

Grant No: _____

Official Contact Person:

Name: _____

Telephone: _____

Fax: _____

E-mail Address: _____

**SUBRECIPIENT AGREEMENT
FOR HOMELESS AND RAPID RE-HOUSING PROGRAM GRANT FUNDS**

THIS IS AN AGREEMENT, by and between Bremerton Housing Authority
_____ (hereinafter the "Grantee") and _____, having its principal office at
_____, Bremerton (hereinafter known as "ABC") for the
Transitional/Permanent and Rapid Re-housing (HPRP) Programs

PROGRAM ELEMENTS

General Program Description

BHA, as the recipient of Continuum of Care (CoC) Grant from the Department of Housing and Urban Development (HUD), hereby designates ABC to undertake, and ABC hereby agrees to undertake the activities specifically described in the application and the Operational Roles and Responsibilities specifically described herein.

Operational Costs

As with the Housing First approach, the goals are to help people obtain housing quickly, increase self-sufficiency, and remain housed.

Operating (**Operational**) costs are the expenses which are related to the operation of a business, or to the operation of a device, component, and piece of equipment or facility. They are the cost of resources used by an organization just to maintain its existence

PROJECT DESCRIPTION AND SCOPE OF SERVICES

Project Description; Transitional Housing

Homelessness Transitional-Permanent (TH/PH) Program is designed to rapidly provide stable housing in ABC owned fixed units. Participants will be assessed and receive services and connection to resources specifically designed to aid the removal of barriers that cause homelessness. Each participant will receive an

individual plan with measurable goals and outcomes. Participants who successfully work towards self-sufficiency but lack a livable wage will be offered permanent rental assistance through BHA's Housing Choice Voucher Program.

a. Project Budget:

An approved grant budget is incorporated in this agreement as **Exhibit A**.

In addition, the Grantee may require a more detailed budget breakdown than shown in Exhibit A, and the ABC shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Scope of Services and Eligible Activities

ABC to refer eligible families to BHA within the guidelines and expectations established by the grant in the following manner.

The ABC will be responsible for administering Transitional-Permanent (TH//PH) activities identified by the Grantee.

The ABC will administer all tasks in connection with these activities in compliance with all applicable Federal, State, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee. Grant funds must be used for eligible activities as described in this document. The eligible activities approved under this agreement include (check all that apply under this agreement):

1. *Financial Assistance* - Eligible activities include short and medium-term rental assistance payments, security deposits, utility deposits, utility payments, moving cost assistance and motel/hotel vouchers.
2. *Housing and Social Services* - Eligible activities include case management services, outreach to and engagement of eligible program participants, housing search and placements,
3. *Data Collection*: The costs of operating data collection and reporting through the use of HMIS or a comparable client-level database. This is a requirement for the grant but is not an eligible cost.
4. *Administration*: Eligible costs include pre-award costs, accounting, reporting, auditing and staff training.
5. *Operating Cost*: Eligible costs include; salaries, utilities, office furniture, maintenance and reserves

Eligible Participants

Persons receiving TH//PH assistance must be eligible participants per criteria prescribed in the TH//PH Notice of Allocations dated July 1, 2020. The ABC agrees to establish appropriate measures to ensure and document that only eligible persons are served.

Goals and Objectives

The Grantee will monitor the performance of the ABC against goals and performance standards provided in the ABC's application and approved by the Grantee. Sub-standard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such sub-standard performance is not taken by the ABC within 30 days after being notified by the Grantee, the contract may be terminated, and all funding halted. In such cases, the ABC must return any unused funds promptly.

Staffing and Personnel

The ABC shall assign the following staff as Key Personnel to this project.

Staff Name and Title	Program Responsibilities	Time Allocation (%)

GENERAL CONDITIONS

General Conditions

a. Data Collection and Evaluation

TH//PH ABC is required to report client-level data, such as the number of persons served and their demographic information, in a Homeless Management Information System (HMIS) **or a comparable client-level database**. HMIS is an electronic data collection system that facilitates the collection of information on persons who are homeless or at risk of becoming homeless and is managed and operated locally. ABCs must keep up to date on data standards implemented in HMIS specifically for TH//PH participants as applicable. The local HMIS contact person for your program is (ABC) HMIS Staff who can be reached at

b. Reports

ABC is required to submit Quarterly Performance Reports noting outputs and outcomes including information on participants served to date, jobs created, funds drawn or expended, and narrative descriptions of program progress or issues. The format in **Exhibit C** shall be used by the ABC to submit its quarterly report. This format tracks the information the grantee is required to report to HUD. At least once (1) Quarterly.

This Report shall be submitted to _____ at BHA by the 15th day following of the end of each quarter for the period of program operation, and shall include current quarter and cumulative data. E-mail delivery is acceptable.

An Annual Performance Report will also be required within 45 days from the expiration date of _____ of any given year. This is captured through the SAGE reporting system. BHA will give access to ABC to complete the HMIS uploads.

Financial Management

If the ABC is a nonprofit organization it agrees to comply with 24 CFR Part 84 and OMB Circular A-122 or A-21 (depending on whether the nonprofit is or is not an Educational Institution) and agrees to adhere to the accounting principles and procedures required therein, develop and implement adequate internal financial controls, and maintain required source documentation for all cost incurred.

Recordkeeping and Retention

The ABC agrees to maintain all records required by the Transitional Housing (TH) Notice, including:

- Records documenting that operating cost
- Records documenting the eligibility of program participants
- If applicable, records documenting rent reasonableness
- Records providing a full description of each activity undertaken
- Records documenting compliance with fair housing and equal opportunity cross-cutting regulations
- Financial records illustrating appropriate accounting principles applied
- Records accounting for staff time and activities relating to TH expenditures and draw requests

The ABC shall retain all records pertinent to expenditures incurred under this contract for a period of six (6) years after the termination of all activities funded under this agreement. Records for any displaced person must be kept for six (6) years after he/she has received final payment. Notwithstanding the above, if there are litigations, claims, audits, negotiations or other actions that involve any of the records, the records

must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

Client Data

ABC shall maintain client data demonstrating client eligibility for services provided. Such data shall include at a minimum the HMIS Data and Technical Standards prescribed by HUD. Such information shall be made available to Grantee monitors or their designee for review upon request. If an HMIS has not been implemented in the Grantee's jurisdiction, the grantee may use an alternate system for collecting and reporting data as long as it meets the data collection and reporting requirements set forth in the HPRP Notice, and is consistent with HUD's HMIS Data and Technical Standards.

Audits and Inspections

All ABC records with respect to any matters covered by this Agreement shall be made available to the Grantee, representatives of the Federal Government and their designees, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Actions required resolving any discrepancies noted in the audit report must be agreed upon by the ABC within 30 days after receipt of the audit report. Failure of ABC to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. ABC hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning ABC audits and, as applicable OMB Circular A-133.

Costs Incurred Prior to Grant Agreement Execution

No costs incurred prior to the execution of the Agreement shall be eligible for reimbursement with Grant funds.

Fund Disbursement

The ABC may request reimbursement as frequently as once a month, by submitting the attached form with a budget which details itemized TH expenditures by activity and cost categories. ***ALL TH funds must be requested on the Draw Request Form (See Exhibit C).*** No funds will be disbursed until all required reports and substantiating documentation are submitted.

Reallocation of funds, Termination, Suspension, Conditions

If the ABC fails to comply with the terms, conditions or requirements of this Agreement, the Grantee may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date of termination or suspension at least 30 days prior to such action. In the case of Agreement violations by ABC, the Grantee may request that all or some of the grant funds be returned even if ABC has expended the funds. The request will be made in writing. ABC agrees to return such funds as requested by the Grantee within 30 days of receipt of the written request. (Also see Goals and Objectives)

If ABC becomes aware that any part of the contract cannot be performed (including force majeure) it is incumbent upon ABC to notify BHA immediately as prescribed below.

If BHA becomes aware that any part of the contract cannot be performed (including force majeure) it is incumbent upon BHA to notify Sub-recipient immediately.

BHA contact information:

Name:

Address:

Address:

Phone:

Subsequent Contracts

ABC shall remain fully obligated under the provisions of the Grant Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the grant assistance is being provided to the ABC. Any contractor or subcontractor which is not part of the ABC shall comply with all the lawful requirements of the Application necessary to ensure that the project for which assistance is being provided under this Agreement is carried out in accordance with the ABC's Assurances and Certifications (**See Exhibit F**).

Budget Revisions/Amendments

ABC shall not obligate, encumber, spend or otherwise utilize TH//PH funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to the Grantee unless:

- ABC has received explicit written approval from the Grantee to undertake such actions, or
- Budget changes may be among approved project activities and among approved budget categories so long as the specific project activity has been approved, there is no change to the total grant amount, and the changes to the budget are documented.

Conflict of Interest

In addition to the conflicts of interest requirements in 24 CFR Part 85 for ABCs that are governmental entities, ABCs that are nonprofit organizations shall comply with 24 CFR 84.42 with respect to the use of THPH/RRH funds to procure services, equipment, supplies or other property. With respect to all other decisions involving the use of THPH/RRH funds, the following restriction shall apply:

- No person who is an employee, agent, consultant, officer, or elected or appointed official of ABC and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one year thereafter.

Hold Harmless

ABC shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of ABC's performance or non-performance of the services or subject matter called for in this agreement

EXHIBITS

Exhibits

- a. Approved Budget
- b. Certification of ABC
- c. Invoice

Exhibit A

Total Program Budget

Rental Assistance	\$ _____
Operation Costs	\$ _____
Supportive Services	\$ _____
Administration	\$ _____
Total	\$ _____

ABC Budget

Operational Costs

Maintenance Salaries	\$ _____
Property Management Salary	\$ _____
Maintenance Reserves	\$ _____
Utilities, Repairs, Maintenance, Insurance	\$ _____
Total	\$ _____

This total is per unit per year with a total annual budget authority of \$ _____

Exhibit B

Certification by Subrecipient _____

(i) Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;

(ii) The address or location of any family violence project assisted under this part will not be made public, except with written authorization of the person responsible for the operation of such project;

(iii) Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;

(iv) In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;

(v) The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and

(vi) Subrecipients will provide information, such as data and reports, as required by HUD; and

(5) To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the recipient is a UFA;

(6) To monitor subrecipient match and report on match to HUD;

(7) To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;

(8) To monitor ABCs at least annually;

(9) To use the centralized or coordinated assessment system established by the Continuum of Care as set forth in §578.7(a)(8). A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system,

provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

(10) To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in §578.7(a)(9);

(11) To comply with such other terms and conditions as HUD may establish by NOFA.

SAMPLE

INSERT A BLANK COPY OF THE INVOICE

SAMPLE

**Memorandum of Agreement
Between The Housing Authority of the City of Bremerton &
ABC
COCC TH/PH/RR
Referral, Services and Reporting Agreement**

AN AGREEMENT by and between the Housing Authority of the City of Bremerton (BHA) and the ABC(ABC) by which ABC agrees to carry out specific activities under the COCC TH/PH/RR and establishing certain other terms and conditions of operation.

PURPOSE OF THE Memorandum of Agreement

To set forth current expectations and understandings of the parties as they relate to the operation of the COCC TH/PH/RR voucher program. This MOA primarily outlines the roles and responsibilities of each party as they relate to the use of Housing Choice Vouchers and the provision of supportive services to COCC TH/PH/RR participants

IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I. PROJECT

1. SCOPE OF SERVICE

BHA, as recipient of Supportive Housing Program Grant from the Department of Housing and Urban Development (HUD), hereby designates ABC to undertake, and ABC hereby agrees to undertake the activities specifically described in the applications and the Operational Roles and Responsibilities specifically described herein.

BHA will provide Tenant Based Rental Assistance to families who are referred to BHA by ABC and certified to be homeless (verification of homelessness must meet the HUD final rule governing the COCC program rule: Literally homeless; Imminent risk of homelessness; Homeless under the Federal Statutes; Fleeing/attempting to flee a DV situation)

BHA will administer the Rapid Re-Housing portion of the COCC TH/PH/RR grant.

BHA will continue to provide rental assistance to Tenant Based and Rapid Re-housing to referred participants dependent upon the availability of funding to those who maintain full compliance with COCC TH/PH/RR and BHA program regulations for the length of the grant term.

The parties to this Memorandum of Understanding agree to comply with the actions as specified in this MOA.

OPERATIONAL ROLES AND RESPONSIBILITIES

A. BHA

Rental Assistance:

BHA will continually administer no less than twenty-five (25) COCC TH/PH/RR rental subsidies for homeless households.

Rapid Re-Housing:

1. BHA will take referrals for the RRH program upon request based on the funding available
2. BHA will re-apply for the *COCC TH/PH/RR Grant annually*

BHA's Role in the Core Program Components of Rapid Re-Housing:

- Housing Identification: BHA will provide the applicants help finding housing and troubleshooting barriers that prevent access to housing
- Rental and Move-In Assistance: BHA will provide Financial Assistance to cover move-in costs, deposits, and the rental/utility assistance for six (6) months or less
- Case Management and Services: BHA will help an individual locate housing; overcome and/or trouble shoot housing barriers and financial constraints; as well as connect them with appropriate resources

Operating Costs:

1. BHA will reimburse ABC the monthly costs to maintain the operations of the eight (8) units based on the approved budget by HUD. ABC will invoice BHA on a monthly basis for these costs.
2. ABC will provide BHA with a completed BHA supplemental application for each new resident that moves into an ABC-owned unit.

BHA Contacts

Name, Title, Phone, Email

B. ABC

Rental Assistance:

Refer eligible families to BHA within the guidelines and expectations established by the grant in the following manner:

- Rental Assistance: Rental Assistance is paid to a private landlord on behalf of the participant
 - Deposit Assistance: Deposit Assistance is paid to a private landlord on behalf of the participant to secure the chosen unit (not to exceed twice the amount of the contract rent)
1. ABC will make referrals to BHA based off a request from BHA.
 - a. ABC/HSC center will provide BHA with the “Chronically Homeless” verification based on the applicant’s situation but under the following HUD guidelines: Literally homeless; Imminent risk of homelessness; Homeless under the Federal Statutes; Fleeing/attempting to flee a DV situation

Rapid Re-Housing:

Rapid re-housing provides short-term rental assistance (3 – 6 months) and deposit assistance for applicants who have an immediate need for help and have shown they have resources for long-term stability regarding housing.

ABC:

1. Upon request from BHA, ABC will refer appropriate clients to BHA
 - a. HSC center will provide BHA with the “Chronically Homeless” verification.

Operating Costs:

1. ABC will make available eight (8) units owned and operated by ABC for participants under the Operating Costs piece of the *COCC TH/PH/RR Grant*. BHA will reimburse ABC the monthly costs to maintain the operations of the eight (8) units based on the approved budget by HUD. ABC will invoice BHA on a monthly basis for these costs

ABC Contacts

Name, Title, Phone, Email

2. TERM OF AGREEMENT

This MOU is effective July 1, 2020 through June 30, 2021, as determined by the specific grant term. The term of this agreement shall cover the period that BHA has control over Supportive Housing Program funds.

3. PROGRAM REPORTING

ABC shall submit such reports as required by BHA to meet its local obligations and its obligation to the Department of Housing and Urban Development. BHA will prescribe the report format, as well as the time and location for submission of such reports. Required reports will include but are not limited to:

- a) Annual Performance Reports which shall include all information required by HUD in the final Annual Performance Report. Information for this report will be due to the BHA no later than 45 days after the end of the program fiscal year.

ARTICLE II. FINANCIAL CONDITIONS

1) BUDGET AND COMPENSATION

The BHA shall reimburse ABC the allowable costs for the services identified in this Agreement not to exceed \$ _____ upon presentation of properly executed *monthly invoices*.

 **The *monthly invoice* must include the following:**

- Support of salaries and wages; including documented payrolls
- Personnel activity reports:
 - Reports reflecting the distribution of activity of each employee must be maintained for all staff members whose compensation is charged, in whole or in part, directly to awards.

In addition, in order to support the allocation of indirect costs, such reports must also be maintained for other employees whose work involves two or more functions or activities if a distribution of their compensation between such functions or activities is needed in the determination of the organization's indirect cost rate(s) (e.g., an employee engaged part-time in indirect cost activities and part-time in a direct function).

Reports maintained by non-profit organizations to satisfy these requirements must meet the following standards:

- a) The reports must reflect an after-the-fact determination of the actual activity of each employee. Budget estimates (i.e., estimates determined before the services are performed) do not qualify as support for charges to awards.
- b) Each report must account for the total activity for which employees are compensated and which is required in fulfillment of their obligations to the organization.
- c) The reports must be signed by the individual employee, or by a responsible supervisory official having first-hand knowledge of the activities performed by the employee, and that the distribution of activity represents a reasonable estimate of the actual work performed by the employee during the periods covered by the reports.
- d) Charges for the salaries and wages of nonprofessional employees, in addition to the supporting documentation described in subparagraphs (1) and (2), must also be supported by records indicating the total number of hours worked each day maintained in conformance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516). For this purpose, the term "nonprofessional employee" shall have the same meaning as "nonexempt employee," under FLSA.
- e) The reports must be prepared at least monthly and must coincide with one or more pay periods.

2) DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

All costs shall be supported by documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, upon reasonable notice; BHA and HUD shall have the right to audit the records of ABC as they relate to the work.

ABC shall also:

- a) Maintain an effective system of internal fiscal control and accountability for all COCC Operational cost, and ensure these costs are used solely for authorized purposes.
- b) Keep a continuing record of all disbursements by date; check number, amount, vendor, description of items purchased and line item from which money was expended, as reflected in ABC's accounting records
- c) Maintain financial records for a period of five (5) years post receipt of the final monitoring letter from BHA provided that the Annual State Audit (which includes the COCC TH/PH/RR) has been completed.
- d) Permit inspection and audit of its records with respect to all matters authorized by this agreement by representatives of BHA, the State Auditor or the United States Department of HUD at any time during normal business hours and as often as necessary.
- e) Inform BHA concerning any funds allocated to ABC that ABC anticipates will not be expended during the agreement period, and permit reassignment of the same by BHA to other agencies.
- f) Repay BHA any funds in its possession at the time of termination of this agreement that may be due to BHA or to HUD.

3. REIMBURSEMENT

BHA shall reimburse ABC only for actual incurred costs upon presentation of a properly executed invoice in a form approved by BHA. Only those allowable costs directly related to ABC's application, shall be paid consistent with Article II paragraph 25.

In the event that BHA or HUD determines any funds were expended by ABC for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, BHA or HUD

may order repayment of the same. ABC shall remit the disallowed amount to BHA within 30 days of written notification of the disallowance.

- a) ABC agrees that funds determined by BHA to be surplus upon completion of the Agreement will be subject to cancellation by BHA
- b) ABC agrees that upon expiration of this agreement, ABC shall transfer to BHA any COCC TH/PH/RR funds on hand at the time of expiration and any account receivable attributable to the use of COCC TH/PH/RR funds.
- c) BHA shall be relieved of any obligation for payments if funds allocated to BHA cease to be available for any cause other than misfeasance of BHA itself.
- d) BHA reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

ARTICLE III. FEDERAL CONDITIONS

1. UNIFORM ADMINISTRATIVE REQUIREMENTS

Agency shall comply with regulations set forth in 24 CFR directive pt. 84.

2. CONFLICT OF INTEREST

In addition to the conflict of interest requirements in 24 CFR part 85, no person who is an employee, agent, consultant, officer, or elected official or appointed of ABC, who exercises any function or responsibilities with respect to the program or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect to the proceeds of the COCC TH/PH/RR Program assisted activity either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Participation by homeless individuals who also are participants under the program in policy or decision making under 24 CFR part 582.300 does not constitute a conflict of interest.

3. LEAD BASED PAINT

Agency shall comply with HUD Regulations on Lead Based Paint hazards in federally owned housing and housing receiving Federal assistance. (24 CFR Part 35)

4. DISCRIMINATION PROHIBITED

Under the activities, funded in whole or in part by Supportive Housing Program, Agency shall comply with 24 CFR part 582.330.

ARTICLE IV: GENERAL CONDITIONS

1. COMPLIANCE WITH LAWS

ABC, in performance of this Agreement, agrees to comply with all applicable Federal, State and Local Laws and ordinances, and the rules and regulations promulgated by the U.S. Department of Housing and Urban Development, including but not limited to COCC TH/PH/RR Program Regulations and other policies and guidelines established for the COCC TH/PH/RR Program regardless if the law is specifically stated in this Agreement.

2. LICENSING AND PROGRAM STANDARDS

ABC agrees to comply with and to obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in the Contract to assure quality of services.

3. INSURANCE

ABC shall maintain at all times a policy of comprehensive general liability insurance providing an amount of \$1,000,000 per occurrence, protecting BHA of Bremerton from any and all damages which may arise in connection with the services to be provided hereunder, whether or not such damages are alleged to arise from acts or omissions which are the sole negligence of BHA, its officers, employees, and or agents, or the combined negligence of BHA and others. Such insurance shall include BHA as additional insured and shall not be reduced or canceled without 30 days written prior notice to BHA. ABC shall provide and maintain a current Certificate of Insurance as evidence of the insurance required in the section.

4. INDEMNITY

ABC agrees to defend, indemnify and save harmless BHA, its appointed and elected officers and employees, from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of actions, claims or lawsuits for damages resulting from personal or bodily injury, including death at any time resulting there from, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of or the performance of this Agreement, whether such injuries to persons or damage to property is due to the negligence of Agency, its subcontractors, agents, successor, or assigns. This provision shall be inapplicable to the extent BHA are judicially found solely negligent for such damage or injury.

5. NOTICES

Any notices required to be given by BHA to ABC or by ABC to BHA shall be in writing and delivered to the following parties at the following addresses:

BHA:
Sarah Van Cleve
Housing Authority of the City of Bremerton
4040 Wheaton Way Suite 105
Bremerton, WA 98310
svancleve@bremertonhousing.org

ABC:
Name
Organization
Address
Email

6. ASSIGNMENT AND SUBCONTRACTING

ABC shall not assign or subcontract any portion of the services provided within the terms of this contract without obtaining prior written approval from BHA. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to the Contract.

7. RESERVATION OF RIGHTS

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, not shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

8. AMENDMENTS TO AGREEMENTS

The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties.

9. FAILURE TO PERFORM

In the event of a failure by ABC to comply, with any terms or conditions of this Contract or to provide in any manner the activities or the other performance as agreed to herein, BHA reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the contract, or prohibit ABC from incurring additional obligations of funds until BHA is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of, BHA's right to terminate as provided in Article IV.10 of the General Conditions of this Agreement. BHA may consider performance under this Agreement when considering future awards.

10. TERMINATION

If ABC fails to comply with the terms and conditions of this Agreement, BHA may pursue such remedies as are available in accordance with 24 CFR 85.4 including but not limited to, the termination of this Agreement in the manner specified herein.

1. Termination for Cause – If ABC fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
 - a) The lack of compliance with the provisions of this Agreement are to such scope and nature that BHA deems continuation of this Agreement to be substantially non-beneficial to the public interest;
 - b) If ABC has failed to take satisfactory corrective action as directed by BHA or its authorized representative within the time specified by same,
 - c) If ABC has failed within the time specified by BHA or its authorized representative substantiate its compliance with the terms and conditions of this Agreements,

BHA may terminate this Agreement in whole or in part and thereupon shall notify in writing ABC of the termination, the reasons therefore, and the effective date. The effective date shall not be prior to notification of the termination of the termination by BHA to ABC. Costs resulting from obligations incurred by ABC after termination of the Agreement are not allowable unless specifically authorized in writing by BHA.

2) Termination for Convenience

The award may be terminated for convenience, in whole or in part, as follows:

- a) By BHA with the consent of ABC. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- b) By ABC upon submitting written notification to BHA. The written notification must set forth the reasons for the termination, the effective date, and in the case of partial termination, the portion to be terminated, however, in the case of a proposed partial termination, BHA may terminate the award in its entirety if BHA determines that the remaining portion will not accomplish the purpose for which the award was made.

3) Termination for Withdrawal, Reduction, or Limitation of Funding

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this contract, and prior to its normal completion, BHA may summarily terminate this Contract as to the funds reduced or limited, notwithstanding any other termination provision of this contract. Termination under this Section shall be effective upon receipt of written notice by ABC or its representative.

11. CLOSE - OUT

Upon termination of this Contract, in whole or in part for any reason including completion of the project, the following provisions shall apply:

- a) Upon written request by ABC, BHA shall make or arrange for payment to ABC of allowable reimbursable costs not covered by previous payments,
- b) ABC shall submit with 30 days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by BHA,
- c) In the event a financial audit has not been performed prior to close-out of this Agreement, BHA retains the right to withhold a just and reasonable sum from the final payment to ABC after fully considering the recommendation on disallowed costs resulting from the final audit.

12. VENUE AND CHOICE OF LAW

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted only in the Court of the State of Washington, County of Kitsap. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

13. SEVERABILITY CLAUSE

It is understood and agreed by the parties that if any part, term, or provisions of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

14. INTEGRATED DOCUMENT

This Agreement with any attachments constitutes the entire agreement between the parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

Name
Title

Date

The Housing Authority of the City of Bremerton (BHA)

Name
Title

Date

Requirements for Acceptable Documents

BHA Policy

Any documents used for verification must be dated within 60 calendar days of the date they are provided to BHA. The documents must not be damaged, altered or in any way illegible.

BHA will accept documents dated up to six (6) months before the effective date of the family's reexamination if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides semi-annual reports, BHA would accept the most recent report.

Printouts from web pages are considered original documents.