

# PROGRAM PARTICIPATION SUBCONTRACT AGREEMENT

2020 - 2021 Emergency Solutions Grant (ESG)

Agreement Dates

Grantee:  
Address:

Subgrantee:  
Address:

EIN:

This Agreement is made and entered into on the date first written by and between Grantee and Subgrantee for the express purpose of Subgrantee's assistance to Grantee for the facilitation of funding provided to the Emergency Solutions Grants ("ESG") program through the Coronavirus Aid, Relief and Economic Security Act (Pub. L. NO. 116-136) as signed into law on March 27, 2020 (hereinafter referred to as "CARES").

**WITNESSETH THAT:**

**WHEREAS**, Grantee applied for ESG CARE funds to administer ESG programs and warranted that the activities proposed in its application are eligible for funding, and

**WHEREAS**, Georgia Housing and Finance Authority ("Grantor"), whose programs are administered by the Georgia Department of Community Affairs ("DCA"), and Grantee established their respective rights, duties and responsibilities regarding administration of the programs through the Program Participation Agreement dated \_\_\_\_\_, 2020 ("PPA") and attached as **Exhibit A** to this Agreement, and

**WHEREAS**, Grantee was granted the right to enter into subcontract agreements for services covered under the PPA with third party agencies and organizations who provide comparable services to perform Grantee's obligations under the PPA, and

**WHEREAS**, Subgrantee is an agency or organization that can provide comparable services and is willing to assist Grantee in the completion of Grantee's obligations under the PPA; and

**WHEREAS**, Grantee and Subgrantee desire to enter into a subcontract agreement establishing their respective rights, duties and responsibilities regarding the performance of these obligations.

**NOW THEREFORE**, in consideration of the promises herein contained, the parties agree as follows:

1. Subgrantee will assist Grantee in administering its programs and expend available funds in accordance with the terms and conditions of the PPA attached hereto and incorporated by reference herein, as may be amended from time to time;
2. Subgrantee certifies that it has the legal authority to receive, contract for and administer these funds through authorization of the resolution attached as **Exhibit B** of this Agreement;
3. Subgrantee agrees to follow the HMIS data entry and reporting requirements outlined in **Exhibit D** of the PPA;
4. Subgrantee agrees to serve only eligible persons described in 24 CFR 576 and outlined in **Exhibit E** of the PPA and to retain documentation of the same, as specified and in formats prescribed by DCA;
5. Subgrantee agrees that all restrictions, obligations and responsibilities of the Grantee as set out in the PPA apply to Subgrantee;
6. Subgrantee agrees to abide by all restrictions, obligations and responsibilities of the Grantee as set out in the PPA;
7. Subgrantee acknowledges and agrees that the Grantor has the right to request the removal of Subgrantee as a subcontractor for good cause;
8. Subgrantee will submit all reimbursement requests to Grantee within 45 days of the expense;
9. Grantee will monitor the Subgrantee's participation in the program to ensure compliance with this Agreement and all pertinent program regulations, particularly those promulgated by HUD at 24 CFR Part 576 for ESG programs, which may be amended from time to time;
10. Subgrantee agrees that monitoring activities shall include, but not be limited to, site visits to the Subgrantee or desk audits of information supplied by the Subgrantee;
11. Subgrantee acknowledges that monitoring site visits will require full access by Grantee staff or representatives to all locations operated by the Subgrantee;
12. All notices, requests, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

To Grantee:

To Subgrantee:

13. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect for one year;

14. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide at least 30 days' notice to the other Party;
15. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages;
16. This agreement may be terminated at any time by mutual agreement of the Parties;
17. Except as otherwise provided in this Agreement, the obligations of the Subgrantee will end upon the termination of this Agreement;
18. Upon the expiration or termination of this Agreement, the Subgrantee will return to the Grantee any property, documentation, records, or Confidential Information which is the property of the Grantee, the Grantor or DCA;
19. The Subgrantee will be acting as an independent contractor and not as an agent of Grantee, Grantor or DCA. The Subgrantee shall be solely responsible for procuring and providing all personnel, facilities and services necessary to perform all obligations under this Agreement;
20. The Subgrantee hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless, the Grantee, Grantor and DCA, their officers, agents and employees from any and all claims, demands, losses, costs or expenses for any loss (through theft or otherwise) or damage caused by, growing out of, or happening in connection with, the performance of this Agreement or the operation of the project for which Program funds have been awarded hereunder;
21. The Subgrantee hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless, the Grantee, Grantor, DCA, their officers, agents and employees, from any and all claims, demands, losses, costs or expenses for any injury to persons, including deaths caused by, growing out of or happening in connection with the performance of this Agreement: (a) suffered by any person admitted to the project for which program funds have been awarded upon the express or implied solicitation, invitation, or permission of the Subgrantee and (b) suffered by any person as a result of the act or omission of the Subgrantee;
22. The Subgrantee will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement;
23. This Agreement is to be interpreted and construed according to the laws of the State of Georgia;
24. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement;
25. Neither failure nor delay on the part of Grantee or the Subgrantee to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, privilege hereunder preclude any other or further exercise thereof of any right, power or privilege;
26. This Agreement constitutes the entire Agreement among and between the parties; and
27. Grantor reserves the right and Grantee and Subgrantee grants the authority to Grantor to modify the PPA and or this Agreement at any time through the issuance of a written notice advising the Grantee and Subgrantee of any or all changes.

**IN WITNESS WHEREOF, the parties have executed this document to be effective as of the date referenced herein above.**

SUBGRANTEE	GRANTEE
_____	_____
<b>Signature</b>	<b>Signature</b>
_____	_____
<b>Name/Title</b>	<b>Name/Title</b>
_____	_____
<b>Date</b>	<b>Date</b>