



SUB-RECIPIENT AGREEMENT

**Agreement between
Bering Straits Regional Housing Authority
and**

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 Recipient, 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 Activity Programs. Some or all of the funds or property provided under this agreement, come from the IHBG program, as authorized by the Native American Self-determination Act (hereinafter "NAHASDA"). The U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD" is the original grantor of the IHBG funds. The conditions of the Agreement shall be for the duration of the IHBG, which shall be completed by _____.

1. PURPOSE

The recipient is subgrating funds or property to the subrecipient to be used for the purpose(s) described as follows:

2. AMOUNT OF SUBGRANT AND METHOD OF DISBURSEMENT

The funds of the property being subgranted and the schedule and manner of the disbursements are described as follows. The recipient may condition the disbursement of any funds or the provision of any property and services under this agreement on the timely receipt of proper reports and other documentation from the subrecipient. (check one or more of the following):

The total amount of funds to be subgranted under this Agreement is _____. This amount shall be disbursed to the Subrecipient on the following schedule and in the following manner: _____

The property or services to be provided under this agreement is: These items will be provided on the following schedule and in the following manner: _____

3. SPECIAL TERMS

- If this box is checked, an Addendum has been made and attached to this Agreement. This Addendum may contain an additional description or scope contained in the Addendum conflicts with the other terms of the Agreement, the terms of the Agreement shall supersede the terms of the Addendum.

4. WORK ASSIGNED

The work assigned under this Agreement is as follow:

- 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.

5. ADMINISTRATIVE AND PLANNING EXPENDITURES

NAHASDA regulations place a cap on how much a Recipient, along with all of its Subrecipients, can, without getting special approval from HUD, expend on administrative and planning expenses when using IHBG funds. Therefore, the Subrecipient, under this Subrecipient Agreement, is (check one of the following): prohibited from spending any of these subgranted funds on administrative and planning expenses or, limited to expending no more than _____% (percent) equivalent to \$ _____ of these subgranted funds on administrative and planning expenses.

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- limited to expending no more than _____% (percent) equivalent to \$ _____ of these subgranted funds on administrative and planning expenses.

If, in the election above, this Agreement authorizes the Subrecipient to expend a portion of subgranted funds on administrative and planning expenses, the Subrecipient is minimally required to report to the Recipient, in writing, on a(n) [insert time period] _____ basis the amount spent on such expenses, total expenses, and the percentage of administrative and planning expenses to total expenses.

6. RECIPIENT REQUIREMENTS

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 because 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 any activities funded by this grant to be conducted by BSRHA staff. Any such on-site become part of the project documentation.

7. FEDERAL SUBRECIPIENT REQUIREMENTS

The Subrecipient hereby agrees to comply with all requirements under NAHASDA (25 USC 4101, et.seq.) and its implementing regulations (24 CFR Part 1000) and other applicable federal laws and regulations.

NAHASDA and 24 CFR Part 1000 require that IHBG funds can only be used for affordable housing activities that assist low-income members of federally recognized tribes, members of certain state-recognized tribes, and members of groups or communities of Indians and Alaska Natives that are eligible for programs and services pursuant to the Indian Self-Determination and Education Assistance Act. The Subrecipient, in carrying out this Agreement and related activities, shall conform to these federal requirements.

The following is a **partial** list of NAHASDA statutory requirements that may be pertinent to activities carried out pursuant to this Agreement. The NAHASDA statute can be accessed at: <http://www.hud.gov/offices/pih/ih/codetalk/onap/nahasdaref.cfm>.

Definition of Indian

Eligible Affordable Activities

Definition of Low-Income	Eligibility Family
Definition of Indian Tribe	Tribal and Indian Preferences
Local Cooperation Agreement	Exemption from Civil Rights Act
Administration and Planning Expenses	Insurance
Certificates of Compliance	Lease and Tenant Selection
Regulations	Record Keeping
Labor Standards	Remedies for Noncompliance
Environmental Reviews	30% Rental Rate Rule

The following is a **partial** list of the IHBG regulations that may be pertinent to activities carried out pursuant to this Agreement. The IHBG regulations can be accessed at: <http://www.hud.gov/offices/pih/ih/codetalk/onap/nahasdaref.cfm>.

Procurement	30% Rental Rate Rule
Indian Preference	Audit
Environmental Reviews	Flood Insurance
Debarment	Improper Expenditure of Funds
Drug Free Workplace	Lead-Based Paint
Labor Standards	Relocation and Acquisition
Program Income	Useful Life/Use Restrictions
Record Keeping	

The following is a **partial** list of applicable HUD Administrative Requirements referenced in 24 CFR § 1000.26 that may be pertinent to activities carried out pursuant to this Agreement. The HUD Administrative Requirements can be accessed at <http://www.hud.gov/offices/pih/ih/codetalk/onap/nahasdaref.cfm>.

Competitive Procurement	Section 3 Preference
Competitive Procurement Exceptions	Contract Provisions
Allowable Costs	Sub Grants
Non-Federal Audit	Monitoring
Debarment and Suspension	Financial Reporting
Bonding	Termination for Convenience
Disallowance and Adjustment	

The following is a **partial** list of other applicable federal laws, which can be accessed at <http://www.gpoaccess.gov/uscode/index.html>

HUD Reform Act of 1989 [12 USC 1701(u)]
Indian Self-Determination and Educational Assistance Act of 1975 [24 USC 450, et seq.]
Title II of Civil Rights Act of 1968 [25 USC 1301- 1303]
Indian Financing Act [25 USC 1452]
Sec. 504 of Rehabilitation Act of 1973 [29 USC 794]
Davis-Bacon Act [40 USC 276a]
Contract Work Hours & Safety Standards Act [40 USC 327]
Drug Free Workplace Act [41 USC 701]
Age Discrimination Act of 1975 [42 USC 6101-6107]
Title VI of Civil Rights Act of 1964 [42 USC 2000d]
Title VIII of the Civil Rights Act of 1968 [42 USC 3601]
Uniform Relocation Assistance Act [42 USC 4601- 4655]
National Environmental Policy Act [42 USC 4321]

8. EXPLICIT PROVISIONS THAT MUST BE INCORPORATED IN ALL SUBRECIPIENT CONTRACTS

Title 24 CFR § 85.36(i) of HUD's Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments requires that certain provisions be contained in all contracts that relate to this Agreement and Subrecipient activities. These requirements are:

- Termination for cause for convenience (only for contracts in excess of \$10,000).
- Compliance with Executive Order 11246, entitled Equal Employment Opportunity.
- Compliance with Copeland Anti-Kickback Act (only for construction or repair contracts).
- Compliance with Davis Bacon Act as modified by NAHASDA statute (only for construction contracts in excess of \$2,000).

- Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (only for construction contracts in excess of \$2,000).
- Awarding agency requirements regarding reporting, patent right, copyrights, and rights.
- Access by Recipient, Subrecipient, and HUD Comptroller General to records pertaining to the contract.
- Retention of records for 3 years
- Compliance with section 306 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency regulations (only for contracts in excess of \$100,000);
- Certain energy efficiency provisions issued in state Energy Conservation plans issued pursuant to the Energy Policy and Conservation Act (where the state has jurisdiction).

9. 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 files with the remainder of the other files for the project.

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.

OTHER REQUIREMENTS

A. The requirements of the 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. 6101-6107) and implementing regulations at 24 CRF 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 the Executive Order 11246 (Equal Employment Opportunity) and the implementation regulations at 24 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. Requirements 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 CFR 35.801 (1991).
- K. Resource Conservation and Recovery Act of 1976 (RCRA)(PL94-58, 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 Environmental Protection Agency (EPA) (40 CFR 247-254).
- L. Paperwork Reduction Act Statement of 1995 (44 U.S.C. 3501-3520) and assigned OMB circular 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. 450(b) and (24 CFR 1008.48).
- 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 best 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 to this grant.

10. INDEMNIFICATION

The Subrecipient, its assignees, successors, and heirs indemnify and hold harmless the Recipient against any losses, damages, claims, expenses, and liabilities any) arising out of either this Agreement (if any or any use by the Subrecipient or any other party of these subgranted funds or property.

11. KICKBACKS ARE PROHIBITED

The Subrecipient states that it has not, and furthermore agrees that it shall not, give, receive, or in any way participate in any kickback or bribe that involves these subgranted funds or property. The Subrecipient also agrees to comply with the

Copeland Anti-Kickback Act and its federal regulations, as supplemented in Department of Labor regulations, which are currently at 19 CFR Part 3.

12. RECIPIENT MONITORING AND RECORDS

The Recipient and Subrecipient agrees that the Recipient has the responsibility and right, at any time, with or without notice, to inspect projects, activities, or uses assisted by this Agreement. The Subrecipient shall also fully cooperate and assist in this and any other monitoring of the Subrecipient and any Subrecipient and any subrecipient’s funds and property contained in this Agreement when requested by the Recipient.

The Subrecipient shall furthermore provide access to the Recipient, HUD, the Comptroller General of the United States, the Government Accountability Office, and their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to execution of this Agreement and activities for the purposes of making audit, examination, excerpts, and transactions. Pursuant to 24 CFR § 1000.552, the Recipient is required to retain all required records for (3) years after submission of the Annual Performance Report that covers the last expenditure of grant funds under a particular grant to HUD. The Subrecipient shall also retain records for the same three (3) year period.

13. APPLICABLE LAWS AND JURISDICTION

The laws of Alaska shall govern this Agreement. Also, if the Alaska court has jurisdiction, the parties agree that this Court shall be the forum for all legal actions.

14. FURTHER SUBGRANTING PROHIBITED

The Subrecipient may not further subgrant these funds or property without first obtaining written approval from the Recipient. If further subgrating is approved, the Subrecipient must use a written subrecipient agreement that is approved by the Recipient.

15. CONTACT PERSONS

The Recipient and Subrecipient identify the following individuals as their primary contacts regarding this Agreement. Either party may, from time to time, appoint another person as their contact; and when doing so, they shall notify the other party in writing:

Recipient: BSRHA
Organization: Housing Authority
Name: _____
Title: _____
Address: PO Box 995, Nome, AK
Telephone: 907-443-5256
Fax: 907-443-8652
Email: HR@bsrha.org

Subrecipient: _____
Organization: _____
Name: _____
Title: _____
Address: _____
Telephone: _____
Fax: _____
Email: _____

16. TERM OR DURATION OF OBLIGATIONS

The Subrecipient agrees to acquaint itself with and conform to (a) NAHASDA and other federal statutes and regulations identified this Agreement, (b) applicable tribal and state statutes and regulations, and (c) additional Recipient requirements imposed under this Agreement. The term for compliance with the requirements varies; and when there is no expressly stated duration for compliance, the Subrecipient’s compliance shall continue for one (1) full year after the last of the subgrant funds have been expended by the Subrecipient.

17. ASSIGNMENTS PROHIBITION.

This Agreement and the rights and obligations of the Subrecipients may not be assigned by the Subrecipient without written approval from the Recipient.

18. MODIFICATION AMENDMENTS

This agreement may be amended by the Sub-recipient of 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, an 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 funding, the scope of service or schedule or, the activities to be undertaken as part of this agreement, such modification will be incorporated only in written amendment signed by both BSRHA and the Sub-recipient.

19. SUSPENSION 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 24 CFR 85.43 and 24 CFR 85.44.

20. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the recipient and the subrecipient execute this agreement on the dates shown below:

Recipient: <u>BSRHA</u>	Subrecipient: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____