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**PHILADELPHIA HOUSING AUTHORITY BOARD OF COMMISSIONERS  
MEETING MINUTES**

**Thursday, March 17, 2022, 3 p.m.**

The regularly scheduled meeting of the Philadelphia Housing Authority ("PHA") Board of Commissioners was conducted via a virtual platform, due to COVID-19 public health concerns and in accordance with PHA's By-Laws that provide for remote participation, while respecting the goals and requirements of the Sunshine Act. The protocols for public participation, including opportunities to submit written or verbal comments and questions, were posted on the PHA website as of April 8, 2020, with directions for real-time public audio access for this meeting provided thereafter, as well.

The Chair, Lynette Brown-Sow, brought the meeting to order at approximately 3:04 p.m., and proceeded to do an informal review of which Commissioners were in the meeting, with the following being noted: Chair Brown-Sow, Vice-Chair Wetzel, and Commissioners Callahan, Camarda, Coney, Mayo, Purnell, Shahid, and Wetzel. Commissioner Wise did not participate. The President & CEO ("CEO") and the General Counsel and Board Secretary, Laurence M. Redican, also participated.

The CEO reviewed the public participation guidelines for this meeting and made the following announcements:

- 1) We are pleased to announce that PHA's headquarters and management offices are again open to walk-in traffic. The Housing Choice Voucher program is continuing to operate by appointment only.
- 2) Blumberg 83 has been awarded one of the most prestigious awards for project design, the Award of Excellence, from the National Association of Housing and Redevelopment Officials. This is the second straight year PHA has been received one of NAHRO's national prizes for housing design. In 2020, PHA received an Award of Excellence for its modernized rehab of Sharswood Tower.
- 3) Bret Holden was congratulated for his promotion to Executive Vice President of Leased Housing.

The Chair then asked whether there were any changes to the minutes of the Board meeting from February 2022, as submitted. Hearing none, the minutes were approved.

Five (5) resolutions were presented, reviewed, and unanimously approved by those participating in the meeting at the time of the presentation of the resolution.

**Resolution No. 12199**, attached in Appendix 1, was presented by Dave Walsh, Executive Vice President – Supply Chain Management ("EVP-SCM"), to authorize PHA to enter into contracts with various governmental and qualified private entities for the full range of goods and services available under Federal and State Cooperative purchasing and similar programs, with various restrictions as to the terms of the contracts. The authorization is for one (1) year, with contract terms not to exceed five (5) years, for a total not-to-exceed aggregate amount of twenty-nine million dollars (\$29,000,000.00), with a continuation of the quarterly reporting requirement. That reporting requirement is for contracts over one hundred thousand dollars (\$100,000.00) to be reported to the Board, although they would not require

Board approval if entered into pursuant to this resolution and would be subject to restrictions set forth in the resolution. This resolution was reviewed by the Finance Committee and Commissioner Camarda, as member of that committee, moved for its adoption. After a second, the opportunity for public comment, of which there was none, and Commissioner Camarda noting that the committee recommended approval, the motion was unanimously approved, by roll call.

**Resolution No. 12200** attached in Appendix 1, was presented by Dave Walsh, EVP-SCM, to authorize PHA to contract for records retention and courier services with DocuVault Delaware Valley, LLC in an amount not to exceed two hundred fifty thousand dollars (\$250,000.00) This resolution was also reviewed by the Finance Committee and Commissioner Camarda moved for its adoption. After a second, and there being no discussion, the motion was unanimously approved, by roll call. Commissioner Mayo was not participating at the point of this vote, due to technical issues, but rejoined thereafter, for the rest of the meeting.

**Resolution No. 12201**, attached in Appendix 1, was presented by Nicholas Dema, Executive Vice President - Planning & Development, to authorize the acquisition of certain properties for the Fairhill Project for a not-to-exceed amount of twelve million dollars (\$12,000,000.00). The Fairhill Project is a redevelopment initiative centered around the redevelopment of PHA's Fairhill development, along with redevelopment within the Fairhill neighborhood to create approximately four hundred and fifty (450) new housing units, including replacement units for relocated Fairhill residents, additional affordable rental, homeownership and integrated mixed-uses. This resolution was reviewed by the Policy & Planning Committee and its Chair, Vice-Chair Wetzel, moved for adoption of the resolution. Following a second and extensive discussion, including comments by Aviva Kapust, Executive Director of the Village of Arts and Humanities, as well as by the CEO and Commissioners regarding community engagement processes, the motion was unanimously approved, by roll call.

**Resolution No. 12202**, attached in Appendix 1, was presented by Bret Holden, Executive Vice President - Leased Housing, to authorize PHA to extend its Memorandum of Understanding for the Second Chance program, under which vouchers are afforded to returning citizens as encouraged by the federal Second Chance for Ex-Offenders Act of 2009. The Chair stated that the Policy and Planning Committee had Resident Services Committee reviewed the resolution and its chair, Vice-Chair Wetzel, moved for its adoption. Following discussion, the motion was unanimously approved by roll call.

Prior to any discussion or presentation regarding **Resolution No. 12203**, attached in Appendix 1, which was for approval of a Memorandum of Understanding with the Resident Advisory Board ("RAB"), Commissioners Coney and Wise recused themselves, noting that this was done to avoid any appearance of a conflict of interest, given that Commissioner Coney is President of RAB and Commissioner Wise is a member. Thereafter, Makeeda Holley, Vice President, Resident Programs and Partnerships, presented the resolution. There being no discussion, Commissioner Camarda, as a member of the Finance Committee that reviewed the resolution moved for its adoption. Following a second and discussion, the motion was unanimously approved, by roll call.

After approval of the resolution, Commissioners Coney and Wise were invited to rejoin the meeting.

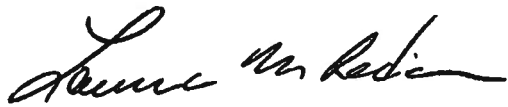
While no public comments were received this month for any of the resolutions, however there was one for the **Public Comment period**. It was noted by the Corporate Secretary that the comment was received by email, from Jeeva Muhil, a researcher with SEIU 32BJ and the email was read. However, the email referenced videos for public comment that were attached to it, from Sovereign security guards discussing the conditions they face on the job. The Corporate Secretary noted that she had communicated to Jeeva Muhil that these would be summarized, but not played at the meeting, due to issues with playing the six videos and audio issues with the recordings. The summary was that the guards expressed that: 1) they are

in high risk jobs, as security guards and should be compensated at a higher rate; 2) they should have higher wages to support their families; 3) they should have more benefits, including healthcare; and 4) they should have a union contract.

The CEO noted that these security guards are not PHA employees and that any negotiations regarding their concerns, including contracts and a Collective Bargaining Agreement, would not be with PHA.

There being no further business, upon a motion and a second, the meeting ended at approximately 3:50 p.m.

Respectfully submitted,



**Laurence M. Redican**  
**General Counsel**  
**Philadelphia Housing Authority**

**APPENDIX 1**

**THE PHILADELPHIA HOUSING AUTHORITY  
MEETING OF THE BOARD OF COMMISSIONERS  
2013 RIDGE AVE.  
PHILADELPHIA, PA 19121<sup>1</sup>  
THURSDAY, MARCH 17, 2022  
AGENDA**

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- A. Call to Order -- Lynette Brown-Sow, Chair**
- B. Remarks -- Kelvin A. Jeremiah, President & CEO**
- C. Approval of the Minutes of the Board Meeting held February 17, 2022, as distributed**
- D. New Business**
  - 1. RESOLUTION TO CONCLUDE AND TO EXECUTE VARIOUS CONTRACTS UNDER FEDERAL AND STATE COOPERATIVE PURCHASING AND SIMILAR PROGRAMS**  
  
Dave Walsh
  - 2. RESOLUTION AUTHORIZING A CONTRACT FOR RECORD RETENTION AND COURIER SERVICES WITH DOCUVAULT DELAWARE VALLEY, LLC**  
  
Dave Walsh
  - 3. RESOLUTION AUTHORIZING THE PHILADELPHIA HOUSING AUTHORITY TO ACQUIRE PROPERTIES IN THE FAIRHILL NEIGHBORHOOD**  
  
Nicholas Dema
  - 4. RESOLUTION AUTHORIZING APPROVAL OF THE EXTENSION OF THE SECOND CHANCE VOUCHER MEMORANDUM OF UNDERSTANDING**  
  
Bret Holden
  - 5. RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE PHILADELPHIA HOUSING AUTHORITY AND THE RESIDENT ADVISORY BOARD FOR CALENDAR YEAR 2022**  
  
Makeeda Holley
- E. Public Comment Period**

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<sup>1</sup> This meeting is being conducted virtually, pursuant to the procedures on PHA's website at [www.pha.phila.gov](http://www.pha.phila.gov) due to safety and health concerns for our residents, staff, the Board, and the public raised by the COVID-19 pandemic.

**RESOLUTION NO. 12199**

**RESOLUTION TO CONCLUDE AND TO EXECUTE VARIOUS CONTRACTS UNDER FEDERAL AND STATE COOPERATIVE PURCHASING AND SIMILAR PROGRAMS**

**WHEREAS**, as of November 18, 2010, in Resolution No. 11414, the Philadelphia Housing Authority ("PHA") has passed resolutions every year to continuously allow PHA to benefit by entering into contracts with various governmental and private entities for the full range of goods and services available under Federal and State Cooperative purchasing and similar programs, in aggregate amounts ranging from approximately thirty million dollars (\$30,000,000.00) to twenty million dollars (\$20,000,000.00); and

**WHEREAS**, in those resolutions, under certain circumstances, PHA is allowed to acquire and lease goods and services using the Federal Supply Schedules maintained by the U.S. General Services Administration, also referred to as the "GSA Schedules" and Multiple Award Schedules, and to acquire and lease goods and services using the Commonwealth of Pennsylvania's cooperative purchasing program administered by the Department of General Services Bureau of Procurement, referred to as "COSTARS," and other government procurement collectives; and

**WHEREAS**, such Federal and State cooperative purchasing and similar programs offer competitively obtained and standardized prices, terms and conditions, enable acquisitions to be effected on a streamlined basis, and are consistent with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards applicable to procurement by public housing authorities (2 C.F.R. §200.318 (e)), under which public housing authorities are encouraged to enter into such agreements "[t]o foster greater economy and efficiency [and] to promote cost-effective use of shared services across the Federal government;" and the Pennsylvania Commonwealth Procurement Code, Act 57 of 1998, as amended, authorizes PHA to engage in cooperative purchasing with the Commonwealth through the use of statewide contracts and the COSTARS system; and

**WHEREAS**, the most recent one-year authorization for such contracting was Board Resolution No. 12142, adopted on March 18, 2021, in an aggregate amount not to exceed twenty-seven million dollars (\$27,000,000.00); and

**WHEREAS**, PHA wishes to extend such authorization for another one-year period, from April 1, 2022 through March 31, 2023, with contract terms entered into pursuant to such extension not to exceed five (5) years, in a total aggregate annual amount not to exceed twenty-nine million dollars (\$29,000,000.00), and to continue the best practice of providing a quarterly report to the PHA Board of Commissioners as to all contracts entered into pursuant to this resolution where the base contract amount or any option exceeds one hundred thousand dollars (\$100,000.00), although this resolution would provide the requisite pre-approval for such contracting under Control Policy and Procedure #10, as amended;

**BE IT RESOLVED**, that the Board authorizes the President & CEO and/or his authorized designee(s) to take all actions necessary to enter into contracts, for terms not-to-exceed five (5) years, under the Federal and State cooperative purchasing and similar programs, for a one-year period, from April 1, 2022 through March 31, 2023, in a total aggregate amount not to exceed twenty-nine million dollars (\$29,000,000.00), subject to the availability of funds therefor, and PHA shall provide a quarterly report to the Board of Directors as to all contracts entered into pursuant to this resolution where the base contract amount or any option exceeds one hundred thousand dollars.

*[Faint circular stamp on the left side of the page]*

*[Handwritten signature and date: 3/17/2022]*

**SECRETARY FOR PHA**

**RESOLUTION NO. 12200**

**RESOLUTION AUTHORIZING A CONTRACT FOR RECORD RETENTION AND COURIER SERVICES WITH DOCUVAULT DELAWARE VALLEY, LLC**

**WHEREAS**, the Philadelphia Housing Authority ("PHA") has identified a need for record retention and courier services and a Request for Proposal was developed for the selection of a company to address fulfilling this requirement, according to established procedures and all applicable laws regarding public contracts; and

**WHEREAS**, the Request for Proposal was posted on PHA's website, advertised via local publications and chambers of commerce, mailed to qualified entities on PHA's Outreach List, and distributed to those who responded to the invitation; and

**WHEREAS**, the proposals were reviewed and evaluated by an evaluation committee and the supporting documents were reviewed by the Contracting Officer; and

**WHEREAS**, based upon the consensus evaluation and approval for presentation to the Board after additional review processes, including Board committee and resident leadership review, it is recommended that a contract be awarded to DocuVault Delaware Valley, LLC; and

**WHEREAS**, work is to be assigned to the awardee at the discretion of the Contracting Officer based on need, performance and other legitimate business factors, and may be altered within the terms of the contract at any time during the course of this contract at the discretion of the contracting officer; and

**WHEREAS**, it is recommended that the amount to be expended under the contract shall not exceed two hundred fifty thousand dollars (\$250,000.00) with a two-year base period and three (3) one (1) one-year option periods, as follows:

- 1) The not-to-exceed amount for the two-year base period is one hundred thousand dollars (\$100,000.00); and
- 2) The not-to-exceed amount for the first one-year option period is fifty thousand dollars (\$50,000.00);
- 3) The not-to-exceed amount for the second one-year option period is fifty thousand dollars (\$50,000.00);
- 4) The not-to-exceed amount for the third one-year option period is fifty thousand dollars (\$50,000.00);

**BE IT RESOLVED**, that the Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to conclude and execute a contract with DocuVault Delaware Valley, LLC for a total amount not to exceed two hundred fifty thousand dollars (\$250,000.00), subject to the availability of funds therefor, as set forth above, and to take all necessary actions relating to such contracts, including determining whether the options available under the contracts shall be exercised.

I hereby certify that this was  
**APPROVED BY THE BOARD ON 3/17/2022**  
*Renee de Fede*  
**ATTORNEY FOR PHA**

**RESOLUTION NO. 12201**

**RESOLUTION AUTHORIZING THE PHILADELPHIA HOUSING AUTHORITY TO ACQUIRE PROPERTIES IN THE FAIRHILL NEIGHBORHOOD**

**WHEREAS**, the Philadelphia Housing Authority ("PHA") is undertaking a redevelopment initiative for the revitalization of PHA's existing Fairhill development ("Fairhill Site"), along with developing surrounding properties in an area of Philadelphia located within the vicinity of West Cumberland Street to the north, West Susquehanna to the south, 11th Street to the West, and 9th Street to the east, to create affordable rental, homeownership and mixed-use development (the "Fairhill Project"); and

**WHEREAS**, the Fairhill Project is expected to create approximately four hundred- fifty (450) new housing units, including replacement units for relocated Fairhill residents, additional affordable rental, homeownership and integrated mixed-uses; and

**WHEREAS**, the site of the Fairhill Project includes the Fairhill Site's two (2) high rise buildings and seven (7) low-rise buildings, with two hundred sixty-four (264) public housing units; and

**WHEREAS**, the redevelopment will involve the demolition of the Fairhill Site low-rise buildings; completely renovating each tower into senior buildings; new construction of approximately seventy (70) rental units; along with a community center and two new streets to reconnect the Fairhill Site to the neighborhood; and

**WHEREAS**, in order to develop the new housing and integrated mixed-use development in the surrounding Fairhill neighborhood, PHA desires to acquire up to one hundred and thirteen (113) properties ("Properties"), as identified in Exhibit A, attached hereto, pursuant to the Housing Authorities Law, which authorizes PHA to acquire properties by purchase or eminent domain for the public purposes set forth in the Housing Authorities Law; and

**WHEREAS**, the Fairhill Project includes many properties currently in public ownership and privately owned, with approximately over ninety (90) percent being vacant land; and

**WHEREAS**, it is sought that the not-to-exceed cost for property acquisition and related costs will not exceed twelve million dollars (\$12,000,000.00);

**BE IT RESOLVED** that the PHA Board of Commissioners authorizes the President and CEO or his authorized designee(s) 1) to acquire the properties through negotiation and/or eminent domain for the Fairhill Project, including, but not limited to, the properties listed in Exhibit A; and 2) to take all necessary actions related to the acquisition of the properties, in an amount not to exceed twelve million dollars (\$12,000,000.00).



I hereby certify that this was  
**APPROVED BY THE BOARD ON 3/17/2022**  
*Allen M. Redek*  
**ATTORNEY FOR PHA**

**ATTACHMENT TO FAIRHILL RESO – EXHIBIT A (3 pgs)**

2301	N	10th
2303	N	10th
2307	N	10th
2309	N	10th
2311	N	10th
2314	N	10th
2315	N	10th
2316	N	10th
2317	N	10th
2319	N	10th
2320	N	10th
2321	N	10th
2322	N	10th
2323	N	10th
2324	N	10th
2325	N	10th
2326	N	10th
2328	N	10th
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2330	N	10th
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2449	N	10th
2451	N	10th
2453	N	10th
2455	N	10th
2501	N	10th
2401-05	N	10th
1001	W	Arizona
1003	W	Arizona
1005	W	Arizona
1007	W	Arizona
1009	W	Arizona
1011	W	Arizona
1013	W	Arizona
1015	W	Arizona
1017	W	Arizona
1019	W	Arizona
1021	W	Arizona
1001	W	Cumberland
1003	W	Cumberland
1005	W	Cumberland
1007	W	Cumberland
1011	W	Cumberland
1013	W	Cumberland
1015	W	Cumberland
1017	W	Cumberland
1019	W	Cumberland
1021	W	Cumberland
1023	W	Cumberland
924	W	York
926	W	York
927	W	York
928	W	York
930	W	York

932	W	York
934	W	York
2212	N	9th
2214	N	9th
2216-40		N
2242-50		N
2252	N	9th
2254	N	9th
2256	N	9th
905	W	Susquehanna
911	W	Susquehanna
913	W	Susquehanna
915	W	Susquehanna
2201	N	Delhi
2203	N	Delhi
2205	N	Delhi
2207	N	Delhi
2213	N	Delhi
2251	N	Delhi
2255	N	Delhi
920	W	Dauphin
904	W	Dauphin
902	W	Dauphin
900	W	Dauphin

**RESOLUTION NO. 12202**

**RESOLUTION AUTHORIZING APPROVAL OF THE EXTENSION OF THE SECOND CHANCE PROGRAM MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, the Philadelphia Housing Authority ("PHA") entered into a Memorandum of Understanding ("MOU"), in 2017 with the United States Probation Office - Eastern District of Pennsylvania, ("USPO"); and

**WHEREAS**, PHA and USPO had previously entered into an MOU in 2013 as part of a pilot program to support the provision of Second Chance to returning citizens, as encouraged by the federal Second Chance for Ex-Offenders Act of 2009; and

**WHEREAS**, both parties continued to perform the respective services under the MOU in 2017 and both parties wish to continue providing housing opportunities to returning citizens; and

**WHEREAS**, PHA uses its MTW authority to support the implementation of the Second Chance HCV Program, which provided ten (10) tenant-based housing choice vouchers for returning citizens in good standing with the USPO; and

**WHEREAS**, the USPO offers returning citizens an opportunity to reduce their parole period by one year through participation in the Second Chance voucher program, with vouchers provided to each participant being valid for two years to assist the participant with securing rental housing in the private market; after the voucher has expired, it may be utilized by another participant in the USPO program; and

**WHEREAS**, in the extended MOU, PHA has agreed to add twenty (20) additional vouchers to the MOU for a total of thirty (30) tenant based Second Chance vouchers and USPO has agreed to the additional vouchers and confirmed they have pool of prospective participants and the staff capacity; and

**WHEREAS**, USPO and PHA mutually agreed to amend the MOU requiring that new participants must enroll in a financial literacy program and enroll in PHA's Housing Opportunity Program (HOP) for housing navigation services; and

**WHEREAS**, the thirty (30) vouchers will provide additional opportunities to returning citizens who greatly need the chance for stable and affordable housing on their return to self-sufficiency;

**BE IT RESOLVED**, that the PHA Board of Commissioners hereby approves the attached MOU, in substantially the form attached hereto, and authorizes the President & CEO and/or his authorized designee(s) to execute the MOU on behalf of PHA, as set forth above, and perform all reasonable and necessary actions related to performance of the MOU.

I hereby certify that this was  
APPROVED BY THE BOARD ON 3/17/2022  
  
ATTORNEY FOR PHA



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*MOU ATTACHMENT TO RESOLUTION re: SECOND CHANCE*

**MEMORANDUM OF  
UNDERSTANDING BY  
AND  
BETWEEN  
UNITED STATES PROBATION OFFICE  
EASTERN DISTRICT OF PENNSYLVANIA  
AND THE PHILADELPHIA HOUSING  
AUTHORITY 2022**

This **MEMORANDUM of UNDERSTANDING** (hereafter called the "MOU"), entered into by and between the United States Probation Office - Eastern District of Pennsylvania, ("USPO"), and the Philadelphia Housing Authority (hereafter referred to as, "PHA").

### **WITNESSETH**

**WHEREAS**, PHA. is a public body, corporate and politic, organized and existing as a public housing authority in accordance with the Housing Authorities Law of 1937, which appears at Title 35, § 1541 et seq., of the Pennsylvania Statutes; and

**WHEREAS**, the USPO, located at 600 Arch Street Suite 2400, Philadelphia PA 19106 is administered by the Federal District Court for the Eastern District of Pennsylvania; and;

**WHEREAS**, the mission of PHA is to provide safe, decent, and sanitary housing for persons of low income, in accordance with the United States Housing Act of 1937, as amended, which appears at Title 42, §1437 et seq., United States Code, and the Pennsylvania Housing Authorities Law of 1937; and

**WHEREAS**, the mission of USPO is to aid the reentry of ex-offenders into society by providing comprehensive and collaborative oversight by judges, prosecutors and defense attorneys, and by providing a variety social services to the program participants; and

**WHEREAS**, PHA and USPO had previously entered into an MOU in 2013 as part of a pilot program to support the provision of Second Chance to the ex-offenders as encouraged by the federal Second Chance for Ex-Offenders Act of 2009; and

**WHEREAS**, both parties continued to perform the respective services under the renewed MOU in 2017; and

**WHEREAS**, both parties wish to continue providing opportunities to ex-offenders holding vouchers if they cannot transition out of this program.

**NOW THEREFORE**, based upon the mutual promises, covenants, and conditions set forth herein, and agreeing to be bound hereby, USPO and PHA agree and commit to work closely on the following initiatives:

## **AGREEMENT**

**INCORPORATION.** The background set forth herein above is specifically made part of this MOU. The policy adopted by the PHA Board of Commissioners and procedures document for executing on the provisions of Tenant Based Housing Choice Vouchers as developed in collaboration between PHA's Housing Choice Voucher Program, USPO and the Supervision To Aide Reentry program are hereby incorporated into this agreement.

### **1. ACTIVITIES**

#### **A. Section 8 Tenant Based Vouchers**

In accordance with the policy adopted by the Board, PHA will provide thirty (30) Tenant Based Vouchers. The vouchers shall be used by participants of the federal Supervision to Aide Reentry program administered by the Eastern District of Pennsylvania. In accordance with the policy and procedures referenced herein, the vouchers provided to each participant shall be valid for two years. Once the voucher has expired, it may be utilized by another participant in the USPO program.

If participants are unable to transition off the program but remain in good standing, PHA may, in its discretion, offer additional housing opportunities in PHA's Housing Choice Voucher or Public Housing Program, based upon availability, and the extenuating circumstances of the participants housing situation.

#### **B. Resident Services Requirement**

PHA and USPO have agreed that participants must engage in resident services including enrollment in a financial literacy program and PHA's Housing Opportunity Program for housing counseling and navigation.

#### **C. Data Sharing**

USPO and PHA shall identify and share data on the voucher recipients, as permitted by law, which will ensure the effective management and administration of the collaboration in accordance with the program policy and procedures. Confidential Information shall not include information which (a) is or becomes generally available to the public through no breach of the Vendor or any Representative thereof, (b) was available to the Vendor on a non-confidential basis prior to its disclosure by PHA, or (c) becomes available to the Vendor on a non-confidential basis from a person who is not under a nondisclosure obligation to PHA. Unless otherwise agreed to in writing by PHA, the USPO agrees (a) to keep all Confidential Information confidential and not to disclose or reveal any Confidential Information to any person, and (b) not to disclose to any person any information about the services or any other facts relating thereto, or the fact that Confidential Information has been made available to the USPO or PHA, in each case other than to those of its representatives who are actively and directly participating in, or otherwise need to know for purposes of performing, the services under this MOU. Both parties agree to take the same steps to safeguard and protect the confidentiality of the Confidential Information as it takes with respect to its own confidential information. Both parties will cause its representatives to observe the terms of this MOU and will be responsible for any breach of its terms by its representatives. Unless otherwise agreed to in writing by PHA, the USPO agrees that it will use the Confidential Information only for purposes of performing

the services under this MOU. In the event that the either party is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any Confidential Information, the party will provide the other with prompt notice of such request or requirement. If either party hereto determines not to proceed with this MOU, or upon completion of the services, both parties will promptly deliver to the other all Confidential Information, including all copies, reproductions, summaries, compilations, third party analyses or extracts thereof or based thereon in its possession or in the possession of any Representative thereof.

## **2. AMENDMENTS**

This MOU may be amended by the President and Chief Executive Officer of PHA and USPO, through its authorized representative, in writing signed by both parties, contingent upon review and signature by USPO legal counsel and the PHA legal counsel. No oral representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto, unless incorporated in this agreement in the form of an amendment.

The invalidity or unenforceability of any one or more provisions of this MOU shall not affect the validity or enforceability of the remaining portions of this MOU, unless the invalidity or unenforceability would substantially deprive a party of the benefits of this MOU.

## **3. DISSOLUTION**

Either PHA or USPO may terminate this MOU by giving thirty (30) days' notice in writing, unless a shorter period of notice is mutually agreeable.

## **4. DUAL HOLD HARMLESS CLAUSE**

Each party to this MOU shall hold the other harmless from, and indemnify each other against, any and all third-party claims, demands and actions based upon or arising out of any activities performed by either party and its employees and agents, and shall, at the request of either party, defend any and all actions brought against either party based upon any such claims or demands.

## **5. TERM AND REVIEW OF MOU**

### **A. Term**

The term of this MOU will be from November 22, 2021 through November 21, 2025.

### **B. Extension of Term**

The parties may agree to extend the term of this MOU beyond 2025, and revise or amend the services outlined herein for up to two (2) additional one (1) year terms. If the parties choose to extend the MOU, the last date of the MOU will be either November 21, 2026 or November 21, 2027. Any such decision to extend the term of the MOU must be made in writing at least 30 days prior to the expiration date.

### **C. Expiration**

If the MOU expires and is not renewed, the affiliation between the parties will be dissolved as of the end of the then-current term.

**6. NOTICE**

Any notice require to be given hereunder shall be made by U.S. Registered Mail, return receipt requested, postage pre-paid, and shall be deemed to have been received on the date noted on the receipt returned to sender. Any such notice shall be addressed as follows:

**USPO:                    600 Arch St, Suite 2400**  
Philadelphia, PA 19106

**Philadelphia Housing Authority:**

2013 Ridge Ave  
Philadelphia, PA 19121  
Attention: Executive Office

With a copy to:

2013 Ridge Ave  
Philadelphia, PA 19121  
Attention: Office of the General Counsel

**7. CHOICE OF LAW**

This MOU is executed pursuant to and shall be construed under the laws of the Commonwealth of Pennsylvania. In the event that a dispute arises under this MOU that cannot be resolved by the parties, jurisdiction shall rest with a Pennsylvania tribunal of competent jurisdiction.

**8. CONFIDENTIALITY**

As part of this MOU, PHA and USPO may share data containing certain information including, but not limited to, information about staff, resident population, initiatives, business, operations, litigation, properties, financial condition, plans, intellectual property, trade secrets, technologies, processes, business relationships and/or vendors. All such information furnished, whether oral, written, or recorded/electronic, and regardless of the manner in which it is furnished, is referred to in this MOU as "Confidential Information." The term "Confidential Information" shall also include all reports, summaries, compilations, analyses, notes or other information prepared by the either party or its representatives that are based on contain or reflect any Confidential Information. Unless otherwise agreed to in writing by both parties agree (a) to keep all Confidential Information confidential and not to disclose or reveal any Confidential Information to any person, and (b) not to disclose to any person any information about the MOU or any other facts relating thereto, or the fact that Confidential Information has been made available to either parties representatives, in each case other than to those of its representatives who are actively and directly participating in, or otherwise need to know for purposes of performing, the MOU.

Both parties agree to take the same steps to safeguard and protect the confidentiality of the Confidential Information as it takes with respect to its own confidential information. Both parties will cause its representatives to observe the terms of this article of the MOU and will be responsible for any breach of its terms by its representatives.



Both parties agree that it will use the Confidential Information only for purposes of performing the MOU.

In the event that either party is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any Confidential Information, that party will provide the other party with prompt notice of such request or requirement.

Upon completion of the MOU, each party will promptly deliver to the other all Confidential Information, including all copies, reproductions, summaries, compilations, third party analyses or extracts thereof or based thereon in its possession or in the possession of any representative thereof.

IN WITNESS WHEREOF, the parties hereto, have cause this Memorandum of Understanding to be executed by their respective officers the date and year of the hereinabove mentioned.

**U.S. Probation—Eastern District of  
Pennsylvania**

**Philadelphia Housing Authority**

Jana G. Law,  
Chief U.S. Probation Officer  
Eastern District of PA

\_\_\_\_\_  
Kelvin A. Jeremiah, President and CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**RESOLUTION NO. 12203**

**RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN  
THE PHILADELPHIA HOUSING AUTHORITY AND THE RESIDENT ADVISORY  
BOARD FOR CALENDAR YEAR 2022**

**WHEREAS**, the Resident Advisory Board ("RAB") is the duly elected and recognized jurisdiction-wide resident council organization under 24 C.F.R § 964.105; and

**WHEREAS**, the Philadelphia Housing Authority ("PHA") and RAB, through its duly elected and jurisdiction-wide resident council members, would like to create a partnership that will support and encourage resident involvement in creating an enhanced living environment and the Moving to Work ("MTW") initiatives of PHA; and

**WHEREAS**, RAB is the representative body and advocates on behalf of the participating Resident Councils and residents of PHA; and

**WHEREAS**, under 24 C.F.R. § 964.150, funding to RAB for tenant participation activities ("TPA") for the current fiscal year is contingent on there being a written agreement between RAB and PHA, with the terms and conditions that are required under 24 C.F.R. § 964.150(b)(3) and which are reflected in the attached MOU; and

**WHEREAS**, this MOU will provide the structure for the formal relationship between PHA and RAB; and

**WHEREAS**, in addition to the TPA funding outlined in the MOU, of twelve dollars (\$12.00) per occupied unit, funding is sought in a not-to-exceed amount of eight hundred nine thousand one hundred sixty-nine dollars (\$809,169.00), to serve as compensation for expanded and/or additional initiatives, as outlined in the MOU and is the total of the four (4) budgets attached thereto, for the term of one year, with the opportunity for two (2) 1-year options; and

**WHEREAS**, these initiatives include 1) Development and Implementation of PHA's Resident Handbook; 2) a Resident Site Beautification Initiative; 3) a PHA Anti-Violence Initiative; and 4) an RAB "Creating Wealth" Incubator Pilot Program;

**BE IT RESOLVED**, that the PHA Board of Commissioners hereby approves the attached MOU, in substantially the form attached hereto, and authorizes the President & CEO or his authorized designee to execute the MOU on behalf of PHA.

I hereby certify that this was  
APPROVED BY THE BOARD ON 3/17/2022  
  
ATTORNEY FOR PHA



**MOU ATTACHMENT TO RAB AND PHA RESOLUTION**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE RESIDENT ADVISORY BOARD  
AND  
THE PHILADELPHIA HOUSING AUTHORITY**

Effective January 1, 2022

This Memorandum of Understanding ("MOU"), effective upon the date of the last signature of the signatories designated at the end of the MOU, is made by and between the Philadelphia Housing Authority ("PHA") and the Resident Advisory Board ("RAB"), through its duly elected and jurisdiction-wide resident council members, to create a partnership that will support and encourage resident involvement in creating an enhanced living environment and the Moving to Work ("MTW") initiatives of PHA.

**WHEREAS**, RAB is a jurisdiction-wide resident council, formally recognized by the PHA, with its mission being to improve the living conditions of public housing residents in Philadelphia by coordinating the efforts of public housing resident councils and enabling these groups to take action on issues and problems affecting public housing residents, including self-sufficiency; and

**WHEREAS**, the U.S. Department of Housing and Urban Development ("HUD") has determined that resident participation in the management and operation of public housing developments and self-sufficiency training programs, through a working partnership is necessary for the effective operation and viability of public housing and has prescribed, under 24 CFR § 964, that PHA create opportunities for meaningful resident input into plans, policies, procedures, actions and activities of PHA; and

**WHEREAS**, under the terms of this MOU, and in accordance with 24 CFR 24 § 964, RAB will coordinate efforts with PHA and take concerted action to resolve issues and problems to improve the quality of life of public housing residents by creating enhanced living environments; and

**WHEREAS**, HUD regulations require an executed MOU for RAB to be eligible to receive tenant participation funds, 24 CFR § 964.50(b)(3); and

**WHEREAS**, following the elections of the duly elected council members of RAB, which occur on a three (3) year cycle, RAB and PHA regularly update the elements of their partnership agreement, through an MOU; and

**WHEREAS**, on January 24, 2018, RAB held its election in accordance with the requirements of 24 CFR § 964, which election was the last one done at the time of this MOU, consistent with the flexibility guidance from the U.S. Department of Housing and Urban Development related to the COVID-19 pandemic and with the next election to be

scheduled as soon as safely and reasonable possible; and

**WHEREAS**, funding provided by PHA to RAB may only be made under a written agreement, which includes a budget, reflecting that all resident council expenditures will not conflict with the provisions of law and will promote service, efficiency, economy and stability in the operation of the local development (24 CFR § 964.150); and

**WHEREAS**, under the terms of this MOU, and in accordance with 24 CFR § 964, RAB will coordinate efforts with PHA and take concerted action to resolve issues and problems to improve the quality of life of public housing residents by creating enhanced living environments; and

**WHEREAS**, PHA and RAB, in order to comply with the applicable federal law and further their common goals, have herein detailed the basic components of their partnering agreement.

**NOW THEREFORE**, PHA and RAB do hereby agree as follows:

**1. RESPONSIBILITIES OF PHA**

PHA agrees to:

- A. Officially recognize RAB as the sole jurisdiction-wide representative of the residents it purports to represent, with the exception of any resident council that has declared in writing that it does not wish to be represented by the RAB, as long as RAB remains in compliance with the requirements of 24 CFR 964;
- B. Support RAB's eligible tenant participation activities, as set forth in the *Tenant Participation Association Procedures*, section 16, which are incorporated herein by reference;
- C. Perform an audit of RAB's finances and the books and records related to its use of funds and its performance under this MOU (see 24 CFR § 964.150), including, without limitation, the financial arrangement with anyone to whom RAB may delegate the discharge of any part of its obligations under this MOU; collaborate with RAB on how tenant participation activity funds will be expended;
- D. Provide appropriate guidance and/or technical assistance to resident councils, when requested, to assist them in developing, maintaining, and improving the living conditions at their respective locations;
- E. Provide in-kind support for RAB operations, as encouraged by HUD under 24 CFR § 964, including rent-free office space, office phone, office furniture; as well as meeting facilities (free of charge) after considering the impact of such usage on PHA and other interested parties. Use of these items and locations is subject to HUD regulations and nothing provided by PHA may be sublet without the express

written permission of PHA;

- F. Provide RAB with current information, through regularly scheduled meetings and PHA Board of Commissioners meetings, concerning PHA's MTW plans, housing policies, and protocols for tenant participation activities in housing operations, including community service and public housing family self-sufficiency;
- G. Use its best efforts to ensure open communications and regular meetings between PHA's management and RAB and to work on issues and planning;
- H. Comply with all applicable federal regulations, state, and local laws governing the conduct of PHA;
- I. Discuss and negotiate in good faith with RAB on any reasonably appropriate issues of mutual concern, including but not limited to, management and/or operation of public housing, training for residents of public housing, funding for tenant participation activities, organization and procedures of RAB, and any other matters or issues that arise that significantly affect the ability of PHA or RAB to perform their respective functions under applicable laws;
- J. Work with RAB to update the terms of this MOU every 3 years; and
- K. Compensate RAB a maximum of \$12.00 per occupied unit for duly elected resident councils represented by RAB (tenant participation funds). The obligation for PHA to pay is conditional on the RAB submitting its written budget for PHA's review and approval and on being in compliance with Section 2 subsections P, Q, S, and T of this MOU.

## **2. RESPONSIBILITIES OF THE RAB**

RAB agrees to:

- A. Submit a detailed written budget proposal for tenant participation funds for PHA's review and approval;
- B. Ensure that all RAB expenditures will be in accordance with applicable provisions of law and promote serviceability, efficiency, economy and stability in the operation of the local development (24 CFR §964.150(c));
- C. Hold frequent regularly scheduled meetings with the resident councils to ensure that residents have input and are aware and actively involved in related PHA management and MTW decisions, activities, and plans;
- D. Assist in designing a system to track and credit community service hours in compliance with HUD regulations (24 CFR § 960.603, General Requirements), including recommendations for monitoring volunteer

activities to assure that compliant community service meets the various needs of the residents, including safety, welfare, education, and self-sufficiency, based on career attitudes, opportunities, and interests;

- E. Promote strategic initiatives, based on program design and evidence-based performance, and encourage participation in programs, activities, committees, policies, and planning that improve the quality of life for public housing residents; promote self-sufficiency initiatives for an enhanced living environment for families of public housing, including MTW, rent collection, resident council technical assistance, and the allocation of tenant participation activity funds;
- F. Support the development of resident owned businesses through economic development partnerships;
- G. Encourage resident council leaders of represented resident councils, which are 501(c)(3) organizations, to obtain accounting training;
- H. Collaborate with PHA to assure maximum opportunities for skills training for public housing residents in all demographic populations;
- I. Organize, and provide technical assistance to resident councils in properties owned and operated by PHA and provide representation in public housing communities, including where residents are underrepresented;
- J. Hold a minimum of one meeting per quarter with each of the active resident councils, to, among other things, encourage each resident council to both remain active, and to comply with three-year election requirements;
- K. Endeavor to form partnerships with outside organizations, provided such relationships are complementary to the goals of PHA and RAB to support resident empowerment through community service and self-sufficiency initiatives of the MTW plan, as well as quality of life and safe and decent housing;
- L. Increase the capacity of resident councils to manage tasks, assign roles, maintain schedules, track resources, record efforts, and to report results of site-based initiatives and "Passion Projects;"
- M. Work with PHA to develop and promote a set of projects and goals for resident participation to improve quality of life. Themes include, but are not limited to, advocating resident use of electronic technology to increase participation in PHA communication; developing a social media information sharing strategy; utilizing the 5000 netbooks and neighborhood network centers; advocating healthy living and exploring implementation of smoke-free public housing; advocating energy conservation; and advocating resident empowerment and self-sufficiency initiatives;

- N. Assist PHA in areas of security, screening/occupancy, maintenance, operating budget, revitalization, relocation, community planning, and implementation of sustainability plans; discuss and negotiate in good faith with PHA on any issues that arise involving the management and/or operation of the public housing owned and operated by PHA that involves, inclusive of the tenant participation activity funding, the organization and procedures of RAB, and such other matters or issues that arise that affect the ability of the PHA or RAB to perform their respective functions under applicable laws; as per 24 CFR § 964.18 (a)(6);
- O. Monitor and encourage smooth resident council transitions post-election;
- P. Maintain financial records of all expenses associated with this agreement, and submit records to PHA for an annual audit by the 30th day of April for expenses incurred in the preceding fiscal year. The reports shall detail the funds disbursed and record the use of those funds in accordance with such practices and procedures as PHA deems to be adequate. The records shall, at a minimum, identify (i) each provider who delivers Tenant Participation Activity ("TPA") services, and (ii) state the date(s) and time(s) on which TPA services were delivered. The record shall also describe in detail all tangible items delivered, all instructions presented, and all services rendered by a TPA provider;
- Q. Provide, and cause each RAB subconsultant and/or subcontractor paid with PHA funds, if any, to provide access to PHA to any books, documents, papers, records and supporting documentation of RAB and such subconsultants and subcontractors that are directly pertinent to this MOU for the purpose of an audit. In order to permit the making of audit, RAB agrees to maintain all records and supporting materials for the use of the PHA funds for a period of three years following the later of (a) the end of the term of this MOU, or (b) such time as all other pending matters related to this MOU (including, without limitation, litigation, claims and appeals) are closed;
- R. Upon request, RAB shall provide a copy of its bylaws to PHA;
- S. RAB will prepare a semi-annual report and will draft a report to PHA, which will include expenditures, and activity reports. RAB will prepare an annual accomplishments report, which highlights the goals and achievements of the partnership between RAB and PHA as well as a final reconciliation of all financial transactions during the year. The TPA funding allocation per site will be set based on the number of occupied units at the site at the beginning of each contract for period; and
- T. RAB agrees to cooperate in any investigation or any inquiry by PHA or HUD in connection with this MOU, specifically the use of PHA funding by RAB and the RAB activities described in Section II (a) through Section II (v) above. The PHA Office of Audit and Compliance ("OAC") has the right to require

any person dealing with PHA to answer questions concerning such dealings, provided that such person is first advised that such testimony will be kept confidential to the extent allowed by law. PHA has the right to terminate the MOU or to take other appropriate action upon the refusal of any RAB Board Member to answer questions in relation to this MOU. In the event of a determination by OAC that PHA funding has intentionally or negligently been misappropriated by an Officer of RAB, PHA may suspend all or partial funding under this MOU until such time as the funds have been repaid. PHA may also require that the Officer be removed for cause as a condition of the continuation of funding.

**3. IN CONSIDERATION FOR ADDITIONAL COMPENSATION, THE RAB HAS AGREED TO PROVIDE THE FOLLOWING ADDITIONAL SERVICES BEYOND THE STANDARD RAB SERVICES TO PHA:**

**A. COMMUNITY OUTREACH, COMMUNITY EVENTS, AND ACTIVITIES**

1. Provide community outreach for programs and activities available to residents, through meetings, mass mailings, flyers radio announcements, PHA's community TV channel, newspaper, phone calls, door-to-door surveys, drawings, parties, community days, award ceremonies and any type of media event that encourages participation and involvement by residents.
2. Act on behalf of and interface with PHA's Resident Programs and Partnerships Department ("RPP") on all resident and community related activities. Copies of all documents will be maintained in a program booklet with copies provided to RPP.
3. In conjunction and with the approval of RPP, identify and initiate new community events and activities; work collaboratively with resident councils and PHA Communications Department to assist in the development of events, plans and assist in the coordination of resources; identify and develop partnerships to support events and event participation; and assist resident councils in the preparation and distribution of summary report to PHA.
4. Develop and establish a recruitment system to ensure that all eligible residents and program participants have access to all programs. and report same to PHA/RPP.
5. Assist in the design of a system to track and credit community service hours in compliance with HUD regulations (CFR 24 960.603 General Requirements), including recommendations for monitoring volunteer activities towards compliance with community service requirements and that meet the various needs of the residents, including safety, welfare, education, and self-sufficiency, based on career identification, opportunities, and interests.

**B. LEADERSHIP TRAINING, CAPACITY BUILDING AND TECHNICAL ASSISTANCE**



1. Develop and implement an annual planning process, which will include public and assisted housing resident leadership and community representatives, to identify service needs and gaps to establish service priorities. The planning process should include an evaluation system/process designed to measure accomplishments, achievement of overall and individual program goals and objectives. Provide recommendations for the retention, expansion or elimination of both specific programs and goals.
2. Sponsor a Resident Leadership training, at least annually, which focuses on education, capacity building, and major regulatory housing changes. Assist resident councils with organizational development to include post-election training:
  - a. Developing an organizational structure;
  - b. Define roles of officers;
  - c. Delegating responsibilities;
  - d. Creating and establishing committees;
  - e. Membership outreach;
  - f. Establishing goals;
  - g. Development of by-laws;
  - h. Writing minutes and maintaining records;
  - i. Interfacing with PHA and other organizations; and
  - j. Providing other assistance as required (i.e., post-election training if requested).
3. RAB shall assist resident councils in developing partnerships with the housing authority and the signing of the Memorandum of Understanding following each resident election. RAB shall work with resident councils in the development of cooperative and supportive partnerships that assist and/or improve the conditions at the development.
4. RAB will also work toward promotion of self-sufficiency activities by establishing itself or a subsidiary entity as a non-profit organization that are incorporated under Internal Revenue Service (IRS) 501 C-3 statutes; resident-owned businesses; site computer labs; and other like programs.
5. RAB will meet quarterly with resident councils to provide PHA updates on activities that impact residents' lives including, but not limited to: TPA, lease changes, community service, Section 3, community group presentations, town watch, after school programs, grant application information, etc.

**C. DEVELOPMENT AND IMPLEMENTATION OF PHA'S RESIDENT HANDBOOK**

1. The RAB and PHA shall work collaboratively to develop and implement a Resident Handbook that shall serve as a resource and training guide for PHA-assisted residents.

2. The RAB and PHA shall participate in and coordinate a training schedule and program based on the Resident Handbook referenced in Section 3.C.1. above.
3. PHA will print the Resident Handbook for distribution/circulation to residents.
4. PHA shall be responsible for the cost of printing and distribution of the Resident Handbook.
5. The RAB shall assist PHA with the distribution of the Resident Handbook to residents, upon request by PHA.

**D. RESIDENT SITE BEAUTIFICATION INITIATIVE**

The RAB, in collaboration with PHA, will establish a Site Beautification Initiative, which shall commence in FY 2023. The Site Beautification Initiative will initially focus on six (6) PHA sites.

1. RAB shall identify appropriate resident and/or resident councils to participate in the Resident Site Beautification Initiative, subject to PHA's review and approval.
2. RAB shall provide each resident participant in the Resident Beautification Initiative with a monthly stipend, as reflected in the budget attached hereto.
3. After the first year of the initiative, and based on an evaluation of the program's outcomes, the RAB will work with PHA to expand the Initiative to include all sites over the course of the remaining term of the MOU and identify resident leaders and councils to participate in the second phase.
4. RAB shall maintain appropriate records to document and/or verify selected residents' participation and service in the Resident Beautification Initiative. Such documentation shall include, but not limited to completed application of resident's participant, attendance records, evidence of service(s) performed, record of payment of stipend, etc.

**E. PHA ANTI-VIOLENCE INITIATIVE**

As part of the Philadelphia Roadmap to Safer Communities anti-violence strategy, PHA will contract with the RAB to deliver supportive services to individuals aged 16-34 living in PHA-supported housing who are highly at-risk of engaging in gun violence.

Program activities shall include connections to career and job training opportunities, peer-to-peer facilitated dialogue, mentoring and counseling sessions, and personal career mapping.

1. The RAB, with sub-contractors, will deliver services and programming to one hundred fifty (150) participants, from the group noted above, with the following goals:
  - (a) Consistently engage individuals who are highly at-risk for engaging in gun violence.
  - (b) Assist individuals with accessing educational and job training opportunities available through existing PHA programs.
  - (c) Address the personal and communal impact of unrecognized trauma and grief resulting from gun violence.
  - (d) Reduce the likelihood of retaliatory violence by engaging families after a shooting, particularly young adults 18-34.
  - (e) Support families of at-risk individuals and convene community-wide events
2. Conduct outreach to identify and engage those individuals who are most highly at-risk of participating in gun violence at each of the following five (5) sites:
  - (a) Bartram Village (5404 Gibson Drive, 19143);
  - (b) Strawberry Mansion Apartments (33<sup>rd</sup> & Berks) & Gordon Apartments (30<sup>th</sup> & West Gordon);
  - (c) Wilson Park (2500 Jackson Street, 19145);
  - (d) Raymond Rosen (2301 West Edgley Street); and
  - (e) Richard Allen (110 Poplar Street, 19123).

**F. RAB "CREATING WEALTH" INCUBATOR PILOT PROGRAM**

The Creating Wealth program is designed to provide ongoing resources and technical assistance to small business startups. PHA and RAB will recruit at least one cohort of residents (10-15) to participate in a Fellowship Program. PHA and the RAB agree as follows:

1. The RAB shall participate in and lead the RAB "Creating Wealth" Incubator Pilot Program "Creating Wealth."
2. PHA will provide communal workspace at its Workforce Development Center that will give participating residents space to work and develop concepts with support from RAB and PHA staff.

3. In collaboration with RAB, PHA will develop a strategy for providing support to residents, to include PHA's hiring a Small Business/Entrepreneurship Specialist to support RAB's creating Wealth Incubator. This position will work hand in hand with RAB around the development of the incubator and initiatives designed to support entrepreneurial activities.

4. **TERM OF AGREEMENT**

This MOU and any amendments hereto, shall be in effect from **January 1, 2022 until December 31, 2022**, with two (2) options for a one-year renewal upon the agreement of the parties. This MOU may be terminated if RAB does not remain a lawful and duly elected jurisdiction-wide resident council recognized by PHA.

5. **FUNDING**

- A. Consistent with HUD regulation 24 CFR § 964.105, RAB will be eligible to receive prorated funding in an amount of up to a maximum of **\$12.00 (Twelve Dollars)** per occupied unit for duly-elected resident councils represented by RAB, for services it performs as set forth above.

- B. Additionally, in consideration for the services referenced in Section 3 above, PHA agrees to pay RAB the amount reflected in the budget, attached hereto as Appendix 1, which shall be in addition to the TPA funding referenced in "A" in this section.

6. **OTHER DOCUMENTS AND AGREEMENTS**

This MOU sets forth the understanding upon which the parties hereto may execute other more specific documents and agreements necessary to implement the goal of increasing the participation of public housing residents in the management and operation of the facilities, worthy community service, and MTW plans.

7. **ACKNOWLEDGEMENT BY HUD**

This MOU shall be timely presented by PHA to HUD, to be acknowledged: (1) to demonstrate that HUD has been formally advised of the existence of an agreement between PHA and RAB; (2) to evidence that the MOU complies with the requirements set forth in 24 CFR § 964.18(10); and (3) to advise HUD that, effective as of the date of the last signature on the signature page, HUD is obligated to monitor the activities of the PHA and RAB to ensure that both parties operate within the requirements of the applicable federal regulations and that the partnership that this MOU seeks to establish operates effectively and efficiently to establish comprehensive family self-sufficiency programs in public housing consistent with PHA's MTW plan.

**8. APPROVALS AND COMPLIANCE WITH APPLICABLE LAW**

This MOU is subject to PHA and RAB, respectively, obtaining all necessary approvals for the execution of the MOU. Further, the ongoing viability of this MOU is subject to both parties' complying with all applicable laws in the implementation of this MOU.

**9. NOTICES**

Any notice or other communication, including a change of address or of the person to be notified, given under this MOU to a party will be in writing and will be sent to the attention of the Parties at the respective addresses set forth below:

**To PHA:** Philadelphia Housing Authority  
2013 Ridge Avenue  
Philadelphia, PA 19121  
Attn: President and CEO

**With a copy to:** Philadelphia Housing Authority  
Office of General Counsel  
2013 Ridge Avenue  
Philadelphia, PA 19121  
Attn: General Counsel

**To the RAB:** RAB Office  
5632 Walnut Street  
Philadelphia, PA 19139  
Attn: President

**10. RESOLUTION OF DISPUTES**

If disputes regarding funding decisions, including but not limited to the permissible uses of TPA funds under the 24 CFP § 964, arise between the parties, the parties shall attempt to resolve the matter. If the dispute cannot be resolved amicably, the parties agree that, in accordance with 24 CFR § 964.150(a)(3), the matter in dispute shall be referred to the HUD Field Office for intervention. The HUD Field Office may require the parties to undertake further negotiations to resolve the dispute. If no resolution is achieved within 90 days after the date of the HUD Field Office intervention, the HUD Field Office is required to refer the matter to HUD Headquarters for final resolution.

**11. TERMINATION OF AGREEMENT**

This MOU shall terminate immediately upon written notification from PHA to the RAB that PHA has withdrawn recognition of the RAB, consistent with 24 CFR § 964. After such termination, all obligations of the RAB to PHA under this MOU shall survive any such termination. If PHA withdraws recognition of the RAB for failing

to comply with the regulations set forth at 24 CFR § 964, the RAB hereby grants PHA an unconditional power of attorney over the bank account into which any PHA funds have been deposited.

**12. OTHER MOUs**

This MOU supersedes any other MOUs between the parties relating to the subject matter of this MOU that conflict with the terms of this MOU.

**PHILADELPHIA HOUSING AUTHORITY**

By: \_\_\_\_\_  
Kelvin A. Jeremiah  
Its: **President and CEO**

Date: \_\_\_\_\_

**RESIDENT ADVISORY BOARD**

By: \_\_\_\_\_  
Asia Coney  
Its: **President**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jacqueline McDowell  
Its: **Vice President**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Willie Wells  
Its: **Treasurer**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Marguerite Harris  
Its: **Correspondence Secretary**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Gladys Davis  
Its: **Recording Secretary**

Date: \_\_\_\_\_

APPENDIX 1

**RESIDENT ADVISORY BOARD  
YOUTH AMBASSADORS  
March, 2022**

**BUDGET: \$169,937**

**OPERATIONAL**

Administrative Fee/Misc. Expenses -10% 17,150.53

**Salaries:**

Program Manager (1 P/T) 36,612.00  
Clerk Typist (1 P/T) 30,600.00  
Fringes – 30% 20,163.60

**Stipends:**

Coordinator (3) Stipend \$200 month 7,200.00  
Youth Ambassadors (12) -Stipends @ \$100 month 14,400.00  
Youth Ambassadors -Team Leaders (3) Stipends @ \$150.00 month 5,400.00

**\$131,526.00**

**Operational Subtotal**

**PROGRAMMING EXPENSES**

Transportation – Septa Key Cards 22,491.00  
(Reload – weekly/monthly)

Program Support/Activities 15,920.00

**Programming Subtotal 38,411.00**

**TOTAL \$169,937.00**

**RESIDENT ADVISORY BOARD  
CREATING WEALTH INCUBATOR  
March, 2022**

**BUDGET: \$92,400.00**

**PROGRAM ADMINISTRATION**

Administrative Fee/Misc. Expenses – (10%)	9,080.00	
Salaries:		
2 P/T Administrative Assistant @ \$26,800.00	53,600.00	
Fringes (2) -30%	<u>15,900.00</u>	
<b>Program Administration Subtotal</b>		<b>78,580.00</b>

**PROGRAMMING EXPENSES**

Program Activities/Workshops/Guest Speakers –	8,000.00	
Resource library	3,000.00	
Supplies	<u>2,820.00</u>	
<b>Programming Subtotal</b>		<b>13,820.00</b>

**TOTAL** **\$92,400.00**



**RESIDENT ADVISORY BOARD**  
**SITE BEAUTIFICATION & HOUSEKEEPING INITIATIVE**  
**March, 2022**

**BUDGET: \$45,672**

**PROGRAM ADMINISTRATION**

RAB Oversight/Administrative Fee/Misc. Expenses -10%	4,152.00
<b>Program Stipends: 14 Residents</b>	
(2) Program Coordinators @ \$200/Month @ 12	4,800.00
(10) Beautification Ambassadors @ \$150.00/Month @ 12	18,000.00
(2) Housekeeping Ambassadors @ \$150.00/Month @ 12	3,600.00
<b>Program Admin. Subtotal</b>	<b><u>30,552.00</u></b>

**PROGRAMMING EXPENSES**

Transportation (i.e., Septa, gas, etc.)	<u>15,120.00</u>
<b>Total</b>	<b><u>\$45,672.00</u></b>

**8 Pilot Sites for Beautification Initiative:**

Raymond Rosen	Sharswood-Blumberg
Norris	Richard Allen
Spring Garden	Cassie Holley
Gordon Apartments	Oakdale Apartments

**RESIDENT ADVISORY BOARD**  
**ANTI-VIOLENCE INITIATIVE**  
**BUDGET: \$501,160**  
**April 1, 2022-March 31, 2023 (tentative)**

Category	Line item	Description	Projected budget	City Funded Portion	PHA Funded
	<b>Personnel Costs</b>				
<b>Personnel costs</b>	Program coordinator	Base salary	\$ 62,000.00	\$ 31,000.00	\$ 31,000.00
	Fringe benefits	Calculated at 30% of salary	\$ 18,600.00	\$ 9,300.00	\$ 9,300.00
	<i>Subtotal</i>		<b>\$ 80,600.00</b>	<b>\$ 40,300.00</b>	<b>\$ 40,300.00</b>
<b>Operating costs</b>	Participant support	Stipends offered to cover participant costs incurred (e.g. transportation) and participant time equivalent to \$1000 per participant per program cycle	\$ 100,000.00	\$ 50,000.00	\$ 50,000.00
	Program support activities	Printing, supplies, furniture, technology	\$ 19,000.00	\$ 9,500.00	\$ 9,500.00
	Outreach supplies	Flyers, social media collateral, etc	\$ 1,000.00	\$ 500.00	
	Refreshments	\$500 per site per month x 10 months	\$ 25,000.00	\$ 12,500.00	\$ 12,500.00
	Consultants/workshop facilitators	To be distributed to partners @ \$46,000 per site per program cycle	\$ 230,000.00	\$ 115,000.00	\$ 115,000.00
	<i>Subtotal</i>		<b>\$ 375,000.00</b>	<b>\$ 187,500.00</b>	<b>\$ 187,000.00</b>
	<i>Subtotal</i>		<b>\$ 375,000.00</b>	<b>\$ 315,500.00</b>	<b>\$ 315,500.00</b>
	<b>Administrative costs</b>	Indirect overhead	10% of total budget	\$ 45,560.00	\$ 22,780.00
<i>Total</i>		<b>\$ 501,160.00</b>	<b>\$ 250,580.00</b>	<b>\$ 250,580.00</b>	