

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), dated this [REDACTED] day of [REDACTED], between Community Development Authority of the City of Madison (“CDA”), with offices at 215 Martin Luther King, Jr., Boulevard, Suite 161, Madison, WI 53703, and Dane County Housing Authority (“DCHA”), with offices located at 2917 International Lane, #201, Madison, WI 53704, sets forth the mutual understanding of the parties;

WHEREAS, CDA administers a Project Based Voucher Program which will provide 164 project-based vouchers at the Taking Shape B1 development. CDA has an ownership interest in the development and is therefore required by the Department of Housing and Urban Development (“HUD”) to obtain the services of an independent entity to perform National Standards for the Physical Inspection of Real Estate for Vouchers (“NSPIRE-V”) inspections and rent reasonableness determinations in accordance with program requirements; and

WHEREAS, DCHA has expertise in performing NSPIRE-V inspections and rent reasonableness determinations in connection with its administration of the Housing Choice Voucher Program (“Section 8”) and other federally funded housing programs; and

WHEREAS, CDA is seeking an independent entity to perform NSPIRE-V inspections and rent reasonableness determinations for qualification of dwelling units located in the Taking Shape B1 development; and

WHEREAS, DCHA is an independent entity that is willing to perform NSPIRE-V inspections and rent reasonableness determinations for CDA at the Taking Shape B1 development prior to occupancy of participating units; and

WHEREAS, CDA is willing to pay for DCHA’s provision of such inspection and rent reasonableness determination services;

NOW, THEREFORE, CDA and DCHA set forth their mutual understanding as follows:

1. The term of this MOU shall be five (5) years beginning January 1, 2027, and ending December 31, 2031, subject to the availability and appropriation of funds; and
2. This MOU is not a legally binding instrument and is only intended to set forth the understandings and expectations of the parties without creating any enforceable rights or obligations; and
3. CDA and DCHA jointly certify that there is no legal, financial, or any other connection that could cause either party to be improperly influenced by the other and that DCHA will perform its responsibilities as it relates to the PHA-owned units in an unbiased manner, pursuant to this MOU; and

4. DCHA will provide the inspection and rent reasonableness determination services as defined below in accordance with the provisions of Section 5 and Section 6 hereof;
5. INSPECTION SERVICES:
 - A. DCHA will perform NSPIRE-V inspections in response to specific requests from CDA.
 - B. Such inspections will be performed by DCHA staff who will be specifically trained to perform evaluations of physical conditions in accordance with NSPIRE-V standards.
 - C. DCHA will communicate the results of each NSPIRE-V inspection to the family and the CDA.
6. RENT REASONABLENESS DETERMINATIONS:
 - A. DCHA will conduct rent reasonableness determinations in response to specific requests from CDA.
 - B. Such determinations will be performed in accordance with 24CFR § 982.507.
 - C. DCHA will communicate the results of the rent reasonableness determination to the CDA.
7. FUNDING FOR DCHA'S COSTS:
 - A. CDA will pay DCHA a mutually agreed upon pre-determined fee for each inspection and rent reasonableness determination.
 - B. DCHA will submit invoices to CDA for services performed at least quarterly, with the final invoice to be submitted no later than December 15th of each fiscal year.
 - C. Invoices should be sent to:
Community Development Authority
Housing Operations Division
215 Martin Luther King, Jr., Boulevard, Suite 161
Madison, WI 53703
Attn: Property Operations Manager
8. CONTACTS:

For CDA:

Lauren Andersen
Property Operations Manager
Community Development Authority
215 Martin Luther King, Jr., Boulevard, Suite 161
Madison, WI 53703
608-266-4675
landersen@cityofmadison.com

For DCHA:

Karyn Knaak
Executive Director
Dane County Housing Authority
2917 International Lane, #201
Madison, WI 53704
608-224-3636
kknaak@dcha.net

9. To further the purposes of this MOU, CDA and DCHA may, by written agreement, modify the scope, terms, and duration of this MOU.

10. Administrative Provisions:

- A. DCHA will retain all books, records, and other documentation relevant to this MOU for a period of 10 years after the final payment or termination of this MOU, whichever is later. Any City, State, and Federal auditors and any other person duly authorized by CDA will have full access to and the right to examine any of said materials during said period, after reasonable notice to DCHA.
- B. The services rendered under this MOU will be performed in accordance with all applicable provisions of Federal, State, and Local laws, rules, and regulations as are in effect at the time such services are rendered.
- C. CDA will provide any reports and documents that will enable DCHA to perform its duties under this agreement.

11. Termination

- A. CDA or DCHA will each have the separate and individual right to terminate this MOU:
 1. Without cause, by giving the other party thirty (30) days' prior written notice to such effect; or

- 2. Immediately, if for cause, as determined by CDA or DCHA exercising its reasonable judgement. If CDA exercises its right to terminate this MOU for cause, CDA will pay DCHA for services already performed.

- B. In the event of termination of this MOU, for whatever cause, CDA will pay all costs for services already performed and uncancellable obligations incurred up to and including the effective date of such termination.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

DANE COUNTY HOUSING AUTHORITY

By:

(Signature)

(Date)

(Print name and title of person signing)

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON

By:

(Signature)

(Date)

(Print name and title of person signing)