OMB Control Number 2502–0587
form HUD–93185a; exp. 04/30/2027

Amendment* to Project-Based Section 8 Housing Assistance Payments Contract Pursuant to Section 8(bb)(1) of the United States Housing Act of 1937

This form is used in the administration of transfers of budget authority remaining on a Section 8 Housing Assistance Payments contract, as authorized by Section 8(bb) of the United States Housing Act of 1937. The public reporting burden for completing this form is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, and gathering and maintaining the data needed. The information collected is required to obtain benefits. HUD may disclose certain information to Federal, State, or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. Information collected will not otherwise be disclosed or released outside of HUD, except as required and permitted by law. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 8 Project Number: _____

FHA Project Number (if applicable): _____

Project Name: _____

Project Description:[1] _____

_____

_____

* This instrument is to be used to amend the section 8 HAP contract referred to in Notice H–2014–14 as “Contract A1.”

This Amendment to Project-Based Section 8 Housing Assistance Payments Contract Pursuant to Section 8(bb)(1) of the United States Housing Act of 1937 ("Amendment")[2] provides as follows:

1. Parties to the Amendment.

A. Name of Project Owner:[3] _____

Address of Project Owner: _____

B. Name of Contract Administrator:[4] _____

Address of Contract Administrator: _____

2. Recitals.

A. Section 8(bb)(1) of the United States Housing Act of 1937 ("Act"), 42 U.S.C. § 1437f(bb)(1), provides in part that if a project-based section 8 HAP contract is terminated, HUD shall transfer any remaining budget authority to another contract under terms prescribed by the Secretary.

B. Pursuant to Notice H-2014–14 and section 8(bb)(1) of the Act, the Owner and the Contract Administrator of the project-based section 8 HAP contract identified on page 1 of this Amendment hereby agree to subdivide, and do subdivide, the HAP contract (i.e., the HAP contract identified in the aforementioned Notice as "Contract A") into two or more component contracts for the purpose of (i) retaining a portion of the project-based section 8 assistance at the Project under the contract amended herein (i.e., the HAP contract identified in the aforementioned Notice as "Contract A1"), and (ii) terminating the other component contract(s) (i.e., Contract A2 and, if applicable, Contract A3, etc.).

3. Termination of Contract A2 and, if applicable, Contract A3, etc. The Owner and the Contract Administrator hereby agree to terminate, and do terminate, the component contract(s) resulting from the subdivision of the HAP contract, except for Contract A1 (i.e., Contract A2 and, if applicable, Contract A3, etc.) so that HUD may, immediately thereafter, transfer the budget authority associated with the terminated contract(s) to one or more other project-based section 8 HAP contracts pursuant to section 8(bb)(1) of the Act.

4. Amendment. The Owner and the Contract Administrator agree to the following terms of this Amendment to Contract A1.

A. The total number of dwelling units assisted under this HAP contract, as amended herein (i.e., Contract A1), is reduced from _____[5] to _____[6] The units assisted under this Contract A1, as amended herein, are identified by bedroom size and contract rent in Exhibit A, which is attached to and hereby incorporated into this Amendment, and which supersedes previous versions of Exhibit A to the HAP Contract.

B. "Compliance with applicable Federal statutes and regulations, as amended from time to time. The Owner shall comply with all applicable Federal statutes and regulations, as amended from time to time, including all applicable regulations in 24 C.F.R. part 5, as amended from time to time, including without limitation the following:

1. 2 C.F.R. part 200 ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards");

2. 24 C.F.R. § 5.107 ("Audit Requirements for Non-Profit Organizations");

3. 24 C.F.R. part 5 subpart G ("Physical Condition Standards and Inspection Requirements");

4. 24 C.F.R. part 5 subpart H ("Uniform Financial Reporting Standards"); and

5. 24 C.F.R. part 200 subpart P ("Physical Condition of Multifamily Properties")."

C. "Annual financial reports. Notwithstanding anything to the contrary in the HAP Contract, including any previous amendment to the HAP Contract, the Owner shall comply with the following provisions:

1. Within ninety (90) days, or such period established in writing by HUD, following the end of each fiscal year, Owner shall prepare a financial report for the Owner's fiscal year, or the portion thereof that started with the Owner's assumption of the HAP Contract, based on an examination of the books and records of the Owner in accordance with generally accepted accounting principles and in such other form and substance as specified by HUD in supplemental guidance, and provide such report to the Contract Administrator and HUD (if a PHA is the Contract Administrator) in such form, substance, and manner as may be specified by HUD under the Uniform Financial Reporting Standards at 24 C.F.R. § 5.801 ("UFRS"), or any successor regulations.

2. Unless specifically waived or modified by HUD or to the extent otherwise exempt, Owner shall: (a) engage an independent, licensed Certified Public Accountant ("CPA") to audit the Owner's annual financial report and to produce an audit report in accordance with both Generally Accepted Government Auditing Standards and Generally Accepted Auditing Standards; (b) engage an independent, licensed CPA to perform an agreed-upon procedure, in accordance with the American Institute of Certified Public Accountants Statement on Standards for Attestation Engagements, to compare the financial data template information submitted electronically by the Owner to HUD against the annual financial report examined by, and the audit report prepared by, the independent, licensed CPA, and report any variances to HUD; and (c) furnish to the Contract Administrator and HUD (if a PHA is the Contract Administrator)

the audit report, and any other reports relating to the annual financial report or the audit report as required by HUD, by such means and in such form, substance, and manner as may be specified by HUD under UFRS, or any successor regulations.

3. To the extent certain non-profit Owners' requirement to submit annual financial reports may be waived or modified by HUD, or such Owners may otherwise be exempt from compliance, such waiver, modification, or exemption shall not be construed to relieve Owner of any requirements of this provision, except for those requirements specifically waived, modified, or exempt from.

4. If Owner fails to perform as required pursuant to this provision, the Contract Administrator or HUD (if a PHA is the Contract Administrator) may, at its sole election, and in a manner determined by HUD, and without affecting any other provisions herein, and after first providing notice of default of the HAP Contract to the Owner, initiate or cause to be initiated a forensic audit of the Owner's books, records, and accounts in such a manner as to provide to the Contract Administrator and HUD (if a PHA is the Contract Administrator) with as much of the same information that would have been provided had the Owner not failed to perform as required. Any such audit initiated by the Contract Administrator or HUD does not relieve Owner of the requirement to submit to the Contract Administrator and HUD (if a PHA is the Contract Administrator) an annual audited financial report as required pursuant to this provision."

D. "Applicability and binding nature on successors and assigns. The duties and obligations set forth in the HAP Contract, as amended by this Assignment, shall apply during the remainder of the term of the HAP Contract and during each successive renewal term and shall further apply to and be binding on each of the Assignee/Buyer's successors and assigns."

5. Other Terms.

A. This Amendment shall be effective upon execution by the Owner and the Contract Administrator and shall remain in effect both during the current term of the HAP contract and during each and every successive renewal term, unless modified and agreed to in writing by the Owner and the Contract Administrator.

B. In the event of any inconsistency between the terms of this Amendment and the terms of the HAP contract prior to amendment by this instrument, including any renewal contract issued under the Multifamily Assisted Housing Reform and Affordability Act of 1997, the terms of this Amendment shall govern.

[The remainder of this page has been left blank intentionally.]

SIGNATURES

Owner

_____
Full Legal Name of Owner (print or type)

By:

_____
Signature of authorized representative

_____
Name and official title (print or type)

_____
Date (mm/dd/yyyy)

Contract Administrator (CA)

_____
Full Legal Name of Contract Administrator (print or type)

By:

_____
Signature of authorized representative

_____
Name and official title (print or type)

_____
Date (mm/dd/yyyy)

HUD Representative

_____
Signature of authorized HUD representative

_____
Name and official title (print or type)

_____
Date (mm/dd/yyyy)

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS

Section 8 Contract Number: _____

FHA Project Number (if applicable): _____

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent

NOTE: This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with the provision of the Renewal Contract governing the adjustment of Contract Rents.

Comments: _____

_____

_____

The following instructions are not part of the Amendment.

The endnote numbers below correspond to the numbers that appear in superscript in the text of the Amendment.

[1] Enter a description of the housing covered by the section 8 HAP contract as amended by this instrument (i.e., Contract A1). The section 8 HAP contract being amended may be either an original section 8 HAP contract or a renewal contract issued under the Multifamily Assisted Housing Reform and Affordability Act of 1997. The description must clearly identify the Project by street address, city, county, state, zip code, block and lot number (if known), and any other information necessary to clearly designate the covered Project.

[2] This instrument is to be used only in conjunction with HUD-approved transactions under section 8(bb)(1) of the United States Housing Act of 1937 and only to amend the project-based section 8 HAP contract referred to in Notice H-2014-xx as "Contract A1."

[3] Enter the full legal name of the Project Owner. For example, "ABC Corporation, Inc., a Maryland Corporation."

[4] Enter the full legal name of the Contract Administrator. If the Contract Administrator is a public housing agency (e.g., a Performance-Based Contract Administrator), the public housing agency must execute this Amendment. In this case, enter the full legal name of the public housing agency. If HUD is the Contract Administrator, enter "United States of America – Department of Housing and Urban Development."

[5] Enter the number of units assisted under the HAP contract referred to in Notice H-2014-xx as "Contract A" (i.e., prior to its subdivision).

[6] Enter the number of units assisted under the HAP contract referred to in Notice H-2014-xx as "Contract A1" (i.e., after the subdivision of the HAP contract and the amendment of Contract A1 by this instrument).