Annual Contributions Contract
Moderate Rehabilitation Program
ACC Part 1

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

Section 8

Table of Sections

		page
1.1	The Program	1
1.2	Authorization of Actions by HA	1
1.3	Funding and Term	1
1.4	Annual Contributions	1
1.5	HUD Payments for Moderate Rehabilitation Program	1
1.6	Fiscal Year	2
1.7	Periodic Adjustment of Contract Rents	2
1.8	Expeditious Carrying Out of Project	2
1.9	Assistance to Eligible Families When Contracts are Terminated	2
1.10	Responsibility for Administration of Contract	2
1.11	HUD Contributions	2
1.12	Exclusion of Third Party Rights	2
1.13	ACC	2

1.1 The Program

(a) Projects in the Program

(1) The HA's Moderate Rehabilitation Program under this ACC includes all projects listed in the funding exhibit attached to this ACC Part I.

(2) The HA, to the maximum extent feasible, shall enter into Agreements and Contracts in accordance with the numbers and sizes of units in each project specified in the funding exhibit. No substantial deviation as defined by HUD from the bedroom distribution or number of units in each project is allowed without prior HUD approval. The HA shall not enter into any Agreements or Contracts or take any other action which will result in a claim for an Annual Contribution in respect to any project in excess of the maximum amount authorized for that project.

(b) The term "HA" means the Housing Agency which has executed this ACC.

(c) The term "HUD" means the United States Department of Housing and Urban Development.

(d) The term "project" means each funding increment in the HA Moderate Rehabilitation Program.

1.2 Authorization of Actions by HA

In order to carry out the project, the HA is authorized to (a) enter into Agreements, (b) enter into Contracts, (c) make housing assistance payments on behalf of Families and (d) take all other necessary actions, all in accordance with the application, forms, conditions and requirements prescribed or approved by HUD. However, neither the HA nor HUD shall assume any obligations beyond those provided in the prescribed forms of Agreement and Contract.

1.3 Funding and Term

(a) The projects (funding increments) in the HA Moderate Rehabilitation Program are listed in the funding exhibit to this ACC. The funding exhibit states the amount and term of funding for each project.

(b) The amount of contract and budget authority for each project in the HA Moderate Rehabilitation Program is stated in the funding exhibit. "Contract authority" is the maximum annual payment by HUD to the HA for a project. "Budget authority" is the maximum amount of funds available for payment to the HA over the term of the project. Budget authority is authorized and appropriated by the Congress.

(c) The funding exhibit states the first date and last date of the ACC term for each project.

1.4 Annual Contributions

(a) HUD shall not make any Annual Contributions or any other payment with respect to any Fiscal Year for a project in excess of the contract authority for the project specified in the funding exhibit. However, this amount shall be reduced commensurately with any reduction in the number of Contract Units or changes in unit sizes or pursuant to any other provision of this ACC or the Contracts.

(b) The total amount of payments for a project over the project term must not exceed budget authority for the project specified in the Funding Exhibit.

1.5 HUD Payments for Moderate Rehabilitation Program

(a) HUD will make payments to the HA in accordance with HUD regulations and requirements.

(b) For each HA Fiscal Year, HUD will pay the HA the amount approved by HUD to cover the following (subject to reduction by the amount of any Project Receipts other than Annual Contributions (such as interest income) which Receipts shall be available for Project Expenditures):

(1) The amount of housing assistance payments payable during each Fiscal Year by the HA pursuant

Contracts with owners. (Such payments may not be made for more than 15 years for any unit.)

(1) The allowance, in the amount approved by HUD, for preliminary costs of administration.

(2) The allowance, in the amount approved by HUD, for the regular costs of administration including costs of HUD required audits of Owners and the HA.

(c) (1) A Project Account shall be established and maintained for each project under this ACC, in an amount as determined by HUD, out of amounts by which the contract authority for the project exceeds amounts paid under the ACC for the project for any fiscal year. This account shall be established and maintained by HUD as a specifically identified and segregated account. To the extent funds are available in this account, the maximum amount payable by HUD for any Fiscal Year may be increased by an amount, if any, as may be required for increases reflected in the estimate of required Annual Contribution applicable to the Fiscal Year as ap- proved by HUD.

(d) HUD will make periodic payments on account of each project upon requisition by the HA in the form prescribed by HUD. Each requisition shall include certification by the HA that housing assistance payments have been or will be made only:

(1) In accordance with the provisions of the Contract, and

(2) With respect to units which the HA has inspected or caused to be inspected and determined to be in decent, safe and sanitary condition, within one year prior to the making of housing assistance

(e) Following the end of each Fiscal Year, any amount by which the total payments made during that Fiscal Year exceed the Annual Contribution payable in accordance with this section will be subtracted from the next payment made by HUD to the HA, unless other disposition is approved or required by HUD.

1.6 Fiscal Year

The funding exhibit states the last month and day of the HA Fiscal year.

1.7 Periodic Adjustment of Contract Rents

The Contract will provide for periodic adjustments in the Contract Rents, in accordance with applicable HUD regulations, up to the maximum amount authorized for housing assistance payments in the HUD approved estimate submitted by the HA.

1.8 Expeditious Carrying Out of Project

The HA shall proceed expeditiously to implement the Program consistent with the rehabilitation and leasing schedule for each project. If the HA fails to proceed expeditiously, HUD may terminate or reduce its obligation under this ACC with respect to the project.

1.9 Assistance to Eligible Families When Contracts are Terminated

When the Contract for any unit(s) is terminated for any reason, leaving budget authority available under this ACC, the assisted family(ies) if eligible for continued assistance, or other eligible family(ies) if the unit(s) is vacant, may continue to receive housing assistance for the remainder of the ACC term in accordance with HUD regulations by the use of the Moderate Rehabilitation funding for Rental Certificate assistance.

1.10 Responsibility for Administration of Contract

The HA is responsible for administration of the Contracts, subject to review and audit by HUD.

1.11 HUD Requirements

The HA must comply, and must require owners to comply, with the requirements of the U.S. Housing Act of 1937 and all HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

(b) The HA must comply with its HUD-approved administrative plan, equal opportunity housing plan and HUD -approved program funding applications.

(c) The HA must use the program forms required by HUD

1.12 Exclusion of Third Party Rights

(a) A family that is eligible for housing assistance under this ACC is not a party to or third party beneficiary of the ACC.

(b) Nothing in the ACC shall be construed as creating any right of any third party to enforce any provision of this consolidated ACC, or to assert any claim against HUD or the HA.

1.13 ACC

(a) ACC is a contract between HUD and the HA.

(b) The ACC consists of this Part I, including the funding exhibit, and Part II (form HUD-52520-C (Supp)(10/79)). These documents are the whole ACC.

(c) This ACC supersedes any previous annual contributions contract for a program. Matters relating to funding or operation of the program under a previous annual contributions contract are governed by this ACC

United States of America

Secretary of Housing and Urban Development

Signature of Authorized Represenative: Date signed:

X

Name & Official Title: (print or type)

Housing Agency

Name of Agency: (print or type)

Signature of Authorized Represenative: Date signed:

X

Name & Official Title: (print or type)