

SUB-RECIPIENT AGREEMENT

**Agreement between
Bering Straits Regional Housing Authority
and
Native Village of _____ / _____ IRA Council
Indian Housing Block Grant (IHBG) Crime Prevention and Drug Elimination-
Youth Activities Program**

This Agreement is entered on _____ between Bering Straits Regional Housing Authority, hereinafter referred to as BSRHA, and the _____, a not for profit corporation, hereinafter referred to as Sub-recipient. The Agreement authorizes the Sub-recipient to act as the sub-recipient entity for the purpose of receiving Indian Housing Block Grant (IHBG) grant funding to be used for the Crime Prevention and Drug Elimination Youth Activities Program. The terms and conditions of the Agreement shall be for the duration of the IHBG, which shall be completed by _____.

1. WORK ASSIGNED

The work assigned under this Agreement is as follows:

- A. Grant funding shall be used for providing drug prevention programs in the Bering Straits region utilizing the Crime Prevention and Drug Elimination Youth Activities Program model programs.
- B. The allowance expenditures include, but are not limited to: personnel, fringe benefits, equipment, and supplies.
- C. No grant funds may be used for construction or renovation labor.

2. OBLIGATIONS OF THE SUBRECIPIENT

A. Statement of Work.

1. The Sub-recipient shall be responsible, on behalf and in the best interests of BSRHA, for the successful completion of the program requirements found in the approved IHBG.

2. The Sub-recipient shall supervise and monitor the day-to-day performance of its staff/any contractors and shall report to the BSRHA regarding their monitoring findings on a regular basis. It will also submit regular progress reports, revised documentation or schedules, and immediately alert BSRHA in writing as to any problems encountered which could delay or alter the agreed upon terms of the Agreement.

3. The Sub-recipient shall advocate, solicit, coordinate, procure, manage, develop, and maintain the program as stated in this Agreement on behalf of BSRHA. This includes and settling disputes, and securing, obtaining, managing, transferring, and holding funds from any source.

4. The Sub-recipient shall adhere to all applicable laws, regulations, and guidance in the administration of this Agreement. The Sub-recipient agrees that it is responsible for any damages incurred by BSRHA as a result of Sub-recipient's failure in the regard.

B. Schedule of Work

1. The Sub-recipient shall adhere to the following Schedule of Work (SOW) specifying work to be done, dates of completion and sources of funds. The Schedule of Work is attached as Addendum 1 to this document and is made part of the Agreement by reference. By execution of this Agreement, BSRHA approves the above SOW.

2. Proposed changes or amendments to the Schedule must be submitted in writing to BSRHA for review and concurrence. All such documents become a part of this Agreement and are thus subject to the same standards and requirements stipulated herein.

3. BSRHA may require on-site visits during the course of any activities funded by this grant to be conducted by BSRHA staff. Any such on-site shall become part of the project documentation.

C. Budget.

1. The budgetary amount established for the work assigned under this Agreement is \$10,000. A copy of the agreed upon budget is attached as Addendum 2, and is herein made part of this agreement by reference. The Sub-recipient will make requests for funds commensurate within the time frames and formats agreed upon by the Sub-recipient and BSRHA. Progress reports shall be provided for each request for funds, including inspection report if applicable.

2. After BSRHA has determined that request for funds are within the scope of this agreement, payment will be authorized for the request. Payments will be denied or made within 5 days of request by the Sub-recipient. Upon approval, BSRHA will requisition funds from HUD and provide payment to the Sub-recipient in approximately ten working days. Funds shall be accessed monthly for items that have been agreed upon as identified in Addendum 2. Other requests for funds from the previous draw(s) have been expended or obligated within seven (7) calendar days after receipt of funds drawdown.

3. The Sub-recipient will submit monthly accounting statements to BSRHA. The date established for these submissions shall be agreeable to both parties and shall be about the same day of each month. The Sub-recipient will also submit other reasonable written reports upon request by BSRHA.

3. RECORDS AND REPORTS

A. Establishments and Maintenance of Records.

1. The Sub-recipient shall maintain records including, but not limited to, financial records, bid documents, and all other records sufficient to reflect all direct and indirect costs incurred to perform the work assigned.

2. The Sub-recipient shall maintain reports as required by this Agreement. It shall establish and maintain all backup data necessary to support those reports.

3. The Sub-recipient is responsible for maintaining all other records and reports as required by law, including, but not limited to those required by the regulation implementing IHBG.

B. Preservation of Records and Reports.

1. The Sub-recipient shall preserve and make available for review and inspection all records and reports to the work assigned under this Agreement. These records and reports shall be maintained for a period of three (3) years after the program close out.

Program close out is defined as the time of the completion of program activities found in the approved IHBG grant.

2. The Sub-recipient shall retain these record and reports beyond this period of time until any possible litigation audit findings, or claims have been resolved.

3. The Sub-recipient may elect to forward all files to BSRHA after completion of the grant. BSRHA may require the sub-recipient to forward the files to BSRHA after the terms of this Agreement are extinguished. BSRHA will maintain these files with the remainder of the other files for the project.

4. OBLIGATIONS OF BSRHA

- A. BSRHA is obligated to make timely reviews of the work being performed under this Agreement.
- B. BSRHA is obligated to make timely payments to the Sub-recipient for work completed by this Agreement.
- C. BSRHA is obligated to submit timely reports to HUD in accordance with 24 CFR Part 761.35.

5. OTHER REQUIREMENTS

- A. The requirements of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1 as applicable and the Indian Civil Rights Act (Title II of the Civil Rights act of 1968, 25 U.S.C 1301-1303)
- B. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C 794) and implementing regulations at 24 CFR Part 8.
- C. The requirements of Executive Order 11246 (Equal Employment Opportunity) and the implementing regulations at CFR Chapter 60.
- D. Any requirements that may be imposed by HUD subject to the National Environmental Policy Act or other legislation implemented by 24 CFR Part 50. HUD regulatory requirements on toxic chemicals, noise, and airport clear zones also apply.
- E. The regulations at 24 CFR Part 87 related to lobbying.
- F. Requirement to maintain a drug-free workplace in accordance with 24 CFR Part 24, Subpart F.
- G. Restrictions on participation by ineligible, debarred, or suspended persons or entities at 24 CFR Part 24, Subparts A through E, which are applicable to "subtier" transactions involving participants not names in the Conference Report (102-226) to Public Law 102-139. In enforcing each such participant's compliance with the certification of a prospective unless it knows that such certification is erroneous (24 CFR part 24, paragraph 24.225(c).
- H. The Uniform Relocation Act as implemented by regulations at 49 CFR Part 24.
- I. Standards prescribed in 24 CFR 85.20 through 85.26, including provisions of the Cash Management Improvement Act of 1990 (CMIA (PL 101-453), as amended (codified as amended in scattered sections of Title 31 U.S.C).

- J. Metric Conversion Act of 1975, as amended (codified as amended at 15 U.S.C. 205a-205k), and Executive Order No. 12770 (Metric Usage in Federal Government Programs), 56 FR 35.801 (1991).
- K. Resource Conservation and Recovery Act of 1976 (RCRA) (PL 94-58-, Section 6002, as amended at 42 U.S.C. 6962), which requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environment Protection Agency (EPA) (40 CFR 247-254).
- L. Paperwork Reduction Act Statement of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2577-0124 which describes procedures for developing proposed collections of information (including surveys) and submitting them for OMB review and approval.
- M. The U.S. Government rate for travel in specific cities.
- N. The Indian Preference requirements pursuant to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b). (24 CFR 1000.48).
- O. The Sub-recipient must provide proof of insurance coverage adequate to replace the building or materials if damaged by fire or stolen, as may be necessary and proof of comprehensive insurance, Workman's compensation insurance and any other insurance necessary to protect the interest of BSRHA and the Sub-recipient.
- P. Any other applicable Federal, state, or local laws or regulations.
- Q. Upon completion of this contract, the Sub-recipient shall assume responsibility and maintenance for any facilities or programs developed as it relates this grant.

6. AMENDMENTS

This agreement may be amended by the Sub-recipient or the BSRHA at any time provided that such amendments make specific reference to this agreement, are executed in writing, signed by an authorized representative of both organizations, and approved by BSRHA. Such amendments shall not invalidate this agreement, or relieve or release either party from its obligations under this Agreement.

The BSRHA may, at its discretion, amend this agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service or schedule or, the activities to be undertaken as part of this agreement, such modification will be incorporated only by written amendment signed by both BSRHA and the Sub-recipient.

7. SUSENSION AND/OR TERMINATION

The BSRHA retains the right to suspend or terminate this Agreement should the Sub-recipient in any way materially fail to comply with any term of the award. The award may also be terminated for convenience subject to the provisions set forth in 24 CFR Part 761, Subpart D and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments 85.43 and 85.44.

Robert Mocan
President/CEO
BSRHA

Date

Date