
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION 8 MODERATE REHABILITATION PROGRAM

PART I

AGREEMENT TO ENTER HOUSING ASSISTANCE PAYMENTS CONTRACT

TABLE OF SECTIONS

1.1	PURPOSE OF AGREEMENT	1
1.2	SIGNIFICANT DATES	2
	A. Effective Date of Agreement	2
	B. Date of Commencement	2
	C. Date of Completion	2
	D. Execution of Contract	2
1.3	CONTENTS OF AGREEMENT	3
	A. Elements	3
	B. Applicability of Agreement Part II Provisions	4
1.4	HUD REQUIREMENTS	4
1.5	REHABILITATION PERIOD	5
	A. Timely Performance of Work	5
	B. Changes in Work	5
	C. Vacancies during Rent-up	5
	D. Limitation on Requiring Tenants to Move	6
	E. Inspections	6
1.6	WORK COMPLETION	7
	A. Date of Completion	7
	B. Compliance with Exhibit B	7
	C. Notice of Completion	7
	D. Evidence of Completion	7
	E. Cost and Rehabilitation Loan Certifications	8
	F. Review and Inspection	8
	G. Completion and Acceptance	8
	H. Acceptance Where Deficiencies Are Reported	9
	I. Notice of Nonacceptance	9
	J. Completion in Stages	9
1.7	ESTABLISHMENT OF INITIAL CONTRACT AND BASE RENTS	9
	A. Amount of Initial Contract Rent and Base Rent	9
	B. Adjustment to Compensate for Related Government Assistance	10

1.8	HOUSING ASSISTANCE PAYMENTS CONTRACT	10
	A. Time and Execution	10
	B. Completion in Stages	10
	C. Form of Contract	10
	D. Survival of Owner Obligations	11
1.9	PHA AND HUD ACCESS TO PREMISES AND OWNER RECORDS	11
1.10	RIGHTS OF HUD IF PHA DEFAULTS UNDER AGREEMENT	11
1.11	REMEDIES OF PHA FOR OWNER BREACH	11
	A. Nature of Breach	11
	B. Exercise of Remedies	12
	C. Remedies Not Exclusive and Non-Waiver of Remedies	12
1.12	CONFLICT OF INTEREST	12
	A. Interest of Members, Officers or Employees of PHA, Members of Local Governing Body, or Other Public Officials	12
	B. Disclosure	13
1.13	INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS	13
1.14	TRANSFER OF THE AGREEMENT, CONTRACT OR PROPERTY	13
	A. PHA Consent to Transfer	13
	B. Procedure for PHA Acceptance of Transferee	13
	C. Pledge of Contract As Security	14
1.15	DEBARMENT OR SUSPENSION	14
1.16	IMPROPER SELECTION OF UNITS	14
1.17	PHA AND OWNER RELATION TO THIRD PARTIES	14
	A. Selection and Performance of Contractor	14
	B. Injury Resulting from Rehabilitation	14
	C. Legal Relationship	15
	D. Exclusion of Third Party Claims	15
	E. Exclusion of Owner Claims Against HUD	15
1.18	NOTICES	15

1.19	NONDISCRIMINATION	15
	A. Compliance with Requirements Under The Fair Housing Act, Executive Order 11063 and Title VI	15
	B. Prohibition of Discrimination Based on Age or Handicap	15
	C. Minority and Women's Business Enterprises	16
	D. Employment Discrimination	16
	E. Cooperation in Equal Opportunity Compliance Reviews	16
1.20	NATIONAL ENVIRONMENTAL POLICY ACT	16
1.21	LOBBYING CERTIFICATIONS	16
	A. Use of Federally Appropriated Funds	16
	B. Use of Other Funds	17
	C. Inclusion of Certification Language in Award Documents	17
	D. Effect of Certification; Failure to Certify	17
1.22	ENTIRE AGREEMENT	17

Agreement/Contract Number: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM

SECTION 8 MODERATE REHABILITATION PROGRAM

PART I
AGREEMENT TO ENTER HOUSING ASSISTANCE PAYMENTS CONTRACT

This Agreement to Enter Into Housing Assistance Payments Contract ("Agreement") is entered into between the _____

_____, ("PHA"), and

_____, ("Owner").

1.1 PURPOSE OF AGREEMENT

- A. The PHA is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437 et seq.). The PHA and the Owner have entered this Agreement pursuant to the Section 8 Moderate Rehabilitation Program. The purpose of the program is to provide Section 8 rental assistance for lower income families ("families").
- B. Under this Agreement, the Owner agrees to rehabilitate dwelling units for occupancy by families. When the rehabilitation is completed by the Owner in accordance with this Agreement, the Owner and the PHA will enter into a Housing Assistance Payments Contract ("Contract"). The PHA will make housing assistance payments to the Owner in accordance with the Contract, for a unit under lease, in accordance with the U.S. Department of Housing and Urban Development ("HUD") requirements, by a family which is eligible for assistance under this program. Funds for housing assistance on behalf of eligible families are provided by HUD under an Annual Contributions Contract ("ACC") between HUD and the PHA.

PART I: AGREEMENT TO ENTER HOUSING ASSISTANCE PAYMENTS CONTRACT

1.2 SIGNIFICANT DATES

A. Effective Date of Agreement

This Agreement is effective on the date the Agreement is signed by the PHA.

[At the end of this Part I, enter the date the Agreement is signed by the PHA, in the space provided below the signature of the official who executes the Agreement for the PHA.]

B. Date of Commencement

The date for commencement of work is not later than _____ calendar days after the effective date of this Agreement.

C. Date of Completion

The date for completion of work and conditions for acceptance of all units is no later than _____.

[Enter the completion deadline.]

D. Execution of Contract

After the Owner has completed the work, and has satisfied all conditions for acceptance of the units, the Contract must be executed by the PHA and the Owner. The Contract must be executed no later than _____

[Enter the deadline for execution of the Contract by the PHA and the Owner.]

1.3 CONTENTS OF AGREEMENT

A. Elements

The Agreement consists of:

1. Part I and Part II of the Agreement. Part II is Form HUD 52538 B, dated November 1990.

2. The following exhibits:

Exhibit A. The approved Owner's proposal.

Exhibit B. The work write-up and rehabilitation cost estimate.

[The PHA may require that Exhibit B include specifications and plans for the rehabilitation.]

Exhibit C. Cost estimate for temporary relocation; Interest rate and term of loan.

Exhibit D. Identification of units (Contract Units), including number and size (number of bedrooms), address, and applicable initial rents (initial Contract and Base Rents).

Exhibit E. The Housing Assistance Payments Contract ("Contract") complete with respect to the Agreement/Contract number, the identification of the PHA and Owner, and the statement of services, maintenance and utilities to be provided by the Owner.

Exhibit F. The schedule of completion in stages, if applicable.

[Identify which units are included in each stage, including the number and sizes (number of bedrooms) of units, and the date of completion for each stage.]

Additional Exhibits: [Specify any additional exhibits, such as Davis-Bacon Wage Rate Schedule, if applicable, or statement of requirements concerning temporary relocation of tenants. If none, insert "None."]

B. Applicability of Agreement Part II Provisions

[Check appropriate boxes below.]

2.1 Training, Employment and Contracting Opportunities for Businesses and Lower-Income Persons

Section 2.1 applies if the total of Contract Rents for all Contract Units under the proposed Contract, over the maximum term of the Contract, is more than \$500,000 or \$2,778 per month.

☐ Applicable ☐ Not Applicable

2.2 Clean Air Act and Federal Water Pollution Control Act

Section 2.2 applies if the total of Contract Rents for all units under the proposed Contract, over the maximum term of the Contract, is more than \$100,000 or \$556 per month.

☐ Applicable ☐ Not Applicable

2.3 Federal Labor Standards Requirements

Section 2.3 applies if this Agreement covers nine or more units.

☐ Applicable ☐ Not Applicable

2.4 Flood Insurance

Section 2.4 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.

☐ Applicable ☐ Not Applicable

1.4 **HUD REQUIREMENTS**

- A. The Owner must comply with applicable HUD requirements, including any amendments of HUD requirements.
- B. The Agreement and Contract shall be interpreted and implemented in accordance with HUD requirements.

1.5 REHABILITATION PERIOD

A. Timely Performance of Work

1. The Owner must begin work no later than the date of commencement stated in this Agreement (Section 1.2.B), must diligently continue the work, and must complete the work, and the conditions for acceptance of units, by the completion date stated in this Agreement (Section 1.2.C).
2. The Owner must promptly report to the PHA the date work is commenced, and must furnish the PHA with progress reports when required by the PHA.
3. Where the Agreement provides for completion in stages, all work related to units included in each stage, and all conditions for acceptance of such units, must be completed by the stage completion date in Exhibit F. All work on all stages, and all conditions for acceptance of all stages, must be completed no later than the date of completion stated in Section 1.2.C.

B. Changes in Work

1. The Owner must obtain prior PHA approval for any change in the work specified in Exhibit B which would alter the design or quality of the work. The PHA is not required to approve any changes requested by the Owner. PHA approval of any changes may be conditioned on establishment of lower initial Contract Rents or Base Rents at the amounts determined by the PHA.
2. If the Owner makes any change in the work without prior PHA approval, the PHA may establish a lower Contract or Base Rent at the amount determined by the PHA.

C. Vacancies during Rent-up

At least sixty days before completion of the rehabilitation (where the Agreement provides for completion in stages, sixty days before completion of rehabilitation on each stage), the Owner must notify the PHA of any unit(s) expected to be vacant at the anticipated effective date of the Contract. The PHA must refer to the Owner eligible appropriately-sized families from the PHA waiting list. The Owner must promptly screen the families referred by the PHA, and must select tenants for vacant units from among the families referred by the PHA. When the Contract is executed, the Owner must notify the PHA which units are leased and which are vacant. The Owner is not entitled to housing assistance payments for vacancies during rent-up, as provided in the Contract, unless the Owner has complied with the requirements of this paragraph.

D. Limitation on Requiring Tenants to Move

1. The Owner agrees that during the period from submission of the Owner's proposal to the PHA until completion of the work pursuant to this Agreement, lawful residential tenants of the property (structure or complex) have not been and must not be required to move from the property except in accordance with the following:
 - a. Tenants may not be required to move permanently from the property unless the PHA has a HUD approved relocation strategy, and in accordance with such strategy and HUD requirements. The Owner must fulfill all Owner responsibilities pursuant to such strategy. The Owner must comply with any determinations by the PHA with respect to the Owner's responsibilities under such strategy. The Owner must provide relocation assistance in accordance with the regulations which implement the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
 - b. The Owner agrees that lawful residential tenants shall not be required to move temporarily from a structure or complex unless:
 - (1) The Owner has given the tenants advance written notice and appropriate advisory services.
 - (2) Decent, safe and sanitary temporary housing is available.
 - (3) The temporary relocation period will not exceed twelve months, and
 - (4) The Owner must reimburse the tenant for reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including moving costs to and from temporary housing and increases in monthly housing costs.
2. The requirements of paragraph D.1 only apply to lawful residential tenants (but not to owner-occupants or businesses) who commence occupancy after submission of the Owner's proposal to the PHA. However, these do not apply to such tenants if, the Owner gives the tenants adequate written notice, before they commence occupancy, of the possibility that the tenant may be required to move from the property, or whose tenancy is terminated for cause based upon a serious or repeated violation of material terms of the lease or occupancy agreement.

E. Inspections

The PHA has the right to inspect the work at any time to determine the progress and quality of the work. The PHA may inspect the work to ensure that work is proceeding on schedule, and is being accomplished in accordance with the requirements of this Agreement.

1.6 WORK COMPLETION

A. Date of Completion

1. No later than the date for completion stated in Section 1.2.C, the Owner must:
 - a. Complete the work for all units in accordance with Exhibit B, and
 - b. Satisfy all conditions for acceptance of the units under this section (including notice of completion required under paragraph C, submission of all evidence of completion required under paragraph D, and submission of the actual cost and rehabilitation loan certifications required under paragraph E).

B. Compliance with Exhibit B

The completed work must be in accordance with Exhibit B. The Owner is solely responsible for completion of the work.

C. Notice of Completion

The Owner must notify the PHA when the work is completed, and must submit to the PHA the evidence of completion and certifications described in paragraphs D and E of this section.

D. Evidence of Completion

When the work is completed, the Owner must submit the following to the PHA:

1. A certificate of occupancy and other official approvals as required by the locality.
2. A certification by the Owner that:
 - a. The work has been completed in accordance with the requirements of this Agreement;
 - b. There are no deficiencies in the work except for items of delayed completion which are minor or which are incomplete because of weather conditions and, in any case, do not preclude or affect occupancy;
 - c. The units are in good and tenantable condition;
 - d. The units have been rehabilitated in accordance with, and are in compliance with, applicable zoning, building, housing and other codes, ordinances or regulations, as modified by any waiver obtained from appropriate officials;

PART I: AGREEMENT TO ENTER HOUSING ASSISTANCE PAYMENTS CONTRACT

- e. The units are in accordance with the applicable HUD Housing Quality Standards for the program;
 - f. Any unit built before 1978 is in compliance with the applicable HUD Lead Based Paint Regulations; and
 - g. The units are eligible for inclusion under this program in accordance with program requirements.
3. If Labor Standards Requirements are applicable, the Owner must comply with Section 2.3.D of this Agreement.

E. Cost and Rehabilitation Loan Certifications

- 1. Before execution of the Contract, the Owner must submit to the PHA a certification of the costs incurred for the rehabilitation and any temporary relocation as well as a certification of the interest rate and term of the rehabilitation loan, if any. Where the Agreement provides for completion in stages, the Owner must provide these certifications before execution of the Contract with respect to the last stage, but in no event later than the date of completion specified in Section 1.2.C of the Agreement.
- 2. The Owner must certify that the amounts certified are the actual costs and interest rate and term. The PHA will review the certifications for completeness and accuracy and establish the initial Contract Rents after this review. However, the Owner certifications are subject to post-audit, and initial Contract Rents may be redetermined by the PHA after such post-audit.

F. Review and Inspection

- 1. After receipt of the evidence of completion, the PHA will review the evidence of completion for compliance with paragraph D of this section and, if applicable, Section 2.3.D of the Agreement.
- 2. A PHA representative will inspect the unit(s) to be assisted to determine whether the work has been completed in accordance with the Agreement. If the inspection discloses deficiencies, the inspector will report these with sufficient detail and information for purposes of paragraph H of this section.

G. Completion and Acceptance

If the PHA determines from the review and inspection that the work has been completed in accordance with the Agreement, and that the Owner has satisfied all conditions for acceptance of the units under the Agreement, the unit(s) must be accepted. The PHA may require the Owner to remedy any deficiencies prior to, and as a condition for, acceptance of the units.

H. Acceptance Where Deficiencies Are Reported

If the work is not acceptable, the following shall apply.

1. If there are any items of delayed completion which are minor items or which are incomplete because of weather conditions and in any case which do not preclude or affect occupancy, and all other requirements of the Agreement have been met, the unit(s) must be accepted. The Owner must deposit in escrow with the PHA funds in an amount the PHA determines to be sufficient to assure completion of the delayed items. The Owner must enter a written agreement with the PHA, in the form prescribed by the PHA, which specifies the schedule for completion of delayed items. If the Owner fails to deposit such escrow, or to execute such written agreement, or if items are not completed within the agreed time period, the PHA may terminate the Agreement or Contract or exercise other remedies available by law or under the Agreement or Contract.
2. If other deficiencies exist, the PHA must determine whether and to what extent the deficiencies are correctable, whether the unit(s) will be accepted after correction of deficiencies, and the requirements and procedures for such correction and acceptance. Furthermore, the PHA shall determine whether lower initial Contract or Base Rents shall be established. The PHA must notify the Owner of the PHA's decision.

I. Notice of Nonacceptance

If the PHA determines that, based on the review of the evidence of completion and inspection, any unit or units are not accepted, the Owner must be promptly notified of this decision and the reasons for the decision.

J. Completion in Stages

Where the Agreement provides for completion in stages, the procedures of this section apply to each stage.

1.7 **ESTABLISHMENT OF INITIAL CONTRACT AND BASE RENTS**

A. Amount of Initial Contract Rent and Base Rent

1. The Contract and Base Rents stated in Exhibit D will be the initial Contract and Base Rents specified in the Contract unless changes are made by the PHA in accordance with HUD requirements. The PHA may only approve establishment of higher initial Contract Rents or Base Rents because of changes during the rehabilitation period, and only to the extent consistent with HUD requirements.
2. The amounts of the initial Contract and Base Rents to be stated in the Contract are subject to post-audit and redetermination by the PHA. The initial Contract

PART I: AGREEMENT TO ENTER HOUSING ASSISTANCE PAYMENTS CONTRACT

Rent and Base Rent for each Contract Unit may not exceed the amounts authorized in accordance with HUD requirements. At any time, the PHA may correct any initial Contract or Base Rent which exceeds the amount authorized in accordance with HUD requirements. The PHA may recover any excess housing assistance payments resulting from the excess initial Contract or Base Rent. When the initial Contract or Base Rent for any unit would otherwise exceed the amount authorized in accordance with HUD requirements, the PHA will establish a lower initial Contract or Base Rent which is in accordance with such requirements.

B. Adjustment to Compensate for Related Government Assistance

The Owner must disclose to the PHA in accordance with HUD requirements information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the Contract Units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance. Housing assistance payments under the Contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the Contract Rent and housing assistance payments to the Owner to compensate in whole or in part for such related assistance.

1.8 HOUSING ASSISTANCE PAYMENTS CONTRACT

A. Time and Execution

Upon acceptance of the work by the PHA, and PHA approval of the cost and other certifications by the Owner under the Agreement, the Owner and the PHA must execute the Contract.

B. Completion in Stages

Where the Agreement provides for completion in stages, the number and size (number of bedrooms) of units in each stage, and the Contract and Base Rents for the units in each stage, must be separately shown in the Contract. When the PHA accepts the first stage, the Owner will execute the Contract and the signature block provided in the Contract for the stage. When the PHA accepts each subsequent stage, the Owner will execute the signature block provided in the Contract for such stage.

C. Form of Contract

The provisions of the Contract shall be as provided in Exhibit E of the Agreement. Before execution by the PHA or the Owner, all blanks in the Contract must be completed by the PHA.

D. Survival of Owner Obligations

Even after execution of the Contract, the Owner shall continue to be bound by all Owner obligations under the Agreement.

1.9 PHA AND HUD ACCESS TO PREMISES AND OWNER RECORDS

- A. The Owner must furnish any information pertinent to this Agreement as may reasonably be required from time to time by the PHA or HUD.
- B. The Owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner to the extent necessary to determine compliance with this Contract, including the verification of information pertinent to the housing assistance payments.

1.10 RIGHTS OF HUD IF PHA DEFAULTS UNDER AGREEMENT

If HUD determines that the PHA has failed to comply with this Agreement, or has failed to take appropriate action, to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the Agreement, HUD may assume the PHA's rights and obligations under the Agreement, and may perform the obligations and enforce the rights of the PHA under the Agreement. HUD will, if it determines that the Owner is not in default, pay Annual Contributions for the purpose of making housing assistance payments with respect with to the Contract Units for the duration of the Contract.

1.11 REMEDIES OF PHA FOR OWNER BREACH

A. Nature of Breach

Any of the following is a breach of the Owner's obligations under this Agreement:

- 1. The Owner has failed to comply with any provision of, or obligation under, this Agreement, the Contract, or any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
- 2. The Owner has committed any fraud in connection with the Agreement or the Contract, or has committed fraud in connection with any Federal housing assistance program.
- 3. For projects with mortgages insured or coinsured by HUD or loans made by HUD, the Owner has violated the regulations for the applicable mortgage insurance, coinsurance or loan program, the mortgage or mortgage note, or the Regulatory Agreement, or the Owner has filed any false statement with HUD in connection with the mortgage, coinsurance or loan.

B. Exercise of Remedies

1. If the PHA determines that a breach by the Owner has occurred, the PHA may exercise any of its remedies for breach of the Agreement, including any remedies available by law or under the Agreement.
2. The PHA must notify the Owner in writing of such determination, including a brief statement of the reasons for the determination. The PHA notice may require the Owner to take corrective action as determined by the PHA, by a time prescribed in the notice.
3. If the PHA determines that the Owner has failed to perform any of the Owner's obligations under this Agreement, including failure to complete the work or other conditions for acceptance of units on time in accordance with the Agreement, the PHA may exercise any of the following remedies (in addition to any other remedies available by law or under this Agreement):
 - a. The PHA may terminate the Agreement.
 - b. The PHA may decline to execute the Contract for some or all of the units.

C. Remedies Not Exclusive and Non-Waiver of Remedies

The PHA's exercise or non-exercise of any remedy for Owner breach of this Agreement is not a waiver of the right to exercise that or any other right or remedy at any time.

1.12 **CONFLICT OF INTEREST**

A. Interest of Members, Officers or Employees of PHA, Members of Local Governing Body, or Other Public Officials

No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the Section 8 Program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to the Section 8 Program, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or the Contract or in any proceeds or benefits arising from the Agreement or Contract. This provision may be waived by HUD for good cause.

B. Disclosure

The Owner warrants that the Owner has disclosed to the PHA:

1. The identity of the Owner, developer, builder, architect, management agent (and other participants) and the names of officers and principal members, shareholders, investors, and other parties having a substantial interest in the Agreement or the Contract or in any proceeds or benefits arising from the Agreement or Contract.
2. The previous participation of each of these parties in HUD programs on the prescribed HUD form; and
3. Any possible conflict of interest by any of these parties that would be a violation of the Agreement or the Contract.

The Owner must fully and promptly update such disclosures.

1.13 **INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS**

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of the Agreement or to any benefits which may arise from the Agreement.

1.14 **TRANSFER OF THE AGREEMENT, CONTRACT OR PROPERTY**

A. PHA Consent to Transfer

The Owner agrees that the Owner has not made and will not make any transfer in any form, including any sale or assignment, of the Agreement or the Contract or the property without the prior written consent of the PHA. A change in ownership in the Owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

B. Procedure for PHA Acceptance of Transferee

Where the Owner requests the consent of the PHA for a transfer in any form, including any sale or assignment, of this Agreement or the Contract or the property, the PHA must consent to a transfer of the Agreement or Contract pursuant to Paragraph A of this section if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and Contract, and if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be no more restrictive than for initial acceptance of any Owner under the Program at the time of the Owner's request.

C. Pledge of Contract As Security

If the Owner is proposing to pledge the Agreement or HAP Contract as security for financing, the Owner must submit the financing documents to the PHA for approval. In determining the approvability of a pledge arrangement, the PHA must review the documents submitted by the Owner to ensure that the financing documents do not purport to modify the Agreement or Contract, and do not contain any requirements inconsistent with the Agreement or Contract. Any pledge of the Agreement or Contract must be limited to amounts payable under the Contract in accordance with the terms of the Contract.

1.15 DEBARMENT OR SUSPENSION

The Owner must comply with and is subject to the requirements of 24 CFR Part 24, concerning debarment, suspension and limited denial of participation.

1.16 IMPROPER SELECTION OF UNITS

This Agreement can be terminated upon at least thirty days written notice to the Owner by the PHA or HUD if the PHA or HUD determines that the Contract Units were not eligible for selection in conformity with HUD requirements.

1.17 PHA AND OWNER RELATION TO THIRD PARTIES

A. Selection and Performance of Contractor

1. The PHA has not assumed any responsibility or liability to the Owner or any other party for the performance of any contractor, subcontractor or supplier, whether or not listed by the PHA as a qualified contractor or supplier under the Program. The selection of a rehabilitation contractor, subcontractor or supplier for performance of the work is the sole responsibility of the Owner.
2. The Owner must require from each prospective contractor a certification that neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contracts by the Comptroller General or any Federal department or agency. The Owner must not award contracts to, otherwise engage the services of, or fund any contractor that does not provide this certification.

B. Injury Resulting from Rehabilitation

The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing rehabilitation, injured as a result of the rehabilitation or as a result of other action or failure to act by the Owner, or any contractor, subcontractor or supplier.

C. Legal Relationship

The Owner is not the agent of the PHA, and this Agreement does not create or affect any relationship between the PHA and the lender or any suppliers, employees, contractors or subcontractors used by the Owner in the implementation of the Agreement.

D. Exclusion of Third Party Claims

Nothing in this Agreement shall be construed as creating any right of any third party (other than HUD) to enforce any provision of the Agreement, or to assert any claim against HUD, the PHA or the Owner under the Agreement.

E. Exclusion of Owner Claims Against HUD

Nothing in the Agreement shall be construed as creating any right of the Owner to assert any claim against HUD.

1.18 NOTICES

Where the Owner is required to give any notice to the PHA in connection with this Agreement, such notice must be in writing, and must be given in the manner designated by the PHA.

1.19 NONDISCRIMINATION

A. Compliance with Requirements Under
The Fair Housing Act, Executive Order 11063 and Title VI

In carrying out this Agreement, the Owner must comply with:

1. The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100.
2. Executive Order No. 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107.
3. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR Part 1.

B. Prohibition of Discrimination Based on Age or Handicap

In carrying out this Contract, the Owner must comply with:

1. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146.

2. The prohibitions against discrimination against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8.

C. Minority and Women's Business Enterprises

In carrying out this Contract, the Owner must comply with the requirements of Executive Order Nos. 11625, 12432 and 12138

D. Employment Discrimination

In carrying out this Contract, the Owner must comply with the requirements of Executive Order No. 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60.

E. Cooperation in Equal Opportunity Compliance Reviews

The PHA and the Owner must cooperate with HUD in conducting monitoring and compliance reviews and complaint investigations pursuant to all applicable civil rights statutes and regulations, Executive Orders, and all civil rights related program requirements.

1.20 NATIONAL ENVIRONMENTAL POLICY ACT

The Owner must comply with all applicable requirements under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and HUD regulation at 24 CFR Part 50, including related environmental laws, Executive Orders and HUD standards.

1.21 LOBBYING CERTIFICATIONS

A. Use of Federally Appropriated Funds

The Owner hereby assures and certifies that:

No Federally appropriated funds have been paid or will be paid, by or on behalf of the Owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. Use of Other Funds

If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Owner must complete and submit standard form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. Inclusion of Certification Language in Award Documents

The Owner must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

D. Effect of Certification; Failure to Certify

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and of more than \$100,000 for each civil failure.

1.22 ENTIRE AGREEMENT

This Agreement, including the exhibits, is the entire agreement between the PHA and the Owner. No changes may be made except in writing signed by both the Owner and the PHA.

PART I: AGREEMENT TO ENTER HOUSING ASSISTANCE PAYMENTS CONTRACT

PHA

Name of Public Housing Agency

By

Signature

Print Name

Date

Title

Owner

By

Signature

Print Name

Date

Title

Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.