

FIRST AMENDMENT**TO****AMENDED AND RESTATED MOVING TO WORK AGREEMENT
BETWEEN
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
AND
LAWRENCE-DOUGLAS COUNTY HOUSING AUTHORITY**

This First Amendment to the Moving to Work (“MTW”) Agreement dated April 22, 2008 (“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 Lawrence-Douglas County Housing Authority (“Agency”) and is effective as of April 30 ____, 2010. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings ascribed to them in the Agreement. Attachment D is amended as follows:

Attachment D is amended as follows:

Add the following language before the Section entitled “Suspension of Current Evaluation and Reporting Requirements.”

Use of MTW Funds

The Agency 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 the agency may propose and the Secretary may approve.”

The Agency and HUD further acknowledge that the terms of the agreement under which the Agency 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.

The Agency and HUD hereby agree that they do not intend for the Amended and Restated MTW 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contrary, those provisions in this Agreement or its attachments that restrict the use of funds to Sections 8 and 9 are repealed, and the Agency may use MTW Funds to provide housing assistance for low-income families, as defined in section 3(b)(2) of the 1937 Act, and services to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 [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 the Agency 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 the agency 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 any use of the housing under the demonstration] and have been proposed in an Agency's Annual MTW Plan and approved by HUD.

Notwithstanding the above, 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.

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

LAWRENCE-DOUGLAS COUNTY HOUSING AUTHORITY

By: Barbara Huppee

Name: Barbara Huppee

Its: Executive Director

Date: 4/9/2010

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: Sandra Henriquez

Name: Sandra Henriquez

Its: Assistant Secretary

Date: 04/30/2010

ATTACHMENT D

LEGACY AND COMMUNITY-SPECIFIC AUTHORIZATIONS

**TO
AMENDED AND RESTATED MOVING TO WORK AGREEMENT
BETWEEN
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
AND THE
LAWRENCE-DOUGLAS COUNTY HOUSING AUTHORITY**

This Attachment D is updated and revised per the Second Amendment to the LDCHA's Agreement dated April 30, 2010, which added the Uses of Funds paragraph.

Notwithstanding any other provision of this Agreement the Agency is authorized as follows:

Use of MTW Funds

The Agency 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 the agency may propose and the Secretary may approve."

The Agency and HUD further acknowledge that the terms of the agreement under which the Agency 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.

The Agency and HUD hereby agree that they do not intend for the Amended and Restated MTW 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 this Agreement or its attachments that restrict the use of funds to Sections 8 and 9 are repealed, and the Agency 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 [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 the Agency 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 the agency 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 any use of the housing under the demonstration] and have been proposed in an Agency's Annual MTW Plan and approved by HUD.

Notwithstanding the above, 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.

Suspension of Current Evaluation and Reporting Requirements

LDCHA is designated a high performing agency under the current Public Housing Assessment System (PHAS) regulation. The Department is preparing a revision to this rule that will conform it to the change to asset management. LDCHA will continue its designation as a high performing agency until such time as the Department adopts a new PHAS regulation and LDCHA can be fully scored under that regulation. At that time LDCHA will no longer be designated a high performer. Thereafter, should LDCHA wish to obtain high performer status, it must elect to be scored under the new PHAS regulation.

Asset Management

Notwithstanding the provisions in Section II.F. of the Restated Agreement, the Agency may utilize the provisions of Division K, Sections 225 and 226 of the Consolidated Appropriations Act, 2008 (H.R. 2764; Public Law 110-161).

LAWRENCE-DOUGLAS COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS
EXTRACT FROM MINUTES OF MEETING

EXTRACT FROM THE MINUTES OF A **REGULAR MEETING** of the Board of Commissioners of the City of Lawrence County of Douglas Housing Authority HELD ON THE **22nd DAY OF MARCH** at 5:30 o'clock p.m.

The Board of Commissioners of the Lawrence-Douglas County Housing Authority met in the City of Lawrence, Kansas at the place, hour, and date established above by due Notice.

Vice Chair Dominguez called the meeting to order and on roll call the following answered Present:


Brenda O'Keefe, William Fleming, Sue Hack and Charlie Dominguez.

Commissioner O'Keefe moved to approve Resolution 2010-10: Approve Amendment to MTW Contract Attachment D. Commissioner Hack seconded the motion. The motion passed unanimously.

Certificate of Recording Officer

I, Barbara A. Huppee, the duly appointed, qualified and acting Secretary of the City of Lawrence-Douglas County Housing Authority, do hereby certify that the above extract from the minutes of the Regular Meeting of the Board of Commissioners of the Lawrence-Douglas County Housing Authority held on March 22, 2010 is a true and correct copy of the original minutes of such meeting on file and of record, in so far as they relate to matters set forth in the above extract.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said Authority this **23rd day of March 2010.**



Barbara A. Huppee
Secretary to the Board of Commissioners

Seal