

MOVING TO WORK AMENDMENT TO ~~CONSOLIDATED~~ ANNUAL CONTRIBUTIONS CONTRACT-(S)

Section 1. This Moving to Work (MTW) Amendment to the ~~Consolidated~~ Annual Contributions Contract-(s) (MTW ~~CACC~~ ACC Amendment) is entered into between the United States Department of Housing and Urban Development (~~“HUD”~~) and ~~the “Authority”~~ “HUD” and ~~(the “Public Housing Agency, “PHA”)~~.

Section 2. This MTW ~~CACC~~ ACC Amendment is an amendment to any ~~Consolidated~~ Annual Contributions ~~Contracts (“the CACC”)~~ Contract (“ACC”) or Annual Contributions Terms and Conditions (“ACC”) in effect between the ~~Authority~~ PHA and HUD for the Public Housing and Housing Choice Voucher programs.

Section 3. The ~~CACC~~ ACC is amended in connection with the ~~Authority’s~~ PHA’s designation as a participant in the expansion of the MTW demonstration pursuant to Section 239 of the Consolidated Appropriations Act, 2016, P.L. ~~114-113~~ 114-113; 129 Stat. 2897 (2016 MTW Expansion Statute) and Section 204 of the Departments of Veterans Affairs and Housing and Urban Development and Independent Agencies Appropriations Act, 1996, P.L. ~~104-134~~ 104-134; 110 Stat. ~~1321-281~~ 1321-281 (1996 MTW statute). The ~~Authority’s~~ PHA’s participation in the expansion of the MTW demonstration shall be governed by the MTW Operations Notice for the Expansion of the Moving to Work Demonstration (~~PIH Notice 2019-XXXX~~) as it is issued as it and may be amended in the future, or any successor notice issued by HUD, (~~which shall collectively be called “the “the MTW Operations Notice” throughout this document~~).

Section 4. The term of this amendment shall be for ~~12-20~~ years from the ~~effective date of this amendment or beginning of the PHA’s first full fiscal year following execution by the PHA and HUD; or,~~ until termination of this amendment, whichever is sooner-.

Section 5. Requirements and Covenants-

(A) As a participant in the MTW demonstration, the ~~Authority~~ PHA must operate in accordance with the express terms and conditions set forth in the MTW Operations Notice. The MTW Operations Notice may be superseded or amended by HUD at any time during the twenty-year MTW term ~~of the Authority’s participation in the MTW demonstration~~.

(B) The ~~Authority~~ PHA will cooperate fully with HUD and its contractors for the duration of the HUD-sponsored evaluation of the cohort of the MTW Expansion for which the PHA was selected and shall comply with all aspects of its Cohort Study as outlined in the ~~Selection Notice (PIH Notice 1-1)~~ selection notice under which the ~~Authority~~ PHA was designated.

(C) The ~~Authority may be~~ PHA is exempted from ~~certain~~ specific provisions of the Housing Act of

1937 (“the Act”) and its implementing regulations ~~in accordance with the requirements and procedures set forth as specified~~ in the Operations Notice. ~~However, the Authority~~ Each such exemption also extends to subregulatory guidance to the extent that the subregulatory guidance implements the provisions of the Act or its implementing regulations exempted pursuant to the Operations Notice. Notwithstanding any exemptions pursuant to this MTW ACC amendment and the MTW Operations Notice, the PHA remains subject to all other ~~federal laws and HUD requirements, as they be amended from time to time even in the event of a conflict between such a requirement and a waiver or activity authorized by the Operations Notice.~~ HUD Requirements (which include the Public Housing Requirements), as they may be amended in the future. Accordingly, if any HUD Requirement, other than the exempted provisions of the Act and its implementing regulatory requirements or subregulatory guidance, conflicts with any authorization granted by this MTW ACC Amendment, the MTW Agency remains subject to that HUD Requirement.

~~(D) HUD reserves the right to require the Authority to discontinue any activity or to revise any activity to comply with the Operations Notice and other applicable HUD requirements in the event of a conflict between an MTW activity and such requirements, as determined by HUD. (E) HUD reserves the right to require the Authority to discontinue any activity derived from a waiver granted by the Operations Notice should it have significant negative impacts on families or the agency’s operation of its assisted housing programs using Section 8 and 9 funds, as determined by HUD.~~

Section 6. ~~Transition~~ At least one year prior to expiration of this MTW ~~CACC Amendment~~ ACC Amendment 1, the ~~Authority~~ PHA shall submit a transition plan to HUD. It is the ~~Authority’s~~ PHA’s responsibility to be able to end all MTW activities that it has implemented through its MTW Supplement to the PHA Plan upon expiration of this MTW ~~CACC~~ ACC Amendment. The transition plan shall describe plans for phasing out such activities. The plan may also include any proposals of authorizations/features of the ACC Amendment and the MTW Operations Notice that the PHA wishes to continue beyond the expiration of the MTW ACC Amendment. The PHA shall specify the proposed duration and shall provide justification for extension of such authorization/features. HUD will review and respond to timely-submitted transition plans from the PHA in writing within 75- days or they are deemed approved. Only authorizations/features specifically approved for extension shall continue beyond the term of the MTW ACC Amendment. The extended features shall remain in effect only for the duration and in the manner specified in the approved transition plan and be subject to any necessary ACC Amendments as required by HUD.

Section 7. Termination and Default

(A) If the ~~Authority~~ PHA violates or fails to comply with any requirement or provision of the ~~CACC~~ ACC, including this amendment, HUD is authorized to take any corrective or remedial action described in this Section 7 for ~~Authority~~ PHA default or any other right or remedy existing under applicable law, or available at equity. HUD will give the ~~Authority~~ PHA written notice of any default, which shall identify with specificity the measures, which the ~~Authority~~ PHA must take to

cure the default and provide a specific time frame for the ~~Authority~~ PHA to cure the default, taking into consideration the nature of the default. The ~~Authority~~ PHA will have the opportunity to cure such default within the specified period after the date of said notice, or to demonstrate within 10 days after the date of said notice, by submitting substantial evidence satisfactory to HUD, that it is not in default. However, in cases involving clear and apparent fraud, serious criminal behavior, or emergency conditions that pose an imminent threat to life, health, or safety, if HUD, in its sole discretion, determines that immediate action is necessary it may institute the remedies under Section 7(B) of this MTW ACC Amendment without giving the ~~Authority~~ PHA the opportunity to cure.

(B) If the ~~Authority~~ PHA is in default of this MTW ACC Amendment and/or the MTW Operations Notice and the default has not been cured, HUD may, undertake any one or all remedies available by law, including but not limited to the following: ~~i. Suspend payment or reimbursement for any MTW activities affected; ii. Suspend the Authority's authority to make draws or receive or use funds for affected activities; iii. i.~~ Require additional reporting by the ~~Authority~~ PHA on the deficient areas and the steps being taken to address the deficiencies; ~~iv. ii.~~ Require the ~~Authority~~ PHA to prepare and follow a HUD-approved schedule of actions and/or a management plan for properly completing the activities approved under this MTW ACC Amendment; ~~v. iii.~~ Suspend the MTW waiver authorization for the affected activities; ~~vi. Prohibit payment or reimbursement for any MTW activities affected by the default; vii. iv.~~ Require reimbursement by the ~~Authority~~ PHA to HUD for amounts used in violation of this MTW ACC Amendment; ~~viii. Reduce/offset the Authority's future funding; ix. v.~~ Terminate this MTW ACC Amendment and require the ~~Authority~~ PHA to transition out of MTW; ~~x. vi. Restrict a PHA's ability to use its MTW funding flexibly; and/or vii.~~ Take any other corrective or remedial action legally available; ~~and/or xi. Implement administrative or judicial receivership of part, or all, of the Authority.~~

(C) The ~~Authority~~ PHA may choose to terminate this MTW ~~CACC~~ ACC Amendment at any time. Upon HUD's receipt of written notification from the ~~Authority~~ PHA and a copy of a resolution approving termination from its governing board, termination will be effective. The ~~Authority~~ PHA 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 6 of this MTW ~~CACC~~ ACC Amendment.

(D) Nothing contained in this ~~CACC~~ ACC amendment shall prohibit or limit HUD from the exercise of any other right or remedy existing under any ACC, ~~CACC~~, or available under applicable law. HUD's exercise or non-exercise of any right or remedy under this amendment shall not be construed as a waiver of HUD's right to exercise that or any other right or remedy at any time.

Section 8. Notwithstanding any provision set forth in this MTW ~~CACC~~ ACC Amendment, any future ~~laws~~ law that ~~conflict~~ conflicts with any provision of this ~~CACC~~ ACC Amendment, as determined by HUD, ~~HUD's implementation of any future laws that conflict with any provision of this MTW CACC Amendment, or any HUD determination that a future law conflicts with any provision of this CACC Amendment,~~ shall not be deemed to be a breach of this ~~CACC~~ Amendment.

~~HUD's execution of the conflicting law, or the execution of a law that HUD deems conflicting, shall not serve as any basis for a breach of contract claim, or breach of contract cause of action, in any court.~~ ACC Amendment. Nor shall HUD's execution of any future law be deemed a breach of this ACC Amendment. Any future laws affecting the ~~Authority's~~ PHA's funding, even if that ~~effect is future law causes~~ a decrease in the PHA's funding, ~~and HUD's implementation thereof that affects funding~~ shall not be deemed a breach of this ~~CACC~~ ACC Amendment ~~and~~ No future law or HUD's execution thereof shall ~~not~~ serve as any a basis for a breach of contract claim, ~~or breach of contract cause of action,~~ in any court.

~~Section 9. This MTW CACC Amendment is effective upon the date of execution by HUD.~~
Section 9. If any clause, or portion of a clause, in this Agreement is considered invalid under the rule of law, it shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect.

In consideration of the foregoing covenants, the parties do hereby execute this MTW ~~CACC~~ ACC Amendment:

~~HOUSING AUTHORITY~~

PHA

By: _____

Its: _____

Date: _____

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: _____

Its: _____

Date: _____

Summary Report	
Title	pdfDocs compareDocs Comparison Results
Date & Time	11/7/2019 3:09:09 PM
Comparison Time	1.19 seconds
compareDocs version	v4.3.400.132

Sources	
Original Document	[#D0901498.DOCX] [v1] MTW Amendment to ACC.DOCX
Modified Document	[#D0901498.DOCX] [v2] MTW Amendment to ACC.DOCX

Comparison Statistics	
Insertions	18
Deletions	20
Changes	69
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	107

Word Rendering Set Markup Options		
Name		Standard
<u>Insertions</u>		
Deletions		
<u>Moves</u> / Moves		
Font Changes		
Paragraph Style Changes		
Character Style Changes		
Inserted cells		
Deleted cells		
Merged cells		
Changed lines		Mark left border.
Comments color		By Author.
Balloons		False
compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Flatten Field Codes	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	[Yes / No]
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print
Remove Personal Information	Word	False