

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY LAUREL, MISSISSIPPI AND THE LAUREL HOUSING
AUTHORITY**

(OWNER OCCUPIED REHABILITATION PROGRAM)

This Memorandum of Understanding (hereinafter referred to as “MOU”) is entered into on this day May 3, 2018, by and between the City of Laurel whose address is 401 N.5th Street, Laurel, MS 39440 (hereinafter referred to as the “City”), and the Laurel Housing Authority whose address is 701 Leontyne Price Boulevard, Laurel, MS 39442 (hereinafter referred to as “LHA”).

Whereas, as a part of furthering the goals of affordable housing, the LHA will use Federal Home Loan Bank Funds to rehabilitate owner occupied residential dwellings into compliance with applicable, locally adopted housing rehabilitation standards as well enhance existing homes that are already in compliance as well.

Whereas, to assist homeowners in minor repairs that can range from repairs and painting to substantial roof and structural renovations of homes located in the City of Laurel. Additionally, homeowner may make certain energy efficient upgrades to their home.

Whereas, many low-income and moderate homeowners do not have the financing to make certain repairs to their home;

Whereas, the City and LHA have joined together to establish the “Laurel Rehabilitation Program” to serve homeowners in the City of Laurel, Mississippi.

Whereas, the parties desire to enter into this MOU in order to set forth the understanding of the parties.

NOW THEREFORE, the City and LHA agree as follows:

1. **Incorporation of Preamble.** The recitals set forth above are true and correct and are incorporated herein and made a part of this MOU.

2. **Purpose.** The purpose of this MOU is to establish the terms under which the City and LHA will administer the Rehabilitation Housing Program to assist homeowners in minor repairs that can range from minor and painting to substantial roof and structural renovations of homes located in the City of Laurel. To serve low-income households below 80 percent of the median income for the City of Laurel, Mississippi.

3. **Term of MOU.** The term of this MOU commenced on May 3, 2018 and shall remain in effect until May 4th, 2020.

4. The LHA Through its Owner-Occupied Housing Rehabilitation Program, will assist owner-occupied households in bringing their home into compliance with the City of Laurel

EXHIBIT A

Building Code, its Housing and Rehabilitation standards, and HUD's minimum housing quality standards (HQS). As a part of this program, the City and LHA have formed the Housing Rehabilitation Program to specifically target and address low-income and moderate households to assist homeowners in home repairs that can range from minor repairs and painting to substantial roof and structural renovations of homes located in the City of Laurel.

The LHA responsibilities under this program are:

- Coordinate Intake of the Application
- Qualify individuals for the program including income qualification
- Ensure Eligibility requirements are met
- Conduct pre inspections with the City Inspector
- Prepare a work write-up for all repairs to be made to the housing unit as determined by the owner, Rehabilitation Coordinator and the City Inspector eligible under the rehabilitation program.
- Conduct post inspections with the City Inspector
- Make payments to the contractor for work completed
- Other actions deemed necessary under the guidelines of the rehabilitation program.

The City responsibilities under this program are:

- Identify homes that can benefit from the rehabilitation program in conjunction with the LHA.
- Waive all fees for building permits
- Prepare a work write-up for all repairs to be made to the housing unit as determined eligible under the housing rehabilitation program.
- Conduct pre inspections in conjunction with the LHA
- Conduct post inspections in conjunction with the LHA
- Provide a Certificate of Completion of the approved repairs to the LHA along with necessary supporting documentation.
- Other actions deemed necessary under the guidelines of the housing rehabilitation program.

6. **Payment.** Upon receipt of the City's Certificate of Completion of the repairs, LHA and the City Inspector will review the scope of work completed and will verify the work performed. If approved, LHA will then make payment to the Contractor. The amount not to exceed \$10,000.00 per housing unit. All rehabilitation funds will be held in a separate account by LHA until all funds approved by the FHLB are expended.

7. **Termination.** Either party may terminate this MOU with 30 days written notice.

8. **Purpose and Intent of the MOU.** This MOU is a good faith understanding of the intentions of the parties as of the date of its execution. The parties specifically acknowledge that this MOU is not a contract. Neither LHA, nor the City has given or received consideration in connection with or as result of this MOU.

9. General Provisions

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. **Entirety of Agreement.** This MOU constitutes the entire understanding between the parties.

10. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Date: May 3, 2018

Date: May 9, 2018

Signature:

Ailrick Young
Executive Director
Laurel Housing Authority

Signature: _____

Honorable Johnny Magee
Mayor
City of Laurel, Mississippi