

Optional Partnership Agreement Template

Grantees are not required to use this template. If an applicant chooses not to use this template, it will have no bearing on the applicant's ability to receive funding or an award. However, a binding partner agreement must be executed before the use of any Pathways to Removing Obstacles to Affordable Housing (PRO Housing) funding, if awarded.

BETWEEN [Applicant]

AND

[Partner]

FOR

Pathways to Removing Obstacles to Affordable Housing Grant (PRO Housing)

THIS AGREEMENT, entered this ____ day of _____, 20____ by and between the _____ (herein called the "Applicant") and _____ (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Pathways to Removing Obstacles to Affordable Housing (PRO Housing) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of PRO Housing funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a PRO Housing grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the PRO Housing funds before disbursing any PRO Housing funds to the Partner. The written agreement must conform with all PRO Housing requirements and shall require the Partner to comply with all applicable PRO Housing requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Pathways to Removing Obstacles to Affordable Housing Program and any subsequent published amendments (the PRO Housing NOFO), and the Applicant's PRO Housing application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using PRO Housing funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the PRO Housing NOFO, the Applicant/Grantee's application for PRO Housing assistance and the

Applicant/Grantee's Grant Agreement for PRO Housing. Such use will include the following activities:

Program/Project Delivery

Activity #1 *[Complete description of activity to be undertaken including what products or services are to be performed, geographic target area where the activity is to be provided, for whom the activity is to be provided, how the activity is to be provided]*

Activity #2 *[Same description as above]*

Activity #3 *[Same description as above]*

B. Project Schedule

The Partner agrees to implement the following:

[Include proposed project schedule]

C. Staffing

[Applicant/Grantee might include the following provision in situations where only certain staff of the Partner have the requisite experience to implement the activity, or if the Partner has a history of reassigning responsibilities that tended to create problems.]
Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

[Note that the original proposed budget may be adjusted should HUD award less than the amount requested in the application.]

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner

IV. SPECIAL CONDITIONS

[This section of the Agreement can be used by the Applicant to include special conditions specific to the particular activity or Partner.]

V. 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 this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant’s failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of PRO Housing funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Applicant]

[Partner]

By _____

By _____

Attest _____

ASSISTANT [CITY/COUNTY] CLERK

Countersigned: _____ By _____

FINANCE OFFICER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. # _____

ASSISTANT [CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANCE SUPERVISOR

In accordance with the Privacy Act, the collection tool and certification notate the following: The Privacy Act of 1974 as amended (5 U.S.C. 552a) and P.L. 117-328 authorize collection of this information. The purpose of this information is to verify potential partnerships that may be created to apply for the FY 23 PRO Housing NOFO competition. Completion of this form is voluntary. Applicants may use their own partnership agreement template. This form is optional for applicants that do not have the appropriate template language. Pursuant to 5 U.S.C. 552a (b)(3), additional disclosures of this information may be to: Research and Statistical Analysis Disclosure; Information Sharing; Environment Disclosure; Data Breach Remediation Purposes; Disclosures for Law Enforcement Investigations; Court or Law Enforcement Proceedings; Department of Justice for Litigation.