

**County of El Dorado**  
**Chief Administrative Office**  
**Procurement and Contracts Division**  
solicitation on behalf of the

**Health and Human Services Agency**  
**Public Housing Authority**



**Request for Proposal**  
**#21-918-009**

for

**Project-Based Veterans Affairs Supportive Housing (VASH) Vouchers**

**Submittal Deadline:**

**June 11, 2021, not later than 3:00 PM (PST)**

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- A El Dorado County Fair Market Rents
- B Owner/Developer Proposal for the Project-Based Voucher Program
- C Certification of Equal Opportunity
- D Disclosure of Lobbying Activities
- E HUD Form 50071: Certification of Payments to Influence Federal Transactions
- F HUD Form 2992: Certification Regarding Debarment and Suspension
- G HUD Form 2880: Applicant/Recipient Disclosure/Update Report
- H Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- I Uniform Relocation Act Certification
- J Certification of Permissive Zoning
- K Owner's Certification of Participation in the Low Income Housing Tax Credit Program
- L HUD Form 2991: Certification of Consistency with the Consolidated Plan
- M Design Architect's Certification
- N Certification of Census Tract
- O HUD Form 52667: Utility Allowance 2020 Calculation Worksheets for the Western Slope and South Lake Tahoe
- P Evaluation Scoring Matrix
- Q HUD Form 52531A & B: Sample Housing Assistance Payment (HAP) Agreement\*

\*The attached Sample Agreement for Services is for reference only. Other terms and conditions may apply based on the types of services and funding involved.

## 1.0 INTRODUCTION

By way of this Request for Proposals (RFP), the Project-Based Voucher (PBV) Program encourages property Owners to make rental housing available to lower income individuals and their families at rents within Section 8 Fair Market Rents. The County of El Dorado Public Housing Authority (PHA) is soliciting proposals for the purpose of selecting a qualified property Owner or Developer (also referred to as Owner, Developer, or Proposer), who is willing to make rental housing available to low income individuals and their families, where the qualified individual is a homeless veteran of the United States Armed Forces receiving case management and clinical services provided by the Department of Veteran Affairs (VA). Low income individuals who will be housed through these Project-Based Vouchers will all have incomes at levels up to fifty percent (50%) of the area median income.

The County of El Dorado (County) is an equal opportunity employer (EOE). All individuals are encouraged to participate. County will not discriminate against any individual because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, or sexual orientation.

For the purposes of this RFP, the following definitions for Property Owner or Property Developer shall apply: Property Owner is defined as the individual or company that has Owner's rights to the property such as a block of land or building. The property Owner is responsible for the payment of any rates and taxes that arise. Evidence the Proposer meets this definition may include a property deed, tax record, or other legal document establishing legal ownership. Property Developer is defined as an organization with an established, licensed business and a demonstrable history of purchasing real estate for the purposes of renovation and/or development. Evidence the Proposer meets this definition may include legal documents that establish both the licensure of the organization as well as prior experience demonstrating property development projects.

Property Owners and Developers may apply for PBVs for existing, substantially rehabilitated, or newly constructed units. Preference will be given to existing projects that are ready to execute a Housing Assistance Payment (HAP) Contract. Eligible Projects must be located within El Dorado County, with at least two (2) of the ten (10) vouchers available being awarded to a property Owner/Developer located in the South Lake Tahoe Basin. Property Owners must apply for at least one (1) unit, but may apply for up to ten (10) units if two (2) are located in South Lake Tahoe and the balance of units are located on the Western Slope of El Dorado County.

This RFP includes a description of the evaluation and selection process, Scope of Work, proposal requirements, and insurance requirements.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued and posted at: <http://edcapps.edcgov.us/contracts/invite.asp>. Any amendment to this RFP is valid only if in writing and issued by County, Procurement and Contracts Division. Verbal conversations or agreements with any officer, agent, or employee of County that modify any terms or obligations of this RFP are invalid.

All interpretation or corrections, as well as any additional RFP provisions that County may decide to include, will be made only as an official addendum that will be posted to County's website and it shall be the Proposer's responsibility to ensure they have received all addendums before submitting a proposal. Any addendum issued by County shall become part of the RFP and will be incorporated into the proposal.

County will not be bound by oral responses or inquiries or written responses other than written addenda.

## **2.0 SCOPE OF WORK**

### **2.1 Project Based Voucher – HUD Requirements**

Project Based Vouchers (PBV) exist as part of a program developed by the US Department of Housing and Urban Development (HUD). Under the PBV Program framework, the PHA enters into an assistance contract with the Owner of specified rental units, for a specified term (up to twenty [20] years for the initial term) subject to funding availability. Assistance or subsidy is provided while eligible families occupy the rental housing units and the unit meets other program standards. The subsidy cannot be moved to other units in the complex except as allowed under regulation. To fill vacant project-based units, the PHA refers individuals from a waiting list of individuals who meet the eligibility requirements to the Owner as required under legislation; the waiting list for these specific PBVs will be derived from clients who are homeless U.S. military veterans receiving case management and clinical services provided by the Veteran Affairs Northern California Health Care System. The eligibility of these individuals and connections to the project are determined through the VA and PHA in partnership with the Coordinated Entry System (CES), which connects those in need of housing with housing resources and complimentary services within County. The PHA subsidy standards determine the appropriate unit size for the family size and composition.

PBV assistance may be authorized for newly constructed units, rehabilitated housing, or for existing housing (existing units that essentially comply with housing quality standards). The scoring criterion for this RFP gives preference for proposals for existing units. However, proposals for new construction and units needing rehabilitation will also be accepted. To be considered for rehabilitated housing, the project must need more than one building system

replaced or must be expending more than \$25,000 per unit for the proposed project-based voucher units. Preference will be given to projects that can be leased-up prior to December 31, 2021. Owners of existing units will be expected to sign the HAP contract within two (2) months from the date of the inspection that found the units in compliance with the Housing Quality Standards (HQS). All proposals submitted for PHA units must be approved by HUD, or an independent entity selected by HUD.

## **2.2 Site and Neighborhood Standards:**

Consistent with 24 CFR 983.57(d), existing and rehabilitated housing must meet the following site and neighborhood standards:

- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site. For the purposes of meeting this requirement, the existence of a private disposal system and private sanitary water supply for the site, approved in accordance with the law, may be considered adequate utilities;
- Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting of largely unassisted, standard housing of similar market rents; and
- Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive.

Similar, but not identical standards apply to newly constructed units and neighborhoods. Newly constructed units must:

- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity, and streets must be available to service the site;
- Not be located in a racially mixed area if the project will cause significant increase in the proportion of minority to non-minority residents in the area, and only located in an area of minority concentration when:
  - Sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration; or
  - The project is necessary to meet overriding housing needs that cannot be met in the housing market area (see 24 CFR 983.57(e)(3)(iii, iv, and v) for additional guidance).

- Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions pre-dominate, unless there is actively, in-progress, a concentrated program to remedy the undesirable conditions;
- Be accessible to social, recreational, educational, commercial, and health facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents; and
- Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive.

As of January 19, 2017, new construction or rehabilitation projects funded under this RFP must have broadband infrastructure. More information can be found in the Federal Register / Vol. 81, No. 244 / Tuesday, December 20, 2016 on page 92,626.

Housing units and/or projects that are **NOT eligible for PBV assistance** include:

- Shared housing;
- Units on the ground of a penal, reformatory, medical, mental, or similar public or private institution;
- Nursing homes or facilities providing continuous psychiatric, medical, nursing service, board and care, or intermediate care (assistance may be approved for a dwelling unit in an assisted living facility that provides home health care service such as nursing and therapy for residents of the housing);
- Units owned or controlled by an educational institution or its affiliate and designed for occupancy by students of the institution;
- Manufactured homes;
- Transitional housing;
- Owner-occupied housing;
- Units occupied by an ineligible family;
- Units for which construction or rehabilitation has commenced after proposal submission and prior to execution of the Agreement to enter into a Housing Assistance Payments Contract; or
- Subsidized housing types determined ineligible in accordance with HUD regulations.

The number of PBV assisted units in the project cannot exceed twenty-five percent (25%) of the total number of dwelling units in the project, except as provided by regulation. Exceptions include units in a building that are specifically

made available for qualifying families that are elderly or that are eligible to receive specific supportive services that are available to all families.

Sites selected for PBV assistance must be:

- Consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities;
- In full compliance with the applicable laws regarding non-discrimination and accessibility requirements;
- Meet Housing Quality Standards (HQS) site standards; and
- Must meet HUD regulations for site and neighborhood standards.

### **2.3 Specifications**

Activities under the PBV program are subject to HUD environmental regulations and are subject to review under the National Environmental Policy Act (NEPA) by local authorities for new construction as outlined in Title 24 of the Code of Federal Regulations (CFR), Subtitle B, Chapter IX, Part 983, Subpart B, Section 53 (24 CFR 983.53).

When newly constructed housing sites or ones requiring substantial rehabilitation are selected for PBV assistance, the Owner must agree to develop the contract units to comply with HQS. The Owner and the Owner's contractors and subcontractors must comply with all applicable State and federal labor relations laws and regulations, federal equal opportunity requirements, and HUD's implementing regulations.

The PHA will enter into a Housing Assistance Payments (HAP) contract with the Owner for any sites selected and approved for PBV assistance. The PHA will make housing assistance payments to the Owner in accordance with the HAP contract for those contract units leased and occupied by eligible families during the HAP contract terms.

Prior to entering into a HAP contract for a selected newly constructed or rehabilitated unit, the PHA will enter into an "Agreement to Enter into a Housing Assistance Payments" (AHAP) contract. A sample Housing Assistance Payment (HAP) Agreement is attached as "Attachment Q."

The PHA will, at its discretion attach project-based vouchers under this RFP up to ten (10) PBV units (over multiple sites) with a minimum of one unit and a maximum of ten (10) units; two (2) of the ten (10) vouchers awarded will be located in the greater South Lake Tahoe Basin, regardless of score/ranking. The PHA will only enter into HAPs or AHAPs for up to the number of units that can be supported by the PHA's funding from HUD. If an Owner is not in a position to promptly execute a HAP or AHAP upon award selection, the PHA may opt to select another Owner who is ready for contract execution. "Promptly" is defined

by the PHA's Administrative Plan, Chapter 17, under the section entitled "Execution of the HAP Contract", in accordance with 24 CFR 983.204, and is determined based on whether the housing is existing or rehabilitated/newly constructed.

While maintaining the responsibility for administering the PBVs, the PHA has no responsibility or liability to the Owner or any other person for the family's behavior or suitability for tenancy. The Owner is responsible for screening and selection of the family referred by PHA to occupy the Owner's unit based on their tenancy histories. At least seventy-five percent (75%) of the families approved for PBV tenancy per contract shall be families whose annual income does not exceed thirty percent (30%) of the median income for this area as determined by HUD and as adjusted by family size.

During the course of the tenant's residency, the Owner may not terminate the lease without good cause. "Good cause" does not include a business or economic reason or desire to use the unit for an individual, family, or non-residential purpose. The lease must provide for automatic renewal after the initial term of the lease.

The amount of the rent to Owner is determined in accordance with HUD regulations. Except for certain tax credit units, the rent to Owner must not exceed the lowest of:

- An amount determined by PHA, not to exceed one hundred and ten percent (110%) of the applicable fair market rent (FMR) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the Owner.

Current local Fair Market Rents for determining rents are attached as "Attachment A."

The utility allowance must be calculated into the rent for PBV units. The current utility allowance tables can be viewed in Attachment "O," which provides Utility Allowance Information for 2020, on both the West Slope of El Dorado County and the South Lake Tahoe Basin.

The total rent to the Owner for PBV assisted units consists of the tenant rent (the portion of the rent to Owner paid by the family) and the rental assistance paid by PHA in accordance with the contract with the Owner. The PHA determines the tenant rent in accordance with HUD requirements.

The rules and requirements for the PBV Program are included in PHA's "Administrative Plan" which can be found on the PHA's website

[https://www.edcgov.us/Government/HumanServices/Housing/Pages/public\\_housing\\_authority.aspx](https://www.edcgov.us/Government/HumanServices/Housing/Pages/public_housing_authority.aspx).

### **2.3 Other Considerations**

As the PBVs made available through this solicitation are a part of the HUD framework, the vouchers are subject to HUD requirements and regulations specific to PBVs, which can be found in 24 CFR 983.

Before selecting a PBV proposal, the PHA must determine that the proposal complies with the aforementioned requirements and regulations, including a determination that the property is eligible housing (24 CFR 983.4, 983.53 and 983.54), that the property complies with the cap on the number of PBV units per project (24 CFR 983.56), and that the property meets the site selection standards (24 CFR 983.57). The PHA will also determine that the proposal meets additional minimum requirements including:

- Evidence of current site control (as applicable);
- Certification that the Owner and other project principles are not on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs;
- Proposed initial gross rents are within one hundred and ten percent (110%) of the fair Market Rents for the area;
- No construction has begun, as evidenced by PHA inspection (for new construction or rehab only); and
- The project meets the goal of deconcentrating poverty outlined in 24 CFR 983.

**If a project does not meet the requirements indicated above, it will be considered nonresponsive and will not be evaluated further.**

Proposals that meet the minimum requirements will be evaluated and ranked by the PHA panel. A PHA ranking list will be prepared according to the points awarded to each proposal. The PHA may, at its direction, select one or more of the proposals submitted, or otherwise it may choose to select none of the proposals submitted.

The PHA reserves the right to reject any or all proposals, to waive any informalities in the RFP process, or to terminate the RFP process at any time, if deemed by the PHA to be in its best interests. The PHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

Before any Agreement can be established with any selected Owner, the PHA must:

- Establish rents in accordance with 24 CFR 983.301;
- Obtain subsidy-layering contract rent reviews from HUD, if applicable.
- Obtain evidence of environmental clearance in accordance with 24 CFR 983.58.
- Submit a certification to the HUD field office stating that the unit or units were selected in accordance with PHA's approved unit selection policy, if needed.

The HUD field office or a HUD designee will conduct any required subsidy layering reviews.

Before any Agreement can be executed for new construction units proposed, the Owner must submit the design architect's certification that the proposed new construction reflected in the working drawings and specifications comply with housing quality standards, local codes and ordinances, and zoning requirements. For new construction projects of four or more units, the PHA will determine whether any work items necessary to meet the accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Amendments Act of 1988 must be completed.

### **3.0 PROPOSAL FORMAT REQUIREMENTS**

Each response to this RFP shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably. The document shall be 8-1/2 inches by 11 inches in size or shall be folded to that size.

All proposals shall contain the following elements, and in the order given:

#### **3.1 Cover Letter** with the following information:

- Title of this RFP;
- Name and Mailing Address of Firm (include physical location if mailing address is a P.O. Box);
- Year the firm was established;
- Type of organization of firm (partnership, corporation, etc.);

- Firm's organization structure, its constituent parts and size variation of staff in the past five (5) years;
- Contact person including telephone number, fax number, e-mail address, and physical mailing address; and
- A statement by submitting firm requesting protection of proprietary information if necessary. All proposals may be considered public information. Subsequent to award of this RFP, all or part of any proposal may be released to any person or firm who may request it. Therefore, Proposers may request in their Cover Letter if any portion of their submittal should be treated as proprietary and not released as public information.

**3.2 Signatory Requirements:** In order to receive consideration, the Cover Letter must be signed by an officer empowered by the Proposer to sign such material and thereby commit the Proposer to the obligations contained in the RFP response. **Further, the signing and submission of a response shall indicate the intention of the Proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.** Submittals shall be signed by one of the following representatives:

- If the Proposer is a **partnership**, submittal shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- If the Proposer is a **corporation**, the submittal shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- If the Proposer is an **individual** doing business under a firm name, the submittal shall be signed in the name of the individual doing business under the proper firm name and style.

**3.3 Application for Project Based Vouchers:** Provide a completed Project Based Voucher Program Application, attached to this RFP as Attachment "B." Each section of the Application must be fully complete; missing information will be considered a technical deficiency that may adversely impact the evaluation process to the detriment of the applicant. **Proposers who do not fully complete and execute the page entitled "Certifications" on the final page of Attachment "B" will be considered nonresponsive and will not be evaluated further.**

- 3.4 A Complete Owner Proposal** for new projects should identify architectural elevations, setbacks, and massing that are considered acceptable for proposed use and in relation to adjacent land uses by City/County Planning Department Staff as evidenced by a Certificate of Permissive Zoning. It should also include a description of the project amenities that are appropriate for the planned use, and identification of whether or not zoning and other required land use entitlements are in place. For existing projects, Proposers should identify whether or not the units meet current accessibility requirements. Both new and existing projects, in addition to the above, should use the proposal to provide additional detail related to the project, as necessary, to ensure the evaluation staff has a complete picture of the proposed project. This may include but is not limited to maps, architectural drawings/designs, or other details relevant by the Proposer to ensure the evaluation staff have an accurate understanding of the project being proposed.
- 3.5 Certification of Equal Opportunity:** Submit a completed, fully-executed original copy of the Certification of Equal Opportunity form, attached to this RFP as Attachment “C.” **Proposers who do not fully complete and execute the Certification of Equal Opportunity form will be considered nonresponsive and not be evaluated further.**
- 3.6 Disclosure of Lobbying Activities:** Submit a completed, fully executed original copy of the Disclosure of Lobbying Activities form, attached to this RFP as Attachment “D.” **Proposers who do not fully complete and execute the Disclosure of Lobbying Activities form will be considered nonresponsive and not be evaluated further.**
- 3.7** An original copy of the **Certification of Census** Tract form, attached to this RFP as Attachment “N.” **Proposers who do not fully complete and execute the Certification of Census Tract form will be considered nonresponsive and not be evaluated further.**
- 3.8 Certifications of Payments to Influence Federal Transactions:** Submit a completed, fully executed original copy of the Certification of Payments to Influence Federal Transactions form, attached to this RFP as Attachment “E.” **Proposers who do not fully complete and execute the Certification of Payments to Influence Federal Transactions form will be considered nonresponsive and not be evaluated further.**
- 3.9 Certification Regarding Debarment and Suspension:** Submit a completed, fully executed original copy of the Certification Regarding Debarment and Suspension form, attached to this RFP as Attachment “F.” **Proposers who do not fully complete and execute the Certification Regarding Debarment and Suspension form will be considered nonresponsive and not be evaluated further.**

- 3.10 Applicant/Recipient Disclosure/Update Report (HUD-2880):** Submit a completed, fully executed original copy of the Applicant/Recipient Disclosure/Update Report (HUD-2880) form, attached to this RFP as Attachment “G,” or as otherwise superseded by any replacement form originating from and approved by the US Department of Housing and Urban Development. **Proposers who do not fully complete and execute the Applicant/Recipient Disclosure/Update Report (HUD-2880) form will be considered nonresponsive and not be evaluated further.**
- 3.11 Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards:** Submit a completed, fully executed original copy of the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form, attached to this RFP as Attachment “H.” **Proposers who do not fully complete and execute the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form will be considered nonresponsive and not be evaluated further.**
- 3.12 Uniform Relocation Act Certification:** Submit a completed, fully executed original copy of the Uniform Relocation Act Certification form, attached to this RFP as Attachment “I.” **Proposers who do not fully complete and execute the Uniform Relocation Act Certification form will be considered nonresponsive and not be evaluated further.**
- 3.13 Certification of Permissive Zoning:** Submit a completed, fully executed original copy of the Certification of Permissive Zoning form, attached to this RFP as Attachment “J.” **Proposers who do not fully complete and execute the Certification of Permissive Zoning form will be considered nonresponsive and not be evaluated further.**
- 3.14 Owner’s Certification of Participation in the Low Income Housing Tax Credit Program:** Submit a completed, fully executed original copy of the Owner’s Certification of Participation in the Low Income Housing Tax Credit Program form, attached to this RFP as Attachment “K.” **Proposers who do not fully complete and execute the Owner’s Certification of Participation in the Low Income Housing Tax Credit Program form will be considered nonresponsive and not be evaluated further.**
- 3.15 Certification of Consistency with the Consolidated Plan (HUD-2991):** Submit a completed, fully executed original copy of the Certification of Consistency with the Consolidated Plan (HUD-2991) form, attached to this RFP as Attachment “L,” or as otherwise superseded by any replacement form originating from and approved by the US Department of Housing and Urban Development. **Proposers who do not fully complete and execute the Certification of Consistency with the Consolidated Plan**

(HUD-2991) form will be considered nonresponsive and not be evaluated further.

**3.16 Design Architect's Certification:** Submit a completed, fully executed original copy of the Design Architect's Certification form, attached to this RFP as Attachment "M." **Proposers who do not fully complete and execute the Design Architect's Certification form will be considered nonresponsive and not be evaluated further.**

**3.17 Owner/Developer Confirmation:** Proposers must submit sufficient evidence to demonstrate they meet the definition of Property Owner or Property Developer as described on page 1 of this RFP. **Proposals received from Proposers that cannot demonstrate legal Ownership of the property or the legal authority to develop a property will be rejected as ineligible and not evaluated.**

#### 4.0 PROPOSER QUESTIONS

**4.1** Questions regarding this RFP must be submitted in writing by email or U.S. mail to the Procurement and Contracts Office and must be received no later than 5:00 p.m. on **May 14, 2021**.

**4.2** All emails must have "**RFP #21-918-009 – QUESTION**" as their subject, and all envelopes or containers must be clearly marked "**RFP #21-918-009 – QUESTION**" for convenience purposes. Emails, envelopes, and/or containers not clearly labeled may be overlooked and not responded to.

**4.3** Questions will not be accepted by telephone, facsimile (fax), or orally.

**4.4** County reserves the right to decline a response to any question if, in County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner.

**4.5** A summary of the questions submitted, including responses deemed relevant and appropriate by County, will be posted to County website on or about **May 21, 2021**.

**4.6** All inquiries shall be submitted by email to: [tyler.prince@edcgov.us](mailto:tyler.prince@edcgov.us)

or by U.S. Mail to: County of El Dorado  
Procurement and Contracts  
2850 Fairlane Court  
Placerville, California 95667  
RFP#21-918-009 – Question

- 4.7 Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the contact above and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.

## 5.0 PROPOSAL SUBMITTAL INSTRUCTIONS

- 5.1 Submit one (1) original, four (4) hard copies and one (1) electronic copy via USB drive, of your proposal not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked on the front **“RFP #21-918-009 MAILROOM DO NOT OPEN” no later than June 11, 2021 – 3:00P.M.**

- 5.2 Proposals shall be submitted ONLY to:

El Dorado County  
Procurement and Contracts Division  
2850 Fairlane Court  
Placerville, CA 95667

- 5.3 County shall not be responsible for proposals delivered to a person or location other than specified herein. Proposals submitted to a location other than the above will not be considered duly delivered or timely. County shall not be responsible for rerouting proposals delivered to a person or location other than that specified above.
- 5.4 Faxed or emailed proposals shall not be accepted.
- 5.5 Late submittals may not be accepted or considered.
- 5.6 County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 5.7 It is the responsibility of the Proposer to ensure that the proposal is received in the Procurement and Contracts Division prior to the proposal opening deadline date and time. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.
- 5.8 County staff will open proposals following the submittal deadline. The only information that will be made available to the public at the time will be the names of the Proposers submitting proposals. The contents of all proposals, or any other medium which discloses any aspect of the

proposal, shall be held in strictest confidence until County releases a Notice of Award or Notice of Intent to Award.

**6.0 EVALUATION PROCESS**

The PHA and selection committee will use the following to rank and select applications for the PBV Program. Each factor is comprised of several components with an associated point value. The total points awarded to an application will be an aggregate of the component subtotals.

The minimum number of points an application must have to proceed in the process is sixty percent (60%) of the total maximum points (sixty [60] points for the new construction or rehabilitation projects; forty-two [42] points for existing projects). Existing projects will have thirty-five (35) points added to the final score to allow for the preference to existing projects. Projects will be awarded vouchers in rank order up to a total of ten (10) vouchers.

Evaluation Criteria		Maximum Possible Points	
		<i>New/Rehab</i>	<i>Existing</i>
A.	Site Location Adequacy	20	20
B.	Design Adequacy	20	5
C.	Project Feasibility – Financial	20	5
D.	Ownership, Development, and Management Experience	30	30
E.	Social Services Provided Onsite at no additional cost to resident	10	10
<b>TOTAL POSSIBLE POINTS</b>		<b>100</b>	<b>70</b>

Specific point values associated with each evaluated variable can be viewed on Attachment “P.”

If there are an insufficient number of vouchers available for all eligible proposals, the vouchers will be awarded to the applicants with the highest number of points. In the event of a tie, the selection will be based on the date and time of the application receipt.

**7.0 SELECTION PROCEDURE**

**7.1** Proposals will be reviewed for responsiveness. The PHA and selection committee will then evaluate responsive proposals in accordance with the above criteria. The firm(s) submitting the highest rated proposals may be invited for an interview. Interviews will be conducted solely at County's option. County reserves the right to select the most qualified firm solely on the content of the proposal. If County chooses to conduct interviews, the firm's proposed Project Manager shall represent the firm at the interview.

After evaluation of any interviews, if conducted, the Committee will recommend the firm with the highest overall value, based on evaluation score, for approval by the Board of Supervisors.

- 7.2** County reserves the right to make an award without further discussion of the submittal with the Proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual may propose.
- 7.3** County reserves the right to award a contract to the firm or individual who, in the sole judgment of County, presents the most favorable response to this RFP pursuant to the evaluation criteria indicated above.
- 7.4** In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 7.5** The Procurement and Contracts Division does not mail out hard copy letters advising participating Proposers of RFP results. For RFP results, please visit our website at:
- <http://edcapps.edcgov.us/contracts/bidresults.asp>
- 7.6** RFP results will be posted within approximately twenty-eight (28) business days after the RFP closing date. The timeline for posting RFP results may vary depending on the nature and complexity of the RFP.
- 7.7** The selected Proposer will receive written notification of the award. Response and selection of a proposal will not necessarily result in a contract with County of El Dorado. Proposal opening does not constitute awarding of a contract. Contract award is not in force until fully executed.

## **8.0 EL DORADO COUNTY WEBSITE REQUIREMENTS**

It is the Proposer's responsibility to monitor County's website for possible addenda to this RFP to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her proposal in accordance with original RFP requirements and all required addenda. All available RFPs and related addenda can be found at:

<http://edcapps.edcgov.us/contracts/invite.asp>

Failure of Proposer to obtain this information shall not relieve him/her of the requirements contained therein. Those Proposers not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

## **9.0 REJECTION OF PROPOSALS**

Proposers interested in being considered must submit a proposal in compliance with this notice. Failure to meet the minimum requirements of the RFP shall be cause for rejection of the proposal. County reserves the right to reject any or all proposals.

County may reject a proposal if it is conditional, incomplete, contains irregularities, or reflects rent amounts in excess of one hundred and ten percent (110%) of the applicable fair market rent (FMR) for the unit bedroom size minus any utility allowance. County may waive immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the Proposer from full compliance with the contract requirements if the Proposer is awarded the contract.

## **10.0 VALID OFFER**

Proposals shall remain valid for one hundred and twenty (120) days from the due date. County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of County and will not be returned. Unnecessarily elaborate responses, enclosures, and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

## **11.0 COUNTY'S RIGHTS**

County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any proposal.
3. Not enter into any agreement.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one (1) contract if it is in the best interest of County.
8. Interview Proposers prior to award.
9. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the Proposer from full compliance with the contract requirements if the Proposer is awarded the contract.

## 12.0 CONFLICT OF INTEREST

Proposers warrant and covenant that no official or employee of County, or any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to County. Proposer's proposal shall contain a statement to the effect that the Proposer is not currently committed to another project that would constitute a conflicting interest with the project defined in this RFP.

## 13.0 PUBLIC RECORDS ACT

All proposals and materials submitted shall become property of County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records in accordance with the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

County will treat all information submitted in a proposal as available for public inspection once County has selected a successful Proposer. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information **separately** as part of your response package.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

#### **14.0 BUSINESS LICENSE REQUIREMENT**

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information.

It is not a requirement to possess a County business license at the time of proposal submittal. Selected Proposers may be required to possess a County business license to award contract.

#### **15.0 INSURANCE REQUIREMENTS**

Contractor shall provide proof of a policy of insurance satisfactory to County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not

less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  - 2. County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of County."

# Market Area Setup

## General

Market Area Key 19 Status Active  
 Market Area Name 2021 SAFMR Populated  
 Description \_\_\_\_\_  
 HUD Area Name Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area  
 HUD Area Code METRO40900M40900  
 PS Reduction Type Hold Harmless

Administrative Fees	100% Proration %	Amount
		(First 600 Units)
\$97.00		
\$90.74	81.00%	\$58.80 (Remainder of Units)

## Small Area Fair Market Rent/ Payment Standard

	HUD Effective Date <u>10/1/2020</u>							PHA Effective Date <u>10/1/20</u>						
	SA-0	SA-1	SA-2	SA-3	SA-4	SA-5	SA-6	PS-0	PS-1	PS-2	PS-3	PS-4	PS-5	PS-6
95682	\$1,070	\$1,200	\$1,510	\$2,160	\$2,610	\$3,002	\$3,393	\$1,177	\$1,320	\$1,661	\$2,376	\$2,871	\$3,302	\$3,732
95634	\$1,090	\$1,220	\$1,540	\$2,200	\$2,670	\$3,071	\$3,471	\$1,090	\$1,220	\$1,540	\$2,200	\$2,670	\$3,071	\$3,471
95709	\$1,230	\$1,370	\$1,730	\$2,480	\$3,000	\$3,450	\$3,900	\$1,107	\$1,233	\$1,557	\$2,232	\$2,700	\$3,105	\$3,510
95726	\$1,030	\$1,150	\$1,450	\$2,080	\$2,510	\$2,887	\$3,263	\$1,030	\$1,150	\$1,450	\$2,080	\$2,510	\$2,887	\$3,263
95623	\$1,060	\$1,190	\$1,500	\$2,150	\$2,600	\$2,990	\$3,380	\$1,060	\$1,190	\$1,500	\$2,150	\$2,600	\$2,990	\$3,380
96142	\$1,150	\$1,290	\$1,620	\$2,320	\$2,800	\$3,220	\$3,640	\$1,093	\$1,226	\$1,539	\$2,204	\$2,660	\$3,059	\$3,458
95619	\$1,400	\$1,570	\$1,980	\$2,830	\$3,430	\$3,945	\$4,459	\$1,330	\$1,492	\$1,881	\$2,689	\$3,259	\$3,748	\$4,236
95667	\$1,000	\$1,120	\$1,410	\$2,020	\$2,440	\$2,806	\$3,172	\$1,100	\$1,232	\$1,551	\$2,222	\$2,684	\$3,086	\$3,489
96150	\$940	\$1,060	\$1,330	\$1,900	\$2,300	\$2,645	\$2,990	\$1,034	\$1,166	\$1,463	\$2,090	\$2,530	\$2,909	\$3,289
95762	\$1,590	\$1,780	\$2,240	\$3,210	\$3,880	\$4,462	\$5,044	\$1,431	\$1,602	\$2,016	\$2,889	\$3,492	\$4,016	\$4,540

# Market Area Setup

## General

Market Area Key 16 Status Active  
 Market Area Name 2021 SAFMR  
 Description \_\_\_\_\_  
 HUD Area Name Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area  
 HUD Area Code METRO40900M40900  
 PS Reduction Type Hold Harmless

## Administrative Fees

Administrative Fees	100%	Proration %	Amount
	\$97.00		(First 600 Units)
	\$90.74	81.00%	\$58.80 (Remainder of Units)

## Small Area Fair Market Rent/ Payment Standard

	HUD Effective Date <u>10/1/2020</u>							PHA Effective Date <u>10/1/20</u>						
	SA-0	SA-1	SA-2	SA-3	SA-4	SA-5	SA-6	PS-0	PS-1	PS-2	PS-3	PS-4	PS-5	PS-6
95614	\$1,590	\$1,780	\$2,240	\$3,210	\$3,880	\$4,462	\$5,044	\$1,431	\$1,602	\$2,016	\$2,889	\$3,492	\$4,016	\$4,540
95720	\$1,060	\$1,180	\$1,490	\$2,130	\$2,580	\$2,967	\$3,354	\$1,060	\$1,180	\$1,490	\$2,130	\$2,580	\$2,967	\$3,354
95651	\$1,060	\$1,180	\$1,490	\$2,130	\$2,580	\$2,967	\$3,354	\$1,060	\$1,180	\$1,490	\$2,130	\$2,580	\$2,967	\$3,354
95633	\$1,040	\$1,170	\$1,470	\$2,100	\$2,550	\$2,933	\$3,315	\$936	\$1,053	\$1,323	\$1,890	\$2,295	\$2,640	\$2,984
95635	\$1,310	\$1,470	\$1,850	\$2,650	\$3,210	\$3,692	\$4,173	\$1,310	\$1,470	\$1,850	\$2,650	\$3,210	\$3,692	\$4,173
95672	\$1,310	\$1,470	\$1,850	\$2,650	\$3,200	\$3,680	\$4,160	\$1,310	\$1,470	\$1,850	\$2,650	\$3,200	\$3,680	\$4,160
95684	\$1,200	\$1,350	\$1,700	\$2,430	\$2,940	\$3,381	\$3,822	\$1,140	\$1,283	\$1,615	\$2,309	\$2,793	\$3,212	\$3,631
95636	\$1,060	\$1,180	\$1,490	\$2,130	\$2,580	\$2,967	\$3,354	\$1,060	\$1,180	\$1,490	\$2,130	\$2,580	\$2,967	\$3,354
95664	\$1,410	\$1,580	\$1,990	\$2,850	\$3,440	\$3,956	\$4,472	\$1,410	\$1,580	\$1,990	\$2,850	\$3,440	\$3,956	\$4,472



EL DORADO COUNTY  
HEALTH AND HUMAN SERVICES AGENCY  
PUBLIC HOUSING AUTHORITY

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File # \_\_\_\_\_

**OWNER/DEVELOPER PROPOSAL for the  
PROJECT BASED VOUCHER PROGRAM**

**INSTRUCTIONS:**

Please fill out the attached form completely. If you fail to give complete information or documentation in the format as required, your proposal may not be considered. Since we will process applications on a first-come, first served basis, it is very important that you submit your proposal fully completed.

Members of the public may review all proposals submitted, but all private confidential information will be redacted. Please submit one application for each project for which you are seeking vouchers. Submit one (1) original, three (3) hard copies and one (1) electronic copy via USB drive, of your proposal not later than the time and date indicated on the cover page of the RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.

County of El Dorado  
Procurement and Contracts  
2850 Fairlane Court  
Placerville, California 95667  
RFP#21-918-009 – Project-Based VASH Voucher Program

Applications and supporting documentation will be accepted until **June 11, 2021**.

**Inquiries/Clarification Requests**

Questions regarding this RFP must be submitted in writing by email or U.S. mail to the Procurement and Contracts Office and must be received no later than 5:00 p.m. on **May 14, 2021**.

Attachment B

All emails must have “**RFP #21-918-009 – QUESTION**” as their subject, and all envelopes or containers must be clearly marked “**RFP #21-918-009 – QUESTION**” for convenience purposes. Emails, envelopes, and/or containers not clearly labeled may be overlooked and not responded to.

Questions will **not** be accepted by telephone, facsimile (fax), or orally. The County reserves the right to decline a response to any question if, in County’s assessment, the information cannot be obtained and shared with all potential organizations in a timely manner.

A summary of the questions submitted, including responses deemed relevant and appropriate by County, will be posted to the County website on or about **May 21, 2021**.

All inquiries shall be submitted by email to: [tyler.prince@edcgov.us](mailto:tyler.prince@edcgov.us)  
or by U.S. Mail to:

County of El Dorado  
Procurement and Contracts  
2850 Fairlane Court  
Placerville, California 95667  
RFP#21-918-009 – Question

Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the contact above and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.

Attachment B

**A. IDENTITY OF APPLICANT**

1. Name and Address of Applicant:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Complete Address

\_\_\_\_\_  
Work Phone

\_\_\_\_\_  
Message Phone

2. Name and Address of owner of property, if different from above:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Complete Address

\_\_\_\_\_  
Work Phone

\_\_\_\_\_  
Message Phone

Attachment B

<b>B.</b>	<b>Description of Project</b>		
<input type="checkbox"/> New Construction	<input type="checkbox"/> Rehab	<input type="checkbox"/> Existing	
1.	Property address in El Dorado County. Specify address for each building:		
<b>Address of Property</b>		<b>Total # of Units By BR Size – List all</b>	<b>Building Type.</b> (i.e. Low Rise, Walk Up, Single Family, Twnhse)
i.e. - 123 Main Street, Placerville, CA		3 4	Studios 1BR/1BA Apartment

2.	Complete the following for each project that you propose to construct and designate the number of units by unit type to which you are proposing to attach assistance.		
<b>BEDROOM SIZE</b>	<b>Total # of Units</b>	<b># of Units to be Assisted with PBV</b>	
SRO			
0 Bdrm			
1 Bdrm			
2 Bdrm			
3 Bdrm			
4 Bdrm			
5 Bdrm			

3.	If you are requesting more than 25 percent of units in the project to be considered for award for PBV assistance, are these units going to be designated for the elderly, disabled, or families receiving supportive services?		
<input type="checkbox"/> Yes		<input type="checkbox"/> No	
If Yes, please specify the target population:			
<input type="checkbox"/> Elderly (62 Yrs. Or Older)		<input type="checkbox"/> Families Receiving	
<input type="checkbox"/> Disabled		<input type="checkbox"/> Supportive Services	

Attachment B

4.	How many units of the total requested for PBV assistance are accessible to persons with disabilities? Describe number and type of accessible features.	
	Bedroom Size/Number	Accessible Features
5.	(New construction projects only) Are there any non-residential units (e.g., commercial office space) in the project that you propose to construct?	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If yes, describe (including square footage and use):	
6.	Has this property been assisted under any federal housing program at any time during the last 12 months (e.g., CDBG, 202, 811, 221 (d) (3), HOME, 236 Programs) or will the proposed project be assisted under any other federal housing programs?	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If Yes, please list the additional subsidy programs applicable to this property and provide the project and operating subsidy contract number (if applicable):	
7.	Is there a housing affordability restriction in the deed or other document?	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If Yes, please indicate the name of the program and the jurisdiction requiring it as well as the expiration date of the restriction:	

Attachment B

8.	Please indicate the proposed distribution of the utilities.		
	Utility Type	Paid by Owner	Paid by Tenant
	Cooking – Gas		
	Cooking - Electric		
	Heating – Gas		
	Heating - Electric		
	Electric (Lights, etc.)		
	Water		
	Heating of Hot Water - Electric		
	Heating of Hot Water – Natural Gas		
	Sewer		
	Garbage		
9.	Is the tenant providing either the range or refrigerator?		
	<input type="checkbox"/> Yes		<input type="checkbox"/> No
	If yes, which one(s)?	<input type="checkbox"/> range	<input type="checkbox"/> refrigerator
10.	Provide a brief narrative of the services available near the property. Be sure to include information about the distance to a public transit stop, public park, public library, supermarket or Farmer’s Market (minimum of weekly frequency), pharmacy, public medical clinic or hospital, public school (if family project) or senior center (if senior project).		
11.	Briefly describe the need for project-based assistance in this community. Address factors such as anticipated vacancy rates and rent affordability for very-low income households.		
12.	Will the project be located in (select all that apply):		
<input type="checkbox"/>	A low poverty census tract (less than 20%)		
<input type="checkbox"/>	A census tract that is a HUD-designated Enterprise Zone, Economic Community, or Renewal Community		

Attachment B

<input type="checkbox"/>	A census tract that is undergoing significant revitalization		
<input type="checkbox"/>	The area where State, local, or federal dollars have been invested that has assisted in the achievement of the statutory requirement		
<input type="checkbox"/>	The same census tract where new market rate units are being developed and such market rate units will positively impact the poverty rate in the area		
<input type="checkbox"/>	An area where the poverty rate is greater than 20 percent and in the past five years there has been an overall decline in the poverty rate.		
<input type="checkbox"/>	A census tract where there are meaningful opportunities for educational and economic advancement		
13.	Type of ownership of property or site control (Check one)		
<input type="checkbox"/> Mortgage	<input type="checkbox"/> Own free and clear	<input type="checkbox"/> Option	<input type="checkbox"/> Lease
Other (please explain):			
14.	Site Control. Please attach evidence of ownership or site control (e.g., grant deed, option, deposit receipt, lease). Site control must be in owner's possession prior to application.		
15.	Please indicate the Requested Contract Term (in years). Note: HAP Contracts must be for a minimum of 1 year and a maximum of 20 years, but the term is at the discretion of the Housing Authority		
16.	Please indicate if the owner is willing to accept an extension of the HAP Contract and the number of years they would be willing to extend the HAP (20 year maximum extension).		

<b>C.</b>	<b>Experience</b>		
1.	Does the applicant have experience owning and operating affordable housing?		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Specify how many years of experience:	
2.	How many units of affordable housing does the applicant own and operate?		
Number of Units:			

Attachment B

3.	How many affordable housing properties does the applicant own and operate?	
	Number of Properties:	
4.	Provide the most recent audit or unaudited financial statement for a successful project of similar size.	
<b>D.</b>	<b>Financial Information</b>	
1.	Indicate the monthly contract rent expected under the Project-Based Voucher Program. Include a proposed 15-year operating budget.	
	<b>Size of Units</b>	<b>Number of Units</b>
	Studio	
	1 Bedroom	
	2 Bedroom	
	3 Bedroom	
	4 Bedroom	
	5 Bedroom	
	NOTE: Proposed contract rents must not exceed the lower of 110% of the established Fair Market Rents as published by HUD or the Housing Authority payment standard, including any area wide exception Payment Standard if applicable.	
2.	Provide a brief narrative on how you plan to finance the new construction or rehabilitation. Include a proposed development budget (for new construction/rehabilitation only).	
3.	Attach evidence of financing commitments, e.g., award or notification letters, published lists of allocation awards, etc.	
4.	Describe your experience, if any, with HUD/FHA housing programs.	
	<b>HUD Program</b>	<b>Number of Units Owned/Managed</b>

Attachment B

<b>E.</b>	<b><u>NEW CONSTRUCTION/REHABILITATION PROPOSED</u></b> (Complete this section for New Construction or Rehabilitated Properties)
1.	Describe the work you propose to do in a short narrative. Show the total cost for all work.
	<b>Cost</b>
	Unit Construction
	Site Improvements/Landscape
	Offsite Improvements
	General Conditions
	Contractor Overhead & Profit
	Insurance/Bond/City Tax
	Other
	<b>Total Cost of Improvements</b>
<b>(If you have a contractor's bid or estimate, please attach it)</b>	
2.	Estimate the length of time it will take to complete the proposed new construction
	Days
3.	Provide documentation of compliance with City Planning Department.
<b>F.</b>	<b>Tenants</b>
Please attach your written tenant selection criteria and plan to fill the PBV assisted units. At a minimum the plan must state that all vacancies for PBV units will be filled by eligible applicants referred from the PHA waiting list and must describe, with specificity, your tenant screening criteria. Please note that criteria for screening both assisted and unassisted tenants must be consistent.	

Attachment B

<b>G. Support Services</b>			
1. Indicate if any of the following populations are to be served:			
<input type="checkbox"/> Single Person	<input type="checkbox"/> Elderly (62 Yrs. Or Older)	<input type="checkbox"/> Families Eligible for Supportive Services	<input type="checkbox"/> None of the above

2. Describe the Support Services to be Provided				
Type of Service	FTE	Service Provider	Term of Service Commitment	Financial Commitment For Services
Case Manager				
Services Coordinator/Other Service Specialist				
Adult educational, health and wellness or skill building classes				
Licensed child care or after school program for school age children				
Health or behavioral health services provided by an appropriately-licensed organization or individual				
Provide documentation of funding source for services for duration of contract (may be provided through operating budget).				

Attachment B

H.	PROPOSED SITE AMENITIES
Please indicate what amenities the owner plans to provide for the units and property and briefly describe how these amenities are appropriate to the tenant population:	

PLANS FOR MANAGING AND MAINTAINING UNITS AFTER  
NEW CONSTRUCTION

**OWNER OR MANAGEMENT AGENT**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

HOW LONG HAVE YOU MANAGED ASSISTED PROPERTIES? \_\_\_\_\_

<b>PROPERTY MANAGEMENT STAFFING:</b>		
	No. of Staff	Working Hours
OFFICE STAFF:		
MAINTENANCE:		

**MANAGEMENT PLAN**

Do you have a written plan for management of the units?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please include the management plan with this application. If No, please identify what personnel will manage the units, their location, hours of operation and any other duties and responsibilities.

**MAINTENANCE AND REPAIR PLAN**

Do you have a written plan for maintenance of the units?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please include the maintenance plan with this application. If No, please prepare a description of how units will be maintained, both on an on-going and long-term basis, focusing on preventive and routine maintenance, emergency repairs, security, health and safety areas. Please identify what personnel will perform the maintenance of units and common areas, their location and hours of operation.



Attachment B

**In addition to fully completing this application form, all applicants must include a Complete Owner Proposal, consistent with the requirements set forth in the RFP, Section 3.4, as well as the following Attachments:**

- C Certification of Equal Opportunity
- D Disclosure of Lobby Activities
- E HUD Form – 50071: Certification of Payments to Influence Federal Transactions
- F HUD Form – 2992 – Certification Regarding Debarment and Suspension
- G HUD Form – 2880 – Applicant Disclosure Update
- H Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- I Uniform Relocation Act Certification
- J Certification of Permissive Zoning
- K Owner’s Certification of Participation in the Low Income Housing Tax Credit Program
- L HUD Form – 2991: Certification of Consistency with the Consolidated Plan
- M Design Architect’s Certification
- N Certification of Census Tract



Attachment C

**EL DORADO COUNTY  
HEALTH AND HUMAN SERVICES AGENCY  
PUBLIC HOUSING AUTHORITY**

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**CERTIFICATION OF EQUAL OPPORTUNITY**

I certify that \_\_\_\_\_ as the authorized owner for the project located at \_\_\_\_\_, shall comply with Title VI of the Civil Rights Act of 1966, Title VIII of the Civil Rights Act of 1968, E.O. 11063, E.O. 11246, Section 3 of the Housing and Urban Development Act of 1968 (Equal Opportunity requirements) and all applicable Federal requirements listed in 24 CFR 983.4 including, but not limited to, the payment of not less than the prevailing wages in the locality pursuant to the Davis-Bacon Act to all laborers and mechanics employed in the construction/rehabilitation of the project.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attachment D

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i>  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable:</i> _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## Attachment D

### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment E

OMB Approval No. 2577-0157 (Exp. 03/31/2020)

**Certification of Payments to Influence Federal Transactions**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an 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 undersigned shall complete and submit Standard Form-L.L.L., Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall 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 sub recipients shall certify and disclose accordingly.

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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

form HUD 50071 (01/14)  
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

## Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

### Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

## Attachment F

### Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Signature of Authorized Certifying Official	Title

Attachment G

**Applicant/Recipient  
Disclosure/Update Report**

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2506-0214 (exp. 2/28/2022)

**Instructions.** (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

**Applicant/Recipient Information**

Indicate whether this is an Initial Report  or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code):	2. Amount of HUD Assistance Requested/Received
--	--

3. HUD Program Name

5. State the name and location (street address, City and State) of the project or activity:

**Part I Threshold Determinations**

<p>1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
--	--

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

**Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.**

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

**Part III Interested Parties.** You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

**Certification**

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:	Date: (mm/dd/yyyy)
X	

## Attachment G

**Public reporting burden** for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

**Privacy Act Statement.** Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is voluntary. HUD is authorized to collect this information under the Housing and Community Development Act of 1987 42 U.S.C.3543 (a). The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

**Note:** This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

### Instructions

#### Overview.

A. Coverage. You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity **and** you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the fiscal year;
- (2) You are updating a prior report as discussed below; or
- (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. Update reports (filed by "Recipients" of HUD Assistance):

**General.** All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

#### Line-by-Line Instructions.

##### Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Applicants enter the HUD program name under which the assistance is being requested.
3. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
4. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

##### Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. **Recipients filing Update Reports should not complete this Part.**

If the answer to **either** questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

##### Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

B. Non-Government Assistance. Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD **and any other source** - that have been or are to be, made available for the project or activity. Non-government sources of

## Attachment G

funds typically include (but are not limited to) foundations and private contributors.

### Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

**Note:** A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
3. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

**Note** that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need

not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

#### Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.



**EL DORADO COUNTY  
HEALTH AND HUMAN SERVICES AGENCY  
PUBLIC HOUSING AUTHORITY**

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**Disclosure of Information on Lead-Based Paint and/or  
Lead-Based Paint Hazards**

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before Rehabilitating pre-1978 housing, owners must disclose the presence of known lead-based paint and/or lead-based paint hazards at the property or site.

<b>Owner's Disclosure</b>		
a.	Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):	
i.	<input type="checkbox"/>	Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
ii.	<input type="checkbox"/>	Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing
b.	Records and reports available to the Owner (check (i) or (ii) below):	
i.	<input type="checkbox"/>	Owner has provided the PHA with available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below).
ii.	<input type="checkbox"/>	Owner has no reports or record pertaining to lead-based paint and/or lead-based paint hazard in the housing.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
Owner (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**EL DORADO COUNTY  
HEALTH AND HUMAN SERVICES AGENCY  
PUBLIC HOUSING AUTHORITY**

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**UNIFORM RELOCATION ACT CERTIFICATION**

This is to certify that \_\_\_\_\_ in constructing  
(Owner)  
the housing located at \_\_\_\_\_ will comply with the  
(Project Name and/or Address)

requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and its implementing regulations at 49 CFR, Part 24.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**EL DORADO COUNTY  
HEALTH AND HUMAN SERVICES AGENCY  
PUBLIC HOUSING AUTHORITY**

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**CERTIFICATION OF PERMISSIVE ZONING**

I certify that the proposed New Construction project is permitted by current zoning ordinances and/or regulations. I further certify that should re-zoning be necessary for this proposed New Construction project, it is highly likely to occur and will not result in any material delay of the project.

Applicant Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Location of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Certifying Officer-Planning Dept)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Date)



**EL DORADO COUNTY  
HEALTH AND HUMAN SERVICES AGENCY  
PUBLIC HOUSING AUTHORITY**

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**OWNER'S CERTIFICATION OF PARTICIPATION  
IN THE  
LOW INCOME HOUSING TAX CREDIT PROGRAM**

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

I certify that:

\_\_\_\_\_ Neither I nor any other representative of the project identified above currently intends to participate in the Low Income Housing Tax Credit Program (LIHTC).

\_\_\_\_\_ The project identified above intends to participate in the LIHTC Program and is subject to a Subsidy Layering Review by HUD prior to the execution of the Agreement.

If plans change regarding this project's decision to use the LIHTC Program as indicated above, I will notify the El Dorado County Public Housing Authority in writing immediately so long as it is prior to the execution of the Agreement to enter into Housing Assistance Payments Contract (AHAP).

**WARNING:** It is a crime to knowingly make false statements to a Federal agency. Penalties upon conviction can include fine and imprisonment. For details, see Title 18 U.S. Code, Sections 1001 and 1010.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Certification of Consistency  
with the Consolidated Plan**

**U.S. Department of Housing  
and Urban Development**

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.  
clearly print the following information:)

ApplicantName: \_\_\_\_\_

ProjectName: \_\_\_\_\_

Location of the Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of the Federal  
Program to which the  
applicant is applying: \_\_\_\_\_

Name of  
Certifying Jurisdiction: \_\_\_\_\_

Certifying Official  
of the Jurisdiction  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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



**EL DORADO COUNTY  
HEALTH AND HUMAN SERVICES AGENCY  
PUBLIC HOUSING AUTHORITY**

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**DESIGN ARCHITECT'S CERTIFICATION**

<b>Owner:</b>	
<b>Project Name:</b>	
<b>Project Address:</b>	

I, \_\_\_\_\_, as a Registered Architect, do hereby certify that I will have or have personally prepared, reviewed and/or supervised the preparation of the Working Drawings and Specifications for this project. I further certify that, to the best of my knowledge, the Working Drawings and Specifications shall comply or comply with the applicable building codes specified below and have been prepared in accordance with HUD regulations, Handbook requirements and guidelines as identified below.

A. The attached Working Drawings and Specifications are:

1	For the project identified above, which is described as follows: (Describe project by indicating number and types of units, etc.,)
2	Identified as _____ (Identify Working Drawings and Specifications by information normally found in the Title Block of drawings.)
3	In compliance with Local, State or Uniform Building Code: (Specify name and year.)
4	In compliance with other Laws, Ordinances, Exceptions, Deletions, Waivers, Additions, etc., required or granted by the appropriate Local, State, and/or Federal authority (attached herewith).
5	In compliance with the (1) Uniform Federal Accessibility Standards and HUD's implementing regulations at 24 CFR Part 40; (2) and HUD's implementing regulations at 24 CFR Part 8; (3) Fair Housing Act of 1988 and HUD's implementing regulations at 24 CFR part 100 for covered multifamily dwellings designed and constructed for first occupancy after March 13, 1991; and (4) the Americans

Attachment M

	with Disabilities Act of 1990
5a	Specify the number of units in the project that will receive Project Based Assistance that fully meet the Uniform Federal Accessibility Standards and implementing regulations:
5b	The number of units identified in 5a above represents what percentage of units receiving Project Based Assistance in this project:

Owner:	
Project Name:	
Signature:	
Print or Type Name:	
Name of Firm:	
Business Address:	
Telephone Number:	
License Number:	

(Seal)

**Warning:** Title 18 U.S.C., Sections 1001 and 1010, provides in part that whoever knowingly and willfully makes or uses a document containing any false, fictitious, or fraudulent statement or entry, in any matter in the jurisdiction of any Department or Agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years or both. A false statement shall constitute a violation of Sections 1001 and 1010 of Title 18 U.S.C.



**EL DORADO COUNTY  
HEALTH AND HUMAN SERVICES AGENCY  
PUBLIC HOUSING AUTHORITY**

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**CERTIFICATION OF CENSUS TRACT**

Please complete the items below. For assistance, go to <https://geomap.ffiec.gov/FFIECGeocMap/GeocodeMap1.aspx> for information regarding your project's census tract.

Project Address: \_\_\_\_\_

Census Tract: \_\_\_\_\_

Poverty Rate: \_\_\_\_\_

I certify that the information entered above is true, complete and accurate to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

# Western Slope

## Utility Allowance 2021 Calculation Worksheets

\\HHSADATA2\HS-Housing Assistance\Utility Allowances\2021 Utility Allowance Schedules\Calculation workbooks 2021

 UA 2021 Calculation Band P Incorporated City of Placerville Only	11/4/2020 10:56 AM
 UA 2021 Calculation Band S Unincorporated Under 3000 Ft	11/4/2020 11:28 AM
 UA 2021 Calculation Band Y Over 3500 Ft	11/4/2020 11:13 AM

Attachment O

Hud - 52667

**Band P Incorporated City of Placerville Only**

Effective date

1/1/2021

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT  
SECTION 8, EXISTING HOUSING ALLOWANCES FOR  
TENANT FURNISHED UTILITIES AND OTHER SERVICES

Date :

11/4/2020

Locality: El Dorado County

Unit Type: Apartments / Townhouses

Utility or Service	Monthly Dollar Allowances					
	0 - BR	1 - BR	2 - BR	3 - BR	4 - BR	5 - BR
<b>HEATING</b>						
a. Natural Gas	27	37	51	53	65	75
b. Bottle Gas	56	75	100	106	128	150
c. Oil	32	44	59	74	91	106
d. Electric	51	68	93	97	119	138
e. Wood	53	77	97	117	144	167
<b>COOKING</b>						
a. Natural Gas	8	9	11	13	15	18
b. Bottle Gas	14	17	19	25	31	33
c. Electric	9	11	14	18	23	27
<b>Other Electric</b>	17	22	31	36	40	45
<b>Air Conditioning</b>	9	14	17	22	27	31
<b>Evaporate Cooling</b>	3	3	5	7	10	12
<b>WATER HEATING</b>						
a. Natural Gas	14	18	21	25	29	33
b. Bottle Gas	28	36	44	50	58	67
c. Electric	26	35	43	52	60	69
<b>Water</b>	28	35	43	50	62	69
<b>Sewer</b>	86	86	105	124	153	172
<b>Trash Collection</b>	36	36	36	36	36	36
<b>APPLIANCES</b>						
Range	8	8	8	8	8	8
Refrigerator	6	6	6	6	6	6
Other-Specify						
<b>ALL ELECTRIC</b>	102	134	182	204	243	279
<b>ACTUAL FAMILY ALLOWANCES</b>						
To be used by family to compute allowances. Complete below for actual unit rented.			<b>UTILITY or SERVICE</b>			
Name of Family			Per Month			
Address of Unit			Heating .....			
Number of Bedrooms			Cooking .....			
			Other Electric .....			
			Air Conditioning .....			
			Water Heating .....			
			Water .....			
			Sewer .....			
			Trash .....			
			Range .....			
			Refrigerator .....			
			All Electric .....			
			Total			
			0			

Attachment O

Hud - 52667

Band P Incorporated City of Placerville Only

Effective date:

1/1/2021

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT  
SECTION 8, EXISTING HOUSING ALLOWANCES FOR  
TENANT FURNISHED UTILITIES AND OTHER SERVICES

Date :

11/4/2020

Locality: El Dorado County

Unit Type: Detached / Duplex

Utility or Service	Monthly Dollar Allowances					
	0 - BR	1 - BR	2 - BR	3 - BR	4 - BR	5 - BR
<b>HEATING</b>						
a. Natural Gas	34	44	58	61	75	88
b. Bottle Gas	70	86	103	120	150	167
c. Oil	41	50	68	85	103	123
d. Electric	63	80	107	112	137	161
e. Wood	63	83	107	134	167	200
<b>COOKING</b>						
a. Natural Gas	8	9	11	13	15	18
b. Bottle Gas	14	17	19	25	31	33
c. Electric	9	11	14	18	23	27
<b>Other Electric</b>	17	22	31	36	40	45
<b>Air Conditioning</b>	9	14	17	22	27	31
<b>Evaporate Cooling</b>	3	3	5	7	10	12
<b>WATER HEATING</b>						
a. Natural Gas	14	18	21	25	29	33
b. Bottle Gas	28	36	44	50	58	67
c. Electric	26	35	43	52	60	69
<b>Water</b>	32	42	51	61	75	84
<b>Sewer</b>	72	72	86	120	147	165
<b>Trash Collection</b>	36	36	36	36	36.27	36
<b>APPLIANCES</b>						
Range	8	8	8	8	8	8
Refrigerator	6	6	6	6	6	6
Other-Specify						
<b>ALL ELECTRIC</b>	115	148	195	218	261	302
<b>ACTUAL FAMILY ALLOWANCES</b>						
To be used by family to compute allowances. Complete below for actual unit rented.				<b>UTILITY or SERVICE</b>		
Name of Family				Per Month		
Address of Unit				Heating .....		
				Cooking .....		
				Other Electric .....		
				Air Conditioning .....		
				Water Heating .....		
				Water .....		
				Sewer .....		
				Trash .....		
				Range .....		
				Refrigerator .....		
Number of Bedrooms				All Electric .....		
				Total	0	

RFP #21-918-009

21-1407 A 59 of 176

Attachment O

Hud - 52667

Band S Unincorporated- Under 3000 Feet

Effective date

1/1/2021

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT  
SECTION 8, EXISTING HOUSING ALLOWANCES FOR  
TENANT FURNISHED UTILITIES AND OTHER SERVICES

Date :

11/4/2020

Locality: El Dorado County Unit Type: Apartments / Townhouses

Utility or Service	Monthly Dollar Allowances					
	0 - BR	1 - BR	2 - BR	3 - BR	4 - BR	5 - BR
<b>HEATING</b>						
a. Natural Gas	27	37	51	53	65	75
b. Bottle Gas	56	75	100	106	128	150
c. Oil	32	44	59	74	91	106
d. Electric	51	68	93	97	119	138
e. Wood	53	77	97	117	144	167
<b>COOKING</b>						
a. Natural Gas	8	9	11	13	15	18
b. Bottle Gas	14	17	19	25	31	33
c. Electric	9	11	14	18	23	27
<b>Other Electric</b>	17	22	31	36	40	45
<b>Air Conditioning</b>	9	14	17	22	27	31
<b>Evaporate Cooling</b>	3	3	5	7	10	12
<b>WATER HEATING</b>						
a. Natural Gas	14	18	21	25	29	33
b. Bottle Gas	28	36	44	50	58	67
c. Electric	26	35	43	52	60	69
<b>Water</b>	43	47	51	55	61	65
<b>Sewer</b>	36	42	49	56	66	73
<b>Trash Collection</b>	34	34	34	34	34	34
<b>APPLIANCES</b>						
Range	8	8	8	8	8	8
Refrigerator	6	6	6	6	6	6
Other-Specify						
<b>ALL ELECTRIC</b>	102	134	182	204	243	279

ACTUAL FAMILY ALLOWANCES		UTILITY or SERVICE	Per Month
To be used by family to compute allowances. Complete below for actual unit rented.		Heating .....	
Name of Family		Cooking .....	
Address of Unit		Other Electric .....	
		Air Conditioning .....	
		Water Heating .....	
		Water .....	
		Sewer .....	
		Trash .....	
		Range .....	
		Refrigerator .....	
Number of Bedrooms		All Electric .....	
		Total	0

Attachment O

Hud - 52667

**Band S Unincorporated- Under 3000 Feet**

Effective date: **1/1/2021**

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT  
SECTION 8, EXISTING HOUSING ALLOWANCES FOR  
TENANT FURNISHED UTILITIES AND OTHER SERVICES

Date : **11/4/2020**

Locality: **El Dorado County**

Unit Type: **Detached / Duplex**

Utility or Service	Monthly Dollar Allowances					
	0 - BR	1 - BR	2 - BR	3 - BR	4 - BR	5 - BR
<b>HEATING</b>						
a. Natural Gas	34	44	58	61	75	88
b. Bottle Gas	70	86	103	120	150	167
c. Oil	41	50	68	85	103	123
d. Electric	63	80	107	112	137	161
e. Wood	63	83	107	134	167	200
<b>COOKING</b>						
a. Natural Gas	8	9	11	13	15	18
b. Bottle Gas	14	17	19	25	31	33
c. Electric	9	11	14	18	23	27
<b>Other Electric</b>	17	22	31	36	40	45
<b>Air Conditioning</b>	9	14	17	22	27	31
<b>Evaporate Cooling</b>	3	3	5	7	10	12
<b>WATER HEATING</b>						
a. Natural Gas	14	18	21	25	29	33
b. Bottle Gas	28	36	44	50	58	67
c. Electric	26	35	43	52	60	69
<b>Water</b>	42	46	50	54	61	66
<b>Sewer</b>	60	68	77	86	99	108
<b>Trash Collection</b>	34	34	34	34	34.02	34
<b>APPLIANCES</b>						
Range	8	8	8	8	8	8
Refrigerator	6	6	6	6	6	6
Other-Specify						
<b>ALL ELECTRIC</b>	115	148	195	218	261	302

<b>ACTUAL FAMILY ALLOWANCES</b>		<b>UTILITY or SERVICE</b>		<b>Per Month</b>
To be used by family to compute allowances. Complete below for actual unit rented.		Heating .....		
Name of Family		Cooking .....		
Address of Unit		Other Electric .....		
Number of Bedrooms		Air Conditioning .....		
		Water Heating .....		
		Water .....		
		Sewer .....		
		Trash .....		
		Range .....		
		Refrigerator .....		
		All Electric .....		
		<b>Total</b>		<b>0</b>

Attachment O

Hud - 52667

Band Y Over 3000 Feet

Effective date

1/1/2021

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT  
SECTION 8, EXISTING HOUSING ALLOWANCES FOR  
TENANT FURNISHED UTILITIES AND OTHER SERVICES

Date : 11/4/2020

Locality: El Dorado County Unit Type: Apartments / Townhouses

Utility or Service	Monthly Dollar Allowances					
	0 - BR	1 - BR	2 - BR	3 - BR	4 - BR	5 - BR
<b>HEATING</b>						
a. Natural Gas	30	40	55	58	71	82
b. Bottle Gas	61	81	111	117	142	164
c. Oil	35	47	65	79	97	115
d. Electric	55	74	101	106	129	150
e. Wood	60	80	107	134	164	190
<b>COOKING</b>						
a. Natural Gas	8	9	11	13	15	18
b. Bottle Gas	15	18	22	26	31	36
c. Electric	9	11	14	18	23	27
<b>Other Electric</b>	17	22	31	36	40	45
<b>Air Conditioning</b>	9	14	17	22	27	31
<b>Evaporate Cooling</b>	3	3	5	7	10	12
<b>WATER HEATING</b>						
a. Natural Gas	15	19	23	27	31	35
b. Bottle Gas	30	39	46	54	62	71
c. Electric	28	37	46	56	65	75
<b>Water</b>	43	47	51	55	61	65
<b>Sewer</b>	36	42	49	56	66	73
<b>Trash Collection</b>	36	36	36	36	36	36
<b>APPLIANCES</b>						
Range	8	8	8	8	8	8
Refrigerator	6	6	6	6	6	6
Other-Specify						
<b>ALL ELECTRIC</b>	108	144	193	216	258	297

<b>ACTUAL FAMILY ALLOWANCES</b>		<b>UTILITY or SERVICE</b>		<b>Per Month</b>
To be used by family to compute allowances. Complete below for actual unit rented.		Heating .....		
Name of Family		Cooking .....		
Address of Unit		Other Electric .....		
		Air Conditioning .....		
		Water Heating .....		
		Water .....		
		Sewer .....		
		Trash .....		
		Range .....		
		Refrigerator .....		
Number of Bedrooms		All Electric .....		
		Total		<b>0</b>

Attachment O

Hud - 52667

Band Y - Over 3000 feet

Effective date: 1/1/2021

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SECTION 8, EXISTING HOUSING ALLOWANCES FOR TENANT FURNISHED UTILITIES AND OTHER SERVICES					Date : 11/4/2020	
Locality: El Dorado County			Unit Type: Detached / Duplex			
Utility or Service	Monthly Dollar Allowances					
	0 - BR	1 - BR	2 - BR	3 - BR	4 - BR	5 - BR
<b>HEATING</b>						
a. Natural Gas	37	47	62	66	81	95
b. Bottle Gas	75	92	114	131	164	181
c. Oil	44	56	74	91	112	132
d. Electric	69	87	115	122	149	175
e. Wood	70	87	117	150	187	224
<b>COOKING</b>						
a. Natural Gas	8	9	11	13	15	18
b. Bottle Gas	15	18	22	26	31	36
c. Electric	9	11	14	18	23	27
<b>Other Electric</b>	17	22	31	36	40	45
<b>Air Conditioning</b>	9	14	17	22	27	31
<b>Evaporate Cooling</b>	3	3	5	7	10	12
<b>WATER HEATING</b>						
a. Natural Gas	15	19	21	25	29	33
b. Bottle Gas	30	39	46	54	62	71
c. Electric	28	37	43	52	60	69
<b>Water</b>	42	46	50	54	61	66
<b>Sewer</b>	60	68	77	86	99	108
<b>Trash Collection</b>	36	36	36	36	36	36
<b>APPLIANCES</b>						
Range	8	8	8	8	8	8
Refrigerator	6	6	6	6	6	6
Other-Specify						
<b>ALL ELECTRIC</b>	122	157	207	232	278	322
<b>ACTUAL FAMILY ALLOWANCES</b>						
To be used by family to compute allowances. Complete below for actual unit rented.			UTILITY or SERVICE Per Month			
Name of Family			Heating .....			
Address of Unit			Cooking .....			
			Other Electric .....			
Number of Bedrooms			Air Conditioning .....			
			Water Heating .....			
			Water .....			
			Sewer .....			
			Trash .....			
			Range .....			
			Refrigerator .....			
			All Electric .....			
			Total			0

Band P Incorporated City of Placerville Only

2021 UA Calculations

Apt/Townhouses

Utility or Service	0 - BR			1 - BR			2 - BR			3 - BR			4 - BR			5 - BR		
	Avg Rate	HUD Multiplier	Allowance															
<b>HEATING</b>																		
a. Natural Gas	1.51055	18.2	27.49201	1.51055	24.5	37.00848	1.51055	33.6	50.75448	1.51055	35.1	53.02031	1.51055	42.8	64.65154	1.51055	49.8	75.22539
b. Bottle Gas	2.78	20	55.6	2.78	27	75.06	2.78	36	100.08	2.78	38	105.64	2.78	46	127.88	2.78	54	150.12
c. Oil	2.94	11	32.34	2.94	15	44.1	2.94	20	58.8	2.94	25	73.5	2.94	31	91.14	2.94	36	105.84
d. Electric	0.15913	318	50.60394	0.15913	427	67.94851	0.15913	586	93.25018	0.15913	612	97.38756	0.15913	747	118.8701	0.15913	868	138.1248
e. Wood	333.92	0.16	53.4272	333.92	0.23	76.8016	333.92	0.29	96.8368	333.92	0.35	116.872	333.92	0.43	143.5856	333.92	0.5	166.96
<b>COOKING</b>																		
a. Natural Gas	1.51055	5	7.55275	1.51055	6	9.0633	1.51055	7.1	10.72491	1.51055	8.6	12.99073	1.51055	10.1	15.25656	1.51055	11.9	17.97555
b. Bottle Gas	2.78	5	13.9	2.78	6	16.68	2.78	7	19.46	2.78	9	25.02	2.78	11	30.58	2.78	12	33.36
c. Electric	0.15913	55	8.75215	0.15913	70	11.1391	0.15913	90	14.3217	0.15913	115	18.29995	0.15913	145	23.07385	0.15913	170	27.0521
<b>Other Electric</b>	0.15913	104	16.54952	0.15913	136	21.64168	0.15913	195	31.03035	0.15913	228	36.28164	0.15913	254	40.41902	0.15913	280	44.5564
<b>Air Conditioning</b>	0.15913	59	9.38867	0.15913	85	13.52605	0.15913	109	17.34517	0.15913	136	21.64168	0.15913	168	26.73384	0.15913	197	31.34861
<b>Evaporate Cooling</b>	0.15913	21	3.34173	0.15913	21	3.34173	0.15913	31	4.93303	0.15913	47	7.47911	0.15913	62	9.86606	0.15913	78	12.41214
<b>WATER HEATING</b>																		
a. Natural Gas	1.51055	9.3	14.04812	1.51055	12	18.1266	1.51055	14.1	21.29876	1.51055	16.5	24.92408	1.51055	19.2	29.00256	1.51055	21.9	33.08105
b. Bottle Gas	2.78	10	27.8	2.78	13	36.14	2.78	16	44.48	2.78	18	50.04	2.78	21	58.38	2.78	24	66.72
c. Electric	0.15913	165	26.25645	0.15913	220	35.0086	0.15913	270	42.9651	0.15913	325	51.71725	0.15913	380	60.4694	0.15913	435	69.22155
<b>Water</b>	27.67	35.22	42.77	35.22	42.77	50.32	35.22	42.77	50.32	35.22	42.77	50.32	35.22	42.77	50.32	35.22	42.77	50.32
<b>Sewer</b>	86.47	86.47	105.38	86.47	86.47	105.38	86.47	86.47	105.38	86.47	86.47	105.38	86.47	86.47	105.38	86.47	86.47	105.38
<b>Trash Collection</b>	36.27	36.27	36.27	36.27	36.27	36.27	36.27	36.27	36.27	36.27	36.27	36.27	36.27	36.27	36.27	36.27	36.27	36.27
<b>APPLIANCES</b>																		
Range		8			8			8			8			8				8
Refrigerator		6			6			6			6			6				6
Other-Specify																		
<b>ALL ELECTRIC</b>	0.15913	642	102.1615	0.15913	843	134.1466	0.15913	1141	181.5673	0.15913	1280	203.6864	0.15913	1526	242.8324	0.15913	1753	278.9549

Attachment O

Utility or Service	0 - BR		1 - BR		2 - BR		3 - BR		4 - BR		5 - BR							
	Avg Rate	HUD Multiplier	Allowance															
<b>HEATING</b>																		
a. Natural Gas	1.51055	22.8	34.44054	1.51055	28.8	43.50384	1.51055	38.4	58.00512	1.51055	40.3	60.87517	1.51055	49.5	74.77223	1.51055	58.1	87.76296
b. Bottle Gas	2.78	25	69.5	2.78	31	86.18	2.78	37	102.86	2.78	43	118.54	2.78	54	150.12	2.78	60	166.8
c. Oil	2.94	14	41.16	2.94	17	49.98	2.94	23	67.62	2.94	29	85.26	2.94	35	102.9	2.94	42	123.48
d. Electric	0.15913	398	63.33374	0.15913	502	79.86326	0.15913	670	108.8171	0.15913	702	111.7093	0.15913	862	137.1701	0.15913	1013	161.1987
e. Wood	333.92	0.19	63.4448	333.92	0.25	83.48	333.92	0.32	106.8544	333.92	0.4	133.568	333.92	0.5	166.96	333.92	0.6	200.352
<b>COOKING</b>																		
a. Natural Gas	1.51055	5	7.55275	1.51055	6	9.0633	1.51055	7.1	10.72491	1.51055	8.6	12.99073	1.51055	10.1	15.25656	1.51055	11.9	17.97555
b. Bottle Gas	2.78	5	13.9	2.78	6	16.68	2.78	7	19.46	2.78	9	25.02	2.78	11	30.58	2.78	12	33.36
c. Electric	0.15913	55	8.75215	0.15913	70	11.1391	0.15913	90	14.3217	0.15913	115	18.28995	0.15913	145	23.07385	0.15913	170	27.0521
<b>Other Electric</b>	0.15913	104	16.54852	0.15913	136	21.84168	0.15913	195	31.03035	0.15913	228	36.28164	0.15913	264	40.41902	0.15913	280	44.5564
<b>Air Conditioning</b>	0.15913	59	9.38867	0.15913	85	13.52605	0.15913	109	17.34517	0.15913	136	21.84168	0.15913	168	26.73384	0.15913	197	31.34861
<b>Evaporate Cooling</b>	0.15913	21	3.34173	0.15913	21	3.34173	0.15913	31	4.93303	0.15913	47	7.47911	0.15913	62	9.86606	0.15913	78	12.41214
<b>WATER HEATING</b>																		
a. Natural Gas	1.51055	9.3	14.04812	1.51055	12	18.1266	1.51055	14.1	21.29876	1.51055	16.5	24.92408	1.51055	19.2	29.00256	1.51055	21.9	33.08105
b. Bottle Gas	2.78	10	27.8	2.78	13	36.14	2.78	16	44.48	2.78	18	50.04	2.78	21	58.38	2.78	24	66.72
c. Electric	0.15913	165	26.25645	0.15913	220	35.0086	0.15913	270	42.9651	0.15913	325	51.71725	0.15913	380	60.4694	0.15913	435	69.22155
<b>Water</b>	32.38	41.82	41.82	51.26	60.70	74.85	84.29											
<b>Sewer</b>	72.05	72.05	72.05	86.24	120.18	146.97	164.83											
<b>Trash Collection</b>	36.27	36.27	36.27	36.27	36.27	36.27	36.27											
<b>APPLIANCES</b>																		
Range	8	8	8	8	8	8	8											
Refrigerator	6	6	6	6	6	6	6											
Other-Specify																		
<b>ALL ELECTRIC</b>	0.15913	722	114.8919	0.15913	928	147.6726	0.15913	1225	194.9343	0.15913	1370	218.0081	0.15913	1641	261.1323	0.15913	1898	302.0287

Band S Unincorporated 3000 Feet

2021  
UA Calculations

Apt/Townhouses

Utility or Service	0 - BR		1 - BR		2 - BR		3 - BR		4 - BR		5 - BR							
	Avg Rate	HUD Multiplier	Allowance															
<b>HEATING</b>																		
a. Natural Gas	1.51055	18.2	27.49201	1.51055	24.5	37.00848	1.51055	33.6	50.75448	1.51055	35.1	53.02031	1.51055	42.8	64.65154	1.51055	49.8	75.22339
b. Bottle Gas	2.78	20	55.6	2.78	27	75.06	2.78	36	100.08	2.78	38	105.64	2.78	46	127.88	2.78	54	150.12
c. Oil	2.94	11	32.34	2.94	15	44.1	2.94	20	58.8	2.94	25	73.5	2.94	31	91.14	2.94	36	105.84
d. Electric	0.15913	318	50.60334	0.15913	427	67.94851	0.15913	586	93.25018	0.15913	612	97.38756	0.15913	747	118.8701	0.15913	868	138.1248
e. Wood	333.92	0.16	53.4272	333.92	0.23	76.8016	333.92	0.29	96.8368	333.92	0.35	116.872	333.92	0.43	143.5856	333.92	0.5	166.96
<b>COOKING</b>																		
a. Natural Gas	1.51055	5	7.55275	1.51055	6	9.0633	1.51055	7.1	10.72491	1.51055	8.6	12.99073	1.51055	10.1	15.26666	1.51055	11.9	17.97555
b. Bottle Gas	2.78	5	13.9	2.78	6	16.68	2.78	7	19.48	2.78	9	25.02	2.78	11	30.58	2.78	12	33.36
c. Electric	0.15913	55	8.75215	0.15913	70	11.1391	0.15913	90	14.3217	0.15913	115	18.28995	0.15913	145	23.07385	0.15913	170	27.0521
<b>Other Electric</b>	0.15913	104	16.54952	0.15913	136	21.64168	0.15913	195	31.03035	0.15913	228	36.28164	0.15913	254	40.41902	0.15913	280	44.5564
<b>Air Conditioning</b>	0.15913	59	9.38867	0.15913	85	13.52605	0.15913	109	17.34517	0.15913	136	21.64168	0.15913	168	26.73384	0.15913	197	31.34861
<b>Evaporate Cooling</b>	0.15913	21	3.34173	0.15913	21	3.34173	0.15913	31	4.93303	0.15913	47	7.47911	0.15913	62	9.86606	0.15913	78	12.41214
<b>WATER HEATING</b>																		
a. Natural Gas	1.51055	9.3	14.04812	1.51055	12	18.1266	1.51055	14.1	21.29876	1.51055	16.5	24.92408	1.51055	19.2	29.00258	1.51055	21.9	33.08105
b. Bottle Gas	2.78	10	27.8	2.78	13	36.14	2.78	16	44.48	2.78	18	50.04	2.78	21	58.38	2.78	24	66.72
c. Electric	0.15913	165	26.25645	0.15913	220	35.0086	0.15913	270	42.9651	0.15913	325	51.71725	0.15913	380	60.4694	0.15913	435	69.22155
<b>Water</b>	43.22	43.22	47.15	51.08	51.08	55.00	60.89	60.89	64.82	64.82	68.75	73.63	73.63	78.51	83.40	88.29	93.17	98.06
<b>Sewer</b>	35.65	35.65	42.48	49.32	49.32	56.15	63.00	63.00	69.83	69.83	76.66	83.50	83.50	90.33	97.17	104.00	110.83	117.67
<b>Trash Collection</b>	34.02	34.02	34.02	34.02	34.02	34.02	34.02	34.02	34.02	34.02	34.02	34.02	34.02	34.02	34.02	34.02	34.02	34.02
<b>APPLIANCES</b>																		
Range		8			8			8		8			8		8			8
Refrigerator		6			6			6		6			6		6			6
Other-Specify																		
<b>ALL ELECTRIC</b>	0.15913	642	102.1615	0.15913	843	134.1466	0.15913	1141	181.5673	0.15913	1280	203.6864	0.15913	1526	242.8324	0.15913	1753	278.9549

Attachment O





Utility or Service	0 - BR		1 - BR		2 - BR		3 - BR		4 - BR		5 - BR							
	Avg Rate	HUD Multiplier	Allowance															
<b>HEATING</b>																		
a. Natural Gas	1.51055	24.5	37,00848	1.51055	31	46,92705	1.51055	41.2	62,23466	1.51055	43.5	65,70893	1.51055	53.4	80,66337	1.51055	62.6	94,56043
b. Bottle Gas	2.78	27	75.06	2.78	33	91.74	2.78	41	113.98	2.78	47	130.66	2.78	59	164.02	2.78	65	180.7
c. Oil	2.94	15	44.1	2.94	19	55.88	2.94	26	73.5	2.94	31	91.14	2.94	38	111.72	2.94	45	132.3
d. Electric	0.15913	433	68,90329	0.15913	547	87,04411	0.15913	725	115,3693	0.15913	784	121,5763	0.15913	938	149,2639	0.15913	1102	175,3613
e. Wood	333.92	0.21	70,1232	333.92	0.26	86,8192	333.92	0.35	116,872	333.92	0.45	150,284	333.92	0.56	186,9852	333.92	0.67	223,7264
<b>COOKING</b>																		
a. Natural Gas	1.51055	5	7,55275	1.51055	6	9,0633	1.51055	7.1	10,72491	1.51055	8.6	12,99073	1.51055	10.1	15,25656	1.51055	12	18,1266
b. Bottle Gas	2.78	5.44	15,1232	2.78	6.56	18,2868	2.78	7.75	21,545	2.78	9.37	26,0486	2.78	11.02	30,6356	2.78	12.98	36,0844
c. Electric	0.15913	55	8,75215	0.15913	70	11,1391	0.15913	90	14,3217	0.15913	115	18,29995	0.15913	145	23,07385	0.15913	170	27,0521
Other Electric	0.15913	104	16,54952	0.15913	136	21,64168	0.15913	195	31,03035	0.15913	228	36,28164	0.15913	254	40,41902	0.15913	280	44,5564
<b>Air Conditioning</b>																		
a. Natural Gas	0.15913	59	9,38867	0.15913	85	13,52605	0.15913	109	17,34517	0.15913	136	21,64168	0.15913	168	26,73384	0.15913	197	31,34861
Evaporate Cooling	0.15913	21	3,34173	0.15913	21	3,34173	0.15913	31	4,93303	0.15913	47	7,47911	0.15913	62	9,86606	0.15913	78	12,47214
<b>WATER HEATING</b>																		
a. Natural Gas	1.51055	9.9	14,95445	1.51055	12.8	19,33504	1.51055	14.1	21,28876	1.51055	16.5	24,92408	1.51055	19.2	29,00256	1.51055	21.9	33,08105
b. Bottle Gas	2.78	10.8	30,024	2.78	13.97	38,8366	2.78	16.69	46,3982	2.78	19.41	53,9598	2.78	22.46	62,4388	2.78	25.63	71,2514
c. Electric	0.15913	175	27,84775	0.15913	235	37,39555	0.15913	270	42,9651	0.15913	325	51,71725	0.15913	380	60,4694	0.15913	435	69,22155
Water	42.08				46.20			50.33			54.45		60.87		65.85		71.2514	
Sewer	59.58				68.29			77.91		85.72		98.79		107.51		124.214		141.1
Trash Collection	36.27				36.27			36.27		36.27		36.27		36.27		36.27		36.27
<b>APPLIANCES</b>																		
Range		8			8			8		8		8		8		8		8
Refrigerator		6			6			6		6		6		6		6		6
Other-Specify																		
<b>ALL ELECTRIC</b>	0.15913	767	122,0527	0.15913	988	157,2204	0.15913	1303	207,3464	0.15913	1457	231,8524	0.15913	1747	278,0001	0.15913	2022	321,7609

# South Lake Tahoe

## Utility Allowance 2021 Calculation Worksheets

<\\HHSADATA2\HS-Housing Assistance\Utility Allowances\2021 Utility Allowance Schedules\Calculation workbooks 2021>

 UA 2021 Calculation Band (SLT)

11/4/2020 10:35 AM

Attachment O

Hud - 52667

Band South Lake Tahoe

Effective date: 11/1/2021

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SECTION 8, EXISTING HOUSING ALLOWANCES FOR TENANT FURNISHED UTILITIES AND OTHER SERVICES				Date : 11/4/2020		
Locality: El Dorado County				Unit Type: Apartments / Townhouses		
Utility or Service	Monthly Dollar Allowances					
	0 - BR	1 - BR	2 - BR	3 - BR	4 - BR	5 - BR
<b>HEATING</b>						
a. Natural Gas	23	29	41	43	52	62
b. Bottle Gas	55	73	101	106	129	149
c. Oil	36	48	66	81	99	117
d. Electric	39	52	71	74	91	106
e. Wood	64	86	115	143	176	204
<b>COOKING</b>						
a. Natural Gas	4	4	4	6	6	8
b. Bottle Gas	14	16	19	23	28	33
c. Electric	6	8	10	13	16	19
<b>Nat Gas per Meter</b>	4	4	4	4	4	4
<b>Other Electric (incl per meter)</b>	19	22	29	33	36	39
<b>Air Conditioning</b>	7	10	12	15	19	22
<b>Evaporate Cooling</b>	2	2	3	5	7	9
<b>WATER HEATING</b>						
a. Natural Gas	8	10	12	14	16	19
b. Bottle Gas	27	35	42	49	57	65
c. Electric	20	26	32	39	46	53
<b>Water</b>	58	58	58	58	58	58
<b>Sewer</b>	30	44	44	44	59	59
<b>Trash Collection</b>	31	31	31	31	31	31
<b>APPLIANCES</b>						
Range	8	8	8	8	8	8
Refrigerator	6	6	6	6	6	6
Other-Specify						
<b>ALL ELECTRIC</b>	98	127	164	185	228	262
<b>ACTUAL FAMILY ALLOWANCES</b>						
To be used by family to compute allowances. Complete below for actual unit rented.				UTILITY or SERVICE Per Month		
Name of Family				Heating .....		
Address of Unit				Cooking .....		
				Nat Gas Meter .....		
Number of Bedrooms				Other Electric .....		
				Air Conditioning .....		
				Water Heating .....		
				Water .....		
				Sewer .....		
				Trash .....		
				Range .....		
				Refrigerator .....		
				All Electric .....		
				Total	0	

RFP #21-918-009

Attachment O

Hud - 52667

**Band South Lake Tahoe**

Effective date: **1/1/2021**

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SECTION 8, EXISTING HOUSING ALLOWANCES FOR TENANT FURNISHED UTILITIES AND OTHER SERVICES					Date : <b>11/4/2020</b>	
Locality: <b>El Dorado County</b>				Unit Type: <b>Detached / Duplex</b>		
Utility or Service	Monthly Dollar Allowances					
	0 - BR	1 - BR	2 - BR	3 - BR	4 - BR	5 - BR
<b>HEATING</b>						
a. Natural Gas	29	35	47	50	62	72
b. Bottle Gas	68	83	103	118	149	164
c. Oil	45	57	75	93	114	135
d. Electric	48	61	81	86	105	123
e. Wood	75	93	125	161	201	240
<b>COOKING</b>						
a. Natural Gas	4	4	4	6	6	8
b. Bottle Gas	14	16	19	23	28	33
c. Electric	6	8	10	13	16	19
<b>Nat Gas per Meter</b>	4	4	4	4	4	4
<b>Other Electric (incl per meter)</b>	19	22	29	33	36	39
<b>Air Conditioning</b>	7	10	12	15	19	22
<b>Evaporate Cooling</b>	2	2	3	5	7	9
<b>WATER HEATING</b>						
a. Natural Gas	8	10	12	14	16	19
b. Bottle Gas	27	35	42	49	56	65
c. Electric	20	26	32	39	46	53
<b>Water</b>	58	58	58	58	58	58
<b>Sewer</b>	30	44	44	44	59	59
<b>Trash Collection</b>	31	31	31	31	31	31
<b>APPLIANCES</b>						
Range	8	8	8	8	8	8
Refrigerator	6	6	6	6	6	6
Other-Specify						
<b>ALL ELECTRIC</b>	105	134	173	200	239	276
<b>ACTUAL FAMILY ALLOWANCES</b>						
To be used by family to compute allowances. Complete below for actual unit rented.				UTILITY or SERVICE <span style="float: right;">Per Month</span>		
Name of Family				Heating .....		
				Cooking .....		
Address of Unit				Nat Gas Meter .....		
				Other Electric .....		
Number of Bedrooms				Air Conditioning .....		
				Water Heating .....		
				Water .....		
				Sewer .....		
				Trash .....		
				Range .....		
				Refrigerator .....		
				All Electric .....		
				Total	0	

RFP #21-918-009

Band SLT

2021  
UA Calculations

Apt/Townhouses

Utility or Service	0 - BR			1 - BR			2 - BR			3 - BR			4 - BR			5 - BR		
	Avg Rate	HUD Multiplier	Allowance															
<b>HEATING</b>																		
a. Natural Gas	0.72264	31.4	22,6909	0.72264	40	28,9056	0.72264	57	41,19048	0.72264	60	43,3584	0.72264	71.4	51,5965	0.72264	85.7	61,93025
b. Bottle Gas	2.52	22	55.44	2.52	29	73.08	2.52	40	100.8	2.52	42	105.84	2.52	51	128.52	2.52	59	148.68
c. Oil	3	12	36	3	16	48	3	22	66	3	27	81	3	33	99	3	39	117
d. Electric	0.11193	346	38,7278	0.11193	484	51,93552	0.11193	637	71,29941	0.11193	665	74,43345	0.11193	812	90,88716	0.11193	944	105,6619
e. Wood	358.33	0.18	64,4984	358.33	0.24	85,9992	358.33	0.32	114,6656	358.33	0.4	143,332	358.33	0.49	175,5817	358.33	0.57	204,2481
<b>COOKING</b>																		
a. Natural Gas	0.72264	6	4,33584	0.72264	6	4,33584	0.72264	6	4,33584	0.72264	6	4,33584	0.72264	6	4,33584	0.72264	6	4,33584
b. Bottle Gas	2.52	5.4	13,608	2.52	6.5	16,38	2.52	7.7	19,404	2.52	9.3	23,436	2.52	11	27,72	2.52	12.9	32,508
c. Electric	0.11193	55	6,15615	0.11193	70	7,8351	0.11193	90	10,0737	0.11193	115	12,87195	0.11193	145	16,22985	0.11193	170	19,0281
<b>Nat Gas per Meter</b>																		
		4.00			4.00			4.00			4.00			4.00			4.00	
<b>Other Electric</b>	0.11193	104	11,64072	0.11193	136	15,22248	0.11193	195	21,82635	0.11193	228	25,52004	0.11193	254	28,43022	0.11193	280	31,3404
Electric Per Meter			7.22			7.22			7.22			7.22			7.22			7.22
<b>Total Other Electric</b>			18,86072			22,44248			29,04635			32,74004			35,65022			38,5604
<b>Air Conditioning</b>	0.11193	59	6,60387	0.11193	85	9,51405	0.11193	109	12,20037	0.11193	136	15,22248	0.11193	168	18,80424	0.11193	197	22,05021
Evaporate Cooling	0.11193	21	2,35053	0.11193	21	2,35053	0.11193	31	3,46983	0.11193	47	5,26071	0.11193	62	6,83966	0.11193	78	8,73054
<b>WATER HEATING</b>																		
a. Natural Gas	0.72264	11.4	8,238096	0.72264	14.2	10,26149	0.72264	17.1	12,35714	0.72264	20	14,4528	0.72264	22.8	16,47619	0.72264	25.7	18,57185
b. Bottle Gas	2.52	10.8	27,216	2.52	13.9	35,028	2.52	16.7	42,084	2.52	19.4	48,988	2.52	22.5	56.7	2.52	25.6	64.512
c. Electric	0.11193	175	19,58775	0.11193	235	26,30355	0.11193	290	32,4597	0.11193	350	39,1755	0.11193	410	45,8813	0.11193	470	52,6071
<b>Water</b>																		
Sewer		58.39			58.39			58.39		58.39		58.39		58.39		58.39		58.39
Trash Collection		29.64			44.46			44.46		44.46		44.46		58.28		58.28		58.28
		30.55			30.55			30.55		30.55		30.55		30.55		30.55		30.55
<b>APPLIANCES</b>																		
Range		8			8			8		8		8		8		8		8
Refrigerator		6			6			6		6		6		6		6		6
Other-Specify																		
<b>ALL ELECTRIC</b>	0.11193	878	98,27454	0.11193	1132	126,7048	0.11193	1465	163,9775	0.11193	1654	185,1322	0.11193	2036	227,8895	0.11193	2338	261,6923

Attachment O

\\HHSADAT\TA2\HS-Housing Assistance\Utility Allowances\2021 Utility Allowance Schedules\Calculation workbooks\2021\UA 2021 Calculation Band (SLT)





**EL DORADO COUNTY  
HEALTH AND HUMAN SERVICES AGENCY  
PUBLIC HOUSING AUTHORITY**

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<b>1. Site Location Adequacy</b>	<b>New/Rehab</b>	<b>Existing</b>
The site is within 2 miles of Public Transit Stop	3	3
The site is within 2 miles of Public Park	3	3
The site is within 2 miles of Public Library	3	3
The site is within 2 miles of Supermarket or Farmer's Market (minimum weekly frequency)	3	3
The site is within 2 miles of Pharmacy	2	2
The site is within 2 miles of Public Medical Clinic or Hospital	3	3
The site is within 2 miles of Public School	3	3
<b>2. Design Adequacy</b>	<b>New/Rehab</b>	<b>Existing</b>
Architectural elevations, setbacks, and massing are considered acceptable for proposed use and in relation to adjacent land uses by City Planning Department staff as evidenced by a Certificate of Permissive Zoning. Existing projects score 0 points.	10	0
Project amenities are appropriate for the planned use. Existing projects score 0 points.	5	0
The zoning and other required land use entitlements are in place. Existing projects score 0 points.	5	0
Units and site meet current accessibility requirements. New construction and rehab projects score 0 points.	0	5
<b>3. Project Feasibility – Financial</b>	<b>New/Rehab</b>	<b>Existing</b>
A complete, proposed development budget is provided and adequate. Developer fee does not exceed 10% of the total development costs. Existing projects score 0 points.	10	0
Preliminary financial commitments are documented. Existing projects score 0 points.	5	0
Proposed 15-year operating budget is attached and adequate. Debt coverage ratio does not exceed 1.25 over 15 year period.	5	5
<b>4. Ownership, Development, and Management Experience*</b>	<b>New/Rehab</b>	<b>Existing</b>
Applicant has 10 years owning and operating affordable housing.	5	5
Applicant owns and operates supportive housing.	5	5
Applicant owns and operates 100 units of affordable	5	5

Attachment P

housing.		
Applicant owns and operates 5 or more properties of affordable housing.	5	5
Applicant has provided the most recent audit or operating budget for a successful project of similar size.	5	5
Applicant / Applicant Affiliates have previously executed AHAP or HAP contracts after project selection with other Public Housing Authorities.	5	5
<b>5. Social Services Onsite**</b>	<b>New/Rehab</b>	<b>Existing</b>
Case Manager (Ratio of 1 FTE to 160 bedrooms)	3	3
Service Coordinator / Other Services Specialist (Ratio of 1 FTE to 600 bedrooms)	3	3
Adult educational, health and wellness, or skill building classes are onsite.	2	5
Licensed child care or after school program for school age children	1	1
Health or behavioral health services are provided by appropriately licensed organization(s) or individual(s).	1	1

\*Partial points may be awarded on a proportional basis for Ownership, Development, and Management Experience (e.g. if applicant has 5 years of experience owning and operating affordable housing units, 2.5 points will be awarded).

\*\*Applicants must include documentation about how Social Services will be funded in order to receive points in this category. Funding may be demonstrated and documented through the operating budget.

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM**

**AGREEMENT TO ENTER INTO A  
HOUSING ASSISTANCE PAYMENTS CONTRACT**

**NEW CONSTRUCTION OR REHABILITATION**

**PART I**

Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.152, which requires the PHA to enter into an Agreement with the owner prior to execution of a HAP contract for PBV assistance as provided in §983.153. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

## **1.1 Parties**

This Agreement to Enter into Housing Assistance Payments Contract (“Agreement”) is between:

\_\_\_\_\_ (“PHA”) and

\_\_\_\_\_ (“owner”).

## **1.2 Purpose**

The owner agrees to develop the Housing Assistance Payments Contract (“HAP Contract”) units to in accordance with Exhibit B and to comply with Housing Quality Standards (“HQS”), and the PHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP Contract with the owner of the Contract units.

### 1.3 Contents of Agreement

This Agreement consists of Part I, Part II, and the following Exhibits:

EXHIBIT A: The approved owner's PBV proposal. (Selection of proposals must be in accordance with 24 CFR 983.51.)

EXHIBIT B: Description of work to be performed under this Agreement, including:

- if the Agreement is for rehabilitation of units, this exhibit must include the rehabilitation work write-up and, where the PHA has determined necessary, specifications and plans.
- if the Agreement is for new construction of units, the work description must include the working drawings and specifications.
- any additional requirements beyond HQS relating to quality, design and architecture that the PHA requires.
- work items resulting from compliance with the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205, the accessibility requirements under section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23, and accessibility requirements under Titles II and III of the Americans with Disabilities Act at 28 CFR parts 35 and 36, as applicable.

EXHIBIT C: Description of housing, including:

- project site.
- total number of units in project covered by this Agreement.
- locations of contract units on site.
- number of contract units by area (size) and number of bedrooms and bathrooms.
- services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner.
- utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant.

Attachment Q

- estimated initial rent to owner for the contract units.

EXHIBIT D: The HAP contract.

**1.4 Significant Dates**

- A. Effective Date of the Agreement: The Agreement must be executed promptly after PHA notice of proposal selection to the owner has been given. The PHA may not enter this Agreement with the owner until a subsidy layering review has been performed and an environmental review has been satisfactorily completed in accordance with HUD requirements.
- B. A project may either be a single-stage or multi-stage project. A single-stage project will have the same Agreement effective date for all contract units. A multi-stage project will separate effective dates for each stage.

\_\_\_\_\_ **Single-stage project**

- i. Effective Date for all contract units: \_\_\_\_\_
- ii. Date of Commencement of the Work: The date for commencement of work is not later than \_\_\_\_\_ calendar days after the effective date of this Agreement.
- iii. Time for Completion of Work: The date for completion of the work is not later than \_\_\_\_\_ calendar days after the effective date of this Agreement.

\_\_\_\_\_ **Multi-Stage Project**

Enter the information for each stage upon execution of the Agreement for the corresponding stage.

STAGE	NUMBER OF UNITS	EFFECTIVE DATE	DATE OF COMMENCEMENT OF WORK	TIME FOR COMPLETION OF WORK

Attachment Q


**1.5 Nature of the Work**

\_\_\_\_\_ This Agreement is for **New Construction** of units to be assisted by the project-based Voucher program.

\_\_\_\_\_ This Agreement is for **Rehabilitation** of units to be assisted by the project-based Voucher program.

**1.6 Schedule of Completion**

- A. Timely Performance of Work: The owner agrees to begin work no later than the date for commencement of work as stated in Section 1.4. In the event the work is not commenced, diligently continued and completed as required under this Agreement, the PHA may terminate this Agreement or take other appropriate action. The owner agrees to report promptly to the PHA the date work is commenced and furnish the PHA with progress reports as required by the PHA.
- B. Time for Completion: All work must be completed no later than the end of the period stated in Section 1.4. Where completion in stages is provided for, work related to units included in each stage shall be completed by the stage completion date and all work on all stages must be completed no later than the end of the period stated in Section 1.4.
- C. Delays: If there is a delay in the completion due to unforeseen factors beyond the owner’s control as determined by the PHA, the PHA agrees to extend the time for completion for an appropriate period as determined by the PHA in accordance with HUD requirements.

**1.7 Changes in Work**

- A. The owner must obtain prior PHA approval for any change from the work specific in Exhibit B which would alter the design or quality of the rehabilitation or construction. The PHA is not required to approve any changes requested by the owner. PHA approval of any change may be conditioned on establishment of a lower initial rent to owner at the amounts determined by PHA.

Attachment Q

- B. If the owner makes any changes in the work without prior PHA approval, the PHA may establish lower initial rents to owner at the amounts determined by PHA in accordance with HUD requirements.
- C. The PHA (or HUD in the case of insured or coinsured mortgages) may inspect the work during rehabilitation or construction to ensure that work is proceeding on schedule, is being accomplished in accordance with the terms of the Agreement, meets the level of material described in Exhibit B and meets typical levels of workmanship for the area.

**1.8 Work completion**

- A. Conformance with Exhibit B: The work must be completed in accordance with Exhibit B. The owner is solely responsible for completion of the work.
- B. Evidence of Completion: When the work is completed, the owner must provide the PHA with the following:
  - 1. A certification by the owner that the work has been completed in accordance with the HQS and all requirements of this Agreement.
  - 2. A certification by the owner that the owner has complied with labor standards and equal opportunity requirements in the development of the housing. (See 24 CFR 983.155(b)(1)(ii).)
  - 3. Additional Evidence of Completion: At the discretion of the PHA, or as required by HUD, this Agreement may specify additional documentation that must be submitted by owner as evidence of completion of the housing. Check the following that apply:

\_\_\_\_\_ A certificate of occupancy or other evidence that the contract units comply with local requirements.

\_\_\_\_\_ An architect's or developer's certification that the housing complies with:

\_\_\_\_\_ the HQS;

\_\_\_\_\_ State, local, or other building codes;

\_\_\_\_\_ Zoning;

\_\_\_\_\_ The rehabilitation work write-up for rehabilitated housing;

## Attachment Q

\_\_\_\_\_ The work description for newly constructed housing; or

\_\_\_\_\_ Any additional design or quality requirements pursuant to this Agreement.

### **1.9 Inspection and Acceptance by the PHA of Completed Contract Units**

- A. Completion of Contract Units: Upon receipt of owner notice of completion of Contract units, the PHA shall take the following steps:
  - 1. Review all evidence of completion submitted by owner.
  - 2. Inspect the units to determine if the housing has been completed in accordance with this Agreement, including compliance with the HQS and any additional requirements imposed by the PHA under this Agreement.
- B. Non-Acceptance: If the PHA determines the work has not been completed in accordance with this Agreement, including non-compliance with the HQS, the PHA shall promptly notify the owner of this decision and the reasons for the non-acceptance. The parties must not enter into the HAP contract.
- C. Acceptance: If the PHA determines housing has been completed in accordance with this Agreement, and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

### **1.10 Acceptance where defects or deficiencies are reported:**

- A. If other defects or deficiencies exist, the PHA shall determine whether and to what extent the defects or deficiencies are correctable, whether the units will be accepted after correction of defects or deficiencies, and the requirements and procedures for such correction and acceptance.
- B. Completion in Stages: Where completion in stages is provided for, the procedures of this paragraph shall apply to each stage.

### **1.11. Execution of HAP Contract**

- A. Time and Execution: Upon acceptance of the units by the PHA, the owner and the PHA execute the HAP contract.

## Attachment Q

- B. **Completion in Stages:** Where completion in stages is provided for the number and types of units in each stage, and the initial rents to owner for such units, shall be separately shown in Exhibit C of the contract for each stage. Upon acceptance of the first stage, the owner shall execute the contract and the signature block provided in the contract for that stage. Upon acceptance of each subsequent stage, the owner shall execute the signature block provided in the contract for such stage.
- C. **Form of Contract:** The terms of the contract shall be provided in Exhibit D of this Agreement. There shall be no change in the terms of the contract unless such change is approved by HUD headquarters. Prior to execution by the owner, all blank spaces in the contract shall 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.

### **1.12 Initial determination of rents**

- A. The estimated amount of initial rent to owner shall be established in Exhibit C of this Agreement.
- B. The initial amount of rent to owner is established at the beginning of the HAP contract term.
- C. The estimated and initial contract rent for each units may in no event exceed the amount authorized in accordance with HUD regulations and requirements. Where the estimated initial rent to owner exceeds the amount authorized in accordance with HUD regulations, the PHA shall establish a lower initial rent tow owner, in accordance with HUD regulations and requirements.

### **1.13 Uniform Relocation Act**

- A. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.
- B. The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Payment of relocation assistance must be paid in accordance with HUD requirements.

## Attachment Q

- C. The acquisition of real property for a project to be assisted under the program is subject to the URA and 49 CFR part 24, subpart B.
- D. The PHA must require the owner to comply with the URA and 49 CFR part 24.
- E. In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term “initiation of negotiations” means the execution of the Agreement between the owner and the PHA.

### **1.14 Protection of In-Place Families**

- A. In order to minimize displacement of in-place families, if a unit to be placed under Contract is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA’s waiting list (if they are not already on the list) and, once their continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized unit in the project.
- B. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.
- C. The term “in-place family” means an eligible family residing in a proposed contract unit on the proposal selection date.
- D. Assistance to in-place families may only be provided in accordance with the program regulations and other HUD requirements.

### **1.15 Termination of Agreement and Contract**

The Agreement or HAP contract may be terminated upon at least 30 days 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.

### **1.16 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 this 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 providing housing assistance payments with respect to the dwelling unit(s) under this Agreement for the duration of the HAP contract.

## 1.17 Owner Default and PHA Remedies

### A. Owner Default

Any of the following is a default by the owner under the Agreement:

1. The owner has failed to comply with any obligation under the Agreement.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the Agreement.
4. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or mortgage insured by HUD and:
  - a. The owner has failed to comply with the regulations for the applicable HUD loan or mortgage insurance program, with the mortgage or mortgage note, or with the regulatory agreement; or
  - b. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

### B. PHA Remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the Agreement.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.

## Attachment Q

3. The PHA's rights and remedies under the Agreement include, but are not limited to: (i) terminating the Agreement; and (ii) declining to execute the HAP contract for some or all of the units.

C. PHA Remedy is not Waived

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

### 1.18 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 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 contractor, subcontractor or supplier is the sole responsibility of the owner and the PHA is not involved in any relationship between the owner and any contractor, subcontractor or supplier.
2. The owner must select a competent contractor to undertake rehabilitation or construction. The owner agrees to 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 contract by the Comptroller General or any federal Department or agency. The owner agrees not to award contracts to, otherwise engage in the service of, or fund any contractor that does not provide this certification.

B. Injury Resulting from Work under the Agreement: The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any 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 any lender to the owner or any suppliers, employees, contractor 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

## Attachment Q

enforce any provision of this Agreement or the Contract, or to assert any claim against HUD, the PHA or the owner under the Agreement or the Contract.

- E. Exclusion of owner Claims against HUD: Nothing in this Agreement shall be construed as creating any right of the owner to assert any claim against HUD.

### 1.19 PHA-Owned Units

Notwithstanding Section 1.18 of this Agreement, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

### 1.20 Conflict of Interest

- A. Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials
  1. 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 housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or HAP contract.
  2. HUD may waive this provision for good cause.

- B. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the Agreement or HAP contract. The owner must fully and promptly update such disclosures.

### 1.21 Interest of Member 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 HAP contract or to any benefits arising from the Agreement of HAP contract.

## 1.22 Transfer of the Agreement, HAP 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, HAP 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 the Agreement, the HAP contract, or the property, the PHA must consent to a transfer of the Agreement or HAP contract if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and HAP contract, and if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be in accordance with HUD requirements.

### C. When Transfer is Prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party, is debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

## 1.23 Exclusion from Federal Programs

### A. Federal Requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

### B. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.

## Attachment Q

2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424.

### 1.24 Lobbying Certifications

- A. The owner certifies, to the best of the owner's knowledge and belief, that:
  1. 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 the Agreement or HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
  2. 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 the Agreement or HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

### 1.25 Subsidy Layering

- A. Owner Disclosure

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.

## Attachment Q

### B. Limit of Payments

Housing assistance payments under the HAP 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 housing assistance payments to the owner to compensate in whole or in part for such related assistance.

## 1.26 Prohibition of Discrimination

- A. The owner may not refuse to lease contract units to, or otherwise discriminate against, any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age, or familial status.
- B. The owner must comply with the following requirements:
1. The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*;
  2. Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1959–1963 Comp., p. 652, and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107;
  3. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d–2000d–4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1;
  4. The Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146;
  5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title;
  6. Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*;
  7. 24 CFR part 8;
  8. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135;

## Attachment Q

9. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60;
10. Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprise Development); and
11. Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393, and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).
12. HUD’s Equal Access Rule at 24 CFR 5.105. [OGC-Nonconcurrency: This section failed to reference protections with respect to actual or perceived sexual orientation, gender identity, or marital status in accordance with HUD’s Equal Access Rule at 24 CFR 5.105(a). Revising as indicated above is sufficient to resolve this concern.

- C. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

### **1.27 Owner Duty to Provide Information and Access to HUD and PHA**

- A. The owner must furnish any information pertinent to this Agreement as may be reasonably required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required 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 during normal business hours 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 Agreement.

### **1.28 Notices and Owner Certifications**

- A. Where the owner is required to give any notice to the PHA pursuant to this Agreement, such notice shall be in writing and shall be given in the manner designated by the PHA.

## Attachment Q

- B. Any certification or warranty by the owner pursuant to the Agreement shall be deemed a material representation of fact upon which reliance was placed when this transaction was entered into.

### 1.29 HUD Requirements

- A. The Agreement and the HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and will all HUD requirements, including amendments or changes in HUD requirements. The owner agrees to comply with all such laws and HUD requirements.
- B. HUD requirements are requirements that apply to the project-based voucher program. HUD requirements are issued by HUD Headquarters as regulations, *Federal Register* notices, or other binding program directives.

### 1.30 Applicability of Part II Provisions — Check All that Apply

- \_\_\_\_\_ Training, Employment, and Contracting Opportunities  
Section 2.1 applies if the total of the contract rents for all units under the proposed HAP contract, over the maximum term of the contract, is more than \$200,000.
- \_\_\_\_\_ Equal Employment Opportunity  
Section 2.2 applies only to construction contracts of more than \$10,000.
- \_\_\_\_\_ Labor Standards Requirements  
Sections 2.4, 2.8, and 2.10 apply only when this Agreement covers nine or more units.
- \_\_\_\_\_ Flood Insurance  
Section 2.11 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.

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**EXECUTION OF THE AGREEMENT**

<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b> <b>Name of Owner (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM**

**AGREEMENT TO ENTER INTO A  
HOUSING ASSISTANCE PAYMENTS CONTRACT**

**NEW CONSTRUCTION OR REHABILITATION**

**PART II**

Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.152, which requires the PHA to enter into an Agreement with the owner prior to execution of a HAP contract for PBV assistance as provided in §983.153. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

## **2.1 Training, Employment, and Contracting Opportunities**

- A. The project assisted under this Agreement is subject to the requirements of section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The owner shall carry out the provisions of section 3 and the regulations issued by HUD as set forth in 24 CFR part 135 and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement. This shall be a condition of the Federal financial assistance provided to the project, binding upon the owner, the owner's contractors and subcontractors, successors and assigns. Failure to fulfill these requirements shall subject the owner, the owner's contractors and subcontractors, successors and assigns to the sanctions specified by this Agreement, and to such sanctions as are specified by 24 CFR part 135.
- B. The owner shall incorporate or cause to be incorporated into any contract or subcontract for work pursuant to this Agreement in excess of \$100,000 the following clause:

## Attachment Q

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, and shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135

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require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Pursuant to 24 CFR §135.90, recipients of HUD financial assistance that is subject to Part 135 requirements, are required to submit Section 3 Annual Reports on Form HUD-60002 to the Office of Fair Housing and Equal Opportunity (FHEO). This form must be submitted electronically and can be found at [www.hud.gov/section3](http://www.hud.gov/section3).
7. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
8. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 405e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

### 2.2 Equal Employment Opportunity

- A. The owner shall incorporate or cause to be incorporated into any contract in excess of \$10,000 for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is to be performed pursuant to this Agreement, the following nondiscrimination clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

## Attachment Q

layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by or at the direction of the Government advising the labor union or workers representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor of will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imported and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

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7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- B. The owner agrees to be bound by the above nondiscrimination clause with respect to his or her own employment practices when participating in federally assisted construction work.
- C. The owner agrees to assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the nondiscrimination clause and the rules, regulations, and relevant orders of the Secretary of Labor, to furnish HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and to otherwise assist HUD in the discharge of HUD's primary responsibility for securing compliance.
- D. The owner further agrees to refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the nondiscrimination clause as may be imposed upon contractors and subcontractors by HUD or the Secretary of Labor pursuant to the Executive Order. In addition, if the owner fails or refuses to comply with these undertakings, HUD may take any or all of the following actions; cancel, terminate, or suspend in whole or in part this Agreement; refrain from extending any further assistance to the owner under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the owner, and refer the case to the Department of Justice for appropriate legal proceedings.

**2.3 Reserved**

**2.4 HUD—Federal Labor Standards Provisions**

The owner is responsible for inserting the entire text of section 2.4 of this Agreement in all construction contracts and, if the owner performs any rehabilitation work on the project, the owner must comply with all provisions of section 2.4. (Note: Sections 2.4(b) and (c) apply only when the amount of the prime contract exceeds \$100,000.)

*(a)(1) Minimum Wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.*

*Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-*

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1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

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*(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.*

*(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determinations or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.*

*(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.*

*(2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractors under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and*

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*on account of the contractor or subcontractor to the respective employees to whom they are due.*

*(3)(i) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.*

*(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD the PHA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included in weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at:  
<http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor*

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*site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).*

*(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:*

*(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete;*

*(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;*

*(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.*

*(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.*

*(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution*

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*under section 1001 of Title 18 and section 231 of Title 31 of the United States Code.*

*(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.*

*(4) Apprentices and Trainees.(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the*

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*contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employee and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.*

*(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted*

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*under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.*

*(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.*

*(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR part 3 which are incorporated by reference in this Agreement.*

*(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in section 2.4(a)(1) through (11) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section 2.4(a).*

*(7) Contract Terminations; Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.*

*(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.*

*(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the PHA, HUD, the U. S. Department of Labor, or the employees or their representatives.*

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*(10) Certification of Eligibility. (i) By entering into this Agreement, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.*

*(ii) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.*

*(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."*

*11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Agreement are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Agreement to his employer.*

*(b) Contract Work Hours and Safety Standards Act. The provisions of this paragraph (b) are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.*

*(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the*

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*basic rate of pay for all hours worked in excess of forty hours in such workweek.*

*(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.*

*(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.*

*(4) Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.*

*(c) Health and Safety. The provisions of this paragraph (c) are applicable only where the amount of the prime contract exceeds \$100,000.*

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- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as established under construction safety and health standards promulgated by the Secretary of Labor by regulation.*
- (2) The contractor shall comply with all regulations issue by the Secretary of Labor pursuant to Title 29 part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.*
- (3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.*

**2.5 Reserved**

**2.6 Reserved**

**2.7 Reserved**

### **2.8 Wage and Claims Adjustments**

The owner shall be responsible for the correction of all violations under section 2.4, including violations committed by other contractors. In cases where there is evidence of underpayment of salaries or wages to any laborers or mechanics (including apprentices and trainees) by the owner or other contractor or a failure by the owner or other contractor to submit payrolls and related reports, the owner shall be required to place an amount in escrow, as determined by HUD sufficient to pay persons employed on the work covered by the Agreement the difference between the salaries or wages actually paid such employees for the total number of hours worked and the full amount of wages required under this Agreement, as well as an amount determined by HUD to be sufficient to satisfy any liability of the owner or other contractor for liquidated damages pursuant to section 2.4. The amounts withheld may be disbursed by HUD for and on account of the owner or other contractor to the respective employees to whom they are due, and to the Federal Government in satisfaction of liquidated damages under section 2.4.

## **2.9 Reserved**

## **2.10 Evidence of Unit(s) Completion; Escrow**

- A. The owner shall evidence the completion of the unit(s) by furnishing the PHA, in addition to the requirements listed in Part I of this Agreement, a certification of compliance with the provisions of sections 2.4 and 2.8 of this Agreement, and that to the best of the owner's knowledge and belief there are no claims of underpayment to laborers or mechanics in alleged violation of these provisions of the Agreement. In the event there are any such pending claims to the knowledge of the owner, the PHA, or HUD, the owner will place a sufficient amount in escrow, as directed by the PHA or HUD, to assure such payments.
- B. The escrows required under this section and section 2.8 of shall be paid to HUD, as escrowee, or to an escrowee designated by HUD, and the conditions and manner of releasing such escrows shall be designated and approved by HUD.

## **2.11 Flood Insurance**

If the project is located in an area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Program, the owner agrees that: (1) the project will be covered, during the life of the property, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less; and (2) that it will advise any prospective purchaser or transferee of the property in writing of the continuing statutory requirement to maintain such flood insurance during the life of the property.

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM  
HOUSING ASSISTANCE PAYMENTS CONTRACT**

**EXISTING HOUSING**

**PART 1 OF HAP CONTRACT**

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families, and, as applicable, 24 CFR 983.10. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

**1. CONTRACT INFORMATION**

**a. Parties**

This housing assistance payments (HAP) contract is entered into between:

\_\_\_\_\_ (PHA) and

\_\_\_\_\_ (owner).

**b. Contents of contract**

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

**c. Contract exhibits**

The HAP contract includes the following exhibits:

**EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY  
THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND**

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DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.)

- EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER
- EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS
- EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

ADDITIONAL EXHIBITS

**d. Effective date and term of the HAP contract**

**1. Effective date**

- a. The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets the PBV inspection requirements.
- b. For all contract units, the effective date of the HAP contract is:  
\_\_\_\_\_.
- c. The term of the HAP contract begins on the effective date.

**2. Length of initial term**

- a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is:  
\_\_\_\_\_.
- b. The initial term of the HAP contract may not be less than one year, nor more than twenty years.

**3. Extension of term**

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**Project-Based Voucher Program  
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The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

#### **4. Requirement for sufficient appropriated funding**

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.
- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

#### **e. Occupancy and payment**

##### **1. Payment for occupied unit**

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

##### **2. Vacancy payment**

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH e.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

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- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.
- c. The PHA may make vacancy payments to the owner only if:
  1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
  2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
  3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
  4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the

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amount of any vacancy payments.

### 3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

### f. Income-mixing requirement

1. Except as provided in paragraphs f.2 through f.5 below, the PHA will not make housing assistance payments under the HAP contract for more than the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph f.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph f.1, the PHA shall give preference to elderly families or to families eligible for supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in f.6 and f.7, below.
6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance (enter the number of

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contract units in front of the applicable form of assistance):

- Public Housing or Operating Funds;
- Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
- Housing for the Elderly (Section 202 or the Housing Act of 1959);
- Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- Rent Supplement Program;
- Rental Assistance Program;
- Flexible Subsidy Program.

The following total number of contract units received a form of HUD assistance listed above: \_\_\_\_\_. If all of the units in the project received such assistance, you may skip sections g.7 and g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions (enter the number of contract units in front of the applicable type of federal rent restriction):

- Section 236;
- Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);
- Housing for the Elderly (Section 202 or the Housing Act of 1959);
- Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- Flexible Subsidy Program.

The following total number of contract units were subject to a federal rent restriction listed above: \_\_\_\_\_. If all of the units in the project were subject to a federal rent restriction, you may skip section g.8, below.

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8. The following specifies the number of contract units (if any) designated for occupancy by elderly families or by families eligible for supportive services:
- a. Place a check mark here \_\_\_ if any contract units are designated for occupancy by elderly families; The following number of contract units shall be rented to elderly families:
- \_\_\_\_\_.
- b. Place a check mark here \_\_\_ if any contract units are designated for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:
- \_\_\_\_\_.
9. The PHA and owner must comply with all HUD requirements regarding income mixing.

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**EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING**

<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b> <b>Name of Owner (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date

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Previous editions are obsolete

**Project-Based Voucher Program  
HAP Contract for Existing Housing**

**HUD 52530B Page - 8 of Part 1  
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**ADDENDUM TO THE SECTION 8 PROJECT-BASED VOUCHER PROGRAM  
HOUSING ASSISTANCE PAYMENTS CONTRACT – EXISTING HOUSING**

**FOR PROJECT-BASED CERTIFICATE CONVERSIONS  
TO PROJECT-BASED VOUCHERS**

**Purpose:** This addendum must only be used when an expiring project-based certificate (PBC) HAP contract is renewed or extended (hereinafter, renewed) under the project-based voucher (PBV) program pursuant to section 6904 of the Troop Readiness, Veterans' Care, Katrina Recovery, and Iraq Accountability Appropriations Act, 2007, Pub. L. No. 110-28, as implemented in HUD regulations at 24 CFR §983.10.

**Renewal Process:** Upon the request of the owner, the PHA may, at its sole discretion, renew an expiring PBC contract under the PBV program for an initial renewal term of not less than one year and not more than twenty years, subject to the availability of sufficient appropriated funding. The PHA must determine, within one year before expiration of the PBC contract, that renewal of the contract under the PBV program is appropriate to continue providing affordable housing for low-income families. The renewal is effectuated by executing this addendum along with the PBV Existing Housing HAP Contract.

**HUD Requirements:** The owner must comply with all HUD requirements, as stated in the PBV Existing Housing HAP Contract. This addendum must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including any amendments or changes in HUD requirements.

**Renewal Rents:** Initial and re-determined rents for a PBC contract renewed under the PBV program shall be established in accordance with HUD requirements, including 24 CFR part 983, subpart G—Rent to Owner.

**Provisions Not Applicable to PBC Contracts Renewed Under the PBV Program:** The following regulatory provisions do not apply to PBC contracts renewed under the PBV program: 24 CFR §983.51 concerning owner proposal selection procedures, 24 CFR §983.56 concerning income-mixing requirements, and 24 CFR §983.57(b)(1) concerning site selection standards. Additionally, Section 8(o)(13)(C) of the 1937 Act - Consistency with PHA Plans and Other Goals, does not apply to PBC contracts renewed under the PBV program.

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**EXECUTION OF THE PBC TO PBV ADDENDUM**

<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b> <b>Name of Owner (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date

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Previous editions are obsolete

**Project-Based Voucher Program  
HAP Contract for Existing Housing**

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**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM**

**HOUSING ASSISTANCE PAYMENTS CONTRACT  
EXISTING HOUSING**

**PART 2 OF HAP CONTRACT**

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

**2. DEFINITIONS**

**Contract units.** The housing units covered by this HAP contract. The contract units are described in Exhibit A.

**Controlling interest.** In the context of PHA-owned units (see definition below), controlling interest means:

- (a) Holding more than 50 percent of the stock of any corporation; or
- (b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
- (c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- (d) Holding more than 50 percent of all managing member interests in an LLC; or
- (e) Holding more than 50 percent of all general partner interests in a partnership;  
or

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(f) Having equivalent levels of control in other ownership structures.

**Existing housing.** Housing units that already exist on the proposal selection date and that substantially comply with the housing quality standards on that date. The units must fully comply with the housing quality standards before execution of the HAP contract.

**Family.** The persons approved by the PHA to reside in a contract unit with assistance under the program.

**HAP contract.** This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

**Household.** The family and any PHA-approved live-in aide.

**Housing assistance payment.** The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

**Housing quality standards (HQS).** The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

**HUD.** U.S. Department of Housing and Urban Development.

**HUD requirements.** HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Owner.** Any person or entity who has the legal right to lease or sublease a unit to a participant.

**Premises.** The building or complex in which a contract unit is located, including common areas or grounds.

**Principal or interested party.** This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

**Program.** The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

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**PHA.** Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

**PHA-owned units.** A unit is “owned by a PHA” if the unit is in a project that is:

- (a) Owned by the PHA (which includes a PHA having a “controlling interest” in the entity that owns the unit; see definition above);
- (b) Owned by an entity wholly controlled by the PHA; or
- (c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

**Proposal selection date.** The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA’s administrative plan.

**Rent to owner.** The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

**Tenant.** The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

**Tenant rent.** The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

### 3. **PURPOSE**

- a. This is a HAP contract between the PHA and the owner.
- b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.
- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

**4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS**

**a. Amount of initial rent to owner**

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here \_\_\_ if the PHA has elected not to reduce rents below the initial rent to owner.

**b. HUD rent requirements**

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

**c. PHA payment to owner**

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.
4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

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5. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

### **d. Termination of assistance for family**

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

## **5. ADJUSTMENT OF RENT TO OWNER**

### **a. PHA determination of adjusted rent**

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases described in 24 CFR 983.302(c)(2).
2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

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**b. Reasonable rent**

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

**c. No special adjustments**

The PHA will not make any special adjustments of the rent to owner.

**d. Owner compliance with HAP contract**

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

**e. Notice of rent adjustment**

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

**6. OWNER RESPONSIBILITY**

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.
- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
  1. Any security deposit;

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2. The tenant rent; and
3. Any charge for unit damage by the family.

### 7. **OWNER CERTIFICATION**

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

**8. CONDITION OF UNITS**

**a. Owner maintenance and operation**

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

**b. PHA inspections**

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.
4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

**c. Violation of the housing quality standards**

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include

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termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

**d. Maintenance and replacement—owner’s standard practice**

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

**9. LEASING CONTRACT UNITS**

**a. Selection of tenants**

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to perform the lease obligations.
3. Consistent with HUD requirements and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory admission procedures in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.

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5. The PHA must determine family eligibility in accordance with HUD requirements.
6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

### **b. Vacancies**

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable, good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

## **10. TENANCY**

### **a. Lease**

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

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### **b. Termination of tenancy**

1. The owner may terminate a tenancy only in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

### **c. Family payment**

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.
5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

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### **d. Other owner charges**

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

### **e. Security deposit**

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.
5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance

from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

**11. FAMILY RIGHT TO MOVE**

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

**12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS**

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

**13. PROHIBITION OF DISCRIMINATION**

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age or familial status.
- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted

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Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).

- c. The owner must comply with HUD’s Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD’s implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

### **14. PHA DEFAULT AND HUD REMEDIES**

If HUD determines that the PHA has failed to comply with the HAP contract, 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 HAP contract, HUD may assume the PHA’s rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

**15. OWNER DEFAULT AND PHA REMEDIES**

**a. Owner default**

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
  - a. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
  - b. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

**b. PHA remedies**

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in

the notice.

3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

**c. PHA remedy is not waived**

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

**16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA**

**a. Required information**

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

**b. PHA and HUD access to premises**

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours 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 the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

**17. PHA AND OWNER RELATION TO THIRD PARTIES**

**a. Injury because of owner action or failure to act**

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

**b. Legal relationship**

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or

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any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

**c. Exclusion of third-party claims**

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

**d. Exclusion of owner claims against HUD**

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

**18. PHA-OWNED UNITS**

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

**19. CONFLICT OF INTEREST**

**a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials**

1. 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 housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.
2. HUD may waive this provision for good cause.

**b. Disclosure**

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

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### c. 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 this HAP Contract or to any benefits arising from the contract.

## 20. EXCLUSION FROM FEDERAL PROGRAMS

### a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

### b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

## 21. TRANSFER OF THE CONTRACT OR PROPERTY

### a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. "Transfer" includes:
  - i. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
  - ii. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;

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- iii. The creation of a security interest in the HAP contract or the property;
  - iv. Foreclosure or other execution on a security interest; or
  - v. A creditor's lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

**b. Transferee assumption of HAP contract**

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

**c. Effect of consent to transfer**

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
2. The PHA's consent to transfer of the HAP contract or the property does not change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

**d. When transfer is prohibited**

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs.

**22. SUBSIDY LAYERING**

A subsidy layering review is not required for existing housing projects.

**23. OWNER LOBBYING CERTIFICATIONS**

- a. The owner certifies, to the best of owner's knowledge and belief, that:
1. 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 the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
  2. 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 the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

**24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS**

The HAP contract may be terminated upon at least 30 days 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.

**25. NOTICES AND OWNER CERTIFICATIONS**

- a. Where the owner is required to give any notice to the PHA pursuant to the

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HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.

- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

### **26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT EXTENSION**

- a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.
- b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 year advance notice.

### **27. FAMILY'S RIGHT TO REMAIN**

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

### **28. ENTIRE AGREEMENT; INTERPRETATION**

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM  
HOUSING ASSISTANCE PAYMENTS CONTRACT**

**NEW CONSTRUCTION OR REHABILITATION**

**PART 1 OF HAP CONTRACT**

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

**1. CONTRACT INFORMATION**

**a. Parties**

This housing assistance payments (HAP) contract is entered into between:

\_\_\_\_\_ ( PHA) and  
\_\_\_\_\_ (owner).

**b. Contents of contract**

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

**c. Contract exhibits**

The HAP contract includes the following exhibits:

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY

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THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.) If this is a multi-stage project, this exhibit must include a description of the units in each completed phase.

EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITIY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

ADDITIONAL EXHIBITS

**d. Single-Stage and Multi-Stage Contracts (place a check mark in front of the applicable project description).**

**Single-Stage Project**

This is a single-stage project. For all contract units, the effective date of the HAP contract is: \_\_\_\_\_ .

**Multi-Stage Project**

This is a multi-stage project. The units in each completed stage are designated in Exhibit A.

The PHA enters the effective date for each stage after completion and PHA acceptance of all units in that stage. The PHA enters the effective date for each stage in the "Execution of HAP contract for contract units completed and accepted in stages" (starting on page 10).

The annual anniversary date of the HAP contract for all contract units in this multi-stage project is the anniversary of the effective date of the HAP

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Project-Based Voucher Program  
HAP Contract for New Construction/Rehab

Previous editions are obsolete

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contract for the contract units included in the first stage. The expiration date of the HAP contract for all of the contract units completed in stages must be concurrent with the end of the HAP contract term for the units included in the first stage (see 24 CFR 983.206(c)).

**e. Term of the HAP contract**

**1. Beginning of term**

The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets PBV inspection requirements. The term of the HAP contract for any unit begins on the effective date of the HAP contract.

**2. Length of initial term**

- a. Subject to paragraph 2.b, the initial term of the HAP contract for any contract units is: \_\_\_\_\_.
- b. The initial term of the HAP contract for any unit may not be less than one year, nor more than twenty years.

**3. Extension of term**

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

**4. Requirement for sufficient appropriated funding**

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.

- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

**f. Occupancy and payment**

**1. Payment for occupied unit**

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

**2. Vacancy payment**

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH e.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant’s security deposit). Any vacancy payment may cover only the period the unit remains vacant.

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- c. The PHA may make vacancy payments to the owner only if:
  - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
  - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
  - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
  - 4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

### **3. PHA is not responsible for family damage or debt to owner**

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

#### **g. Income-mixing requirement**

- 1. Except as provided in paragraphs f.2 through f.5 below, the PHA will not

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make housing assistance payments under the HAP contract for more than the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term “project” means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.

2. The limitation in paragraph f.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph f.1, the PHA shall give preference to elderly families or to families eligible for supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in f.6 and f.7, below.
6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance (enter the number of contract units in front of the applicable form of assistance):
  - \_\_\_ Public Housing or Operating Funds;
  - \_\_\_ Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
  - \_\_\_ Housing for the Elderly (Section 202 or the Housing Act of 1959);
  - \_\_\_ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);

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- Rent Supplement Program;
- Rental Assistance Program;
- Flexible Subsidy Program.

The following total number of contract units received a form of HUD assistance listed above: \_\_\_\_\_. If all of the units in the project received such assistance, you may skip sections g.7 and g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions (enter the number of contract units in front of the applicable type of federal rent restriction):

- Section 236;
- Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);
- Housing for the Elderly (Section 202 or the Housing Act of 1959);
- Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- Flexible Subsidy Program.

The following total number of contract units were subject to a federal rent restriction listed above: \_\_\_\_\_. If all of the units in the project were subject to a federal rent restriction, you may skip section g.8, below.

8. The following specifies the number of contract units (if any) designated for occupancy by elderly families or by families eligible for supportive services:

a Place a check mark here  if any contract units are designated for occupancy by elderly families; The following number of contract units shall be rented to elderly families:

\_\_\_\_\_.

b. Place a check mark here  if any contract units are designated for occupancy by families eligible for supportive services. The

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following number of contract units shall be rented to families  
eligible for supportive services:

\_\_\_\_\_.

9. The PHA and owner must comply with all HUD requirements regarding income mixing.

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**EXECUTION OF HAP CONTRACT FOR SINGLE-STAGE PROJECT**

<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b> <b>Name of Owner (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date

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**EXECUTION OF HAP CONTRACT FOR CONTRACT UNITS COMPLETED  
AND ACCEPTED IN STAGES**

(For multi-stage projects, at acceptance of each stage, the PHA and the owner sign the HAP contract execution for the completed stage.)

<b>STAGE NO. 1:</b> The Contract is hereby executed for the contract units in this stage.
<b>STAGE EFFECTIVE DATE:</b> The effective date of the Contract for this stage is:
Date
<b>PUBLIC HOUSING AGENCY (PHA)</b>
<b>Name of PHA (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b>
<b>Name of Owner (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date

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<b>STAGE NO. 2:</b> The Contract is hereby executed for the contract units in this stage. <b>STAGE EFFECTIVE DATE:</b> The effective date of the Contract for this stage is:
Date
<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b>
By: Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b> <b>Name of Owner (Print)</b>
By: Signature of authorized representative
Name and official title (Print)
Date

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<b>STAGE NO. 3:</b> The Contract is hereby executed for the contract units in this stage. <b>STAGE EFFECTIVE DATE:</b> The effective date of the Contract for this stage is:
Date
<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b>
By: Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b> <b>Name of Owner (Print)</b>
By: Signature of authorized representative
Name and official title (Print)
Date

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<b>STAGE NO. __:</b> The Contract is hereby executed for the contract units in this stage. <b>STAGE EFFECTIVE DATE:</b> The effective date of the Contract for this stage is:
Date
<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b> <b>Name of Owner (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM**

**HOUSING ASSISTANCE PAYMENTS CONTRACT  
NEW CONSTRUCTION OR REHABILITATION**

**PART 2 OF HAP CONTRACT**

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

**2. DEFINITIONS**

**Agreement.** Agreement to enter into HAP Contract between the owner and the PHA. The HAP contract was entered into following new construction or rehabilitation of the contract units by the owner pursuant to an Agreement.

**Contract units.** The housing units covered by this HAP contract. The contract units are described in Exhibit A.

**Controlling interest.** In the context of PHA-owned units (see definition below), controlling interest means:

- (a) Holding more than 50 percent of the stock of any corporation; or
- (b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
- (c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- (d) Holding more than 50 percent of all managing member interests in an LLC; or

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(e) Holding more than 50 percent of all general partner interests in a partnership;  
or

(f) Having equivalent levels of control in other ownership structures.

**Family.** The persons approved by the PHA to reside in a contract unit with assistance under the program.

**HAP contract.** This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

**Household.** The family and any PHA-approved live-in aide.

**Housing assistance payment.** The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

**Housing quality standards (HQS).** The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

**HUD.** U.S. Department of Housing and Urban Development.

**HUD requirements.** HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Newly constructed housing.** Housing units that do not exist on the proposal selection date and are developed after the date of selection pursuant to an Agreement between the PHA and owner for use under the project-based voucher program.

**Owner.** Any person or entity who has the legal right to lease or sublease a unit to a participant.

**PHA.** Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

**PHA-owned units.** A unit is "owned by a PHA" if the unit is in a project that is:

(a) Owned by the PHA (which includes a PHA having a "controlling interest" in the entity that owns the unit; see definition above);

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(b) Owned by an entity wholly controlled by the PHA; or

(c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

**Premises.** The building or complex in which a contract unit is located, including common areas or grounds.

**Principal or interested party.** This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

**Program.** The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

**Proposal selection date.** The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA's administrative plan.

**Rehabilitated housing.** Housing units that exist on the proposal selection date but do not substantially comply with the HQS on that date and are developed pursuant to an Agreement between the PHA and owner for use under the project-based voucher program.

**Rent to owner.** The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

**Tenant.** The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

**Tenant rent.** The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

### 3. **PURPOSE**

- a. This is a HAP contract between the PHA and the owner.
  - b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with
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the HUD HQS from the owner.

- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

#### **4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS**

##### **a. Amount of initial rent to owner**

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here \_\_\_ if the PHA has elected not to reduce rents below the initial rent to owner.

##### **b. HUD rent requirements**

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

##### **c. PHA payment to owner**

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
  2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
  3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the
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owner on behalf of a family in accordance with the HAP contract.

4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.
5. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

**d. Termination of assistance for family**

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

**5. ADJUSTMENT OF RENT TO OWNER**

**a. PHA determination of adjusted rent**

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases

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described in 24 CFR 983.302(c)(2).

2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

**b. Reasonable rent**

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

**c. No special adjustments**

The PHA will not make any special adjustments of the rent to owner.

**d. Owner compliance with HAP contract**

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

**e. Notice of rent adjustment**

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

**6. OWNER RESPONSIBILITY**

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.
- d. Enforcing tenant obligations under the lease.

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- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
  - 1. Any security deposit;
  - 2. The tenant rent; and
  - 3. Any charge for unit damage by the family.

### **7. OWNER CERTIFICATION**

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or

any other public or private source) for rental of the contract unit.

- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

**8. CONDITION OF UNITS**

**a. Owner maintenance and operation**

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

**b. PHA inspections**

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.
4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

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### **c. Violation of the housing quality standards**

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.
2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

### **d. Maintenance and replacement—owner’s standard practice**

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

## **9. LEASING CONTRACT UNITS**

### **a. Selection of tenants**

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to perform the lease obligations.
3. Consistent with HUD requirements, and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory admission procedures in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA, and recommend

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selection of such families from the PHA waiting list for occupancy of vacant units.

4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.
5. The PHA must determine family eligibility in accordance with HUD requirements.
6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

### **b. Vacancies**

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

**10. TENANCY****a. Lease**

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

**b. Termination of tenancy**

1. The owner may terminate a tenancy only in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

**c. Family payment**

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance

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payment.

5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

### **d. Other owner charges**

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

### **e. Security deposit**

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner

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must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.

5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

### **11. FAMILY RIGHT TO MOVE**

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

### **12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS**

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

### **13. PROHIBITION OF DISCRIMINATION**

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age or familial status.

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- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959–1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).
- c. The owner must comply with HUD’s Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD’s implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

### **14. PHA DEFAULT AND HUD REMEDIES**

If HUD determines that the PHA has failed to comply with the HAP contract, 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 HAP contract, HUD may assume

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the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

### 15. **OWNER DEFAULT AND PHA REMEDIES**

#### **a. Owner default**

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
  - i. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
  - ii. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

#### **b. PHA remedies**

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.

2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

**c. PHA remedy is not waived**

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

**16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA**

**a. Required information**

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

**b. PHA and HUD access to premises**

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours 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 the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

**17. PHA AND OWNER RELATION TO THIRD PARTIES**

**a. Injury because of owner action or failure to act**

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

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**b. Legal relationship**

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

**c. Exclusion of third-party claims**

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

**d. Exclusion of owner claims against HUD**

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

**18. PHA-OWNED UNITS**

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

**19. CONFLICT OF INTEREST**

**a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials**

1. 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 housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the HAP contract.
2. HUD may waive this provision for good cause.

**b. Disclosure**

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such

disclosures.

**c. 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 this HAP Contract or to any benefits arising from the contract.

**20. EXCLUSION FROM FEDERAL PROGRAMS**

**a. Federal requirements**

The owner must comply with and is subject to requirements of 2 CFR part 2424.

**b. Disclosure**

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

**21. TRANSFER OF THE CONTRACT OR PROPERTY**

**a. When consent is required**

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. "Transfer" includes:
  - a. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
  - b. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;

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- c. The creation of a security interest in the HAP contract or the property;
  - d. Foreclosure or other execution on a security interest; or
  - e. A creditor's lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

**b. Transferee assumption of HAP contract**

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

**c. Effect of consent to transfer**

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
2. The PHA's consent to transfer of the HAP contract or the property does not change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

**d. When transfer is prohibited**

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

**22. SUBSIDY LAYERING**

**a. Owner disclosure**

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.

**b. Limit of payments**

Housing assistance payments under the HAP contract must be no 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 housing assistance payments to the owner to compensate in whole or in part for such related assistance.

**23. OWNER LOBBYING CERTIFICATIONS**

**a. The owner certifies, to the best of owner's knowledge and belief, that:**

1. 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 the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to

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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 HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

### **24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS**

The HAP contract may be terminated upon at least 30 days 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.

### **25. NOTICES AND OWNER CERTIFICATIONS**

- a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.
- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

### **26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT EXTENSION**

- a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.
- b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 years' advance notice.

### **27. FAMILY'S RIGHT TO REMAIN**

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project

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if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

### **28. ENTIRE AGREEMENT; INTERPRETATION**

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.