLAN</b> (Current Requirements)	<b>ANNUAL REPORT</b> (Current Requirements)	<b>AMENDMENT REQUEST</b> (Where Indicated)
<b>C. WORK ORDERS</b>	<b>C. WORK ORDERS</b>	
1. Response rates beginning of period <ul style="list-style-type: none"> <li>% emergency within 24 hrs</li> <li>% regular within 30 days</li> </ul>	1. Target vs. actual response rates	No change.
2. Narrative: issues and proposed actions	2. Narrative/explanation of difference	No change.
3. Target rates at end of period		No change.
<b>D. INSPECTIONS</b>	<b>D. INSPECTIONS</b>	
1. Description of inspection strategy	1. Planned vs. actual inspections completed	No change.
2. Planned inspections (% this FY)	2. Narrative/explanation of difference	No change.
	3. Results of independent PHAS inspections	No change.
<b>E. SECURITY</b>	<b>E. SECURITY</b>	
1. Narrative: security issues and proposed Actions	1. Narrative: planned vs. actual actions/explanation of difference	No change.

**Legacy Attachment B**

**AHA – Elements for the Annual MTW Plan and Annual MTW Report**

ANNUAL PLAN (Current Requirements)	ANNUAL REPORT (Current Requirements)	AMENDMENT REQUEST (Where Indicated)
<b>VIII. MANAGEMENT INFORMATION FOR LEASED HOUSING</b>	<b>VIII. MANAGEMENT INFORMATION FOR LEASED HOUSING</b>	
<b>A. LEASING INFORMATION</b>	<b>A. LEASING INFORMATION</b>	
1. Units under lease (%) beginning of period	1. Target vs. actual lease ups at end of period	Eliminate.  We are submitting Housing Choice unit leasing information through the quarterly 52681-B Housing Choice financials submissions.
2. Target lease up rate at end of period		(same as above)
3. Plans regarding: <ul style="list-style-type: none"> <li>• Ensuring rent reasonableness</li> <li>• Expanding housing opportunities</li> <li>• Deconcentration of low-income families</li> </ul>	2. Information and Certification of Data on Leased Housing Management, including <ul style="list-style-type: none"> <li>• Ensuring rent reasonableness</li> <li>• Expanding housing opportunities</li> <li>• Deconcentration of low-income families</li> </ul>	No change.
4. Issues and proposed actions	3. Narrative/explanation of difference	No change.
<b>B. INSPECTION STRATEGY</b>	<b>B. INSPECTION STRATEGY</b>	
1. Description of inspection strategy, including: <ul style="list-style-type: none"> <li>a) Planned inspections completed (% this FY) by category: <ul style="list-style-type: none"> <li>* Annual HQS inspections</li> <li>* Pre-contract HQS inspections</li> <li>* HQS Quality Control Inspections</li> </ul> </li> <li>b) HQS Enforcement</li> </ul>	1. Results of inspection strategy, including: <ul style="list-style-type: none"> <li>a) Planned vs. actual inspections completed by category: <ul style="list-style-type: none"> <li>* Annual HQS inspections</li> <li>* Pre-contract HQS inspections</li> <li>* HQS Quality Control Inspections</li> </ul> </li> <li>b) HQS Enforcement</li> </ul>	No change.

**Legacy Attachment B**

**AHA – Elements for the Annual MTW Plan and Annual MTW Report**

ANNUAL PLAN (Current Requirements)	ANNUAL REPORT (Current Requirements)	AMENDMENT REQUEST (Where Indicated)
	2. Narrative/explanation of difference	No change.
<b>IX. RESIDENT PROGRAMS</b>	<b>IX. RESIDENT PROGRAMS</b>	
1. Description of activities	1. Narrative: planned vs. actual actions/explanation of difference	No change.
2. Issues and proposed actions	2. Results of latest PHAS Resident Survey, or equivalent as determined by HUD	No change.
<b>X. OTHER INFORMATION AS REQUIRED BY HUD</b>	<b>X. OTHER INFORMATION AS REQUIRED BY HUD</b>	
A. Board Resolution <ul style="list-style-type: none"> <li>Adopting Plan</li> <li>Certifying that Public Hearing Requirements were met</li> </ul>	A. Results of latest completed 133 Audit, (including program-specific OMB compliance supplement items, as applicable to the AHA's Agreement)	No change.
B. Required Certifications and other submissions from which the Agency is not exempted by the MTW Agreement	B. Required Certifications and other submissions from which the Agency is not exempted by the MTW Agreement	No change.
C. Submissions required for the receipt of funds	C. Submissions required for the receipt of funds	No change.

**Legacy Attachment B**

**AHA – Elements for the Annual MTW Plan and Annual MTW Report**

Attachment D

AMENDED AND RESTATED MOVING TO WORK AGREEMENT  
BETWEEN  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
AND  
ATLANTA HOUSING AUTHORITY

Legacy and Community-Specific Authorizations

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**ATTACHMENT D**  
**TO AMENDED AND RESTATED MOVING TO WORK AGREEMENT BETWEEN**  
**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**AND ATLANTA HOUSING AUTHORITY**

**LEGACY AND COMMUNITY-SPECIFIC AUTHORIZATIONS:**

This Attachment D describes and authorizes activities which may be implemented by the Atlanta Housing Authority (the "Agency") pursuant to the Amended and Restated MTW Agreement between the Agency and HUD dated November 13, 2008, which together with any and all attachments, exhibits, and appendices thereto is hereinafter referred to as the "Amended and Restated Agreement." Notwithstanding any other provision of this Amended and Restated Agreement, the Agency is authorized as follows:

**I. General Conditions**

A. The following definitions shall apply for purposes of the Amended and Restated Agreement.

1. "AHA Agreement Components" shall mean Legacy Attachment A (AHA MTW Agreement – Attachment A – Calculation of Subsidies, as modified), Legacy Attachment B (AHA's Elements for the Annual MTW Plan and Annual MTW Report as submitted to and approved by HUD as part of AHA's FY06 Annual MTW Plan), Attachment D (AHA's Legacy and Community Specific Authorizations) and Attachment E (Implementation Protocols).
2. "HUD Agreement Components" shall mean the HUD Standard MTW Agreement and the First Amendment.
3. "HUD Standard MTW Agreement" shall mean the HUD Standard MTW Agreement (excluding any attachments or amendments) executed by AHA and HUD on November 13, 2008.
4. "Legacy Attachment" shall have the meaning set forth in this Attachment D.

B. HUD and AHA hereby acknowledge and agree that AHA's Amended and Restated Agreement consists of the HUD Agreement Components and the AHA Agreement Components. All references to the HUD Standard Attachment C in the HUD Agreement Components shall be deemed to be a reference to Attachment D. HUD and AHA acknowledge and agree that any future Implementation Protocols, as described in Attachment E, once in effect or approved by HUD as described therein shall automatically be incorporated in Attachment E with the same standing as the other HUD-approved Implementation Protocols listed in Attachment E.

C. In the event of any conflict between the terms and provisions of the HUD Agreement Components and the terms and provisions of the AHA Agreement Components, the terms and provisions of the AHA Agreement Components shall supersede the HUD Agreement Components. If the AHA Agreement Components are silent with respect to an issue, then the HUD Agreement Components will control. Notwithstanding the foregoing, AHA shall comply with the requirements identified in the following provisions of the HUD Standard MTW Agreement: (i) Section I.B (relating to the definitions of 'low-income families' and 'very low-income families' in Section 3(b)(2) of the 1937 Act, Section 12 of the 1937 Act and Section 18 of the 1937 Act); (ii) Section II.D (relating to the percentage of low-income families assisted); (iii) Section II.I (relating to NEPA and 24 CFR Part 50 or Part 58, as applicable); (iv) Section II.J (relating to nondiscriminatory and equal opportunity requirements of 24 CFR § 5.105(a) and the reasonable accommodation provisions of Section 504 of the Rehabilitation Act of 1973 and its implementing regulations); and (v) Section II.K (relating to any applicable court orders and Voluntary Compliance Agreements).

D. The Amended and Restated Agreement shall only be amended by the mutual written agreement of HUD and AHA.

E. All references in the HUD Agreement Components to "MTW activities" shall mean "MTW Eligible Activities" as defined in this Attachment D.

F. These Legacy and Community-Specific Authorizations describe the activities that AHA may carry out under the Moving to Work Demonstration Program (or any successor program) (collectively, the "MTW Demonstration Program), during the term of the Amended and Restated Agreement, as it may be extended from time to time. HUD and AHA acknowledge and agree that execution of the Amended and Restated Agreement is intended to provide for the continuation of authorizations provided in AHA's Original MTW Agreement and that the term of this Amended and Restated Agreement shall be deemed to be from the effective date of AHA's Original MTW Agreement (July 1, 2003) and shall continue until the end of the Agency's 2018 Fiscal Year, unless this Amended and Restated Agreement is extended by AHA and HUD pursuant to the terms hereof.

G. AHA's MTW Demonstration Program applies to (i) all of AHA's public housing assisted units (including AHA-owned properties and units comprising a part of mixed-income, mixed-finance communities); (ii) Section 8 tenant-based rental assistance and units subsidized using such assistance; (iii) Section 8 project-based rental assistance and units subsidized using such assistance; and (iv) homeownership units developed and subsidized using Section 8 assistance.

H. AHA has partnered and will continue to partner with government and quasi-governmental agencies and for-profit and non-profit entities, including without limitation, mixed-income, mixed-finance development partners, third party management companies and supportive service providers ("AHA Partners"), to implement and develop all or some of the initiatives that comprise AHA's MTW Demonstration Program. AHA may, with respect to any MTW Eligible Activity and when working with or partnering with such partners, make available to AHA Partners the least restrictive regulatory requirements allowable based on AHA's participation in the MTW Demonstration Program, as reflected in this Attachment D, and such agreements with AHA Partners may reflect the implementation of less restrictive statutory and regulatory requirements. HUD hereby consents to the amendment of any and all agreements and contracts between AHA and AHA Partners to permit the implementation of the authority granted pursuant to Attachment D and to extend the benefits of the less restrictive statutory and regulatory requirements set forth herein to the AHA Partners, so long as such amendments do not reflect or require the implementation of any MTW authorizations beyond the term of the Amended and Restated Agreement, as may be extended from time to time.

HUD acknowledges that AHA may desire to enter into contracts which may include terms, provisions and conditions which could reasonably be interpreted to be based upon the MTW authorizations set forth herein and that the terms of such contracts may extend beyond the term of this Amended and Restated Agreement. Accordingly, AHA hereby agrees that, from and after the effective date of this Amended and Restated Agreement, prior to entering into any contract where (i) the term of such contract extends beyond the term of this Amended and Restated Agreement and (ii) the provisions, conditions and terms of such contract could reasonably be interpreted to rely upon the relief from the 1937 Act and its implementing regulation provided in the MTW authorizations set forth herein (any such contract which meets both conditions, an "Extraordinary Contract"), AHA shall submit such Extraordinary Contract, together with AHA's analysis under the 1937 Act, to HUD for review and clarification prior to execution. HUD and AHA agree that for purposes of AHA's analysis and HUD's review, the scope shall be to identify which provisions of the contract appear to rely upon any MTW authorizations based on a review of the 1937 Act and its implementing regulations. If upon the review of the analysis and clarification, a determination is made that HUD approval is needed, AHA will apply to HUD for a good cause waiver as a precondition of executing the Extraordinary Contract. AHA acknowledges that it shall not be entitled to any waiver by virtue of the execution of this Amended and Restated Agreement and that any waiver to be granted by HUD will be granted in its sole discretion and will be based on a review of the specific facts and circumstances outlined in AHA's request and the clarification.

AHA and HUD acknowledge and agree that "Extraordinary Contracts" shall not include the following: (i) new agreements and contracts or amendments to existing contracts which otherwise have been approved by HUD or are subject to prior HUD review and/or approval; and (ii) contracts or agreements where AHA is not relying upon the MTW authorizations set forth in this Amended and Restated Agreement. HUD further acknowledges and agrees that AHA is hereby authorized to enter into project based rental assistance agreements for as long as fifteen (15) years and for an aggregate amount greater than twenty percent (20%) of AHA's Housing Choice Voucher funding allocation, without regard to the term of this Amended and Restated Agreement.

HUD acknowledges that AHA believes that many of the contracts entered into by AHA with AHA Partners incorporate MTW authorizations granted in this Amended and Restated Agreement, which relate to policy, operational



and administrative matters, including, but not limited to, a work/program compliance policy, rent simplification; site-based waiting lists and site-based administration of the Project Based Rental Assistance arrangements, single-fund budget and asset management protocols. HUD further acknowledges AHA's belief that these policy, operational and administrative matters (collectively herein, "MTW Best Practices") are critical to the ongoing feasibility, sustainability and success of the various arrangements, relationships, initiatives and programs. In recognition of this fact, AHA and HUD acknowledge the need to work collaboratively to institutionalize the MTW Best Practices by AHA applying to HUD for good cause waivers so that such policies, operational and administrative procedures and business process may survive the term of this Amended and Restated Agreement.

I. The purpose of the Legacy and Community Specific Authorizations contained in Attachment D is to delegate to AHA the authority to pursue locally driven policies, procedures and programs with the aim of developing better, more efficient ways to provide housing assistance to low and very-low income families. All authorizations granted in this Attachment D have been granted fully without requiring any additional HUD authorizations and approvals or any additional submissions to HUD. The implementation of any MTW Eligible Activity (defined herein) included in any Annual MTW Plan which has not been objected to by HUD shall not require any further approvals from or submissions to HUD, except to the extent of any informational reporting which may be required as part of any Annual MTW Report. Any HUD approval granted to AHA pursuant to this Attachment D shall be for the term of this Amended and Restated Agreement, as may be extended, and all HUD approvals granted pursuant to this Attachment D shall be cumulative.

J. AHA reaffirms that it will comply with all applicable nondiscrimination and equal opportunity requirements set forth in 24 CFR 5.105(a), and will administer its programs and activities in a manner affirmatively to further fair housing. In particular, the Agency must make reasonable modifications and accommodations needed by applicants and residents and must make units accessible in accordance with the Needs Assessment and Transition Plan as required under Section 504 of the Rehabilitation Act of 1973 and its implementing regulations.

K. [Intentionally Deleted].

L. Any notice or other communication given or made pursuant to this Amended and Restated Agreement shall be in writing and shall be deemed given or served upon the addressee, following (a) hand-delivery by receipted courier, (b) five (5) days following deposit in the U.S. mail, certified mail (return receipt requested), postage prepaid, (c) receipt by electronic facsimile transmission, with an original sent via first class mail or (d) delivery by a nationally recognized overnight courier service (e.g. Federal Express) which maintains evidence of receipt, with all delivery charges paid or provided for, addressed to a party at its respective address set forth below (or at such other address as shall be specified by the party from time to time):

AHA	HUD
<p>To:</p> <p>The Housing Authority of the City of Atlanta, Georgia  230 John Wesley Dobbs Avenue, N.E.  Atlanta, Georgia 30303-2421  Attention: President and Chief Executive Officer  Telecopier: (404) 332-0100</p>	<p>To:</p> <p>The Deputy Assistant Secretary for the  Office of Public Housing Investments  U.S. Department of Housing and Urban Development  451 Seventh Street SW  Room 4130  Washington, DC 20410-5000  Telecopier: (202) 401-2370</p>
<p>and a copy to:</p> <p>The Housing Authority of the City of Atlanta, Georgia  230 John Wesley Dobbs Avenue, N.E.  Atlanta, Georgia 30303-2421  Attention: General Counsel and Chief Legal Officer  Telecopier: (404) 888-6096</p>	<p>and a copy to:</p> <p>Eugene Geritz  U.S. Department of Housing and Urban Development  1670 Broadway  Denver, CO 80202  Telecopier: (303) 672-5065</p>

# Attachment D

M. Unless otherwise provided in this Attachment D, Attachment D does not apply to Section 8 assistance that is required: (a) to meet existing contractual obligations of the Agency to a third party (such as Housing Assistance Payment contracts with owners under the Agency's Section 8 voucher program that were entered into prior to AHA's participation in MTW); (b) for payments to other public housing authorities under Section 8 portability billing procedures; (c) to meet particular purposes for which HUD has expressly committed the assistance to the Agency.

N. Notwithstanding anything to the contrary in the Amended and Restated Agreement, the AHA Agreement Components waive and supersede the terms and conditions of the ACCs and the provisions of the 1937 Act and implementing regulations thereunder, handbooks, notices and other HUD guidance, currently existing and as may be issued, enacted or promulgated in the future (collectively, "HUD Requirements") to the extent necessary to implement Attachment D and Attachment E. Moreover, notwithstanding anything to the contrary in the Amended and Restated Agreement, to the extent AHA is awarded funding pursuant to any HUD notices of funding availability ("NOFAs") which incorporate the HUD Requirements, AHA shall not be required to comply with such requirements to the extent such requirements conflict with the AHA Agreement Components. Notwithstanding anything to the contrary in this Attachment D or the Amended and Restated Agreement, AHA will use the funds awarded pursuant to such NOFAs for the purposes set forth in the applicable NOFA.

O. Section III of the HUD Standard MTW Agreement is hereby deleted and replaced with the following:

"AHA may adopt and implement any reasonable policies for setting rents and term limits for public housing assistance, or rents, subsidy levels and term limits for tenant-based assistance or project-based rental assistance, notwithstanding the 1937 Act, provided that AHA submits the policy to HUD annually in the MTW Annual Plan, and upon any material change to the policy, and provided that:

5. AHA's Board of Commissioners approves of the policy, and any material changes, and approved an analysis of the impact of the policy on current households, and households on the waiting list, including an analysis of the severity of rent burdens on such households that would have rent burdens greater than 30 percent of adjusted income;
6. AHA reevaluates its rent, subsidy level and term limit policies annually, including preparing a revised impact analysis;
7. AHA adopts a policy for addressing hardship cases;
8. AHA provides a reasonable transition period for rent increases for existing tenants; and
9. A public hearing is held regarding the policy modification.

The rent, subsidy level or term limit policy, or any material changes to the rent, subsidy level or term limit policy will be effective upon submission to HUD of a board resolution as provided above."

P. Nothing in the Amended and Restated Agreement shall prevent AHA, in its sole discretion, from availing itself of any provision, term, condition or guidance set forth in the HUD Requirements which is less restrictive or burdensome than the provisions, terms and conditions of this Amended and Restated Agreement.

Q. In accordance with the HUD Funding Availability Implementation Protocol identified in Attachment E, the Agency agrees to continue to assist substantially the same total number of eligible low-income families under the MTW demonstration, and to maintain a comparable mix of families by family size, as would have been served or assisted if HUD funding sources had not been used under the MTW demonstration.

R. Notwithstanding anything to the contrary in the Amended and Restated Agreement, so long as (a) AHA is designated a "high performing agency" and (b) AHA has provided HUD with verification performed by a third party academic evaluator that AHA has accomplished the goals of the MTW Demonstration Program, as set forth in the MTW Statute and AHA's MTW Plan, pursuant to the standards set forth in any Performance Implementation Protocol, as of the date which is one (1) year prior to the expiration of the Amended and Restated Agreement and each ten year extension thereof, AHA and HUD agree to extend the Amended and Restated Agreement for additional ten year periods on



substantially the same terms as are contained in the Amended and Restated Agreement, this Attachment D and other AHA Agreement Components should HUD, in its sole discretion, determine that any such extension is warranted. AHA and HUD agree to work cooperatively to implement any such extension(s) on terms and conditions that are mutually agreeable to both parties.

S. "Legacy Attachment" shall, except as set forth below, mean the attachment to the Original MTW Agreement with the same designation (for example, "Legacy Attachment A" shall mean Attachment A to the Original MTW Agreement), as such attachment has been modified by agreement by AHA and HUD or by any Implementation Protocol (as defined in Attachment E) or Annual MTW Plan submission. The Legacy Attachments are identified as follows:

All Legacy Attachments that are not AHA Agreement Components are attached hereto as Schedule D-1 and incorporated herein by this reference.

Legacy Attachment	Reference Document
Legacy Attachment A	Attachment A to the Original MTW Agreement (AHA MTW Agreement – Attachment A – Calculation of Subsidies, as modified)
Legacy Attachment B	AHA's Elements for the Annual MTW Plan and Annual MTW Report as submitted to and approved by HUD as part of AHA's FY06 Annual MTW Plan
Legacy Attachment C	Attachment C to the Original MTW Agreement (Development Process Protocol)
Legacy Attachment D	Attachment D to the Original MTW Agreement (MTW Program Benchmarks/MTW Program Benchmarks Definitions), as amended and clarified by the Revision of MTW Benchmarks Implementation Protocol
Legacy Attachment G	Attachment G to the Original MTW Agreement (Good Cause Justification for Waiver of Sections of 24 CFR 941)

T. HUD hereby appoints Eugene Geritz as the Agency's single point of contact ("POC") to represent HUD in implementing this Amended and Restated Agreement. In the event that Eugene Geritz is unable to perform as the Agency's POC or is no longer designated as such by HUD, HUD and AHA hereby agree to work together to identify a mutually acceptable POC. HUD agrees to consult with AHA before appointing a new POC.

**II. Restructure the Annual and Interim Review Process in Section 8 Assisted Housing, Housing Choice Voucher Program (both Project and Tenant-Based), Public Housing and Homeownership**

AHA is authorized to restructure the annual and interim review process in AHA's Section 8 project-based rental assistance housing program, AHA's Section 8 tenant-based rental assistance program, any MTW-funded AHA homeownership program and AHA's public housing assisted units program (conventional and AHA-assisted units in mixed-income, mixed-finance communities) and provide for exceptions (e.g. change in income, occupancy requirements or hardship) in order to affect the number of reviews a participant receives in any calendar year.

**III. Occupancy Policies**

**A. General Occupancy Policies**

AHA's occupancy policies under MTW will be designed and focused on the four goals underlying AHA's delivery and promotion of affordable housing resources in the Atlanta, Georgia metropolitan area. These goals are to:

1. Become a superior provider, either directly or indirectly through the provision of subsidy, of quality affordable housing and property and asset management services;

2. Develop AHA into an economically viable and self-sustaining entity;
3. Expand, improve, and diversify AHA's portfolio and AHA's influence in the affordable housing market while becoming a catalyst for community revitalization; and
4. Promote and support resident economic self-sufficiency and upward mobility out of public housing and/or the Housing Choice Voucher Program.

AHA is authorized to consider one or more of its goals when designing, refocusing, initiating, and implementing occupancy policies for each of its affordable housing programs and initiatives. AHA is authorized to develop or specifically identify to HUD its occupancy policies, and such attendant policies as AHA may deem appropriate, in one or more MTW Plans. These policies will be designed to allow AHA to further one or more of AHA's strategic goals and also fulfill the MTW goals/criteria of testing alternative, local alternative housing and self-sufficiency strategies for the assisted families in AHA's affordable housing programs. Moreover, AHA will continue designing occupancy policies that are intended to address (i) the quality of housing and lifestyle improvements at communities sponsored or subsidized by AHA and (ii) other affordable housing programs that are designed to enhance or promote a greater quality of living at each such community.

#### **B. Site Based Waiting List Systems**

AHA will, without further HUD authorization or approval, continue to operate site-based waiting lists in accordance with its existing HUD-approved Site-Based Waiting List Policy which became effective on December 13, 1996, and Mixed-Income, Mixed-Finance Community Site-Based Waiting List Policy Addendum, which became effective on June 25, 1999, and AHA's Site-Based Waiting List Policy for Conventional Communities which became effective on January 1, 2002, as amended or revised. AHA will implement additional site-based waiting lists under this Attachment D. Such additional site-based waiting lists will be developed, at AHA's option, to address various situations, including, but not limited to the following: (1) any existing or new mixed-income, mixed-finance communities; (2) any on-site and/or off-site public housing replacement units developed in support of AHA's redevelopment or HOPE VI efforts; (3) any special initiatives and demonstration programs; (4) any specially designated public housing-assisted communities; (5) communities subsidized, in whole or in part, with Section 8 project-based rental assistance; and (6) combining or separating waiting lists for Housing Choice Voucher Program assistance, Section 8 project-based rental assistance, public housing rental communities, homeownership opportunities, and mixed-income, mixed-finance communities.

#### **IV. Self-Sufficiency/Supportive Services**

AHA is authorized to operate any of its existing self-sufficiency and training programs, including without limitation, its Employment Training Program and Family Self-Sufficiency (FSS) Program, and any successor programs exempt from HUD program requirements and without any specific requirements governing program size or participation requirements including whether to establish escrow accounts and other rent incentives and whether to establish mandatory self-sufficiency participation requirements; provided, however that if AHA receives dedicated funding for an FSS coordinator, such funds must be used to employ a self-sufficiency coordinator. In developing and operating such programs, AHA is authorized to establish strategic relationships and partnerships with local private and public agencies and service providers to leverage expertise and funding. Such agencies and providers shall be deemed to be AHA Partners for purposes of this Attachment D.

#### **V. Funding Issues**

##### **A. Single Fund Budget with Full Flexibility**

1. AHA may combine its public housing operating subsidies and public housing capital funds (including development and replacement housing factor funds), and its Housing Choice Voucher Program funding into a single, authority-wide funding source (such subsidies, funds and funding are collectively referred to as "MTW Funds"). The funding amount for the MTW Funds may be increased by additional allocations of housing choice vouchers to which AHA is entitled to over the term of the Amended and Restated Agreement, as the same may be amended, restated and/or extended. Special purpose vouchers will not be included in the MTW Funds during their initial term, though some may be included in the MTW Funds upon renewal.

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2. AHA may use MTW Funds for all activities ("MTW Eligible Activities") deemed advisable or necessary by AHA, including all activities described in any HUD – approved Implementation Protocol, to provide flexibility in the design and administration of housing assistance to eligible families, to reduce cost and achieve greater cost effectiveness in Federal expenditures, to give incentives to families with children where the head of household is working, seeking work, or is preparing for work by participating in job training, educational programs, or programs that assist people to obtain employment and become economically self-sufficient, and to increase housing choices for low-income families, through, but not limited to, the following activities:

a) Provision of Capital funds or operating assistance to housing previously developed or operated pursuant to a contract between HUD and AHA or newly acquired or developed pursuant to section b below.

b) The acquisition, new construction, reconstruction or moderate or substantial rehabilitation of housing (including, but not limited to, assisted living, or other housing as deemed appropriate by AHA, in accordance with its mission), or commercial facilities consistent with the objectives of the demonstration. Such activities may include but are not limited to real property acquisition, site improvement, development of utilities and utility services and energy efficiency systems, conversion, demolition, financing, administration and planning costs, relocation and other related activities; provided, however, that prior HUD approval is required for the development of any incremental public housing units.

c) The provision of housing or employment-related services, such as housing counseling in connection with rental or home ownership assistance, energy auditing, activities related to the provision of self-sufficiency and other services, employment counseling, education, training and other services related to assisting tenants, owners, contractors, and other persons or entities participating or seeking to participate in other housing or training and educational activities assisted pursuant to this section.

d) The provision of management services, including preparation of work specifications, loan processing, inspections, tenant selection, management of tenant and project-based rental assistance and management of housing projects or other facilities or operations developed under this program.

e) The provision of safety, security, and law enforcement measures and activities appropriate to protect residents of housing from crime.

f) The provision of Housing Choice Voucher Program assistance or project-based rental assistance, alone or in conjunction with other private or public sources of assistance.

g) The preservation of units currently serving people of low income or the acquisition and/or development of new units for people of low income, provided that all rehabilitation and construction is done in accordance with the requirements of Section 504 of the Rehabilitation Act and where applicable, the design and construction requirements of the Fair Housing Act.

3. These activities may be carried out by AHA, by an entity, agent, or instrumentality of AHA, a partnership, a grantee, contractor, or other appropriate party or legal entity.

4. AHA's expenditures must comply with OMB Circular A-87, which provides basic guidelines for the use of federal funds, and with the AHA Agreement Components. Program-specific funding regulations governing allowable expenditures are suspended to the extent they are inconsistent with the AHA Agreement Components.

5. AHA may use capital funds (including development and replacement housing factor funds) from fiscal years prior to its fiscal year 2004 in accordance with the Amended and Restated Agreement, subject to section 9(j) of the 1937 Act, as amended by the FY 2003 Omnibus Appropriations Act or any subsequent Appropriations Act. Notwithstanding the foregoing, Replacement housing factor funds will be used consistent with the Replacement Housing Factor – Obligation and Expenditure Implementation Protocol.

6. Notwithstanding anything in the HUD Agreement Components to the contrary, any HUD assistance, including but not limited to MTW Funds, that the Agency is authorized to use in the MTW demonstration shall be used in accordance with this Attachment D.

7. Notwithstanding the foregoing, AHA hereby agrees that it will not use MTW Funds to subsidize

#### Attachment D



any State of Georgia sponsored public housing units. AHA further agrees, unless otherwise specifically approved by HUD as contemplated below, to suspend new investments of MTW Funds in real estate developments owned by private entities or other third parties which are the subject of the "Use of MTW Funds" Implementation Protocol listed in Attachment E, until the earlier of (i) the date on which HUD communicates to AHA that the reliance upon the "Use of MTW Funds" Implementation Protocol is re-authorized or (ii) the date that AHA and HUD enter into an amendment to this Amended and Restated Agreement which clarifies the use of MTW Funds (either, the "Resolution Date"). Nothing in this paragraph, however, shall prevent AHA from requesting independent approvals from HUD for future real estate development investments based on the clarification set forth in the "Use of MTW Funds" Implementation Protocol prior to the Resolution Date and HUD hereby agrees to review such requests in good faith on a case-by-case basis and respond to AHA promptly as to whether an approval may be granted, in HUD's sole discretion, with respect to the specific request submitted by AHA.

#### **B. Funding Methodology**

During the term of the Amended and Restated Agreement, HUD will provide AHA with public housing operating subsidies and capital funds, and with Housing Choice Voucher Program assistance as provided in Legacy Attachment A.

#### **C. Funding Disbursements**

AHA will receive its funding in accordance with the following disbursement requirements:

1. Operating Subsidies
  - a) The operating subsidies determined in accordance with Legacy Attachment A will be disbursed in accordance with standard HUD schedules for the disbursement of public housing operating subsidies.
  - b) AHA may use these funds for any MTW Eligible Activity consistent with this Attachment D.
2. Capital Funds
  - a) The Capital funds determined in accordance with Legacy Attachment A will be disbursed in accordance with standard HUD procedures for the disbursement of public housing Capital funds.
  - b) In requisitioning these funds, AHA will not be required to provide line item detail, but will request the funds using a single MTW line item; provided, however, that the AHA may not accelerate draw downs of funds in order to fund reserves.
  - c) AHA may use these funds for any MTW Eligible Activity consistent with this Attachment D.
  - d) AHA is subject to the requirements of Section 9(j) with respect to its Capital funds. Notwithstanding the foregoing, Replacement housing factor funds will be used consistent with the Replacement Housing Factor – Obligation and Expenditure Implementation Protocol.
3. Housing Choice Voucher Program Assistance
  - a) Housing Choice Voucher Program Funds will be determined in accordance with Legacy Attachment A and disbursed in accordance with the standard HUD schedules.
  - b) AHA may use these funds for any MTW Eligible Activity consistent with this Attachment D.

**Attachment D**

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Notwithstanding the foregoing, AHA shall be permitted to submit alternative schedules for disbursement in accordance with Section VI.B.2.c. of the HUD Form MTW Agreement. If accepted by HUD, the approved alternative schedule shall govern the disbursement of funds.

**D. No Reduction in Funding**

The amount of funding assistance, from any source, that the Agency would be entitled to from HUD or that the Agency receives from HUD, from any source, including, but not limited to assistance for public housing operating subsidies, public housing capital funds, and Section 8 assistance for vouchers, or any other type of HUD funding assistance will not be diminished due to the Agency's participation in the MTW Demonstration Program.

**VI. Asset Management and Cost Objectives**

HUD acknowledges and agrees that AHA has developed and implemented a local asset management program, the requirements of which are as follows. For each AHA-owned property, AHA shall maintain separate budgets and financial statements prepared in accordance with generally accepted accounting principles. For each mixed-income, mixed-finance community, AHA will report the amount of operating subsidy paid by AHA, in accordance with the applicable operating subsidy agreements for such community. The budgets and financial statements may be provided as part of the MTW Annual Plan or MTW Annual Report, as appropriate. HUD further acknowledges and agrees that the Agency has adopted and implemented a locally determined system for the accounting for administrative costs for the operations of the Agency, as reflected in the Fee for Service Implementation Protocol, identified in Attachment E, which satisfies the requirements of OMB Circular A-87 and that all of AHA's obligations with respect the implementation of its accounting system are as set forth in the Fee for Service Implementation Protocol.

**VII. Establishment of Housing Choice Voucher Program.** The term of the authorizations set forth in this Section VII shall be as set forth in the applicable governing document executed or adopted by AHA which includes the authorization, as such applicable governing document may be amended, extended or restated.

**A. AHA is authorized to create its own Housing Choice Voucher Program. Under such a program, AHA will be authorized to determine, among other things, the following:**

1. Reasonable contract rents and increases;
2. Tenant ability to exceed Brooke Amendment rents or any other regulatory or statutorily prescribed rents, subject to I.O. of this Attachment D;
3. Lease length, voucher expiration and reissuance policies, including, but not limited to, the suspension of HUD lease terms and term of assistance contracts;
4. Income qualification and/or work requirements to participate in rental assistance program, subject to the income eligibility and targeting requirements applicable to the MTW Demonstration Program;
5. Property eligibility criteria, including types of units currently prohibited by Section 8 regulations (including, but not limited to assisted living facilities, nursing homes, or other housing as AHA deems appropriate, consistent with its mission);
6. Waiting list procedures, tenant selection procedures, and criteria and preferences;
7. The content of housing assistance payments contracts with owners;
8. The content of contract rental agreements;
9. Damage claims and/or vacancy loss policy and payments for unoccupied units;
10. The percentage of leased housing assistance that is unit based, and criteria for expending funds for physical improvements on those units;
11. The term of unit-based assistance;

12. Elements to be included in AHA's policies or procedures, consistent with AHA's Housing Choice Voucher Program;
13. Type of assistance to owners in screening prospective tenants;
14. Adjustments to the payment standard;
15. Standards for utility allowances;
16. Fees and costs to be included in rent;
17. Family obligations to AHA regarding uses and occupancy of units;
18. Determination of rent reasonableness;
19. The flexibility to exceed the limit on local rent subsidy that is project-based for AHA's entire program and the flexibility to exceed the limit on local rent subsidy that is project based in any project and the flexibility to determine criteria for expending funds of physical improvements on those units provided that each development serves a broad range of incomes;
20. The type and level of supportive services to be provided to tenants;
21. The programs, services and terms available to landlords and other housing authorities to insure availability of affordable quality units through the Atlanta metropolitan area (including porting procedures) and to encourage neighborhood acceptance of the Housing Choice Voucher Program; and
22. The structure, terms and implementation of any homeownership program using Housing Choice Voucher Program vouchers.

**B. Simplification of the Process to Project-Base Section 8 Vouchers**

AHA is authorized to develop and adopt a reasonable policy and process for providing Section 8 project-based rental assistance during the term of the Amended and Restated Agreement and to establish and operate a Section 8 project-based voucher program separate from its tenant based voucher program which includes the components set forth below.

1. AHA is authorized to provide Section 8 project-based rental assistance at communities owned directly or indirectly by AHA, subject to HUD's requirements regarding subsidy layering.

a) Should AHA, in its reasonable business judgment, decide to provide Section 8 project-based rental assistance at a community where (i) AHA has a direct or indirect ownership interest in the entity that owns the community, (ii) AHA owns the land on which the community has been or is to be developed or (iii) AHA is funding a portion of the construction costs of the community and subsidizing the operating costs or rents of the community for low-income families, AHA may provide such assistance without the need for AHA to engage in any competitive process.

b) AHA will identify and engage an independent third-party to make a determination regarding the reasonableness of the rent structure for communities owned directly or indirectly by AHA.

2. AHA is authorized to establish a reasonable competitive process for project-basing Section 8 rental assistance at units that meet HQS standards, or any standards developed by AHA pursuant to this Attachment D, as applicable, and that are owned by non-profit, or for-profit housing entities in Atlanta. In establishing such process, AHA may, using its own best business judgment, exempt (a) AHA or (b) the development sponsors of communities where (i) AHA has a direct or indirect ownership interest in the entity that owns the community, (ii) AHA owns the land on which the community has been or is to be developed or (iii) AHA is funding a portion of the construction costs of the community and subsidizing the operating costs or rents of the community for low-income families, from the need to participate in such competitive process in order to access, promote or engage in Section 8 project-based rental assistance.

3. Site and Neighborhood Standards: AHA will comply with the Fair Housing Act and Title VI of the Civil Rights Act of 1964, and implementing regulations thereto, in determining the location of newly constructed or substantially rehabilitated unit-based housing assistance. AHA shall certify to HUD that HUD site and neighborhood

selection requirements have been met; provided, however, that in lieu of the Site and Neighborhood Standards set forth in 24 CFR Section 941.202(b)-(d), AHA will comply with the following requirements:

a) The project-based rental assisted units may be located in AHA's jurisdiction, including within the following types of urban areas: (i) an area of revitalization that has been designated as such by the City of Atlanta, (ii) an area where public housing units were previously constructed and were demolished, (iii) a racially or economically impacted area where AHA plans to preserve existing affordable housing or (iv) in connection with a HOPE VI or other HUD funded master planned development; and

b) A housing needs analysis indicates that there is a real need for the housing in the area; and

c) When AHA is developing or substantially rehabilitating six or more project-based rental assisted units: (i) consult with public housing residents through appropriate resident organizations and representative community groups in the vicinity of the subject property during the planning; (ii) advise current residents of the subject properties ("Residents") and public housing residents, by letter to resident organizations and by public meeting, of the AHA's revitalization plan; and (iii) certify to HUD in its MTW Annual Report that the comments from Residents, public housing residents and representative community groups have been considered in the revitalization plan. Documentation evidencing that AHA has met the stated requirements will be maintained at the housing authority and submitted to HUD in its MTW Annual Report.

4. AHA is authorized to adopt selection criteria for units to be included in its Section 8 project-based rental assistance program, and to adopt a local process for determining whether units meet certain eligibility requirements, including, but not limited to:

a) AHA may determine the minimum expenditure requirement and the timing of rehabilitation and construction of units.

b) AHA may determine the type of funds that may be used to rehabilitate or construct units,

c) AHA may adopt its own procedures to determine whether or not units meet AHA's requirements regarding rehabilitation and construction, including what information is required to be submitted by owners to AHA.

5. AHA is authorized to locally determine the effect of subsidy on rent to owner and the duplication of subsidy or excessive subsidy, subject to the requirements regarding subsidy layering.

6. AHA may determine FMR rates or structure for any such Section 8 project-based rental assistance activities or initiatives. AHA will base such rates on an independent market study and analysis.

7. HUD reviews and approvals related to the project-basing of Section 8 Vouchers are suspended during the MTW Demonstration, including but not limited to any approvals related to any required assessments for voluntary conversion or disposition applications.

8. AHA's authority to provide Section 8 project-based rental assistance herein, is intended, in part, to facilitate the ability of AHA and AHA's private developer partners to identify and secure private financing opportunities to rehabilitate or replace existing properties. Therefore, HUD agrees to approve, provide and execute such documents as may be reasonably necessary to confirm AHA's authority hereunder and to close such financing transactions. HUD also agrees to authorize AHA or AHA's designee to grant a security interest in such properties and agrees to subordinate any interest HUD may have in such properties to facilitate the financing.

9. All units which receive Section 8 project-based rental assistance must meet either (i) HQS standards or (ii) a local standard for communities receiving Section 8 project-based rental assistance developed by AHA pursuant to this Attachment D, as applicable.

10. AHA shall be authorized to perform subsidy layering reviews for Section 8 project-based rental assistance properties; provided, however, that AHA shall identify and engage an independent third party to do the subsidy layering review where AHA is the direct or indirect owner of the property.



11. AHA shall ensure that all newly constructed housing which will receive project-based rental assistance complies with the design and construction requirements of the Fair Housing Act and Section 504's accessibility requirements at 24 CFR 8.22. All rehabilitated housing participating in AHA's project-based rental assistance program shall comply with either 24 CFR 8.23(a) or 24 CFR 8.23(b), depending upon the extent of the alterations. AHA shall also ensure that it complies with Title VI of the Civil Rights Act and Section 504 of the Rehabilitation Act of 1973, and in particular, 24 CFR 8.4(b)(5), in selection of sites to participate in its project-based rental assistance program.

12. Notwithstanding the above, all project-based rental assistance will be provided in accordance with Section VII.A. above.

### **C. Demonstration Program on Project-Based Financing**

AHA, in consultation with HUD, is interested in exploring the conversion or substitution, as appropriate and feasible, of all or a portion of its public housing assisted units (regardless as to whether such units are AHA-owned or part of a mixed-income community owned by a third party) from public housing assistance under Section 9 of the 1937 Act to project-based rental assistance under Section 8 of the 1937 Act ("Project Based Financing Demonstration"). AHA and HUD shall cooperate to establish new protocols and documentation required to implement such conversions and/or substitutions.

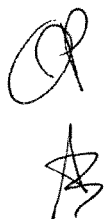
## **VIII. Administrative Issues**

### **A. AHA Annual MTW Plan and Annual MTW Report**

1. During the term of the Amended and Restated Agreement, in lieu of the five (5) year plan and Annual Plans required by Section 5A of the 1937 Act, as amended, AHA will prepare and will conduct its activities in accordance with an Annual MTW Plan and Annual MTW Report. The Annual MTW Plan will serve as a comprehensive framework for AHA's activities, including resource allocation decisions, and will be submitted to HUD for its review annually, no later than seventy-five (75) days prior to the start of AHA's fiscal year. The Annual MTW Plan shall be submitted to HUD with a board resolution approving the plan and certifying that a public hearing has been held regarding the plan. HUD will review the Annual MTW Plan for consistency with this Attachment D. The elements to be included in the Annual MTW Plan and the Annual MTW Report are as described in Legacy Attachment B. AHA's Annual MTW Plan shall be deemed approved and authorized by HUD if HUD has not objected to such plan within seventy-five (75) days of the Agency's submission of the Annual MTW Plan and HUD may object to the contents of the Annual MTW Plan only if (i) the information required in Legacy Attachment B is not provided or (ii) HUD specifically identifies how the Agency's planned MTW activities violate this Attachment D.

2. AHA will prepare an Annual MTW Report, including a Consolidated Financial Report describing the sources and uses of funds under this Attachment D, which will compare the Agency's performance with its Annual MTW Plan. The Annual MTW Report will provide the information necessary for HUD to assess AHA's performance, in both regular operations and in activities authorized by the MTW Demonstration Program. Except as otherwise provided in this Attachment D, the Annual MTW Report will take the place of all other conventional HUD performance measures. All HUD forms and other reporting mechanisms, including any required certifications, will, where appropriate, be included in either the Annual MTW Plan or the Annual MTW Report, and will not be submitted to HUD at other times during the year. However, HUD reserves the right to conduct independent physical inspections of AHA property and to require submission of any other information required by law or for sound administration of the program. The Annual MTW Report will be submitted to HUD for its review annually, no later than sixty (60) days after the end of AHA's fiscal year. AHA shall submit with the Annual MTW Report, a board resolution approving the Report. HUD will review the Annual MTW Report for consistency with the Annual MTW Plan. The Annual MTW Plan and Annual MTW Report will be submitted to HUD in a reasonable format to be specified by HUD.

3. The submission of AHA's Annual MTW Plan and Annual MTW Report will satisfy all financial reporting requirements applicable to the receipt of public housing operating subsidies and Capital funds and/or Housing Choice Voucher Program funds, subject to Legacy Attachment A and any future Appropriations requirements which may be enacted. Notwithstanding anything to the contrary in this Amended and Restated Agreement, including anything in the HUD Agreement Components, the requirements and components for all AHA Annual MTW Plans and Reports shall be as set forth on Legacy Attachment B. AHA will certify to HUD that all plans and reports prepared in accordance with

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Legacy Attachment B and submitted to HUD will meet the substantive information reporting requirements of the Paperwork Reduction Act for the MTW Demonstration Program and any applicable OMB Circular.

4. AHA will submit an annual audit that complies with the requirements of OMB Circular A-133 including any new MTW Catalog of Federal Domestic Assistance ("CFDA") compliance supplement. HUD hereby acknowledges that the 'single fund' approach is a material component of the MTW Demonstration Program and acknowledges the need to create a new MTW CFDA Compliance Supplement to streamline financial reporting, facilitate the year end audit process and to create more efficiency with respect to the administration of the MTW Demonstration Program.

5. AHA and HUD acknowledge and agree that HUD is pursuing changes to certain financial reporting requirements related to the MTW Demonstration Program. Therefore, notwithstanding anything in the Amended and Restated Agreement to the contrary, AHA shall not be required to submit an MTW FDS until such time as a new MTW CFDA compliance supplement and related reporting requirements for the MTW Demonstration Program have been authorized and finalized.

#### **B. Suspension of Current Evaluation and Reporting Requirements**

1. During the term of this Amended and Restated Agreement, AHA will certify its performance each year, as part of the MTW Annual Report, by measuring its performance against the benchmarks set forth in Legacy Attachment D and comparing the plans and objectives set forth in the Annual MTW Plan with AHA's actual performance as stated in the Annual MTW Report, in lieu of the Public Housing Assessment System (PHAS), or any successor system (including any system of management reviews on AHA owned or AHA mixed-use, mixed-income communities), and the Section 8 Management Assessment Program (SEMAP), or any successor system, and other program-based evaluation requirements. HUD may review AHA's certification of its performance.

2. Prior to the execution of the Amended and Restated Agreement, AHA was designated a "high performing agency." Since SEMAP and PHAS review procedures will not apply to AHA during the term of this Amended and Restated Agreement, as the same may be amended, restated and/or extended from time to time, AHA shall develop and submit a performance implementation protocol ("Performance Implementation Protocol") pursuant to which AHA shall measure and certify its performance against certain weighted metrics to determine whether AHA should be designated a "high performing agency." If AHA meets or exceeds the applicable standard, pursuant to the scoring methodology set forth in the Performance Implementation Protocol, AHA shall be deemed to be designated a "high performing agency" and AHA will be entitled to any and all incentives (including bonus points) that are available based upon scoring under, SEMAP, PHAS or any successor system for purposes of competing for or receiving HUD funds from any program, initiative, demonstration, pilot or other HUD funded activity. Notwithstanding the foregoing, AHA shall maintain its designation as a "high performing agency" until such time as HUD has approved the Performance Implementation Protocol described above, provided that AHA agrees it will forego the receipt of any Capital Fund Bonus associated with the 'high performing agency' designation until such time as the Performance Implementation Protocol has been approved by HUD. HUD agrees it will use its best efforts to approve such Performance Implementation Protocol as quickly as possible upon the submission of such protocol by AHA to HUD.

3. HUD and AHA acknowledge that the performance benchmarks set forth in Legacy Attachment D will continue through FY 2010 of AHA's participation in the MTW Demonstration Program. HUD and AHA will collaborate on a new Implementation Protocol for the performance benchmarks to be agreed upon by AHA and HUD. AHA will provide HUD with an internal management and performance review process as part of an Implementation Protocol in lieu of any HUD management review system or process.

#### **C. Simplification of the Development and Redevelopment Process**

1. AHA is authorized to develop and adopt reasonable policies and procedures that will allow local conditions to determine and control major development decisions as described below in this Subsection C, including but not limited to establishing reasonable cost formulas for development and redevelopment activities that will replace HUD's TDC limits in order to reflect local market place conditions for quality construction in it AHA's locality. AHA may choose to implement its development decisions, policies, procedures and strategies in conjunction or in partnership with



AHA Partners to: (i) develop innovative residential and/or retail opportunities; (ii) further AHA's neighborhood revitalization strategies; and/or (iii) further AHA's affordable housing strategies.

The regulatory requirements of 24 CFR Part 941 shall not apply to the implementation of the activities of AHA except for the provisions of 24 CFR 941.202, 24 CFR 941.207, 24 CFR 941.208, 24 CFR 941.209, 24 CFR 941.602(d), and 24 CFR 941.610(b) all as modified by the terms of this Attachment D; provided, however, that in determining the location of six or more newly constructed or substantially rehabilitated units or developments, the AHA is authorized to adopt the alternative Site and Neighborhood Standards set forth herein. AHA and HUD agree that AHA may certify to HUD that it has met HUD site selection requirements with respect to development and redevelopment activity and AHA is authorized to acquire sites without prior HUD approval, provided that AHA certifies that the HUD site selection requirements, as modified by this Attachment D, have been met. AHA agrees to use its HOPE VI funds for eligible HOPE VI activities and its MTW Funds for MTW Eligible Activities under this Attachment D. HUD and AHA agree to follow the terms and provisions of the Development Process Protocol, set forth in Legacy Attachment C. As stated in Section I, General Conditions, any authorizations and regulatory relief granted to AHA pursuant to this Attachment D will inure to the benefit of AHA Partners with respect to MTW Eligible Activities, and HUD hereby agrees to the amendment of any and all evidentiaries necessary to implement the least restrictive regulatory requirements allowable. A good cause justification for this waiver is included in Legacy Attachment G.

2. AHA is authorized to utilize a streamlined HUD review process for demolition and disposition applications, which will include a single point of contact at the Special Applications Center for review and to provide requested technical assistance and approve any demolition and disposition request. The Special Applications Center commits to providing a deficiency list to AHA within two (2) weeks of receipt of an application and further commits to responding to all subsequent submissions within ten (10) days from then on, provided that 1) the application is complete, 2) the application is part of an approved MTW plan and 3) an environmental review has been signed off on by the HUD field office.

3. To satisfy the closing, underwriting and diligence requirements of other development or acquisition transaction participants, HUD will, within three (3) business days of AHA's request, provide to AHA any reasonable documentation affirming the terms of this Attachment D, including confirmation of AHA's authority to close mixed-finance transactions during the term of the Amended and Restated Agreement, as same may be extended, without HUD's approval. HUD will agree to execute, after satisfactory legal review, such other documents as may be necessary to close mixed-finance or acquisition transactions, as provided above.

4. AHA is authorized, without further HUD approval, to establish low-income homeownership programs, such as a lease-to-own program, that are not limited by the existing Nehemiah and Section 32 program requirements, provided that any disposition of current public housing units must be approved in advance by HUD. Any disposition application will be submitted and processed in accordance with this Attachment D.

5. AHA is authorized to enter into commercial business ventures as part of its neighborhood revitalization or affordable housing strategies or other strategies designed to serve as catalysts for revitalization of public housing or surrounding communities.

#### **IX. Energy Performance Contracting**

A. AHA or its agents may, without prior HUD approval, enter into energy performance contracts (EPCs) with Energy Service Companies (ESCOs) and make local determinations of the terms and conditions of EPCs, including the debt service source, in order to satisfy reasonable financing requirements, provided that with respect to each contract (i) the term does not exceed twenty (20) years, (ii) at least 50% of the energy cost savings are used to pay financing and debt service costs, and (iii) AHA maintains adequate file documentation showing the basis for AHA's determination that debt service payments can be funded from the reasonably anticipated energy cost savings. AHA or its agents may also function as its own ESCo, provided that any financing complies with requirements (i) through (iii) of this paragraph. HUD will honor the terms and conditions of such contracts during and beyond the term of the applicable governing documents, as such documents may be amended, restated or extended.

B. AHA is authorized to use or pledge its reserves or other funds provided by HUD (for use during and after the term of the Amended and Restated Agreement, as same may be extended) for energy performance measures and/or to



guarantee the payment of debt service in the event that projected energy savings are not adequate to cover the debt service costs for an energy conservation project undertaken during the term of the Amended and Restated Agreement, as same may be extended.

C. HUD agrees to freeze AHA's utility consumption based on a three (3) year average rolling consumption base, for purposes of entering into EPCs, at such levels as may be identified by AHA in AHA's annual MTW Plan.

D. To satisfy financing requirements, HUD will provide to AHA any reasonable documentation affirming the terms of this Attachment D, including AHA's authority to enter into EPCs or function as its own ESCo and HUD's agreement to freeze AHA's utility consumption for purposes of calculating operating subsidy eligibility (based on a three (3) year average rolling consumption base at such levels as may be identified by AHA in AHA's Annual MTW Plan) during the term of the Amended and Restated Agreement, as same may be extended and continuing for the term of any contract or financial agreement, as provided above.

X. [Intentionally Deleted].

**XI. Simplification of Property Management Practices**

A. AHA may develop and adopt reasonable policies and procedures that will simplify, streamline and enhance the delivery of management and maintenance services to AHA owned and operated communities and other properties in which AHA has an direct or indirect interest (e.g., mixed-income, mixed-finance properties or properties receiving Section 8 project-based rental assistance) that will remain in effect throughout the term of the applicable governing documents, as such documents may be amended, restated or extended.

B. AHA is authorized to develop property and system inspection protocols and standards in lieu of the current or future HUD standards for its public housing, Housing Choice (tenant vouchers and project-based rental assistance) and Homeownership Programs. AHA will comply with all applicable city code regulations and any standard developed by AHA will, at a minimum, meet HQS.

C. AHA is authorized to develop and adopt a new form of management plan, administrative plan, Admissions and Continued Occupancy Plan, community rules, lease, addendum, amendment or any other related document for its public housing, Housing Choice (tenant vouchers and project-based rental assistance) or Homeownership Programs based on proven private management/private sector models; provided that no-cause evictions are not permitted and a simplified grievance process is retained, and provided that any such new form of document continues to comply with all civil rights laws and related requirements. Any new form of document incorporating material changes would be subject to the same community, resident and Board review process as the Annual MTW Plan.

D. AHA is authorized to develop its own energy auditing protocols and frequencies without regard to any HUD requirement regarding frequency, manner, type or method.

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**Schedule D-1**  
**Legacy Attachments**

- 1. Legacy Attachment C (Development Process Protocol)**
- 2. Legacy Attachment D (MTW Program Benchmarks and MTW Program Benchmark Definitions)**
- 3. Legacy Attachment G (Good Cause Justification for Waiver of Sections of 24 CFR 941)**

**Attachment D**

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Schedule D-1

Legacy Attachment C (Development Process Protocol)

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**Attachment C**  
**Development Process Protocol**

**1. Points of Contact**

AHA and HUD have identified Eugene Geritz to serve as the HUD point of contact for AHA to facilitate and provide assistance for all real estate development related activities and transactions, including, without limitation, all mixed-finance development transactions, homeownership plans and transactions, acquisition plans and transactions and related HOPE VI reviews. AHA and HUD have further identified Dhoya Bentley in the Atlanta Regional office of HUD to serve as the primary legal contact for all such activities and transactions. In the event that Mr. Geritz or Ms. Bentley is no longer available to serve in this capacity, AHA and HUD will identify a replacement point of contact.

**2. Site Acquisition**

AHA is authorized to acquire sites without further HUD approval; provided, however, that AHA acknowledges and agrees that (i) the land proposed for acquisition be used for an eligible purpose under either HOPE VI or MTW and (ii) any land acquired using MTW or HOPE VI funds be placed under a Declaration of Trust, as appropriate. Plans for such acquisitions will be included in the Annual MTW Plan as may be amended, and evidence of the consummation thereof is included in the next Annual MTW Report. In lieu of an acquisition proposal, AHA will provide the following documentation solely for informational purposes:

- a. For information purposes, no later than 30 days prior to the acquisition, AHA will provide HUD with a summary memo ("Acquisition Summary Memo") detailing the acquisition plan, including the amount of land to be acquired, a description of the site(s), the final budget and sources and uses, the participants, and a description of the proposed development for which the land is being acquired. AHA will also be responsible for conducting due diligence in connection with the acquisition, including, but not limited to obtaining environmental reports. AHA will share the results of its due diligence with HUD upon request when the Acquisition Post-Closing Memo is transmitted to HUD. AHA acknowledges and agrees that a Part 50 or Part 58 Environmental Review must be completed before HUD can release funds. HUD will insure that the requested funds are set up in LOCCS within 2 business days of faxing a written request to Mr. Geritz.
- b. No later than 10 business days following the acquisition, AHA will provide HUD with a memo updating all material changes to the Acquisition Summary Memo (the "Acquisition Post-Closing Memo").

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### 3. Mixed Finance Transactions

AHA is authorized to close mixed-finance transactions without further HUD approval. Plans for such closings will be included in the Annual MTW Plan and evidence of the consummation thereof is included in the next Annual MTW Report. In lieu of the development proposal and rental term sheet, AHA will provide the following documentation solely for informational purposes:

- a. For information purposes, no later than 30 business days prior to the proposed closing of the mixed-finance transaction, AHA will provide HUD a transaction summary memo (the "Transaction Summary Memo") to HUD. The Transaction Summary Memo will include a brief narrative which will describe (i) the proposed development, including type of units, number of units and unit mix, (ii) the surrounding neighborhood and other ongoing or planned revitalization activity in the area, (iii) the development project participants, including financing participants, their role and the type and amount of financing to be provided such participants and (iv) a final budget and sources and uses. AHA will also be responsible for conducting due diligence in connection with the mixed-finance transaction. AHA will share the results of its due diligence with HUD upon request when the Mixed-Finance Post-Closing Memo is transmitted to HUD. AHA acknowledges and agrees that a Part 50 or Part 58 Environmental Review must be completed before HUD can release funds. HUD will insure that the requested funds are set up in LOCCS within 2 business days of faxing a written request to Mr. Geritz.
- b. No later than 10 business days following the closing, AHA will provide HUD with a memo updating all material changes to the Transaction Summary Memo (the "Mixed Finance Post-Closing Memo").
- c. In connection with each closing, AHA shall prepare and deliver to HUD, and HUD and AHA shall execute a Mixed-Finance Amendment to the Consolidated Annual Contribution Contracts. AHA will also prepare and execute a certificate regarding certain compliance requirements. HUD and AHA will agree upon the form, which will become Exhibit 1 to the MTW Agreement
- d. AHA will submit a copy of all evidentiaries associated with the closing described in the Transaction Summary Memo no later than 30 business days following the closing.

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4. **Model Documents**

AHA will identify and submit to HUD's points of contact for AHA, a model set of regulatory and loan agreements that incorporate HUD's critical statutory and policy requirements for affordability and operations, based on evidentiary documents which have been used by AHA and approved by HUD in one or more prior closings. HUD agrees that these documents may be used as a model in subsequent project financing efforts and may be modified to reflect the terms and provisions of specific transactions and that no further approval of the documents will be required.

5. **Other Documentation**

AHA and HUD acknowledge that HUD may, from time to time, request other information in connection with AHA's development and revitalization activities. AHA agrees to cooperate with HUD to provide the information requested; however, both AHA and HUD agree that such information shall be provided for review only and not for approval.

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Schedule D-1

Legacy Attachment D (MTW Program Benchmarks and  
MTW Program Benchmark Definitions)

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**Attachment D**  
**MTW Program Benchmarks**

Measure/Program	Benchmark	2017	2018	2019	2020	2021	2022	2023
<b>Public Housing Program</b>								
▪ % Rents Uncollected	2%	≤ 2%	≤ 2%	≤ 2%	≤ 2%	≤ 2%	≤ 2%	≤ 2%
▪ Occupancy Rate	98%	≥ 98%	≥ 98%	≥ 98%	≥ 98%	≥ 98%	≥ 98%	≥ 98%
▪ Emergency Work Orders Completed or Abated in <24 Hours	99%	≥ 99%	≥ 99%	≥ 99%	≥ 99%	≥ 99%	≥ 99%	≥ 99%
▪ Routine Work Orders Completed in < 30 Days	5 Days	100%	100%	100%	100%	100%	100%	100%
▪ % Planned Inspections Completed	100%	100%	100%	100%	100%	100%	100%	100%
<b>Housing Choice Program (Section 8)</b>								
▪ Budget Utilization Rate	98%	≥ 98%	≥ 98%	≥ 98%	≥ 98%	≥ 98%	≥ 98%	≥ 98%
▪ % Planned Annual Inspections Completed	98%	≥ 98%	≥ 98%	≥ 98%	≥ 98%	≥ 98%	≥ 98%	≥ 98%
▪ Quality Control Inspections	≥ 1.4%	≥ 1.4%	≥ 1.4%	≥ 1.4%	≥ 1.4%	≥ 1.4%	≥ 1.4%	≥ 1.4%
<b>Community and Supportive Services</b>								
Resident Homeownership	6	35	35	70	85	100	110	120
Resident Workforce Participation	6415	6715	7015	7415	7615	7815	8015	8315
<b>Finance</b>								
▪ Project Based Financing Closings	N/A	1	2	3	3	3	3	3

## MTW Program Benchmark Definitions

<b>Public Housing Program</b>	
▪ % Rents Uncollected	Annual percentage of rents that are uncollected.
▪ Occupancy Rate	Annual physical occupancy rate.
▪ Emergency Work Orders Completed or Abated in <24 Hours	Percentage of emergency work orders that will be completed or abated in less than 24 hours.
▪ Routine Work Orders Completed in < 30 Days	Percentage of routine work orders that will be completed in less than 30 days.
▪ % Planned Inspections Completed	Percentage of all units inspected and common areas.
<b>Housing Choice Program (Section 8)</b>	
▪ Budget Utilization Rate	Annual percentage of Housing Choice Budget authority spent on housing assistance payments and administration.
▪ Success Rates (Lease-Up)	Annual percentage of families issued vouchers in that year who actually lease units.
▪ % Planned Annual Inspections Completed	Annual percentage of occupied units inspected.
▪ Quality Control Inspections	Annual percentage of previously inspected units (initial or renewal inspection) that will be inspected again for quality control purposes.
<b>Community and Supportive Services</b>	
Resident Homeownership	Annual number of Public Housing or Housing Choice residents who close on purchasing a home
Resident Workforce Participation	Annual number of Public Housing or Housing Choice heads of households (excluding elderly and disabled) who are in the workforce.
<b>Finance</b>	
▪ Project Based Financing Closings	Annual number of properties refinanced using project based financing demonstration principles.

\*"Public Housing Program" is defined to include AHA's conventional public housing communities and the public housing components of AHA sponsored mixed-income communities.

Schedule D-1

Legacy Attachment G (Good Cause Justification for  
Waiver of Section 24 CFR 941)

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**AHA MTW Agreement**  
**Attachment G**  
**Good Cause Justification for Waiver of Sections of 24 CFR 941**

Good Cause Justification for the waiver of 24 CFR Part 941, except for certain provisions (24 CFR 941.202, 24 CFR 941.207, 24 CFR 941.208, 24 CFR 941.209, 24 CFR 941.602(d) and 24 CFR 941.610(b), as outlined in Section VII.C the Moving to Work (MTW) Agreement.

**Increased Flexibility.** First, this waiver will provide AHA maximum flexibility in the formation and implementation of its development policies, procedures and strategies. AHA intends to use this flexibility to identify additional innovative ways to deliver the affordable housing resource in a market rate, mixed-income context for the benefit of AHA's residents and the City of Atlanta. During the MTW demonstration period, AHA intends to evaluate the viability of each of its communities and determine how to reposition those properties to increase the quality of both the housing provided and the surrounding community. The results of the evaluation will likely require AHA to undertake additional community revitalization activities. AHA intends to explore new financing structures, including structures incorporating project based financing principles, to support this additional activity. The regulatory flexibility provided by this waiver will be a significant component in structuring and implementing any new model.

**Local Market Dynamics.** The waiver will allow AHA to make key development decisions, e.g., decisions regarding development cost limits, design and unit size guidelines and unit amenity guidelines, which will reflect local market dynamics. This will ensure that AHA is providing an affordable housing product that is sensitive to Atlanta market principles, so that the new communities will be market-competitive.

**Increased Efficiencies and Reduction in Costs.** A significant amount of time and effort is needed to gather and prepare the documentation needed to obtain HUD approval of development proposals and to negotiate the various agreements needed to reflect the transaction. While, we understand that HUD may need to provide greater oversight and monitoring with respect to less experienced public housing agencies, AHA has a proven track record of closing 23 mixed-income, mixed-finance transactions since 1996. Moreover, because the layered nature of the financing involves many private sector financing participants, HUD can be assured that the transactions are given due attention and are carefully underwritten using market driven principles to support viability and sustainability. In light of the private sector focus and AHA's experience level, the more streamlined submission and approval process identified in the MTW Agreement will reduce costs associated with the transaction and expedite the delivery of affordable housing, enabling AHA to meet required deadlines, subject to market conditions. This streamlined approach will also be more consistent with the transaction environment and context created by private sector driven timetables.

**Increased Incentive for Private Sector Participation.** The waiver and the implementation of the streamlined process will incent more private sector partners, including developers, lenders and investors, to consider partnering with AHA. The resulting simplification will serve to attract new participants who otherwise would not have considered mixed-income, mixed-finance transactions as viable business opportunities.



Attachment E

AMENDED AND RESTATED MOVING TO WORK AGREEMENT  
BETWEEN  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
AND  
ATLANTA HOUSING AUTHORITY

Implementation Protocols

A handwritten signature in black ink, consisting of a stylized 'A' with a large loop on the left and a horizontal line extending to the right.

**ATTACHMENT E**  
**TO AMENDED AND RESTATED MOVING TO WORK AGREEMENT BETWEEN**  
**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**AND ATLANTA HOUSING AUTHORITY**

**IMPLEMENTATION PROTOCOLS**

During the initial term of AHA's MTW Agreement, AHA developed and memorialized, in collaboration with HUD, additional implementation guidance ("Implementation Protocols") related to the authorizations set forth in AHA's Legacy and Community Specific Authorizations as set forth in Attachment D. The Implementation Protocols provide additional implementation guidance and clarify certain requirements, procedures and methodologies related to AHA's operation as an MTW Agency. The following Implementation Protocols have been approved by HUD and are incorporated in this Restated Agreement by this reference.

***HUD Approved MTW Implementation Protocols***

- ACC Waiver, as approved by HUD on April 27, 2004 and May 7, 2004.
- Alternate Resident Survey, as approved by HUD on February 4, 2005.
- Fee for Service Methodology, as approved by HUD on September 23, 2005.
- Identity of Interest, as approved by HUD on July 1, 2006.
- MTW Mixed-Finance Closing Procedures, as approved by HUD on February 9, 2005.
- Program Flexibility for Special Purpose Vouchers, as approved by HUD on July 1, 2006.
- Revision of MTW Benchmarks, as approved by HUD on July 1, 2006.
- Use of MTW Funds, as approved by HUD on June 30, 2006.

AHA will use sound business judgment and discretion as to when to develop and submit new Implementation Protocols and will work with HUD collaboratively to have such protocols approved. To the extent additional Implementation Protocols are submitted by AHA to HUD after the execution of this Restated Agreement and are in effect or approved by HUD (regardless as to whether the protocol is approved as part of HUD's MTW Plan review process or the protocol is approved by HUD outside of any MTW Plan review), such protocols, once in effect or approved, shall be deemed to be incorporated in this Restated Agreement as part of this Attachment E, with the same standing as the other HUD – approved Implementation Protocols listed in this Attachment E, without any further action by AHA or HUD. HUD and AHA agree that time is of the essence with respect to the Implementation Protocols and HUD and AHA agree to work collaboratively so that the Implementation Protocols submitted to HUD may be approved by HUD no later than sixty (60) days from submission. A list of Implementation Protocols submitted for approval as of the date of the execution of this Restated Agreement is set forth below.

***Submitted MTW Implementation Protocols***

- Designation of Senior and Disabled Public Housing Developments, as submitted to HUD on November 13, 2007.
- HOPE VI and Other HUD-Funded Master Planned on and off-site Developments Site and Neighborhood Standards, as submitted to HUD on November 13, 2007.
- Replacement Housing Factor - Obligation and Expenditure, as submitted to HUD on November 13, 2007.
- Project Based Rental Assistance Developer Selection Criteria, as submitted to HUD on November 13, 2007.
- HUD Funding Availability, as submitted to HUD on November 13, 2007.
- Disposition of Public Housing Operating Subsidy in AHA-Sponsored Mixed-Finance Communities Protocol, as submitted to HUD on May 6, 2008.
- Disposition of Public Housing Operating Subsidy in AHA-Owned Affordable Communities Protocol, as submitted to HUD on May 6, 2008.

Handwritten signature and initials in the bottom right corner of the page.

## SECRETARY'S CERTIFICATE

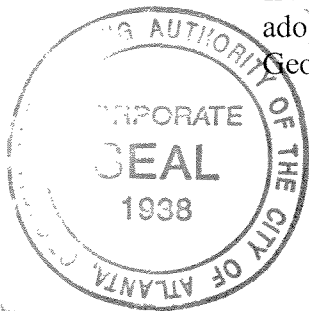
**I, RENÉE LEWIS GLOVER, DO HEREBY CERTIFY** that:

1. I am the presently appointed and qualified Secretary of the Board of Commissioners (the "Board") of The Housing Authority of the City of Atlanta, Georgia ("AHA"). In such capacity, I am custodian of its records and I am familiar with its organization, membership and activities.
2. Attached hereto as Exhibit 1 is a true and correct copy of the resolution authorizing AHA to enter into an Amended and Restated Moving to Work Agreement with the United States Department of Housing and Urban Development, and other related matters ("Resolution").
3. The public review and public hearing requirements applicable to the Moving to Work Demonstration program, as stated in the AHA Moving to Work Demonstration Agreement having the effective date of July 1, 2003, have been met.
4. The following Board members were present for its Regular Meeting on September 3, 2008 (the "Meeting"):


Elder James Brown, Vice Chair  
Justine Boyd  
Aaron Watson  
Margarette Paulyne Morgan White

5. At the Meeting, the Resolution was presented to the Board and the Board unanimously adopted and approved the Resolution attached hereto as Exhibit 1.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the duly adopted official seal of The Housing Authority of the City of Atlanta, Georgia this 11 day of November, 2008.



**SEAL**



**RENÉE LEWIS GLOVER,**  
Secretary



**EXHIBIT 1**  
**RESOLUTION ADOPTED AT THE REGULAR MEETING**  
**OF THE BOARD OF COMMISSIONERS HELD ON**  
**WEDNESDAY, SEPTEMBER 3, 2008**

---

**RESOLUTION**

**WHEREAS**, in 1996, the United States Congress authorized the Secretary of the United States Department of Housing and Urban Development (HUD) to provide broad statutory and regulatory waivers to as many as 30 housing authorities in order to design and test innovative approaches and strategies to meet the affordable housing needs of low-income families in their local communities in a more efficient and cost effective manner;

**WHEREAS**, this program was named “Moving to Work” (MTW);

**WHEREAS**, AHA was selected by HUD to participate in the MTW program in January 2001, and AHA executed its MTW Agreement with HUD effective July 1, 2003 for an initial seven year term through June 30, 2010, unless otherwise extended;

**WHEREAS**, on December 20, 2007, HUD submitted to all MTW agencies a HUD Standard Amended and Restated MTW Agreement, the intent of which was to attempt to standardize the basic terms and conditions of all MTW agreements;

**WHEREAS**, during negotiations of the proposed HUD Standard Amended and Restated MTW Agreement, AHA requested and HUD assured AHA that it would not lose any of the authorizations, rights or benefits available to AHA under its current MTW Agreement if AHA signed the new agreement;

**WHEREAS**, in order to preserve the authorizations, rights and benefits that AHA has under its current MTW Agreement, HUD has agreed to execute a First Amendment to the HUD Standard Amended and Restated MTW Agreement and incorporate certain additional legacy documents which set forth current authorizations and processes, including the Calculation of Subsidies attachment to its current MTW Agreement, AHA’s current Annual MTW Plan and Report elements which were previously approved by HUD, the authorizations set forth in its current MTW Agreement in the Statement of Authorizations, and the implementation protocols established by AHA under its current MTW Agreement;

**WHEREAS**, AHA’s Amended and Restated MTW Agreement will include the HUD Standard Amended and Restated MTW Agreement, the First Amendment and all of the incorporated legacy documents setting forth current authorizations and processes;

**WHEREAS**, in accordance with HUD's requirements, the latest draft of the AHA Amended and Restated MTW Agreement was made available for a properly advertised and noticed public review period from July 18, 2008 through August 19, 2008 and a properly advertised and noticed public hearing conducted by Commissioner James Brown, on behalf of AHA's Board of Commissioners, on August 19, 2008;

**WHEREAS**, AHA conducted an inclusive and comprehensive review and comment process involving AHA's Board of Commissioners, AHA's senior management team, resident association presidents, AHA advisory and service provider groups, public housing assisted residents, Housing Choice participants, AHA employees, private property management companies, the Georgia Law Center for the Homeless, Atlanta Legal Aid, local political and government officials and other members of the public;

**WHEREAS**, comments and suggestions were made at those various meetings, all of which were considered by AHA; and

**WHEREAS**, AHA is now requesting the Board of Commissioners to approve the latest draft of AHA's Amended and Restated MTW Agreement and authorize the President and Chief Executive Officer of AHA to finalize the negotiations with HUD and execute and submit to HUD its Amended and Restated MTW Agreement, highlights of which are provided in Exhibit EO-1-A.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA, THAT:**

1. The latest draft of the Amended and Restated MTW Agreement as described in Exhibit EO-1 attached hereto and incorporated herein by this reference is hereby approved.
2. The President and Chief Executive Officer is hereby authorized to negotiate with United States Department of Housing and Urban Development (HUD) regarding any portion of AHA's Amended and Restated MTW Agreement without further vote or approval of this Board.
3. The President and Chief Executive Officer is authorized to execute, deliver and submit AHA's Amended and Restated MTW Agreement and such other required documents, certifications or forms to HUD with such changes, additions, corrections or amendments as she shall deem necessary or appropriate or as may be required by HUD without further vote or approval of this Board.
4. The Chair of the Board of Commissioners and the President and Chief Executive Officer are hereby authorized to execute any required documents, certifications or HUD forms related to the approval and filing of AHA's Amended and Restated MTW Agreement without further vote or approval of this Board.
5. The President and Chief Executive Officer is hereby authorized to implement authorizations set forth in AHA's Amended and Restated MTW Agreement.
6. The President and Chief Executive Officer is hereby authorized to carry out other actions relating to the Amended and Restated MTW Agreement all without the further vote or approval of this Board.

## EXHIBIT EO-1-A

### HIGHLIGHTS OF THE AHA AMENDED AND RESTATED MOVING TO WORK AGREEMENT

#### Components of the AHA Amended and Restated MTW Agreement

- **HUD Standard Amended and Restated MTW Agreement** - HUD's standard agreement for all MTW Agencies
- **First Amendment** – Addresses conflicting provisions between the HUD Standard Amended and Restated MTW Agreement and AHA's current MTW Agreement with its Legacy attachments. "Legacy attachments" refers to attachments to AHA's current MTW Agreement with the same designation (for example, "Legacy Attachment A" shall mean Attachment A to AHA's current MTW Agreement) as such attachment has been modified by any Implementation Protocol or Annual MTW Plan submission.
- **Legacy Attachment A** – Calculation of Subsidies - Sets forth how funding sources are calculated
- **Legacy Attachment B** – Identifies required elements for AHA's Annual MTW Plans and Annual MTW Reports
- **Attachment D** – Continues authorizations granted in AHA's current MTW Agreement
- **Attachment E** – Implementation Protocols – Articulates procedures for implementing MTW activities

#### Revised Terms

1. **Term** - The proposed AHA Amended and Restated MTW Agreement extends the term of AHA's current MTW Agreement until June 30, 2018, which is 8 years longer than the term in the current MTW Agreement.
2. **Ten Year Extensions** - AHA has proposed a mechanism for HUD to grant AHA ten year extensions after the initial term of the AHA Amended and Restated MTW Agreement if AHA's MTW program is successful and HUD determines that further extensions are warranted.
3. **Performance Implementation Protocol** – Under the proposed AHA Amended and Restated MTW Agreement, AHA no longer automatically maintains its designation as a high performing agency throughout the entire term of the agreement. However, AHA is working with HUD to establish a Performance Implementation Protocol whereby AHA will be deemed a high performing agency and will maintain such status if AHA meets or exceeds the standards of the protocol. AHA will maintain its high performing agency designation until HUD approves the Performance Implementation Protocol, but will forego any capital fund bonuses until such protocol is finalized.
4. **Default Remedies** - HUD has included language regarding additional remedies (including receivership) for default by participating MTW agencies; however, the proposed AHA Amended and Restated MTW Agreement will provide that HUD must comply with all procedural due process requirements prior to the exercise of default remedies.
5. **Asset Management** – AHA is permitted to design its own Asset Management program which must be described in its MTW Annual Plan. The Asset Management program must comply with OMB Circular A-87 with respect to cost accounting.
6. **Financial Reporting** – HUD included language that requires AHA to report programmatic and financial information through HUD systems. The most significant change will require AHA to provide financial information through HUD's Financial Data Schedule once it has been revised to accommodate the Asset Management program for MTW Agencies.
7. **PBRA Procurement** - AHA is modifying the award of project-based rental assistance on a non-competitive basis to projects which meet an expanded definition of AHA sponsorship to align with AHA sponsored changes in the Georgia statute. The new criteria are as follows: 1) AHA ownership of a direct or indirect interest in the project; 2) AHA ownership of the land on which the project is being built; or 3) AHA financing for both the construction/development and operation of the project.

## SECOND AMENDMENT TO THE MOVING TO WORK AGREEMENT

This Second Amendment to the Moving to Work Agreement ("Second Amendment") is entered into by and between the United States of America through the U.S. Department of Housing and Urban Development ("HUD") and The Housing Authority of the City of Atlanta, Georgia ("AHA") and is effective as of January 16, 2009. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings ascribed to them in the Restated Agreement (defined below).

### BACKGROUND

AHA and HUD are parties to that certain Amended and Restated Moving To Work Agreement, executed November 13, 2008 (the "Restated Agreement"). Section V.A.7 of Attachment D of the Restated Agreement provides, in part, that AHA will suspend new investments of MTW Funds in real estate developments owned by private entities or other third parties which are the subject of the "Use of MTW Funds" Implementation Protocol listed in Attachment E, until the earlier of (i) the date on which HUD communicates to AHA that the reliance upon the "Use of MTW Funds" Implementation Protocol is reauthorized or (ii) the date that AHA and HUD enter into an amendment to this Amended and Restated Agreement which clarifies the use of MTW Funds. The purpose of this Second Amendment is to reinstate AHA's ability to invest MTW Funds in real estate transactions pursuant to its "Use of MTW Funds" Implementation Protocol and to reaffirm that AHA's MTW Funds may be used for MTW Eligible Activities, as defined in the Restated Agreement.

### AGREEMENT

1. **Definitions and Components of AHA's Restated Agreement.** The term "AHA Agreement Components" shall include this Second Amendment, and this Second Amendment shall be deemed a part of AHA's Restated Agreement.
2. **Use of MTW Funds.** AHA and HUD acknowledge that Section 204(a) of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (Pub. L. 104-134) provides that an agency participating in the MTW demonstration program may combine public housing operating and capital funds provided under Section 9 of the U.S. Housing Act of 1937 (the "1937 Act") and voucher program funds provided under Section 8 of the 1937 Act "to provide housing assistance for low-income families, as defined in section 3(b)(2) of the [1937 Act], and services to facilitate the transition to work on such terms and conditions as AHA may propose and the Secretary may approve."

AHA and HUD further acknowledge that the terms of the agreement under which AHA participated in the MTW demonstration program prior to the Amended and Restated MTW Agreement (the "Original MTW Agreement") did not state that the use of such combined public housing operating and capital funds and voucher program funds (collectively, "MTW Funds") was restricted to those uses specified in Sections 8 and 9 of the 1937 Act.



AHA and HUD hereby agree that they do not intend for the Restated Agreement to limit or restrict the authority to use MTW Funds as provided by the Original MTW Agreement, that notwithstanding any language to the contrary, those provisions in the Restated Agreement or its attachments that restrict the use of funds to Sections 8 and 9 are repealed, and AHA may use MTW Funds to provide housing assistance for low-income families, as defined in section 3(b)(2) of the 1937 Act, and services to facilitate the transition to work, whether or not any such use is authorized by Sections 8 or 9 of the 1937 Act, provided such uses are consistent with other requirements of the MTW statute as set forth at Section 204 of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (Pub. L. 104-134, 110 Stat. 1321-281 through 284) [i.e., including but not limited to the requirements to maintain a comparable mix of families and serve substantially the same number of families as would have been assisted if AHA were not in the MTW demonstration, assuring that housing assisted under the demonstration meets housing quality standards established or approved by the Secretary, that at least 75 percent of the families assisted be very low income families, that AHA has established a reasonable rent policy that is designed to encourage employment and self-sufficiency by participating families, that the requirements of sections 12 of the 1937 Act are applied to any housing assisted under the demonstration other than housing assisted solely because of occupancy by families receiving tenant-based assistance, and that Section 18 of the 1937 Act shall continue to apply to public housing notwithstanding the use of the housing under the demonstration] and such uses, if outside of Section 8 or Section 9 of the 1937 Act or Attachments D and E of the Restated Agreement, have been proposed in AHA's Annual MTW Plan and approved by HUD.

Notwithstanding the above and subject to Attachments D and E of the Restated Agreement, such funds remain Federal funds, and are subject to any and all other Federal requirements outside of the 1937 Act (e.g., including but not limited to Appropriations Acts, competitive HUD notices of funding availability under which the Agency has received an award, state and local laws, Federal statutes other than the 1937 Act, and OMB Circulars and requirements), as modified from time to time.

3. **Reinstatement of "Use of MTW Funds" Implementation Protocol.** HUD hereby agrees that AHA is authorized to rely upon and to invest in real estate transactions using MTW Funds in accordance with AHA's "Use of MTW Funds" Implementation Protocol. Notwithstanding anything herein to the contrary, HUD further reaffirms that AHA is authorized to use its MTW Funds for MTW Eligible Activities as described in the Restated Agreement.
4. **Certification and Concurrence.** AHA hereby certifies to HUD that the initial public hearing and consultation process for Restated Agreement contemplated the "Use of MTW Funds" Implementation Protocol and that the authorized representative of AHA has obtained all necessary AHA board approval to execute this Second Amendment. AHA and HUD further acknowledge and agree that the reinstatement of the "Use of MTW Funds" Implementation Protocol is contemplated as part of the Restated

Agreement. HUD concurs that no further public hearing or consultation is needed with respect to this Second Amendment.

5. **Status of Restated Agreement.** Except as modified in this Second Amendment, the Restated Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives.

THE HOUSING AUTHORITY OF THE  
CITY OF ATLANTA, GEORGIA

By: [Signature]

Its: President and CEO

Date: 1/12/2009

UNITED STATES DEPARTMENT OF  
HOUSING AND URBAN DEVELOPMENT

By: [Signature: Paula D. Blum]

Its: GOAS / OPIH

Date: 1/16/2009





January 27, 2010

Ms. Dominique Blom  
Deputy Assistant Secretary  
Office of Public Housing Investment  
HUD Department of Housing and Urban Development  
451 7th Street, S.W., Room 4138  
Washington, D.C. 20410

Re: The Housing Authority of the City of Atlanta, Georgia ("AHA") – Moving to Work ("MTW") Demonstration Program

Dear Dominique:

As you are aware, AHA and the U.S. Department of Housing and Urban Development ("HUD") are party to that certain Amended and Restated Moving to Work Agreement, effective as of November 13, 2008, as further amended by that certain Second Amendment to the Moving to Work Agreement, effective as of January 16, 2009 (the "MTW Agreement"). The purpose of this letter is to clarify our mutual understanding regarding an administrative requirement related to the Annual MTW Report.

The HUD Standard Agreement requires a participating MTW agency to submit its Annual MTW Report no later than ninety (90) days after the end of the agency's fiscal year. However, Attachment D (Legacy and Community Specific Authorizations) of AHA's MTW Agreement requires AHA to submit its Annual MTW Report no later than sixty (60) days after AHA's fiscal year.

AHA would like to adjust its reporting deadline to be consistent with the requirement set forth in the HUD Standard Agreement. We view the reporting deadline in AHA's Attachment D to be a scrivener's error, as the topic was not a primary issue raised by HUD during the MTW Agreement negotiations. Moreover, we believe that permitting AHA to submit its Annual MTW Report no later than 90 days after AHA's fiscal year will not disadvantage HUD in any way. We, therefore, consider our request to submit AHA's MTW Annual Report no later than ninety (90) days to be purely administrative in nature.

Ms. Dominique Blom  
January 27, 2010  
Page 2 of 2

If this clarification is satisfactory to HUD, please sign below where indicated. If you have any additional questions about this request, please contact Adrienne Walker at 404-817-7434.

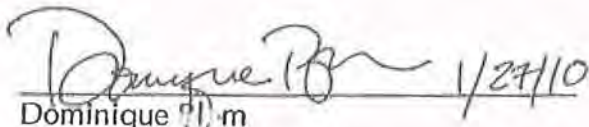
Sincerely,



Reggie Lewis Glover  
President and Chief Executive Officer

RLG/cg

ACKNOWLEDGED AND AGREED TO:



Dominique Blom  
Deputy Assistant Secretary  
U.S. Department of Housing and Urban Development





U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

March 26, 2009

TO: Renee Glover, CEO, Atlanta Housing Authority  
FROM: Ivan Pour, Moving to Work Demonstration Program  
SUBJECT: Correction to Atlanta's Agreement

A handwritten signature in dark ink, appearing to read "Renee Glover", written over the "FROM:" line of the memo.

Enclosed please find our signed copy of Atlanta's MTW Agreement, which includes the initialing of the scrivener's error.



11. AHA shall ensure that all newly constructed housing which will receive project-based rental assistance complies with the design and construction requirements of the Fair Housing Act and Section 504's accessibility requirements at 24 CFR 8.22. All rehabilitated housing participating in AHA's project-based rental assistance program shall comply with either 24 CFR 8.23(a) or 24 CFR 8.23(b), depending upon the extent of the alterations. AHA shall also ensure that it complies with Title VI of the Civil Rights Act and Section 504 of the Rehabilitation Act of 1973, and in particular, 24 CFR 8.4(b)(5), in selection of sites to participate in its project-based rental assistance program.

12. Notwithstanding the above, all project-based rental assistance will be provided in accordance with Section VII.A. above.

### C. Demonstration Program on Project-Based Financing

AHA, in consultation with HUD, is interested in exploring the conversion or substitution, as appropriate and feasible, of all or a portion of its public housing assisted units (regardless as to whether such units are AHA-owned or part of a mixed-income community owned by a third party) from public housing assistance under Section 9 of the 1937 Act to project-based rental assistance under Section 8 of the 1937 Act ("Project Based Financing Demonstration"). AHA and HUD shall cooperate to establish new protocols and documentation required to implement such conversions and/or substitutions.

## VIII. Administrative Issues

### A. AHA Annual MTW Plan and Annual MTW Report

1. During the term of the Amended and Restated Agreement, in lieu of the five (5) year plan and Annual Plans required by Section 5A of the 1937 Act, as amended, AHA will prepare and will conduct its activities in accordance with an Annual MTW Plan and Annual MTW Report. The Annual MTW Plan will serve as a comprehensive framework for AHA's activities, including resource allocation decisions, and will be submitted to HUD for its review annually, no later than seventy-five (75) days prior to the start of AHA's fiscal year. The Annual MTW Plan shall be submitted to HUD with a board resolution approving the plan and certifying that a public hearing has been held regarding the plan. HUD will review the Annual MTW Plan for consistency with this Attachment D. The elements to be included in the Annual MTW Plan and the Annual MTW Report are as described in Legacy Attachment B. AHA's Annual MTW Plan shall be deemed approved and authorized by HUD if HUD has not objected to such plan within seventy-five (75) days of the Agency's submission of the Annual MTW Plan and HUD may object to the contents of the Annual MTW Plan only if (i) the information required in Legacy Attachment B is not provided or (ii) HUD specifically identifies how the Agency's planned MTW activities violate this Attachment D.

2. AHA will prepare an Annual MTW Report, including a Consolidated Financial Report describing the sources and uses of funds under this Attachment D, which will compare the Agency's performance with its Annual MTW Plan. The Annual MTW Report will provide the information necessary for HUD to assess AHA's performance, in both regular operations and in activities authorized by the MTW Demonstration Program. Except as otherwise provided in this Attachment D, the Annual MTW Report will take the place of all other conventional HUD performance measures. All HUD forms and other reporting mechanisms, including any required certifications, will, where appropriate, be included in either the Annual MTW Plan or the Annual MTW Report, and will not be submitted to HUD at other times during the year. However, HUD reserves the right to conduct independent physical inspections of AHA property and to require submission of any other information required by law or for sound administration of the program. The Annual MTW Report will be submitted to HUD for its review annually, no later than ~~sixty (60)~~ <sup>NINETY (90)</sup> days after the end of AHA's fiscal year. AHA shall submit with the Annual MTW Report, a board resolution approving the Report. HUD will review the Annual MTW Report for consistency with the Annual MTW Plan. The Annual MTW Plan and Annual MTW Report will be submitted to HUD in a reasonable format to be specified by HUD. 3/22/10 3/30/10

3. The submission of AHA's Annual MTW Plan and Annual MTW Report will satisfy all financial reporting requirements applicable to the receipt of public housing operating subsidies and Capital funds and/or Housing Choice Voucher Program funds, subject to Legacy Attachment A and any future Appropriations requirements which may be enacted. Notwithstanding anything to the contrary in this Amended and Restated Agreement, including anything in the HUD Agreement Components, the requirements and components for all AHA Annual MTW Plans and Reports shall be as set forth on Legacy Attachment B. AHA will certify to HUD that all plans and reports prepared in accordance with



**THIRD AMENDMENT  
TO  
MOVING TO WORK (MTW) AGREEMENT  
BETWEEN  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
AND  
HOUSING AUTHORITY OF THE CITY OF ATLANTA  
AMENDING ATTACHMENT A (CALCULATION OF SUBSIDIES) FOR  
THE RENTAL ASSISTANCE DEMONSTRATION (RAD)**

This Third Amendment to the Moving to Work (“MTW”) Agreement (“Agreement”) is entered into by and between the United States of America through the U.S. Department of Housing and Urban Development (“HUD”) and the Housing Authority of the City of Atlanta (“Agency”) and is effective on the date of execution by HUD. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings ascribed to them in the Agreement.

As a result of the Agency’s participation in the RAD demonstration, the Agency’s “Legacy Attachment A” (“Attachment A”) is amended as follows:

1. Section 4.B.i. is added as follows:

Any vouchers received as part of a Rental Assistance Demonstration (RAD) component 1 conversion shall be added to the ACC via funding of \$1 for the remainder of the CY in which they are awarded. HUD will issue a new increment of voucher funding in the first full CY following a RAD conversion. These amounts will be renewed in subsequent years based on the per unit funding of the increment award, adjusted via the renewal inflation factor and the applicable proration factor. Administrative fees for RAD vouchers will be earned per each year’s posted administrative fee rates and RAD vouchers under lease each month. Fees for RAD vouchers will be prorated at the same level that applies to all non-MTW agencies.

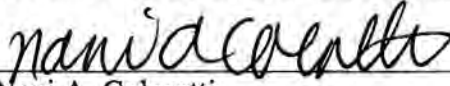


IN WITNESS WHEREOF, the parties have caused this Amendment to Attachment A to be executed by their duly authorized representatives.

HOUSING AUTHORITY OF THE  
CITY OF ATLANTA

By:   
Name: Joy W. Fitzgerald  
Its: President and CEO  
Date: 3/21/16

UNITED STATES DEPARTMENT OF  
HOUSING AND URBAN DEVELOPMENT

By:   
Name: Nani A. Coloretti  
Its: Deputy Secretary  
Date: 11/15/16