

**ELDERLY RENTAL ASSISTANCE PROGRAM
MASTER ASSISTANCE AGREEMENT
BY AND BETWEEN
THE STATE OF CONNECTICUT
AND**

This Master Assistance Agreement (the "Agreement") is entered into as of the _____ day of _____, _____ by and between the State of Connecticut (hereinafter, the "State"), acting by its Commissioner of Economic and Community Development (hereinafter, the "Commissioner") pursuant to Sections 4-8 and 8-119kk of the Connecticut General Statutes ("CGS"), and _____, a _____
<type of entity> _____ (hereinafter, the "Contractor"), acting herein by its _____
<title of signatory>_____, duly authorized.

WITNESSETH THAT,

WHEREAS, CGS § 8-119kk provides that the Commissioner shall implement a program of rental assistance for elderly persons who reside in state-assisted rental housing for the elderly (the "Program");

WHEREAS, Contractor is the owner of an Elderly Housing Project(s) and/or a Congregate Housing for the Elderly Project in the **Town/City** of _____(hereinafter called the "Municipality"), consisting of approximately dwelling units and necessary facilities, commonly known as _____(hereinafter called the "Project");

WHEREAS, the State entered into an Assistance Agreement to develop the Project pursuant to CGS § 8-114a as an Elderly Housing Project(s) and/or CGS § 8-119h as a Congregate Housing for the Elderly Project and said Project(s) is eligible for financial assistance pursuant to CGS § 8-119kk;

WHEREAS, the Contractor, pursuant to CGS § 8-119kk and sections 8-119kk-1 through 8-119k-8 of the Regulations of Connecticut State Agencies ("RCSA"), has filed a request for financial assistance, in a form and manner prescribed by the Commissioner, for rental assistance on behalf of persons who reside in the Project, which application documents are incorporated herein by reference and are on file with the State;

WHEREAS, the Commissioner has approved said application and has agreed to provide rental assistance to the Contractor on behalf of eligible residents of the Project;

WHEREAS, the Contractor has provided the State with a "Certification and Tenant Rent Roll" form for the Project, which form is attached hereto as Exhibit A and incorporated into this Agreement by reference as if fully set forth herein;

WHEREAS, the Contractor has an approved Management Plan and Budget, which documents are hereby incorporated by reference into this Agreement as if fully set forth herein; and

WHEREAS, the State and Contractor wish to define the terms and conditions of the financial assistance the State will extend the Contractor and the duties and obligations of the parties to this Agreement.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and of the mutual benefits to be gained by the performance thereof, the State and the Contractor hereby agree as follows:

**ARTICLE I
FINANCIAL ASSISTANCE**

1.1 This Agreement is a master contract and shall continue until terminated by the State in writing.

1.2 Funds made available to the Contractor by the State pursuant to this Agreement are general funds of the State and subject to appropriation. Grant awards are determined based on total available appropriations. It is expressly agreed and acknowledged by the Contractor that the State shall not be obligated to make payments contemplated by CGS § 8-119kk unless funds have been appropriated by the General Assembly for that purpose.

1.3 In the event the Connecticut General Assembly no longer funds this Program, or decreases or increases the amount of funding, the Commissioner may, in her sole discretion, terminate this Agreement or modify the amount of the grant-in-aid.

1.4 Annually the Contractors shall request Program funds for the upcoming year. Such request shall be submitted by the Contractor in a form required by the Commissioner. The annual request shall be submitted no later than 60 days prior to the July 1st of each year. Current application and certification forms may be amended and/or revised from time to time by the State.

1.5 As approved by the Commissioner and subject to available appropriations, upon receipt of an application and certification on forms approved by the Commissioner, the State agrees to make periodic payments to the Contractor, as an eligible housing provider under the Program, in the form of a grant-in-aid, which grant-in-aid shall not be in excess of the total cost of the Program at the Project, for each fiscal year in which this Agreement shall remain in force and effect.

1.6 The State, based on available resources, will pay to the Contractor on behalf of eligible persons residing in Program housing the grant-in-aid contemplated by this Agreement, after approval of the requisition of funds as hereinafter provided. Each payment under the Program shall be released, according to the following schedule, provided that the quarterly financial status report(s), for the previous quarter(s) is on file with the State and the funds are available:

Payment One: August 15
Payment Two: January 15

1.7 In order to permit the State to make payments to the Contractor, Contractor agrees that upon the execution of this Agreement, the Contractor shall provide current, verifiable bank account information for accounts with Contractor's bank to the Office of the State Comptroller ("OSC") by submitting a completed Electronic Funds Transfer ACH (EFT) Election Form, available at <http://www.osc.ct.gov/apd/eftprogram/index.html>, and such additional information as the OSC may require. In the event that the Contractor does not submit the foregoing information, all payments shall be made by check. The Contractor will promptly deposit in the Administrative Expenditures Account: (a) all funds received from the State pursuant to this Agreement, as payment on account of the grant-in-aid provided; and (b) any other funds allocated for the Program.

1.8 The Contractor will provide, or cause the provision of, competent and adequate inspection of the Project to ensure compliance with the requirements of the underlying Assistance Agreement, the Program, and all applicable laws and regulations, including, but not limited to, applicable housing codes.

1.9 The Contractor will, as such times as the Commissioner may request, furnish the State with periodic reports, statements and documentary data pertaining to the purposes of this Agreement.

1.10 It is expressly agreed that Exhibit A (Certification and Tenant Rent Roll), the Management Plan, and the Budget may be revised at the request of the Contractor and at the discretion of the State, within established procedures. No such revisions shall in any way constitute or imply the revision of the original amount of the State financial assistance unless the same is agreed to in writing by the Commissioner.

1.11 Any unexpended balance of funds identified by the Certificate of Approved Program Cost and State Funding, which document is issued by the State after its review of the applicable audit, shall be repaid to the State.

ARTICLE II
RENTAL ASSISTANCE PROGRAM OPERATION & PAYMENTS

2.1 The Contractor will provide direct rental subsidies on behalf of elderly tenants who would otherwise pay in excess of thirty (30%) percent of their adjusted gross income toward rent and utilities within the Project and at a level that does not exceed available funds.

2.2 The Contractor hereby acknowledges and certifies to the State that Project housing shall comply with applicable State and local health, housing, building, and safety codes to ensure safe, sanitary, and decent housing.

2.3 In providing rental subsidies, Contractor will provide direct client services including, but not limited to, personal interviews to certify/recertify tenant eligibility and inspection of units.

2.4 Prior to the release of each payment by the State on account of any grant-in-aid, the Contractor shall have:

- a. filed with the Commissioner its requisition on forms prescribed by the Commissioner, which shall show in detail the purposes for which the payment so requisitioned will be used;
- b. filed with the Commissioner, unless waived, a written statement relative to such requisition, demonstrating the present need for the funds requisitioned, that the amount sought is reasonable, and that the purposes for which it proposes to expend the same are within the purview of the Agreement; and
- c. complied with all of the provisions of this Agreement.

2.5 Notwithstanding any other provisions of this Agreement, the Commissioner may, in her discretion, elect to terminate this Agreement, cause the State to withhold payment of requisitioned funds, require that all unexpended State funds be returned to the State, or pay any proper charge of the Project, if she finds that: (a) the Contractor has made to the Commissioner any misrepresentation in its request or in any supplement thereto or amendment thereof, or in this Agreement, any modification hereof or in or with respect to any document furnished pursuant hereto; or (b) in the opinion of the Commissioner, the Contractor has not taken all proper steps necessary to the disposition of any pending litigation which could adversely affect the Program or the Project; (c) the Contractor has abandoned, converted or terminated the Program at the Project; (d) any changes shall have been made in any of the basic elements of the Program without the Commissioner's prior written approval; or (e) at any time, the State may determine that the funds committed to the Program exceed either the funds available for the Program or necessary for Program completion and, may, by letter, reduce the amount accordingly.

2.6 In no event shall the making by the State of any payment on account of any grant-in-aid provided by this Agreement, constitute or be construed as a waiver by the State of any breach of covenant, condition or any other default which may then exist on the part of the Contractor, and the making of such payment by the State, which any such breach or default shall exist, shall not impair or prejudice any right or remedy available to the State with respect to such breach or default.

ARTICLE III
SAFEGUARDING FUNDS

3.1 The Contractor will safeguard all funds becoming available to it for the undertaking of the Program by insurance, or by fidelity or surety bonds, as shall be satisfactory to the State.

3.2 The Contractor will carry out the Program with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions of this Agreement and all applicable Program statutes and regulations. The Contractor will incorporate in each Agreement entered into by it with respect to the Program such provisions and conditions as may be necessary to enable the Contractor to carry out the Program and to observe, require appropriate observance of, perform, and carry out the provisions of this Agreement.

ARTICLE IV SUPERVISION AND INSPECTION

4.1 The Contractor shall provide, or cause the provision of, competent and adequate supervision and inspection of any and all work in connection with the Program.

4.2 The State shall have the right to inspect, to the extent deemed necessary by the Commissioner, all work in connection with the Program. The Contractor will take all steps necessary to assure that, for the purposes of this Agreement, the Commissioner will be permitted to audit, examine and inspect all work in connection with the Program, and all Agreements, documents, payrolls, records, employment conditions, and any and all data records pertaining to said Program.

4.3 The Contractor shall, at such times as the Commissioner may request, furnish her with such periodic reports and statements, and documentary data and information, pertaining to the Program, including, but not limited to, progress and status reports of the Program.

4.4 The Contractor shall keep full and accurate books, minutes and records, in a form approved by the Commissioner, with respect to the Program, including such data as will permit a speedy and efficient audit and will fully disclose: (a) the amount and disposition by the Contractor of any funds provided under this Agreement and (b) all items or costs chargeable or which are proposed to be charged pursuant to the Program.

4.5 The Contractor shall provide for an audit acceptable to the Commissioner, in accordance with the provisions of CGS § 7-396a and section 8-119kk-8 of the Regulations of Connecticut State Agencies. Each Contractor subject to a federal and/or state single audit must have an audit of its accounts performed annually. The audit shall be in accordance with the DECD Audit Guide, and the requirements established by federal law and state statute, (collectively, the "Audit Standards"). All non-profit Contractors not subject to a federal and/or state single audit shall be subject to a Project-specific audit of its accounts within ninety (90) days of the completion of the Project or at such times as required by the Commissioner. All for-profit Contractors shall complete a Cost Certification within sixty (60) days of substantial completion of the Project or at such times as required by the Commissioner. Cost Certifications shall be in the form prescribed by the Commissioner in the DECD Audit Guide. An independent public accountant as defined by generally accepted government auditing standards (GAGAS) and licensed to practice by the State of Connecticut Board of Accountancy or its successor shall conduct the audits or complete the Cost Certifications, as applicable. At the discretion and with the approval of the Commissioner, examiners from DECD may conduct Project-specific audits.

ARTICLE V NONDISCRIMINATION & COMPLIANCE WITH THE LAW

5.1 The Contractor hereby certifies and warrants that it has complied, and shall continue to comply with all pertinent provisions of local, State and federal law in administering the activities contemplated by this Agreement. Any noncompliance with said laws may, in the discretion of the Commissioner, be deemed a breach of this Agreement.

5.2 a. For the purposes of this Article 5, the following terms are defined as follows:

i. "**Commission**" means the Commission on Human Rights and Opportunities;

ii. "**Contract**" and "**contract**" means this Agreement and any extension or modification of this Agreement;

iii. "**Contractor**" and "**contractor**" means the Contractor, Contractor's architect, consultants, general contractor or any vendor, supplier or subcontractor of the Contractor or of Contractor's general contractor and includes any successors or assigns of the Contractor or contractor;

iv. "**Gender identity or expression**" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity,

consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

v. **“Good faith”** means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

vi. **“Good faith efforts”** shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

vii. **“Marital status”** means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

viii. **“Mental disability”** means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;

ix. **“Minority business enterprise”** means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of CGS § 32-9n; and

x. **“Public works contract”** means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Article 5, the terms **“Contract”** and **“contract”** do not include a contract where each contractor is (a) a political subdivision of the state, including, but not limited to, a municipality, (b) a quasi-public agency, as defined in CGS § 1-120, (c) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS § 1-267, (d) the federal government, (e) a foreign government, or (f) an agency of a subdivision, agency, state or government described in the immediately preceding items (a), (b), (c), (d) or (e).

5.3 a. The Contractor shall comply with the provisions of CGS § 4a-60, as the same may be amended from time to time.

i. The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

ii. The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the commission;

iii. The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

iv. The contractor agrees to comply with each provision of this section and CGS § 46a-68e and

46a-68f and with each regulation or relevant order issued by said commission pursuant to CGS § 46a-56, 46a-68e and 46a-68f; and

v. The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and CGS § 46a-56.

b. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

c. Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

e. The contractor shall include the provisions of subsections a. and b. of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with CGS § 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

f. The contractor agrees to comply with the statutes and regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

5.4 a. The Contractor shall comply with the provisions of CGS § 4a-60a, as the same may be amended from time to time.

i. The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

ii. The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

iii. The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to CGS § 46a-56; and

iv. The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and CGS § 46a-56.

b. The contractor shall include the provisions of subsection 5.4a in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means

of enforcing such provisions including sanctions for noncompliance in accordance with CGS § 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

c. The contractor agrees to comply with the statutes and regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

5.5 Executive Order No. 3. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation or of noncompliance with said Executive Order No. Three or any State or Federal Law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The Contractor agrees as part consideration hereof, that this contract is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. Three and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State and the State Labor Commissioner.

5.6 Executive Order No. 17. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut Employment Service.

5.7 Executive Order No. 16. This Agreement is subject to, and Contractor hereby agrees to abide by Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.

5.8 Campaign Contribution and Solicitation Prohibitions. For all State contracts as defined in CGS § 9-612 having a value in a calendar year of \$50,000.00 or more or a combination or series of such agreements or contracts having a value of \$100,000.00 or more, the authorized signatory to this Agreement expressly acknowledges receipt of State Elections Enforcement Commission's notice (SEEC form 10) advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. This notice, SEEC form 10, is incorporated herein by reference and is made a part hereof. [Delete text after caption and replace with INTENTIONALLY OMITTED if Contractor is a housing Authority].

ARTICLE VI
RIGHTS AND REMEDIES IN EVENT OF DEFAULT

6.1 **Event of Default.** Each of the following shall constitute an "Event of Default" for purposes of this Agreement:

- a. Except as otherwise provided herein, the failure of the Contractor to punctually and properly perform any other covenant or agreement contained in this Agreement, including the failure to provide in a timely manner any report, notice, financial record, or other document required to be produced or requested by the Commissioner in relation to the Program, or the failure to forebear from any unpermitted act and such failure shall continue and remain unremedied for a period of thirty (30) days after written notice thereof, provided, however, that if such failure cannot be remedied in such time, the Contractor shall have an additional thirty (30) days to remedy such failure so long as the Contractor is diligently and in good faith pursuing such remedy;
- b. Any representation, warranty, or certificate given or furnished by or on behalf of the Contractor shall prove to be materially false as of the date of which the representation, warranty, or certification was given, provided, however, that if any representation, warranty, or certification that proves to be materially false is due merely to the Contractor's inadvertence, the Contractor shall have a thirty (30) day opportunity after written notice thereof to cause such representation, warranty, or certification to be true and complete in every respect;
- c. The Contractor shall file, or have filed against it, a petition of bankruptcy, insolvency, or similar law, state or federal, or shall file any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief, and such petition shall not have been vacated within thirty (30) days; or shall be adjudicated bankrupt or insolvent, under any present or future statute, law, regulation, under state or federal law, and such judgment or decree is not vacated or set aside within thirty (30) days;
- d. The Contractor shall make an assignment for the benefit of creditors, or shall submit in writing Contractor's inability to pay its debts as they become due;
- e. A receiver, trustee, or liquidator shall be appointed for the Contractor or any substantial part of the Contractor's assets or properties, and not removed within thirty (30) days;
- f. The failure of the Contractor to comply with all pertinent provisions of local, state and federal laws, rules and regulations, in connection with this Agreement;
- g. The Contractor shall dissolve or liquidate, or be dissolved or liquidated, or cease to legally exist, or merge or consolidate with or into any corporation or entity, without the prior written consent of the Commissioner; or
- h. Judgment or judgments for the payment of money shall be rendered against the Contractor and any such judgment shall remain unpaid, unstayed on appeal, unbonded, undischarged or undismissed for a period of ninety (90) consecutive days.

6.2 If the Contractor shall default in any of its obligations under this Agreement, or shall commit or allow any breach of covenant hereunder, and such default or breach shall not have been cured or remedied, as may be appropriate, within thirty (30) days after notice thereof shall have been given by the Commissioner, or such longer period of time as the Commissioner may allow, in writing, then, the State acting by the Commissioner shall have, to the fullest extent permitted by law, each and all of the following remedies in addition to those provided for in other portions of this Agreement:

- a. the right to a writ of mandamus or injunction or similar relief against the Contractor, or any or all of the members of its governing body, or against the officers, agents, or representatives of the Contractor as may be appropriate, because of such default or breach;
- b. the right to have a receiver appointed by a court of competent jurisdiction to take possession and control of the property and assets of the Contractor as pertains to the Program;
- c. the right to suspend all further payments by the State to the Contractor until such noncompliance is cured to the satisfaction of the Commissioner;

- d. the right to enforce the performance or observance of any obligations, agreements or covenants of the Contractor in this Agreement or in any other Activity document executed by the Contractor and delivered to the State in connection with this Agreement; and
- e. the right to demand repayment of any funds paid under this Agreement used for ineligible costs;
- f. the right to terminate this Agreement for just cause; and/or;
- g. the right to maintain any and all actions at law or suits in equity or other proper proceedings, to cure or remedy any defaults or breaches of covenants under this Agreement or to protect the interests of the State.

6.3 If the State shall not exercise any of the remedies set forth in the preceding section for the curing or remedying of any default or breach of covenant, or any other right or remedy, in no event shall non-exercise be construed as a waiver of any subsequent default or breach of covenant by the Contractor.

6.4 Expenses Incurred Upon Event of Default. The Contractor shall reimburse State for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by State as a result of one or more Events of Default by Contractor under this Agreement.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Governing Law. Except to the extent preempted by applicable federal law, the laws of the State of Connecticut shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement.

7.2 No Waiver. Neither failure nor delay on the part of State in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by Contractor therefrom shall be effective unless the same shall be in writing, signed on behalf of State by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on Contractor in any case shall entitle Contractor to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of State's right to take other or further action in any circumstances without notice or demand.

7.3 Remedies Cumulative. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

7.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original for all purposes.

7.5 Successors and Assigns. All the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective successors, assigns, and legal representatives. Notwithstanding the foregoing, the Contractor hereby agrees that it shall not assign its interest in this Agreement without the prior written consent of the Commissioner and any purported assignment in violation of the foregoing shall be null and void.

7.6 Severability. The invalidity, illegality, or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity, legality, or enforceability of the remaining provisions hereof or thereof.

7.7 Gender and Headings. The headings of the articles, sections, and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision. The use of a personal pronoun shall refer to all persons regardless of the proper grammatical term.

7.8 Entire Agreement. This Agreement embodies the entire agreement and understanding between State and Contractor and supersedes all prior verbal and written agreements by, between, and among the parties.

7.9 Effective date. This Agreement is made as of the date first written above and shall be effective upon its approval by the Attorney General of the State of Connecticut following its execution by the parties.

7.10 Warranties/Representation. It is understood that the Commissioner has relied upon each of the warranties and representations of the Contractor contained herein and would not have entered into this Agreement but for said warranties and representations.

7.11 Parole Evidence. This Agreement shall be the final repository of all of the terms, conditions, and understandings of the parties hereto. The parties mutually release and discharge each other from any prior understanding and/or agreements concerning this Agreement.

7.12 Sovereign Immunity. Contractor recognizes that the State is sovereign and agrees not to make any claims of a right to use the defense of sovereign immunity as the State's agent without the prior written consent of the Commissioner to be granted in her sole discretion. Nothing contained herein may be construed as a waiver or limitation by the Commissioner of the State's sovereign immunity.

7.13 Jurisdiction. The Contractor agrees that the execution of the Agreement and related documentation, and the performance of its obligations hereunder and thereunder, shall be deemed to have a Connecticut situs and the Contractor shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Commissioner, her successors or assigns may commence hereunder or thereunder. Accordingly, the Contractor hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Agreement or any supporting documentation or the enforcement thereof in any action initiated by the Commissioner or which the Commissioner voluntarily joins as a party.

7.14 Indemnification. The Contractor shall indemnify and hold the Commissioner and the State harmless from any and all losses, liabilities, injuries, suits, actions, proceedings, and claims arising out of, purportedly arising out of, or relating to this Agreement and all documents executed in conjunction herewith.

7.15 No Third-Party Beneficiary. No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with Contractor, shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement, but each such person shall be deemed to have agreed (a) that they shall look to Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by State and any such person in writing, they may not enter any claim or bring any such action against State under any circumstances. Except as provided by law, or as otherwise agreed to in writing between State and such person, each such person shall be deemed to have waived in writing all right to seek redress from State under any circumstances whatsoever. Nothing contained in this Agreement shall create or justify any claim against the State, its agencies or officers, by any person whatsoever not as party to this Agreement.

7.16 Commercial Transaction and Waiver. THE CONTRACTOR AGREES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION AND WAIVES ANY RIGHT TO NOTICE, PRIOR HEARING, AND ANY OTHER RIGHTS IT MAY HAVE UNDER CGS CHAPTER 903a, AS MAY BE AMENDED, OR OTHER APPLICABLE LAW WITH RESPECT TO ANY REMEDY WHICH THE STATE MAY DESIRE TO USE, AND THE COMMISSIONER MAY INVOKE ANY PREJUDGMENT REMEDY AVAILABLE TO IT, INCLUDING, BUT NOT LIMITED TO, GARNISHMENT, ATTACHMENT, FOREIGN ATTACHMENT AND REPLEVIN, WITH RESPECT TO ANY TANGIBLE OR INTANGIBLE PROPERTY (WHETHER REAL OR PERSONAL) OF THE CONTRACTOR TO ENFORCE THE PROVISIONS OF THIS AGREEMENT AND ANY RELATED DOCUMENTS, WITHOUT GIVING THE CONTRACTOR ANY NOTICE OR OPPORTUNITY FOR A HEARING.

7.17 Jury Trial Waiver. THE CONTRACTOR HEREBY WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING OR ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF ITS RIGHTS AND REMEDIES. THE CONTRACTOR ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEY.

7.18 Conflict. The Contractor will adopt and enforce measures appropriate to assure that no member of its governing body and none of its officers or employees shall, during the term of this Agreement, voluntarily acquire any interest in any Agreement or proposed Agreement in connection with the undertaking of the Program.

7.19 Cooperation. The Contractor further agrees to assist and cooperate with the Commissioner in making an evaluation of the progress and effectiveness of the Program, to the extent that the Commissioner shall deem necessary.

7.20 Safeguarding client information. The parties agree to safeguard the use, publication, and disclosure of information on all applicants for and all clients who receive service under this Agreement in accordance with all applicable federal and state laws concerning confidentiality.

7.21 Litigation. The Contractor shall provide written notice to the Commissioner of any litigation that relates to the services directly or indirectly financed under this Agreement or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this Agreement, including but no limited to financial, legal, or any other situation which may prevent the Contractor from meeting its obligations under this Agreement. Except as disclosed to and approved by State in writing, no action, proceeding, investigation, litigation or administrative proceeding before any court or governmental body or agency is now pending, nor, to the best of Contractor's knowledge, is any such litigation or proceeding now threatened, or anticipated against Contractor that, if adversely determined, would have a material adverse effect on the financial condition, business, or assets of Contractor or on the Contractor's ability to perform and observe its obligations under this Agreement or that would either directly or indirectly have an adverse effect on Contractor's ability to participate in the Program.

7.22 Existence, Qualification, and Authority. Contractor shall provide to State any evidence required by State to demonstrate the existence, qualification, and authority of Contractor to execute this Agreement and to perform the acts necessary to carry out the Project. The Contractor has the requisite power, right, and legal authority to execute, deliver, and perform its obligations under this Agreement and has taken all action necessary to authorize the execution, delivery, performance, and observance of its obligations under this Agreement. This Agreement, when executed and delivered, shall constitute the legal, valid, and binding obligations of the Contractor enforceable against the Contractor in accordance with its respective terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or other similar laws of general applicability affecting the enforcement of creditors' rights generally and (b) the application of general principles of equity without the joinder of any other party.

7.23 Notices. Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given when delivered in person to, or sent by, first-class mail, postage prepaid, addressed as follows:

If to State:

Department of Economic and Community Development
505 Hudson Street
Hartford, Connecticut 06106-7106
Attn: Commissioner
RE: Elderly Rental Assistance Program

With a copy to:

Assistant Attorney General – Housing
55 Elm Street
Hartford, Connecticut 06106

If to Contractor:

With a copy to:

or to such other address or person as shall be designated from time to time by notice.

7.24 No Legal Bar. The execution, delivery, performance, or observance by the Contractor of this Agreement will not, to the best of Contractor's knowledge, materially violate or contravene any provisions of:

- a. Any existing law or regulation, or any order or decree of any court, governmental authority, bureau, or agency;
- b. The organizational documents of the Contractor; or
- c. Any mortgage, indenture, security agreement, contract, undertaking, or other agreement or instrument to which the Contractor is a party or that is binding on any of its properties or assets, the result of which would materially or substantially impair the Contractor's ability to perform and discharge its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

(SEAL)

Witnesses:

(Name of Contractor)

(Name & Title of Authorized Individual)

(SEAL)

Witnesses:

STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC &
COMMUNITY DEVELOPMENT

Commissioner

APPROVED AS TO FORM:

OFFICE OF THE ATTORNEY GENERAL

, 2013

ATTORNEY GENERAL

EXHIBIT A
CERTIFICATION AND TENANT RENT ROLL