

SUB-CONTRACT**

This sub-contract (Contract) for the _____ Program funded by the _____ is entered into this ____ day of _____, ____ by and between the Any Town Housing Authority, herein called the "ATHA" and the _____, herein called the "PARTNER" who agreed to provide the described services in the _____ Grant (Attachment A) with Grant Number _____ in accordance with the grant requirements.

1. Compliance with Regulations

PARTNER shall comply with all regulations specified in the assurances and certification statements required by the grant (See attached copy of grant).

2. Reports of Services Rendered

PARTNER agrees to provide ATHA reports of services rendered as required by the _____ and the ATHA, acting as fiscal agent.

3. Period of Agreement

This Agreement shall be effective from _____ until _____.

4. Compensation

ATHA will pay PARTNER \$_____ for: [services, equipment, site] _____, _____, and _____. Payment will be made upon presentation of appropriate invoice (s) by PARTNER. If the [funding source] _____ does not fully fund _____, a proportional adjustment will be made to this Agreement.

5. Renewal

This Agreement will be renewable for the period commencing _____ and ending _____, pending allocation of funds for the [fiscal year] _____ year from the [funding source] _____.

6. Confidentiality

The identity of participants who are economically disadvantaged is to remain confidential. PARTNER assumes responsibility for maintaining the confidentiality of individual participant records.

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7. Audit

PARTNER agrees to maintain and preserve, until five years after termination of the Agreement with ATHA and to permit the ATHA or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

8. Contact Persons

The contact person for ATHA shall be:

The contact person for the PARTNER shall be:

9. Termination.

This Agreement may be terminated by either party 30 days after written notice to the Contact Person specified above.

10. Independent Contractor.

It is expressly understood that at all times while rendering the services described herein, and in complying with any terms and conditions of this Agreement, PARTNER is acting as an independent entity and not as an officer, agent, or employee of the Any Town Housing Authority.

11. Compliance with Law

PARTNER shall be subject to and shall comply with all Federal, State, and local laws and regulations applicable with respect to its performance under this contract including but not limited to, licensing, employment and purchasing practices and wages, hours and conditions of employment, including nondiscrimination.

12. Insurance Requirements

During the term of this Agreement, PARTNER agrees to keep in full force and effect such insurance as required by state law, including, but not limited to, workers compensation, general liability insurance, and automobile liability insurance.

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13. Entire Agreement

This Agreement represents the entire Agreement and understanding of the parties hereto and no prior writings, conversations, or representation of any nature shall be deemed to vary the provisions hereof. This agreement may not be amended in any way, except by writing duly executed by all signatories hereto.

14. Indemnification

- (a) The PARTNER shall be responsible for all injuries to persons and for all damages to real or personal property of the AUTHORITY or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder.
- (b) PARTNER shall indemnify and hold harmless the AUTHORITY, the Housing Authority of the City of Any Town, the City of Any Town, and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorney's fees):
 - (1) For damages to real or personal property, or personal injury to any third party resulting from the negligence of PARTNER, its employees or its agents; or
 - (2) For any breach of any obligations, duties or covenants of PARTNER under this Agreement or transactions related to it.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed, such parties acting by their representative being thereunto duly authorized.

PARTNER

ANY TOWN HOUSING AUTHORITY

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Executive Director

Title

Executive Director

Title

Date

Date

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