SAMPLE CONTRACT **U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

OMB Approval No. 2577-0229
Expiration Date: 06/30/2018

ADMINISTRATIVE PARTNERSHIP AGREEMENT

OFFICE OF PUBLIC AND INDIAN HOUSING

Instructions for completing this form*: This form is provided to applicants as a sample to use for formalizing agreements with the organization that will serve as the applicant's Contract Administrator. Troubled PHAs and resident associations must submit a Contract Administrator Partnership agreement with their application and the agreement must be for the full term of the grant. Applicants may elect to use this form, a modification thereof, or their own form provided that the same information is contained therein.*

Grant to which you are applying

I. General Terms

This partnership agreement is made and entered into by and between the **applicant**, _____ (name of applicant's organization) and _____(name of Contract Administrator's organization) the **Contract Administrator (CA)**, (e.g., the local public housing authority (PHA) or other non-profit organization), hereinafter referred to as "CA".

WHEREAS, the applicant is submitting the proposal for a Resident Opportunity and Self-Sufficiency (ROSS) or Neighborhood Networks (NN).

WHEREAS, the applicant agrees to comply with all terms and conditions expressed in HUD's NOFA, applicable provisions of 24 CFR 964 or 24 CFR 984 (for FSS applicants), provisions of the grant agreement entered into with HUD, and provisions contained in this Partnership Agreement.

WHEREAS, the CA supports the applicant's ROSS/NN application and agrees to provide technical assistance to the applicant in accordance with HUD's NOFA, HUD regulations and provisions contained in this agreement.

WHEREAS, pursuant to the commitment made by the CA, this agreement is executed outlining the type, scope and extent of services that the CA will provide to the applicant if the grant is funded. If HUD does not fund the grant, this agreement shall be null and void.

II. Roles and Responsibilities

A. Grant Oversight

Under the direction of the applicant, the CA agrees to oversee the administration of the ROSS or NN grant. This includes financial management, procurement, completing the semi-annual reports, and ensuring that all grant activities are completed successfully within the grant period. In meeting these commitments, the CA agrees to abide by the provisions of 24 CFR Parts 964/984, 45, 84, and 85 and the following OMB Circulars as applicable:

- A-87 “Cost Principles for State, Local, and Indian Tribal Governments”;
- A-122 “Cost Principles for Nonprofit Organizations”;
- A-110 “Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations”; and
- A-133 “Audits of States, Local Governments, and Non-Profit Organizations”.

B. Grant Coordination

The CA and the applicant will meet weekly to discuss progress, problems incurred, strategies to overcome them, specific areas of responsibility, future activities, and any other issues as necessary.

C. Financial Responsibility

The applicant retains ultimate responsibility for all grant activites, including drawing down funds from HUD, grant expenditures, and reporting to HUD.

D. Performance Measurement

The CA will work with the applicant to ensure that results agreed to by the applicant and HUD are achieved. All semi-annual financial and performance reports prepared by the CA must be reviewed and approved by the applicant prior to submission to HUD.

E. Coordinating and Building Partnerships

The CA agrees to coordinate the provision of assistance from grant partners. The CA also agrees to work with the applicant in pursuing additional partnerships/assistance from community organizations, government, and other organizations whose services would benefit residents and the overall grant program. Following are suggested resources:

- Area enrichment programs
- Local Banks
- Chamber of Commerce
- Community Development Agencies
- Private Industry Council
- Local/State Health & Human Services Agencies
- Local Higher Education and Continuing Education Facilities
- Local Independent School Districts
- Social Service Organizations

F. Program Assessment and Reporting

The CA agrees to conduct or otherwise assist the applicant in assessing grant activities based on 1) the performance measures in the applicant's grant proposal submitted to HUD and 2) any revisions to the assessment methodology made by the local HUD field office. For Public Housing FSS applicants, the CA will ensure that the PHA meets its PIC reporting requirements by reporting on the enrollment, progress, and exit of individual families using the HUD-50058 addendum. The CA will ensure that reports to HUD are made as required. All semi-annual financial and performance reports prepared by the CA must be reviewed and approved by the applicant prior to submission to HUD.

III. Contract Period

This contract is based on a period of time beginning _____ and ending _____ .
(NOTE: CAs must be retained for the full term of the grant.)

IV. Termination

Each party may terminate this agreement provided 60 calendar days of written notice is given to the local HUD field office and the other party to this agreement. Applicants may terminate this agreement based on non-compliance or non-cooperation by the CA. Termination may only occur when all channels of resolution have been exhausted, including mediation between the two parties. If all avenues for resolution have been exhausted, termination by the applicant will require a two-thirds majority vote of the applicant's Board of Directors/Resident Council.

WITNESS OUR HANDS EFFECTIVE

Applicant Organization	Contract Administrator
Applicant Executive Director/ Other Authorized Representative	Executive Director
Date	Date