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Office of Public Housing
Greensboro, N.C.

MAR 4 2009

American Recovery and Reinvestment Act (ARRA) Formula Grant

Capital Fund Program (CFP) Amendment

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

To The Consolidated Annual Contributions Contract (form HUD-53012)

Whereas, (Public Housing Authority) Town of Chapel Hill Department of Housing (NC046) (herein called the "PHA") and the United States of America, Secretary of Housing and Urban Development (herein called "HUD") entered into Consolidated Annual Contributions

Contract(s) ACC(s) Number(s) A-3963 dated: 11/14/1995

Whereas, HUD has agreed to provide American Recovery and Reinvestment Act (ARRA) assistance, upon execution of this Amendment, to the PHA in the amount to be specified below for the purpose of assisting the PHA in carrying out capital and management activities at public housing developments in accordance with the requirements of the ARRA including Title XVI general provisions of the ARRA, in order to ensure that such developments continue to be available to serve low-income families:

\$ 732,519 for Fiscal Year 2009 to be referred to under Capital Fund Grant Number NC19S04650109

PHA Tax Identification Number (TIN) On File

Whereas, HUD and the PHA are entering into the CFP Amendment Number 16

Now Therefore, the ACC(s) is (are) amended as follows:

1. The ACC(s) is (are) amended to provide CFP assistance in the amount specified above for capital and management activities of PHA developments. This amendment is a part of the ACC(s).
2. The capital and management activities shall be carried out in accordance with all HUD regulations and other requirements applicable to the Capital Fund Program and ARRA and in accordance with the PHA's current 5-year Capital Fund Plan.
3. Subject to the provisions of the ACC(s) and to assist in the capital and management activities, HUD agrees to disburse to the PHA or the designated trustee from time to time as needed up to the amount of the funding assistance specified herein.
4. The PHA shall continue to operate each development as low-income housing in compliance with the ACC(s), as amended, the Act and all HUD regulations for a period of twenty years after the last disbursement of CFP/ARRA assistance for modernization activities and for a period of forty years after the last distribution of CFP/ARRA assistance for development activities. Provided further that, for a period of ten years following the last payment of assistance from the Operating Fund to the PHA, no disposition of any development covered by this amendment shall occur unless approved by HUD.
5. If the PHA does not comply with any of its obligations under this Amendment, HUD shall impose such penalties or take such remedial action as provided by law. HUD may direct the PHA to terminate all work. In such case, the PHA shall only incur additional costs with HUD approval.
6. By execution of this amendment all PHAs that are PHAS troubled acknowledge and agree to additional monitoring and oversight by HUD and its agents/contractors as deemed appropriate and necessary in order to ensure the proper use of the funds received by this amendment.

7. This grant is conditioned on the acceptance of the PHA to comply with the reporting requirements of the ARRA and the following requirements:
 - a. Funds cannot be transferred to operations or used for rental assistance activities.
 - b. The PHA must obligate 100% of the grant within one year of the effective date. At the one year date any unobligated funds will be recaptured.
 - c. The PHA must expend at least 60% of the grant within two years of the effective date. At the two year date if less than 60% is expended any unexpended funds will be recaptured.
 - d. The PHA must expend 100% of the grant within 3 years of the effective date. At the three year date any unexpended funds will be recaptured.
 - e. Extensions to the obligation and expenditure dates are not permitted.
 - f. The PHA must submit an annual statement and board resolution no later than 21 calendar days from the effective date.
 - g. The PHA shall give priority to capital projects that can award contracts based on bids within 120 from the effective date.
 - h. The PHA shall give priority consideration to the rehabilitation of vacant rental units.
 - i. The PHA shall prioritize capital projects that are already underway or included in the 5-year Capital Fund Plan.
 - j. The PHA must use the funds provided in this grant to supplement expenditures not supplant expenditures from other Federal, State, or local sources or funds independently generated by the grantee.
 - k. The PHA will provide a physical needs assessment, as specified by HUD, using funds from this grant or other Capital Funds.
 - l. Requirements relating to the procurement of goods and services arising under state and local laws and regulations shall not apply to the CFP assistance provided by this agreement.

8. The PHA acknowledges its responsibility for adherence to this amendment.

The parties have executed this Agreement, and it will be effective on 3/18/2009. This is the date on which CFP assistance becomes available to the PHA for obligation.

U.S. Department of Housing and Urban Development By <u>[Signature]</u> Title <u>Director</u> <u>Office of Public Housing</u>	PHA Executive Director By <u>[Signature]</u> Date: <u>3-3-09</u> Title <u>Director</u>
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