# HOUSING OFFICE OF HOUSING AND LIVABLE COMMUNITIES

Vacant Unit Task Force

**Program Guidelines** 

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## **Purpose**

The Executive Office of Housing and Livable Communities (EOHLC) formed the Vacant Unit Turnover Task Force Program (VU Task Force) to assist struggling Local Housing Authorities (LHAs) and address unmanageable increases in vacant units due to: an influx of concurrent vacancies, temporary staffing shortages, severe weather events, or other operational shortfalls which have directly contributed to an inefficiency or breakdown in normal Local Housing Authority (LHA) functions.

The VU Task Force is a pilot program, competitively awarded by EOHLC, and comprised of experienced LHAs that have consistently demonstrated an ability to successfully manage multiple vacant units and quickly re-occupy them by:

- Providing experienced assessments of vacant units;
- Determining cost effective scopes of work;
- Organizing and scheduling staff and contractors;
- Disseminating expert knowledge that will lead to rapid re-occupancy;
- Possessing the operational bandwidth to provide regional support and resources.

The VU Task Force is *not* meant to take the place of routine vacant unit work<sup>1</sup> that would typically be considered manageable and within reasonable expectations of performance being exercised by LHA maintenance staff, on a day-to-day basis. While all LHAs are welcome to apply for assistance, the Host Housing Authority (HHA) will make the final determination on the need for assistance and prioritization of the response. LHAs are expected to engage on an LHA-to-LHA level, without EOHLC coordination. However, EOHLC will conduct general program oversight and be available to provide additional clarification and/or instructions.

<sup>&</sup>lt;sup>1</sup> Manageable LHA maintenance workload (to be determined by HHA and assessed based on: total unit count, staff capacity, condition of unit(s) and total number of concurrent vacancies) that encompasses typical LHA maintenance duties and scopes of work: such as painting, cleaning and minor repairs.

# **Program Objectives**

The primary objectives of the VU Task Force are to:

- Reduce vacancies and expedite re-occupancy in state-aided public housing across the Commonwealth of Massachusetts;
- Provide short-term workforce capacity and relief in response to staffing shortfalls, difficult turnovers, or sudden vacancy increases;
- Turnover vacant units to a high standard, while meeting all provisions of the MA State Sanitary Code and any other applicable codes or regulations;
- Leverage economy of scale by utilizing regional service contracts and bulk material procurements.

## **VU Task Force Scope of Services**

The VU Task Force will provide routine vacant unit turnover services to neighboring LHAs that, at the discretion of the HHA and VU Task Force, may entail small-scale associated capital work<sup>2</sup> and tenant selection assistance<sup>3</sup>, for the purpose of rapidly re-occupying the subject units. Due to the routine nature of this work, there is no expectation for design services (architectural/engineering) to inform qualifying turnovers.

Due to limited staffing capacity, it is critical that each HHA procure service contracts that will help offset and augment any staffing limitations and expedite vacancy turnover time.

The service contract language must contain language and provisions that establish a "service area". The service contract area will be determined by the HHA, require approval from EOHLC, and encompass all participating LHAs in the VU Task Force's established region.

It is recommended that each HHA procure service contracts in the following areas:

- Painting
- Custodial
- Flooring
- Electrical
- Plumbing
- Carpentry

Please note: Participating LHAs are financially responsible for ALL material, labor, and contract costs related to services rendered by the VU Task Force, using their *own* funding sources, such as: operating funds, formula funding and/or other qualifying capital awards.

<sup>&</sup>lt;sup>2</sup> i.e. Work that does not include major building components such as HVAC, roofing or structural elements and can be accomplished through force account or service contracts.

<sup>&</sup>lt;sup>3</sup> This could entail support with mailings, review of eligibility and qualifications, and offer letters.

#### The VU Task Force will:

- Ensure a signed Memorandum of Understanding (MOU) is in place;
- Develop an intake form which will be used to assess each unit,
- Determine the scope and cost of work for each vacant unit;
- Inform the LHA of the need to request a waiver if the unit is anticipated to exceed sixty (60) days vacant;
- Coordinate and schedule all contractors and VU Task Force staff deployments;
- Ensure all contractors and materials are procured according to applicable laws and regulations;
- Communicate consistently with the LHA on the projected schedule, necessary access, and availability of contractors and/or materials;
- Conduct vacant unit turnover work to a high standard, while expediting and prioritizing reoccupancy;
- Complete any minor capital work associated with the vacant unit turnover;
- Adhere to EOHLC Design Guidelines when selecting materials;
- Whenever practical, use low maintenance products that are consistent with existing LHA inventory and current maintenance practices;
- Provide, as necessary, general assistance with CHAMP and tenant selection and;
- Ensure the completed unit meets all requirements of the State Sanitary Code and any other applicable codes or regulations.

#### **Communication with LHAs**

- The HHA will notify all LHAs within their service region and inform them of their eligibility for the VU Task Force;
- The HHA will notify EOHLC upon distribution of this notice to participating LHAs and any proposed changes to the established service area and;
- The HHA and LHA must enter a <u>Memorandum of Understanding (MOU)</u> which outlines an agreement for services and authorizes the utilization of the VU Task Force.

### **LHA Responsibilities**

- Report all vacancies in EOHLC Vacancy System;
- Request waivers from EOHLC, as appropriate;
- Provide necessary access to the Vacant Unit VU Task Force;
- Comply with all VU Task Force requests for the acquisition of materials;
   Please note: substitution of materials will only be made after consultation with the VU Task Force;
- Comply with all VU Task Force scheduling requests;
- **Prompt Payment**---Failure to reimburse HHA within thirty (30) days of invoice could result in removal from the program and revocation of services.

# Reporting

The HHA will provide EOHLC with a monthly report that outlines:

- 1. Participating LHAs;
- 2. Number of vacant units being renovated at each participating LHA;
- 3. Unit number and development details;
- 4. Estimated cost per unit;
- 5. Current status of each unit: pending/underway/completed;
- 6. Estimated completion date for each unit, providing reasoning for any undue delay;
- 7. Total units renovated to date;
- 8. Invoices;
- 9. Payments.

#### **Contract Term**

EOHLC will pilot the VU Task Force for a period of approximately one (1) year, unless the contracts are extended, suspended, or terminated. EOHLC reserves the right to extend the contract for up to four (4) one-year options, for a total potential contract length of five (5) years, if all options are exercised.

These may be exercised at EOHLC's sole option and are subject to the availability of funding and satisfactory performance by the HHA and VU Task Force. EOHLC may also combine the one-year contract renewal terms.

EOHLC will review the program at the six (6) and twelve (12) month marks, and if successful, EOHLC may elect to issue a follow-up procurement for additional VU Task Force LHA hosts.

# **Conflict Resolution**

If either the LHA or HHA is dissatisfied with the other party's performance, they should attempt to resolve at the staff level by sharing specific concerns about performance and desired outcomes.

If informal resolution between the LHA and HHA is not effective, either party may proceed sequentially through the conflict resolution hierarchy, as described in the table below. To initiate a formal process for resolution, either party may send a **written** request to the appropriate contact, describing the problem and outline suggestions for resolution. Regardless of who initiates the request for resolution, the HHA Executive Director is responsible for arranging a meeting or phone conference within fifteen (15) business days, or as soon thereafter as reasonably possible, upon receipt of the written request.

In all situations, it is the responsibility of the HHA Executive Director to record the agreed upon resolution and transmit it by way of formal correspondence to the participating LHA.

Table of Formal Resolution Hiera		LHA Contact	HHA Contact	EOHLC Contact
Step 1	Formal Correspondence	Executive Director	HHA Executive Director	N/A
Step 2	Formal Correspondence	Executive Director, CC: Board Chair	HHA Executive Director, CC: Board Chair	EOHLC Director of Capital Planning

If the conflict cannot be resolved at the local level, the party that is dissatisfied should submit to EOHLC a written request, copying all parties described in Step 2 above. The request must include:

- Description of the problem;
- Actions taken to date;
- HHA's and/or LHA's previously proposed resolutions.

EOHLC will review the request within ten (10) business days and may contact the parties for more information. If EOHLC determines there are still reasonable options to resolve the problem, it will direct the parties to take specific actions. If EOHLC determines that the differences between the parties cannot be resolved, EOHLC may recommend termination of existing service agreements, termination of any Memorandum of Understanding, and/or revocation of future LHA participation in the VU Task Force program.

For questions about the Vacant Unit Task Force Program please contact:

# **Robert Garrett**

Director of Capital Planning
Bureau of Housing Development and Construction
Executive Office of Housing & Livable Communities (EOHLC)
robert.garrett@mass.gov | (m) 508-861-5509

# **Memorandum of Understanding**

# **Memorandum of Understanding**

#### **Between**

# **ABC Housing Authority**

#### And

# **Example Housing Authority**

This memorandum of understanding (MOU) is made and entered into by and between the ABC Housing Authority (ABC) and the Example Housing Authority (EHA), collectively "the parties."

WHEREAS, the ABC wishes to assist the EHA in completing the EHA backlog of vacant units and

WHEREAS, the EHA has limited staffing and wishes to partner with the ABC, which can assist EHA in the completion of various tasks necessary to complete their vacancies; and

WHEREAS, the provisions of <u>PHN 2025-07</u> EOHLC Vacancy Initiative 2.0 allow the parties to enter into this agreement for services relative to state properties;

NOW THEREFORE, the parties agree as follows:

# I. PURPOSE AND SCOPE

The ABC and EHA agree the ABC shall provide the following services to the EHA for current vacant units (see Vacant Unit List Attached) on the terms and conditions set forth herein:

- 1. Work order processing of current vacancies.
- 2. Maintenance completion of current vacancies.
- 3. Daily maintenance assistance between the hours of 8:00 AM and 4:30 PM for said vacancies.
- 4. Overtime maintenance assistance between the hours of 8:00 AM and 4:30 PM on weekend hours for said vacancies.

# II. RESPONSIBILITIES

The ABC will utilize the Vacant Unit List (attached) needing assistance from the EHA and will log them into our computer system. The ABC will track vacancies and provide weekly reports of open and completed vacancies. The ABC will notify the EHA when the vacancies are completed to schedule a walk-thru inspection with EHA. The ABC will alert EHA of any unforeseen condition requiring immediate attention.

The EHA will provide ABC with access to their properties for the purpose of performing maintenance work in vacant units and common areas. The EHA will also notify its residents in writing that the ABC, in accordance with this agreement are authorized to utilize maintenance personnel identified as ABC staff and they may perform maintenance services on or in EHA residential units or EHA property generally.

The parties may add additional vacant units to the original vacant list pending ABC staff availability and the approval of EOHLC, through the term of this agreement. The ABC may also provide consulting by phone or in-person and support from upper-level administrative staff including the Executive Director, Assistant Director, Facilities Manager, Modernization Director and RCAT Team, as appropriate.

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Fee schedule for ABC vacancy maintenance services:					

The ABC shall bill the EHA monthly for these services and shall provide an itemized invoice of the dates and times of service(s) provided, the amount of time spent at each unit, and materials costs (if any). All invoices shall be due and payable to the ABC within thirty (30) days of receipt. Invoices shall be emailed and/or mailed to the EHA Executive Director at <a href="mailed-ehaexecdirect@exampleha.org">ehaexecdirect@exampleha.org</a> or mailed to: 111 Example Street, Example, MA 02121.

#### IV. DESIGNATED REPRESENTATIVES

Except as otherwise provided in elsewhere in this MOU, the following individuals are designated as primary contacts for each party for purposes of this MOU:

Vacant Unit Work/Maintenance requests/information:

- For the ABC: Example Employee, <u>ABC@ABChousing.com</u>
- For the EHA: Example Director, ehaexecdirect@exampleha.org

For other issues related to this MOU:

- For the ABC: Example Director, <u>director@ABChousing.com</u>
- For the EHA: Example Director, ehaexecdirect@exampleha.org

# V. CONFLICT RESOLUTION

The EHA will work closely with the ABC, and each party will communicate any issues or concerns that need to be addressed, throughout the partnership agreement. The parties recognize that cooperation and clear communication is essential to the success of the activities undertaken in accordance with this MOU.

If either the EHA or ABC is dissatisfied with the other party's performance, they should attempt to resolve at the staff level by sharing specific concerns about performance and desired outcomes.

If informal resolution between the ABC and EHA is not effective, either party may proceed sequentially through the formal conflict resolution hierarchy, as described in the "EOHLC Vacant Unit Task Force Program Guidelines".

#### VI. LIABILITY, INSURANCE AND INDEMNIFICATION

Employees, servants or agents of the ABC performing services under this MOU shall not be deemed to be agents, servants or employees of the EHA for any purpose including but not limited to Worker's Compensation or unemployment insurance purposes.

The EHA shall be solely responsible to its tenants for any work performed by ABC employees, servants or agents pursuant to this MOU, and the EHA agrees to indemnify and hold harmless the ABC, its employees, servants and agents against any and all liability or claims arising from the negligent or willful acts or omissions of ABC or its employees, servants or agents relating to ABC's performance under this MOU.

#### VII. TERM AND TERMINATION CLAUSE

This MOU shall be in effect from "insert date" through "insert date", shall be reviewed by both parties on an annual basis and may be revised by written agreement executed by both parties. This agreement may be terminated by either party upon thirty (30) days written notice to the other party with said notice to be provided to the Executive Director of the terminating party and addressed to the Executive Director of the other party, via: director@ABChousing.com; ehaexecdirect@exampleha.org.

#### VIII. SEVERABILITY AND GOVERNING LAW

If any provision of this MOU is declared or found illegal, unenforceable or void, then both parties shall be relieved of all obligations under that provision.

The parties agree this MOU is entered into and shall be governed and construed under the laws of the Commonwealth of Massachusetts.

# IX. APPROVAL OF BOARDS OF COMMISSIONERS

By executing this document the Executive Directors of both the ABC and EHA signify that they have been authorized by their respective Boards of Commissioners to enter into this MOU.

# X. COUNTERPARTS

ABC Housing Authority

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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By:				
Example Director, Executive Director	DATE			
EHA Housing Authority				
By:				
Example Director, Executive Director	DATE			