



State of Connecticut
Department of Economic and
Community Development

Office of Housing Development and Finance

All Sponsors – Resident Services Coordinator Program

Notice: 08-11

Distribution Date: August 1, 2008

Effective: August 1, 2008

SUBJECT: Resident Services Coordinator Program Master Contract Revision

A minor error in the RSC Master Contract has been identified. Thanks to Joanne Drag, Deputy Executive Director of Norwich Housing Authority for finding this error early in the process.

Enclosed is a copy of the revision of page 10 of the RSC Master Assistance Agreement. The enclosed page is a straight substitute for page 10 of the master contract previously sent to you. Please discard the original page 10 and substitute the attached page. After substituting the page, please have this executed in duplicate by the proper officials and return to DECD by September 5, 2008 to complete the execution process.

If you have any questions, please call Judy Singarella at (860)270-8211 or Christina Keune at (860)270-8204.

Enclosures

- 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.
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.
 4. Repayment to State Based Upon Audit. In the event that the audit demonstrates that the actual expenditures made by the Contractor in connection with the Program are less than the maximum allowable amounts for Payment by the State, as set forth herein, any such excess Payment made by the State in respect of this Agreement shall become immediately due and payable by the Contractor to the State.
 5. 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 X. COMPLIANCE WITH PERTINENT LAWS/
LAWS, REGULATIONS, RULES AND EXECUTIVE ORDERS**

The Contractor warrants that it has complied, and shall continue to comply with all pertinent provisions of local, state and federal laws in connection with this Agreement, the Project and the Program. Any noncompliance with said laws by the said Contractor shall be deemed an Event of Default and shall constitute a breach of this Agreement.

1. Minority Business Enterprise. For purposes of this Article: "Minority business enterprise" means any small contractor or supplier of materials fifty-one percent (51%) or more of the capital stock, if any, or assets of which is owned by a person or persons: (a) who are active in the daily affairs of the enterprise, (b) who have the power to direct the