

**Part I  
Housing Assistance Payments Contract**

**U.S. Department of Housing and  
Urban Development  
Office of Multifamily Housing Programs**

**Rental Assistance Demonstration (RAD)  
for the Conversion of Public Housing to  
Project-Based Section 8**

Type of Financing at Time of Conversion: N/A	Section 8 Project Number: FL29RD00004.	FHA Project Number (if applicable):
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This contract is a housing assistance payments contract (Contract) between the United States of America, acting through the Department of Housing and Urban Development (HUD), and The West Palm Beach Housing Authority (Owner). The Contract is subject to Notice PIH 2012-32, including 24 C.F.R. Part 880 (as in effect November 5, 1979, as amended), as modified and as published in Appendix I of Notice PIH 2012-32.

**1.1 Statutory Authority and Purpose.**

- (a) **Statutory Authority.** The Contract is entered pursuant to the Consolidated and Further Continuing Appropriations Act, 2012, Pub. L. No. 112-55, approved November 18, 2011; section 8 of the United States Housing Act of 1937 (Act), 42 U.S.C. 1437 et seq.; and the Department of Housing and Urban Development Act, 42 U.S.C. 3531 et seq.
- (b) **Purpose.** The purpose of the Contract is to effectuate the conversion of Public Housing to a Multifamily Housing project with project-based assistance under section 8 of the Act.

**1.2 Scope; Assignability of Contract; and HUD Requirements.**

- (a) **Scope of Contract.** The Contract consists of Part I, Part II, and the exhibits identified in section 1.4(d) of the Contract, which are hereby incorporated into and made a part of the Contract.
- (b) **Assignability of Contract.** HUD may assign the Contract at any time to a public housing agency (PHA) for the purpose of PHA administration of the Contract to the extent permitted under any Annual Contributions Contract (ACC) between HUD and the PHA. Unless and until HUD assigns the Contract to a PHA, HUD shall be the Contract Administrator (CA) and, in that capacity, a party to the Contract. Upon any assignment of the Contract by HUD to a PHA, the PHA shall assume all the contractual obligations of HUD under the Contract (or of any PHA to which HUD had previously assigned the Contract) and shall replace HUD (or any PHA to which HUD had previously assigned the Contract) as the CA and as a party to the Contract during the ACC term.
- (c) **HUD Requirements.** The Contract shall be construed and administered in accordance with Notice PIH 2012-32 (Notice). With the exception of the provisions of 24 C.F.R. Part 880 and section 8 of the Act that are identified in Appendix I and Appendix II of the Notice, respectively, as inapplicable, the Contract shall further be construed and administered in accordance with all statutory requirements and all HUD regulations and other requirements, including any amendments to and/or changes in statutory requirements, HUD regulations (including 24 C.F.R. Part 880), and other requirements.

**1.3 Effective Date, Initial Term, and Funding For Initial Term of Contract.**

(a) **Effective Date and Initial Term.** The Contract begins on November 1, 2014, and shall run for an initial term of twenty (20) years.

(b) **Funding for Initial Term.**

- (1) **Funding for Remainder of Calendar Year in which the Contract Becomes Effective.** The Contract shall be funded from the effective date of the Contract through the remainder of the calendar year from public housing amounts obligated prior to the effective date of the Contract, and from any additional public housing amounts that HUD obligates in full or in part, subject to the availability of sufficient appropriations, for the remainder of the calendar year in which the Contract becomes effective. In the latter case, to the extent sufficient appropriations become available, HUD will obligate such funding and provide the Owner written notification of (i) the amount of such funding, and (ii) the approximate amount of time within the remainder of the calendar year in which the Contract becomes effective to which it will be applied.
- (2) **Funding for the Remainder of the Initial Term.** For the remainder of the initial term, HUD will obligate additional funding, in full or in part, for the first annual increment following the calendar year in which the Contract becomes effective, including any remaining increment or increments of such first annual increment following the calendar year in which the Contract becomes effective, and for subsequent annual increments, including any remaining increment or increments of such subsequent annual increments, subject to the availability of sufficient appropriations. To the extent sufficient appropriations become available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate amount of time within the Contract term to which it will be applied.

**1.4 Fiscal Year, Project Description, Statement of Services, and Exhibits.**

(a) **Fiscal Year.** The ending date of each Fiscal Year shall be March 31. (Insert March 31, June 30, September 30, or December 31, as approved by HUD.) The Fiscal Year for the project shall be the 12-month period ending on this date. However, the first Fiscal Year for the project is the period beginning with the effective date of the Contract and ending on the last day of the Fiscal Year which is not less than 12 months after the effective date.

(b) **Project Description** (Print or type the street address(es) and the number of units by bedroom size).

Street Address	No. Units	Bedroom Size
1100 7th St	1	3
1101 7th St	1	5
1104 7th St	1	3
1108 7th St	1	3
1109 7th St	1	5
1112 7th St	1	3
1116 7th St	1	3
1120 7th St	1	3
1124 7th St	1	3
1128 7th St	1	3
1131 7th St	1	3
1132 7th St	1	2
1135 7th St	1	2

1136 7th St	1	3
1139 7th St	1	4
1140 7th St	1	4
1200 7th St	1	4
1206 7th St	1	3
1212 7th St	1	3
1216 7th St	1	4
1220 7th St	1	3
1223 7th St	1	4
1224 7th St	1	3
1227 7th St	1	3
1228 7th St	1	4
1231 7th St	1	3
1234 7th St	1	3
1235 7th St	1	4
1238 7th St	1	3
1239 7th St	1	3
1243 7th St	1	3
1244 7th St	1	4
1247 7th St	1	3
1250 7th St	1	3
1251 7th St	1	3
1254 7th St	1	3
1255 7th St	1	4
1260 7th St	1	4
808 Booker Ave	1	3
812 Booker Ave	1	3
816 Booker Ave	1	3
820 Booker Ave	1	3
900 Booker Ave	1	3
904 Booker Ave	1	3
907 Booker Ave	1	5
908 Booker Ave	1	3
911 Booker Ave	1	3
912 Booker Ave	1	3
915 Booker Ave	1	3
916 Booker Ave	1	3
920 Booker Ave	1	3
1000 Booker Ave	1	3
1001 Booker Ave	1	3
1004 Booker Ave	1	3
1005 Booker Ave	1	3

1008 Booker Ave	1	4
1009 Booker Ave	1	4
1012 Booker Ave	1	3
1013 Booker Ave	1	5
1016 Booker Ave	1	3
1020 Booker Ave	1	4
1024 Booker Ave	1	3
1028 Booker Ave	1	3
1220 10 <sup>th</sup> St.	1	3
1221 10th St.	1	3
1224 10th St.	1	2
1225 10th St.	1	3
1228 10th St.	1	2
1229 10th St.	1	3
1232 10th St.	1	3
1233 10th St.	1	3
1237 10th St.	1	3
1241 10th St.	1	3
1244 10th St.	1	3
1245 10th St.	1	3
1248 10th St.	1	2
1249 10th St.	1	3
1252 10th St.	1	2
1253 10th St.	1	4
1256 10th St.	1	3
900 Abraham Ave	1	3
901 Abraham Ave	1	3
902 Abraham Ave	1	3
904 Abraham Ave	1	3
905 Abraham Ave	1	3
906 Abraham Ave	1	3
908 Abraham Ave	1	3
909 Abraham Ave	1	3
910 Abraham Ave	1	3
911 Abraham Ave	1	3
913 Abraham Ave	1	3
914 Abraham Ave	1	5
915 Abraham Ave	1	3
917 Abraham Ave	1	4
919 Abraham Ave	1	3
925 Abraham Ave	1	3
926 Abraham Ave	1	3

927 Abraham Ave	1	4
928 Abraham Ave	1	3
1000 Abraham Ave	1	3
1001 Abraham Ave	1	3
1004 Abraham Ave	1	3
1005 Abraham Ave	1	3
1008 Abraham Ave	1	4
1009 Abraham Ave	1	4
1012 Abraham Ave	1	5
1013 Abraham Ave	1	4
808 Australian	1	2
812 Australian	1	3
816 Australian	1	4
820 Australian	1	3
824 Australian	1	2
900 Australian	1	4
906 Australian	1	3
912 Australian	1	3
916 Australian	1	4
1000 Australian	1	3
1004 Australian	1	3
1008 Australian	1	4
1012 Australian	1	4
905 22nd Street 1 A-D	4	3
905 22nd Street 2 A-F	6	3
905 22nd Street 3 A-D	4	3
905 22nd Street 4 A-F	6	3
2115 Division Avenue A-D	4	2
905 Grant Street A-D	4	2

**(c) Statement of Services, Maintenance and Utilities Provided by the Owner.**

(1) Services and Maintenance:

The West Palm Beach Housing Authority will manage the provision of maintenance of the property, including provision of routine maintenance, emergency maintenance, preventative maintenance, and regular inspections. The maintenance system shall include 1) a system of priorities for work requests, 2) comprehensive working procedures, 3) performance goals, 4) work order system, 5) a skills training program, and 6) long range planning system.

(2) Equipment:

Equipment provided shall be:

(a) Range

- (b) Refrigerator
- (c) Air Conditioner
- (d) Vertical Blinds

(3) Utilities: No payment of utilities provided by Owner or included in rent. Utilities available include:

- (a) Electric heating
- (b) Electric Cooling
- (c) Gas Hot Water
- (d) Gas Cooking
- (e) Electric Lights

(4) Other: N/A

(d) **Exhibits.** The exhibits to the Contract consist of the following:

- (1) **Exhibit 1:** Schedule of Contract Units and Contract Rents;
- (2) **Exhibit 2:** Daily Debt Service;
- (3) **Exhibit 3:** Affirmative Fair Housing Marketing Plan;

**1.5 Owner Obligation to Accept Offers to Renew.** The Owner acknowledges and agrees that upon expiration of the initial term of the Contract, and upon expiration of each renewal term of the Contract, the Owner shall accept each offer to renew the Contract, subject to the terms and conditions applicable at the time of each offer, and further subject to the availability of appropriations for each year of each such renewal.

**1.6 Owner Obligation to Operate Project.** The Owner agrees to operate the project for the full initial term of the Contract specified in section 1.3(a) and for each renewal term in accordance with the Contract, Notice PIH 2012-32, all statutory requirements, and all HUD regulations and other requirements, including any amendments to and/or changes in statutory requirements, HUD regulations (including 24 C.F.R. Part 880), and other requirements.

**1.7 Flood Insurance Applicability.**

- If the preceding box is checked, the Owner agrees that the project will be covered, during the life of the property, regardless of transfer of ownership, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

**Signature Page**


**Warning:** 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses any writing containing any materially false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of the executive branch of the Government of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

As evidenced by the signature below of their authorized representative, the Owner and HUD hereby agree to the terms of this Contract, the scope of which is set forth in section 1.2(a) of the Contract.

Owner

Name of Owner (Print or Type)

West Palm Beach Housing Authority

By:   
Signature of authorized representative

Name of Signatory (Print or Type) Laurel Robinson

Official Title (Print or Type) Executive Director

Date (mm/dd/yyyy): 10/28/2014

United States of America  
Secretary of Housing and Urban Development

By:   
Signature of authorized representative

Name of Signatory (Print or Type) Stephanie J. Benson

Official Title (Print or Type) Acting Program Center Director

Date (mm/dd/yyyy): 10/29/14

**Exhibit 1**

**Schedule of Contract Units and Contract Rents**

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
16	2	\$482	\$117	\$599
102	3	\$682	\$135	\$817
24	4	\$703	\$152	\$885
6	5	\$809	\$170	\$979

**Exhibit 2**

**Daily Debt Service**

<b>Number of Rooms</b>	<b>Number of Units</b>	<b>Daily Debt Service</b>
0	<u>0</u>	<u>\$ N/A</u>
1	<u>0</u>	<u>\$ N/A</u>
2	<u>16</u>	<u>\$ N/A</u>
3	<u>102</u>	<u>\$ N/A</u>
4	<u>24</u>	<u>\$ N/A</u>
5	<u>6</u>	<u>\$ N/A</u>

This information is used for computing assistance payments for vacant units under section 2.5(d) of the Contract.

**Exhibit 3**

**Affirmative Fair Housing Marketing Plan**

The Affirmative Fair House Marketing Plan (AFHMP) has been submitted to FHEO for approval on 06/30/2014. Once approved, the Plan will be attached to the HAP contract and a copy placed in the Project files.