

CONSULTANT and PROFESSIONAL SERVICES

for

[Name of services]

THIS SUBRECIPIENT AGREEMENT (hereinafter, "CONTRACT") is made and entered into between the Seattle Housing Authority, a public body corporate and politic, hereinafter referred to as "SHA," and **[Name and Address]** hereinafter referred to as the "Agency."

WHEREAS, SHA, partnering with **[Name of Agency]** applied for and received a **[Year, Name of grant]** Grant Agreement – Project No. **[Grant No.]** from the **[Awarding entity, e.g., Department of Housing and Urban Development (HUD)]** to provide the services consistent with Attachment A – Scope of Work, attached to and made a part of this Contract; and

WHEREAS, **[name of partnering agency]** was listed in the **[name of grant application]** as a partner agency that would receive **[type of funding, e.g., HUD]** funding, if SHA received a grant award; and

WHEREAS, the Agency represents that it is qualified, duly authorized and willing to provide the requested services,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached, incorporated and made a part hereof, the parties hereto agree as follows:

SECTION 1 - SCOPE OF WORK: SHA has been awarded a **[Year, Grant Name]** from **[awarding entity named above, e.g., HUD]**, authorized by **[per grant authorization, if any: e.g., title IV of the Stewart B. McKinney Homeless Assistance Act (the McKinney Act) (42 U.S.C. 11381-11389)]**. The **[name of program, e.g., Supportive Housing Program [(SHP)]** is designed to **[description, e.g., promote the development of supportive housing and supportive services, including innovative approaches to assist homeless persons in the transition from homelessness, and to promote the provision of supportive housing to homeless persons to enable them to live as independently as possible]**. The terms and conditions outlined in the **[name of program grant agreement, e.g., Supportive Housing Program]** Grant Agreement with SHA are attached hereto as **[attachment letter and name, e.g., Attachment C – <Name of and> Grant Agreement]** and are hereby incorporated into this Contract between SHA and the Agency. **[Attach the Grant Agreement in sequence at back of Contract.]**

The Agency shall perform such services as required by SHA to complete the work as defined in Attachment A - Scope of Work, attached to and made a part of this Contract, and shall provide all labor, materials, equipment, and services necessary to perform and complete in an acceptable manner the tasks contemplated or otherwise required herein. The Scope of Work shall serve as the progress schedule and be used to measure work performed.

[Adjust the following three paragraphs as needed or required per the grant and CSD requirements. These have generally been what CSD has used:]

If the services rendered do not produce the desired results according to Scope of Work during any single quarter of the Contract period, the Agency shall notify SHA in writing of its failure to provide the services as required under this Contract. The Agency shall then take action to correct this failure. If the Agency fails to produce the desired results in the next two consecutive quarters, this shall be considered to be a material breach of this Contract, and cause for non-payment to the Agency or termination to this Contract, per Section 16 – Termination for Convenience and Default, below *[update this section number reference as needed below]*.

Adjust the following paragraphs according to what the grant requires and how the attachments address them. Italicized language in two paragraphs below give examples on language that might be used:

The Agency shall perform such services as required herein to complete the work as defined in Attachments A - Scope of Work...*[adjust as appropriate for specific contract. Example: Attachment A: Performance Outcomes, Attachment A-1 – Performance Goals & Objectives, and Attachment A-2 – Reporting Requirements]* and shall provide all labor, materials, equipment, and services necessary to perform and complete in an acceptable manner the tasks contemplated or otherwise required herein. The Scope of Work shall serve as the progress schedule and be used to measure work performed.

Specifically, the Agency, shall fulfill the goals, objectives and programming elements outlined in Attachments A *[plus any other attachments that need to be referenced. Example: "...through A-2 – Scope of Work, and Attachment G – Business Plan, Attachment H – Logic Models, and Attachment I – Rating Factor 3 (Soundness of Approach),"]* *[all]* attached to and made a part of this Contract,

SECTION 2 - TIME FOR BEGINNING AND COMPLETION: The Agency shall not begin any work under the terms of this Contract until authorized to do so in writing by SHA. All work under this Contract shall be completed between the date authorized to begin work and the completion date specified in Attachment B – Terms and Conditions, attached to and made a part of this Contract. The established completion time for the tasks and the entire contract period shall not be extended because of any delays attributable to the Agency, but may be extended by SHA in the event of a delay attributable to SHA, or because of unavoidable delay caused by an act of God or governmental actions or other conditions beyond the control of the Agency. Any extension agreed upon by the parties must be in writing, signed by both parties, and incorporated as a Change Order to this Contract.

SECTION 3 – PAYMENTS: The Agency agrees to perform all of the work set forth in Attachment A – Scope of Work for an amount not to exceed the Contract Amount specified in Attachment B – Terms and Conditions hereto. Such compensation shall constitute full and complete payment for work performed and/or services rendered and for all supervision, labor, supplies, materials, equipment or use thereof, and for all other expenses and incidentals necessary to complete all of the work. It is understood that

this is a fixed amount and will not be increased because of any difference between the estimated and actual costs of performing the work required by this Contract.

SHA will compensate the Agency solely for such costs determined to be allowable and allocable and qualify under the Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards (2 CFR §200).

The basis of payments (hourly rate, lump sum, etc.) is also specified in Attachment B. Payments shall be made up to the Contract Amount upon receipt of invoices and *[narrative progress reports, e.g., plus any other applicable docs, such as budget status reports]* prepared by the Agency and submitted to SHA not more often than *[quarterly]* for the duration of the Contract. Payment of any amounts due under the Contract shall not relieve the Agency of the obligation to perform all the work set forth in Attachment A – Scope of Work in a satisfactory manner.

[or, adjust the paragraph below if the grant requires various attachments or reports to be submitted with the invoice. Name the attachment and the grant requirement:]

To secure reimbursement for costs incurred, the Agency shall submit invoices in accordance with *[example: Attachment A-2 Scope of Work - Reporting Requirements, using Attachment C - Invoice – Grant Only, and Attachment D – SHA Portion Only, with accompanying performance reports, Attachment E - Quarterly and Semi-Annual Performance Report and Attachment F – Quarterly Demographic Report, as required under the Standard Quarterly Report Form,]* *[all]* attached to and made a part of this Contract.

Invoices must include the following information: invoice date and number; SHA's Contract number; the Contract title; the period of time for which services are being invoiced; a detailed description of the work performed for which payment is requested; *[if needed, include other required reports to be submitted with invoice, e.g., a detailed narrative progress report (Quarterly Report); Attachment D - Certificate of Continuing Project Compliance Part B/Table 1 (Annually)]* any reports required per Attachment A – Scope of Work; and an itemization of reimbursable expenses. Invoices must be signed by an authorized representative of the Agency, who shall verify that the services purchased have been performed and expenditures made.

Documentation must be attached for reimbursable expenses as follows: backup documentation for any reimbursable expense items being invoiced *[delete if the following phrase doesn't apply: "that total \$250.00 or more,"]* and subconsultant invoices, regardless of the amount. All payments shall be processed by SHA within thirty (30) days after accurate billing and backup documentation are received by SHA. Invoices and applicable attachments shall be emailed to the attention of SHA's Project Manager as specified in Attachment B hereto.

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers, records of service delivery, or other official documentation, evidencing in proper detail the nature and propriety of the Agency costs and consequential charges to SHA. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be

retained for a period of three (3) years after receipt of final payment under this Contract, provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

SECTION 4 – PROHIBITION OF ASSIGNMENT: The Agency shall not assign, subcontract or transfer any services, obligations, or interest in this Contract without prior written consent of SHA authorized in a Change Order. Any such approved assignment or subcontract shall be subject to each provision of this Contract and any procurement procedures required by SHA, the State of Washington, or the United States. In the event of any approved subcontract, SHA shall continue to hold the Agency responsible for proper performance of the Agency's obligations under this Contract.

In the event that the Agency enters into a subcontract for work or services to be provided under this Contract, the Agency shall cause all applicable provisions of this Contract to be inserted in all its subcontracts.

SECTION 5 – SUBSTITUTIONS: The Agency's key personnel identified in Attachment B to this Contract are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the Agency shall notify SHA reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on this Contract. Any proposed substitute must have qualifications equal to or better than the key personnel being replaced. No diversion or substitution of such key personnel shall be made by the Agency without the prior written consent of SHA.

SECTION 6 – DISPUTES: Any disputes or misunderstandings that may arise under this Contract concerning the Agency's performance shall first be resolved through amicable negotiations, if possible, between the Agency's Project Manager and SHA's Project Manager indicated in Attachment B, or if necessary, shall be referred to SHA's Executive Director and the Agency's senior executive(s). If such parties do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to, alternate dispute resolution processes.

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.

SECTION 7 - COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES: In performing the work and providing the services under this Contract, the Agency shall comply with all applicable laws of the United States, the State of Washington; and the City of Seattle; and the applicable rules, regulations, orders and directives of their administrative agencies and officers thereof. Such provisions include, but are not necessarily limited to:

- A. **Anti-lobbying Certification:** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency further agrees to include the language of this certification in the award documents for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

- B. Nondiscrimination/Equality of Opportunity: The Agency shall comply with applicable non-discrimination and equal opportunity provisions of the laws and regulations of the United States, the State of Washington, and the City of Seattle.
- C. Compliance with Federal Section 3 Requirements: Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3 Laws") requires SHA to the greatest extent feasible to provide employment opportunities to Section 3 residents. Section 3 residents include residents of SHA communities and other low-income residents of Seattle.
1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 2. The parties to this Contract agree to comply with the Section 3 Laws. Without limiting the generality of the foregoing, Agency shall comply, and shall require its subcontractors and subconsultants to comply, with Section 3 Laws. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 3. The Agency agrees to include this Section 3 clause in every subcontract, and to otherwise take all necessary steps to ensure compliance with the Section 3 Laws by its subcontractors and subconsultants. The Agency agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this Section 3 clause, upon a finding that the subcontractor or subconsultant is in violation of the Section 3 Laws. The Agency will not

subcontract with any subcontractor or subconsultant where the Agency has notice or knowledge that the subcontractor or subconsultant has been found in violation of the Section 3 Laws.

4. The Agency shall provide certification in form and substance required by SHA at such time as SHA may request, certifying (1) its compliance with the Section 3 Laws, and (2) as to such facts and circumstance pertaining to the Section 3 Laws as SHA may require or request.
5. Noncompliance with the Section 3 Laws may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD-assisted contracts.
6. Each party agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions and intent of this Section or otherwise to ensure performance in compliance with the Section 3 Laws.

- D. Clean Air and Water: On federally-funded contracts in excess of \$150,000, consistent with the provisions of 2 CFR §200.326(g), the Agency shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- E. Energy Efficiency: When applicable, the Agency shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201) for the State in which the work under this Contract is performed.

[If there are any HOPE VI or Choice Neighborhoods Implementation (CNI) funds included in this Contract, leave Sub-section F in. If no HOPE VI or CNI funds, this Sub-section F. must be deleted.]

- F. Certification and Assurances Form: The Agency shall obtain and submit to SHA a completed and signed Certifications and Assurances Form for itself and for each subconsultant utilized on the Contract, attached as <Exhibit B—Non-Profit Subgrantee Certification and Assurances Form> or <Exhibit A—For-Profit Subgrantee Certification and Assurances Form>. Such form shall be submitted to SHA before work is performed by any subconsultant.
- G. Certification and Representations of Offerors Form: The Agency warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to performance under this contract and certifies that the information submitted to SHA on their completed and signed HUD form 5369-C Certifications and Representations of Offerors – Non-Construction Contract.

H. Certification of Eligibility: By entering into this Contract with SHA, the Agency certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the Agency's firm, nor any person or firm which has an interest in any of its subconsultants' firms as applicable, is ineligible to:

1. Be awarded contracts by any agency of the U.S. Government, HUD, or the State in which this Contract work is to be performed; or
2. Participate in HUD programs pursuant to 24 CFR Part 24.

NOTE: For purposes of this Paragraph, the term "Person" is synonymous with the term "Principal" as defined in 2 CFR 180 and means:

- 1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- 2) An Agency or other person, whether or not employed by the participant or paid with Federal funds, who
 - a) Is in a position to handle Federal funds;
 - b) Is in a position to influence or control the use of those funds; or,
 - c) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

For compliance with the Certification of Eligibility provision, the Agency agrees to conduct Suspension and Debarment checks on each subconsultant and on those persons/principals described above.

The websites to verify eligibility are: [SAM.gov | Search](https://sam.gov) and [Limited Denials of Participation | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](https://www.hud.gov).

Upon request, SHA will provide the Agency with forms necessary to conduct these reviews.

This certification of eligibility is a material representation of fact upon which reliance was placed when SHA awarded the Contract. In the event a Change Order is issued renewing the Contract, by submitting a proposal for the change order, the Agency certifies as to continued eligibility consistent with this section. SHA reserves the right to request evidence demonstrating compliance with this section, such as, evidence of subconsultant eligibility. If it is later determined that the Agency knowingly provided an erroneous certification, the Contract may be terminated, and the Agency may be debarred or suspended from participation in HUD programs and other Federal contract programs. SHA advises the Agency to become familiar with the federal regulations, 2 CFR 180, and to conduct such eligibility checks prior to the initial contract award, prior to a contract renewal or, if there is no formal contract renewal, at least annually for contracts lasting more than one year in duration. The Agency will submit a signed certification of compliance with this section for itself and for any subconsultants as sub-

consultant agreements are issued and will submit an annual certification of compliance for Contracts extending beyond one year in duration.

An erroneous certification from a subconsultant or any person having an interest in a subconsultant may result in SHA requiring the removal of the subconsultant from the project. SHA shall not be liable for any costs associated with the removal or replacement of the firm/person from the project as a result of having knowingly provided an erroneous certification.

- I. Washington Public Records Act: Agency acknowledges and agrees that SHA is a public agency under Washington State law (Chapter 35.82 RCW) and is subject to the requirements of the Washington Public Records Act (PRA), Chapter 42.56 RCW. Agency also acknowledges and agrees that documents prepared, owned, used or retained in connection with this Contract or work performed on behalf of SHA pursuant to this Contract may be subject to public disclosure if requested. Agency agrees to fully cooperate with SHA in making required disclosures in a lawful and timely manner. Agency further acknowledges and agrees that if Agency fails to fully cooperate and produce records requested, or if Agency asserts an objection, privilege, or exemption that delays the timely disclosure of requested records, Agency will fully indemnify and defend SHA for any penalties, fees, or costs related to such failure or delay, including but not limited to reasonable attorney fees claimed by a requester.
- J. SHA Rules, Regulations and Policies: The Agency shall comply with the rules, regulations, and policies that SHA may from time to time enact and/or modify with respect to work to be performed under this Contract. Any such rules, regulations and policies shall be binding upon the Agency upon delivery of a copy of them to the Agency. SHA shall not be responsible to the Agency for nonperformance of any such rules, regulations or policies by any other vendors, contractors, consultants or other third parties.

SECTION 8 - EXTRA WORK: SHA may desire to have the Agency render services in connection to this project in addition to the items specified in Attachment A - Scope of Work. Such services shall be considered to be extra work and will be specified in a Change Order to this Contract, which shall set forth the nature and scope of the additional work as well as the level, maximum amount and methods of compensation to the Agency for the additional work to be performed. Such additional services shall not be initiated until a Change Order authorizing such work is executed.

In the event that SHA may desire to have the Agency render additional services, the Agency shall provide supporting cost information in sufficient detail to permit SHA to perform the required cost or price analysis prior to the issuance of a Change Order for such services.

[Work with Risk Management to obtain insurance requirements for the Scope of Work for this Contract. Per Risk Management's stipulation of required coverages, delete the coverages below that are not needed.]

SECTION 9 – INSURANCE:

Within seven (7) days from the date of the Notice of Award, and prior to commencement of the Work, the Agency shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to SHA that such insurance has been procured. Review of the Agency's insurance by Owner shall not relieve or decrease the liability of Agency.

Failure of the Agency to fully comply with the insurance requirements of this Contract will be considered a material breach of contract and, at the option of SHA, will be cause for such action as may be available to SHA under other provisions of this Contract or otherwise in law, including immediate termination of the Contract.

A. General Insurance Requirements:

1. Prior to undertaking any work under this Contract, the Agency shall procure and maintain continuously for the duration of this Contract, at no expense to SHA, insurance coverage as specified below, in connection with the performance of the work of this Contract by the Agency, its agents, representatives, employees and/or subcontractors (the term subcontractors as used in this Contract shall include subconsultants). Review of the Agency's insurance by SHA shall not relieve or decrease the liability of Agency.
2. The Agency's insurance shall be primary as respects SHA, and any other insurance maintained by SHA shall be excess and not contributing insurance with the Agency's insurance.
3. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the Agency's Commercial General Liability and Commercial Automobile Liability insurance coverage shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.
4. Insurance policies, deductibles, self-insured retentions, and insurance carriers will be subject to review and approval by SHA. Except for Professional Liability Insurance coverage, if applicable, each insurer must either be 1) authorized to do business in the State of Washington and maintain A.M. Best's ratings of "A VII" or higher, or 2) procured as surplus lines under the provisions of RCW Chapter 48.15 ("Unauthorized Insurers"), except as may be otherwise approved by the SHA. Insurers or reinsurers of Professional Liability (Errors and Omissions) Insurance must have a rating of "B+VII" or higher.

- B. Insurance Coverage and Terms: The following are the types and amounts of insurance coverage that must be maintained by the Agency during the term of this Contract. The Agency must provide acceptable evidence of such coverage prior to beginning work under this Contract. Agency shall maintain the following insurance coverage for the duration of the contract and for one (1) year after final completion.

1. Commercial General Liability Insurance. Commercial General Liability (CGL) insurance including bodily injury, property damage, and products/completed operations, written on an occurrence form, with the following minimum coverage:

\$1,000,000 each occurrence, and
\$2,000,000 aggregate

Coverage shall extend to cover the use of all equipment on the site or sites of the work of this Contract. In the event that the services to be provided under this Contract involve the Agency's contact with minor children, and/or elderly, disabled or vulnerable adults as defined in RCW 74.34.020, the Agency shall provide evidence that sexual misconduct coverage has not been excluded from the policy and is covered under the policy. Acceptable evidence of sexual misconduct coverage must include an endorsement and policy excerpt(s) and is subject to approval by SHA's Risk Manager.

2. Employers Liability or Washington Stop Gap Liability. A policy of Employers Liability or a Washington Stop Gap Liability insurance endorsement with the following minimum coverage:

\$1,000,000 each accident/disease

3. Commercial Automobile Liability Insurance. A policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent, with the following minimum coverage:

\$1,000,000 combined single limit (CSL) coverage

4. Workers Compensation. A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Washington, the Agency shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If the Agency is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the Agency shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.

[If Pollution Liability is applicable to the contract, leave the following paragraph in. If not, delete the following paragraph.]

5. Contractor's Pollution Liability (CPL)—When project Scope of Work includes any of the items below, the Agency will provide a Contractor's Pollution Liability policy against claims for bodily injury, property damage and cleanup costs/environmental damages arising from pollution conditions caused in the performance of covered operations when:

- a. The Work involves remediation, abatement, repair, maintenance or other work with asbestos containing materials, lead-containing products (paint, coatings, components), mercury, underground storage tanks, and/or other hazardous materials. A CPL policy specifically covering these exposures shall be required from the Agency and the subconsultant performing such work.
- b. The Work involves the transporting hazardous materials or waste, a separate policy or endorsement to the CPL policy specifically providing coverage for liability and cleanup, arising from an upset or collision during transportation of hazardous materials is required from the Agency or subconsultant performing such work.

\$1,000,000 each Claim

6. Professional Liability Insurance: A policy of Errors and Omissions Liability Insurance appropriate to the Agency's profession. Coverage should be for a professional error, act, or omission arising out of the Scope of Work shown in the Contract, with the following minimum coverage:

\$1,000,000 each Claim

If the Professional Liability Insurance policy is written on a claims-made form, the Agency warrants continuation of coverage, either through policy renewals or the purchase of an extended reporting period ("tail") for a minimum of three (3) years from the date of completion of the work authorized by the Contract. In the event that the Agency is authorized to engage subconsultants, each subconsultant shall provide evidence of separate professional liability coverage equal to the levels specified above, unless such requirement is waived in writing by SHA.

7. Information Privacy and Security Liability Insurance: A policy of Cyber Liability, or Information Security and Privacy, insurance, including both first- and third-party coverage, and covering claims involving privacy violations, information theft, damage to or destruction of electronic information, extortion and network security with minimum limits of \$1,000,000 on each occurrence.

Coverage may be provided by either a stand-alone policy or included within the Professional Liability policy.

8. Commercial Crime Insurance/Employee Theft Insurance. When applicable, a policy of Commercial Crime Insurance/Employee Theft Insurance including third party coverage in favor of SHA with the following minimum coverage:

\$1,000,000 per claim / aggregate

- C. SHA As Additional Insured: All liability policies except Professional Liability and Workers Compensation shall be endorsed to include SHA as additional insured on a primary and non-contributory basis for Work performed in accordance with the Contract documents, and all insurance certificates shall evidence the SHA as additional insured.
- D. Waiver of Subrogation: Agency's policy shall provide waiver of subrogation by endorsement or otherwise.
- E. Deductibles or Self-Insured Retention: Any deductibles or self-insured retentions \$25,000 or higher must be declared to, and approved by the SHA. The deductible and/or self-insured retention of the policies shall not limit or apply to the Agency's liability to the SHA. Payment of deductibles shall be the responsibility of the Agency.
- F. No Limitation of Liability: The limits of liability specified herein are minimum limits only. Such minimum limits of liability requirements shall not be construed to limit the liability of the Agency or of any of their respective insurers. The Agency shall include the SHA as an additional insured for primary and non-contributory limits of liability for the full valid and collectible limits of liability maintained by the Agency whether such limits are primary, excess, contingent or otherwise. This provision shall apply regardless of whether limits maintained by the Agency are greater than the minimum limits required by this Contract, and regardless of whether the certification of insurance by the Agency specifies lower minimum limits than those specified for or maintained by the Agency.
- G. Proof of Insurance and Insurance Expiration:
1. The Agency shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.
 2. The SHA must be included as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability and Automobile Liability policies of the Agency. As respects the CGL insurance such additional insured status shall be evidenced by an ISO endorsement form CG2010 or equivalent.
 3. As respects CGL insurance such Additional Insured status shall contain a "separation of insureds" provision.
 4. The Agency shall include all subconsultants at any tier as insureds under its policies (except for Professional Liability insurance) and ensure that the Agency's coverage of subconsultants under the Agency's policies is not excluded by any policy provision or endorsement. Alternatively, the Agency shall:

- a.) Obtain from each subconsultant not insured under the Agency's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and
 - b.) Maintain such evidence on file for a period of one (1) year after the completion of this Contract and, upon request, submit such evidence to SHA for examination.
5. The Agency's insurance shall not be reduced or canceled without forty-five (45) days prior written notice to SHA, except for cancellation for nonpayment of premium, which notice shall not be less than ten (10) days prior to such date, unless a longer period of written notice is required under the provisions of Revised Code of Washington (RCW 48.18.290). The Agency shall not permit any required insurance coverage to expire during the term of this Contract.
6. SHA reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.

[Insert the following section if there is any chance or requirement that the selected firm would have any direct or incidental contact with SHA residents, or any minor, or will have entry into SHA buildings.]

- H. Criminal Background Investigation: The Agency shall conduct a criminal background investigation of all employees, volunteers, subcontractors and subconsultants performing any work who may reasonably be expected to have direct or incidental contact with SHA residents, SHA staff members, or vulnerable population. In addition, a criminal background investigation shall be performed for any person performing work under this Contract who is given use of an SHA building-access card or who collects payments of any kind. The criminal background investigation shall include, but not necessarily be limited to, a Washington State Patrol background report or if the employee, volunteer, subcontractor or subconsultant resides in a state other than Washington, the background report should be obtained from the state patrol office where the employee, subcontractor or subconsultant has resided for the last 3 years. In the event a background check provides evidence of a felony conviction that information shall be provided to the SHA Project Manager. If any person performing work under this Contract is charged with a felony, the Agency agrees to remove that person from performing any further work on the project unless and until SHA agrees in writing to allow the person to continue.

SECTION 10 – INDEMNIFICATION: The Agency shall defend, indemnify, and hold Seattle Housing Authority harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- A. the sole negligence or willful misconduct of Agency, its officers, employees, agents or subcontractors/subconsultants;

- B. the concurrent negligence of Agency, its officers, employees, agents or subcontractors/subconsultants but only to the extent of the negligence of Agency, its officers, employees, agents or subcontractors/subconsultants;
- C. the negligent performance or non-performance of the contract by the Agency; or
- D. the use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret.

The Agency waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend and hold harmless Seattle Housing Authority and its officials, agents or employees.

The indemnities set forth in this section shall not be limited by the insurance requirements set forth in the Agency's Liability and Coverage Limits section, Section 9 – Insurance.

SECTION 11 - NOTICE REQUIREMENTS: Any and all notices required under this Contract (each, a "Notice") shall be in writing to the addresses specified in Attachment B to this Contract or to such subsequent respective addresses as either party may hereafter designate in writing and shall be deemed delivered as follows:

- A. Three (3) Business Days after being posted by certified or registered mail to the other party's contact person;
- B. One (1) Business Day after being sent by recognized national overnight courier service to the other party's contact person;
- C. On the same Day when delivered in person to the other party's contact person;
- D. On the same Day when sent by email to the contact person at the designated email address of the party with confirmed receipt, provided the email is sent on a Business Day and prior to 3:00 pm on that Business Day, and otherwise, the Notice shall be deemed delivered one (1) Business Day after being sent by e-mail with confirmed receipt; or
- E. On the same Day when sent by facsimile to the contact person at the designated facsimile number of the party with confirmed receipt, provided the facsimile is sent on a Business Day and prior to 3:00 pm on that Business Day, and otherwise, the Notice shall be deemed delivered one (1) Business Day after being sent by facsimile with confirmed receipt.

SECTION 12 - PROJECT MANAGEMENT: This project shall be managed for SHA by the person specified in Attachment B to this Contract, who shall either directly or indirectly through such others as are designated in writing by the Project Manager provide direction to the Agency in performing the work of this Contract.

[Do not add or delete any sections/provisions above this point due to the impact on Attachment B, which references several sections from 2 through 12.]

SECTION 13 - STATUS OF AGENCY AND EMPLOYEES:

- A. Non-Representation: Neither the Agency, the Subcontractor, employees, agents, or volunteers of the Agency or Subcontractor, shall be deemed or represent themselves as employees of SHA or the grantor funding this project on account of the services performed in connection with this Contract.
- B. Involvement of Former SHA Employees: The Agency agrees to inform SHA of any former SHA employee who terminated SHA employment in the last twelve (12) months prior to execution of any project specific contract, and who will be working on or subcontracting for any of the work. The Agency further agrees that no work will be done by a former SHA employee who terminated SHA employment in the last twelve (12) months prior to execution of any project specific contract, and who, in the course of official SHA duties, was involved in, participated in or acted on any matter related to this Contract.
- C. No Conflict of Interest: The Agency confirms that the Agency does not have a business interest or a close family relationship with any SHA employee who was, is, or will be involved in the Agency selection, negotiation, drafting, signing, administration, or evaluating the Agency's performance. As used in this section, the term "Agency" shall include any employee of the Agency who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Contract. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of an SHA employee described above.

The Agency hereby acknowledges the requirements of RCW 42.23.030, which prohibits anyone in the Agency's organization, who has an official relationship with SHA, to receive compensation in excess of \$1,500 per month from this Contract.

SECTION 14 – RECORD AND FISCAL CONTROL SYSTEM. The Agency shall maintain its financial records and fiscal control systems in a manner which meets the approval of SHA, the Washington State Auditor, and the United States Government. The Agency shall maintain an effective system of internal control to insure that funds are used solely for authorized purposes, including when requested by SHA, fidelity bonding of personnel with fiscal responsibilities. All funds relating to the project shall be deposited in an account with a commercial bank and all disbursement made by check or other document drawn on the account.

[If the following pertains to this work, keep the Criminal Background Investigation language below (generally it does for CSD contracts)]

SECTION 15 - TERMINATION FOR CONVENIENCE AND DEFAULT:

- A. SHA may terminate this Contract in whole, or from time to time in part, for SHA's convenience or the failure of the Agency to fulfill the contract obligations (default). SHA shall terminate by delivering to the Agency a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Agency shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to SHA all information, reports, papers, and other materials accumulated or generated in performing this Contract, whether completed or in process.
- B. If the termination is for the convenience of SHA, SHA shall be liable only for payment for services rendered before the effective date of the termination.
- C. If the termination is due to the failure of the Agency to fulfill its obligations under the Contract (default), SHA may (1) require the Agency to deliver to it, in the manner and to the extent directed by SHA, any work as described in subparagraph A(2) above, and compensation be determined in accordance with the Extra Work section of this Contract; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Agency shall be liable for any additional cost incurred by SHA; and (3) withhold any payments to the Agency, for the purpose of set-off or partial payments, as the case may be, of amounts owed SHA by the Agency.
- D. If, after termination for failure to fulfill contract obligations (default), it is determined that the Agency had not failed, the termination shall be deemed to have been effected for the convenience of SHA, and the Agency shall be entitled to payment as described in paragraph B above.
- E. Any disputes with regard to this section are expressly made subject to the terms of the Disputes section of this Contract.

SECTION 16 – OWNERSHIP: All records, reports, documents and other materials produced in connection with or provided to SHA under the terms of this Contract shall become the exclusive property of SHA, and shall not be reproduced by or used by the Agency without the express written consent of SHA.

SECTION 17 – OWNERSHIP OF PROPERTY: Property acquired with funds received from SHA which cost in excess of One Thousand Dollars (\$1,000) or more per item and which has a useful life of one year or more shall become the property of SHA and shall be considered to be only on loan to the Agency.

The Agency shall use such property only for purposes authorized in this Contract, exercise reasonable care for its maintenance, and be responsible for any loss, damage or disappearance. The Agency shall clearly identify the property as belonging to SHA, and furnish titles, license agreements or such other documents as may pertain to the acquisition of said property to SHA.

Upon expiration or earlier termination of this Contract, all such property and all finished or unfinished documents and materials prepared by the Agency with Contract funds

conveyed through this Contract shall, at the option of SHA, be considered the property of SHA and forwarded to SHA at its request.

SECTION 18 – ROYALTIES AND PATENTS: The Agency shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save SHA harmless from loss on account thereof; except that SHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Agency has no reason to believe that the specified design, process, or product is an infringement. If, however, the Agency has reason to believe that any design, process or product specified is an infringement of a patent, the Agency shall promptly notify the Project Manager. Failure to give such notice shall make the Agency responsible for resultant loss.

SECTION 19 – AUDITS AND RECORDS RETENTION:

- A. SHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this Contract, have access to and the right to examine any of the Agency's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
- B. The Agency agrees to include in first-tier subcontracts under this contract a clause substantially the same as in paragraph "A" above.
- C. The periods of access and examination in paragraphs A and B above for records relating to litigation or settlement of claims arising from the performance of this Contract, or costs and expenses of this Contract to which SHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such litigation, claims, or exceptions.

[The following "Access to Records: Audits" language MUST be in all SR Agreements:]

- D. Access to Records: Audits. At any time during normal business hours, and as often as SHA or HUD may deem necessary, there shall be made available, to SHA or HUD for examination, all records with respect to all matters covered by this agreement, and the Agency will permit SHA or HUD to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this agreement.

Non-profit agencies and public entities receiving a cumulative total from all providers of \$500,000 or more in Federal direct or indirect funds, shall comply with the provisions of the Single Audit Act of 1996 as identified in the Federal Office of Management Budget Circular A-133. To this end, the Agency shall have an audit of its operations conducted, and submit a copy of the audit to SHA within nine (9) months of the Agency's fiscal year end.

For those agencies receiving less than \$500,000 in Federal direct or indirect funds, SHA reserves the right to require limited scope audits.

[Delete the following provision if not applicable to this grant agreement Alternate paragraph is included below if it is more appropriate. Delete whichever paragraph is not used.]

SECTION 20 – IDENTIFICATION OF SERVICES: The Agency shall identify all services performed by the Agency pursuant to this Agreement as services purchased by <SHA or HUD or other entity, whatever grant requires>; and advise the public that the services purchased are part of and in furtherance of an < SHA or HUD or other entity, whatever grant requires> project or activity. This includes the Agency's providing public acknowledgment of financial support by <the Seattle Housing Authority, or HUD or other entity, whatever grant requires> including, but not limited to: 1) appropriate signage at every service delivery site; 2) oral acknowledgment at the end of or during performances or activities; and 3) written acknowledgment in brochures, flyers, pamphlets, documents, reports, press releases, or other distributed materials.

[Depending on the Grant requirements, the below paragraph may be adjusted/used instead: If this is used, delete the above paragraph. If the paragraph below is not used, then delete.]

SECTION 20 – IDENTIFICATION OF SERVICES: The Agency shall identify all services performed by the Agency pursuant to this Agreement as services purchased by HUD; and advise the public that the services purchased are part of and in furtherance of a HUD project or activity. This includes the Agency's providing public acknowledgment of financial support by HUD in accordance with grant agreement requirements.

SECTION 21 - RENEWALS AND EXTENSIONS: The parties may mutually agree to extend the Contract. Upon the completion of the extended date of this Contract, this Contract will expire unless the parties execute a Change Order extending the term of the Contract.

SECTION 22 - COMPLETE CONTRACT: This Contract (including Attachments to the Contract) together with the [Name of] Grant Agreement, [e.g., 2006 Supportive Housing Program]) Grant Agreement with [e.g., the United States Department of Housing and Urban Development (HUD, No. <Include grant number here>] (including any attachments to the Grant Agreement), attached hereto as Attachment [X name of attachment(s)] contain all covenants, stipulations and provisions agreed upon by the parties. In the event of inconsistencies in language between these documents, the order of precedence shall first be the Grant Agreement (including attachments [and/or exhibits] to the Grant Agreement) and then the Contract (including Attachments to the Contract). No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a Change Order to this Contract.

SECTION 23 - EXECUTION AND ACCEPTANCE: This Contract may be simultaneously executed in several counterparts, each of which shall be deemed to be an original

having identical legal effect. The Agency does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by having their representatives affix their signatures below.

Agency Name
Address

Seattle Housing Authority
101 Elliott Ave W
P.O. Box 79015
Seattle, WA 98119

By: _____
Signature Date
Name and Title of Signatory

By: _____
Signature Date
Name and Title of Signatory

Attachments:

- A. Scope of Work
- B. Terms and Conditions
- C. Program Budget
- D. Invoice *[CSD generally wants and can provide an invoice form to include]*
- E. Monthly Activity Report
- F. Quarterly Demographic Report
- G. Grant Agreement name and number (e.g., FY2010 and FY2011 Choice Neighborhoods Implementation Grant Agreement – [Grant No. WAOA001CNI110] from the Department of Housing and Urban Development (HUD))
- H. Certifications and Assurance Form
For HOPE VI and CNI grants include the following: Use whichever form is appropriate> Certifications and Assurances Form: < Exhibit A --For Profit Subgrantees or Exhibit B --Non-Profit Subgrantees>
- I. Vendor Fact Sheet
- J. Section 3 Business Certification and Section 3 Resident Employment Plan
- K. Suspension and Debarment Compliance Certificate for Consultant
- L. Suspension and Debarment Compliance for SubConsultants (if applicable)
- M. HUD 5369 C: Certifications and Representations of Offerors
- N. Certification of Eligibility Form

Attachment A
(SR Contract No. XXXX)
SCOPE OF WORK

The Agency shall perform, but not be limited to, the Scope of Work [*and other categories if short enough to include in this attachment, e.g., Program Outcomes and Reporting Requirements. If categories such as these are added, add the following: "... and fulfill the [Program Outcomes] and [Reporting Requirements]]* described below:

Attachment B
(SR Contract No. XXXX)
TERMS AND CONDITIONS

Note: May need to adjust Section references in various places below, depending on numbering of provisions in above contract:

Project Completion Date: [Month, Date, Year] <i>[Adjust the following example as needed per grant requirements. May also need to adjust Section 19 – Renewals and Extensions above.]</i> At SHA's option, the Contract may be annually renewed for as long as the Department of Housing and Urban Development (HUD) continues to fund the program.	Contract Amount: Contract Amount: Not to exceed \$ _____
Basis of Payment (hourly rate, lump sum, etc.): <i>[Adjust the following example as needed per grant requirements]</i> Invoices will be paid on a quarterly basis upon submission and approval of properly prepared invoices and required reports as specified in Attachment A – Scope of Work and per Section 3 of the Contract above.	
Subcontractors or Subconsultants Authorized:	
Name of Agency's Key Personnel Essential to the Work:	
Name and Address of SHA's Project Manager:	
Agency's Name and Address for Delivery of Notices [Agency Name] Attn.: _____ [Address]	SHA's Name and Address for Delivery of Notices Seattle Housing Authority Attn.: _____ P.O. Box 79015

	Seattle, WA 98119
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[NOTE: Attach Grant Agreement to the hard copy version of this and delete this Note.]

Attachment *<add appropriate letter of Grant Agreement attachment >*
(SR Contract No.< >)
Grant Agreement

This page is just a place holder reminder to add and label the
hard copy Grant Agreement.

Be sure to include all other attachments included below the sig. block for this Contract.