

Contract Number: EC00000000012743
(Please reference this number on your invoices for payment)

**HOUSING PROVIDER AGREEMENT
PROJECT-BASED RENTAL ASSISTANCE AGREEMENT**

Department: 47 - Housing & Community Revitalization

Vendor: VC0000039704 - New Bern Harmony Housing LLC

Description of Services: The Wake County Rental Assistance Housing Program (sometimes referred to herein as “the Program”) serves to assist Wake County citizens who are experiencing homelessness in obtaining and maintaining safe, decent, and affordable housing that meets their individual and family needs. Project Based Rental Assistance Agreement- 40 units.

BOC Date Approved:

Contract Start Date: 7/1/2024 **Contract End Date:** June 30, 2026

Max Amount Payable: \$400,000.00

Funding Source(s):

Federal State County Grants Other None

BFY	Acct Template	Object	Description	Amount
9999	47AH23	2167		\$400,000.00

Competition:

RFP#: N/A **Next Competition:** NOT APPL **Year Last Competed:** NOT APPL

Person Responsible for Monitoring the Contract Performance Requirements:

Linda Gordon

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State of North Carolina
County of Wake

Project Based Rental Assistance Agreement

This Project Based Rental Assistance Agreement (“PBRA Agreement” or “Agreement”) is made and entered into as of July 1, 2024 by and between **WAKE COUNTY**, a public body politic and corporate, organized and located in North Carolina, (“the County”) and through its department Wake County Department of Housing Affordability and Community Revitalization (“Housing”) and New Bern Harmony Housing LLC (“Owner”), an initial agreement terminating June 30, 2026 that may be renewed annually thereafter for additional one-year terms.

BACKGROUND STATEMENT

The Wake County Rental Assistance Housing Program (sometimes referred to herein as “the Program”) serves to assist Wake County citizens who are experiencing homelessness in obtaining and maintaining safe, decent, and affordable housing that meets their individual and family needs. Wake County enters into PBRA Agreements with property owners to promote and support the leasing of safe, quality affordable housing to eligible households identified through the Wake County Rental Assistance Housing Program, which households shall be identified from time to time in the PBRA Unit Terms and Conditions in the form attached hereto as Exhibit A (each, an “Eligible Household”). Eligible units are identified through proposals submitted and funded under the Affordable Housing Development Program. The funding for the Program is administered in accordance with the policies and procedures developed and implemented by Wake County pursuant to 24 CFR Part 983

Owner and Wake County desire to enter into this PBRA Agreement with the intention and expectation that in consideration for Housing Assistance Payments (HAP) paid to the Owner, on behalf of the Eligible PBRA Unit and as determined by HOUSING, Owner shall lease the PBRA Unit to an Eligible Household, and shall operate and maintain the PBRA Unit in accordance with this PBRA Agreement, the applicable Program requirements, and other terms and conditions set forth herein. This Agreement applies only to Eligible PBRA Units agreed to by the Owner and HOUSING. **Wake County Landlord Rent Notice** attached hereto as Exhibit “C” shall be utilized by Landlord for reporting each month and is incorporated by reference into this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions

As used in this PBRA Agreement, the following terms shall have the following meanings:

- (a) Annual Recertification shall mean the process completed by Housing with the Eligible Tenant enrolled in the Rental Assistance Housing Program by which the Eligible Tenant must recertify personal and household information as correct, to include income and family composition changes and updates.
- (b) Contract Rent shall mean the total monthly rent, for an PBRA Unit, payable to the Owner during the term of this PBRA Agreement and the amount set forth in Exhibit A or in any PBRA Agreement renewal issued by Housing pursuant to Section 7.
- (c) Development Agreement shall mean the Development Agreement, dated January 22, 2024, by and between Wake County and Owner, detailing the obligations of both parties and specifying the standards and conditions that will govern development and operation of the property.
- (d) Housing Assistance Payments -or HAP shall mean the amount equal to the difference between the Contract Rent and the Tenant Rent, paid monthly to the Owner by Wake County.
- (e) HQS shall refer to the Housing Quality Standards mandated by HUD and utilized to determine quality

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and acceptability of the physical condition of the PBRA Unit for occupancy by the Eligible Tenant and in the operation and rental of housing funded by the County or HUD via Housing participation in the Rental Assistance Housing Program.

- (f) PBRA Unit shall mean the Eligible residential rental unit including the premises, as described in Exhibit A, and which is occupied solely by the Eligible Tenant and household members in accordance with the PBRA Agreement, the lease between the Owner and the Eligible Tenant, and the Development Agreement.
- (g) HUD refers to the U.S. Department of Housing and Urban Development.
- (h) Initial Term shall mean the first term of this PBRA Agreement as set forth in Exhibit A.
- (i) Owner shall refer to the responsible person or organization in possession of the PBRA Unit.
- (j) Security Deposit shall refer to any advance money a tenant gives to a landlord as security against damage to the rental premises or for advance rent.
- (k) Tenant/Eligible Tenant shall refer to the adult household member primarily responsible for rental of the PBRA Unit.
- (l) Tenant Lease shall mean the rental agreement between the Owner and Eligible Tenant for the PBRA Unit.
- (m) Tenant Obligations shall mean the required action(s) and/or compliance by the Eligible Tenant and all household members with the rules and regulations set forth in the Rental Assistance Housing Program and/or Housing program guidelines.
- (n) Tenant Rent shall mean the portion of the Contract Rent payable by the Eligible Tenant, as determined by Housing in accordance with HUD regulations and income-based requirements, and is the maximum amount the Owner can require the Tenant to pay for rental of the PBRA Unit, to include all services, maintenance and utilities, as set forth in Exhibit A.
- (o) Transfer(s) shall have the meaning set forth in Section 12 hereof.

2. PBRA Agreement and Responsibilities

- (a) Subject to the terms and conditions of the PBRA Agreement, Owner and Housing hereby agree as follows:
 - 1. The Owner agrees to set aside at least 40 of the units for Wake County Permanent Supportive Housing clients, and at least 19 units for other County or non-County supportive housing clients.
 - 2. The Owner agrees to maintain, operate and lease the PBRA Units to Eligible Tenants and maintain related facilities and to provide safe, quality and sanitary affordable housing in accordance with HUD requirements and 24 CFR Section 983.208, including the provision of all the services, maintenance, and utilities as agreed to in the Tenant Lease.
 - 3. Wake County, by way of Housing, will provide HAP to the Owner for the PBRA Unit; and
 - 4. The Owner will provide the utilities and appliances so designated on Exhibit A; provide, however, that the Owner shall in all cases be responsible for the provision of trash collection services as set forth within this Agreement and the Tenant Lease.
- (b) Exhibit A to this PBRA Agreement is attached hereto and incorporated herein by this reference.
- (c) This PBRA Agreement shall be for an Initial Term, which may be extended by Housing and the Owner pursuant to the terms hereof and as agreed in the Development Agreement.
- (d) The Owner agrees that Housing shall have the right to inspect the PBRA Units and related facilities at least annually and at such other times as may be necessary, as determined by Housing, to assure the PBRA

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Units meet housing standards as prescribed under the HUD Housing Quality Standards (HQS), and that the Owner is operating the PBRA Units in accordance with this PBRA Agreement and the related Tenant Lease.

- (e) The Owner shall neither, in the provision of services, rental housing or in any other manner, discriminate against any person because of age, race, color, creed, religion, familial status, gender, sexual orientation, affinity group association, handicap or national origin, nor shall be excluded from participation in, or be denied the benefits of, the Rental Assistance Housing Program because of such status.
- (f) The Owner shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968 and any related rules and regulations.
- (g) The Owner shall cooperate with Housing should a compliance review or complaint investigation be required for matters related to the PBRA Unit pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations, and permit Housing or its authorized representatives access to the PBRA Unit and related facilities, for the purpose of audit and examination to the extent necessary to determine compliance with this PBRA Agreement only, including the verification of information pertinent to HAP.

3. Housing Assistance Payments (HAP)

- (a) Housing will remit electronically the monthly HAP due and payable to the Owner for each PBRA Unit leased to an Eligible Tenant pursuant to the terms of this PBRA Agreement and Wake County Landlord Rent Notice incorporated within this Agreement as Exhibit A. The HAP amount shall be determined by Housing in accordance with the Development Agreement. Any change in the HAP amount shall be effective as of the date stated in notification by Housing to the Tenant and the Owner.
- (b) Pursuant to the terms of this PBRA Agreement, the Owner acknowledges neither Late Fees nor additional payments can be charged for delayed housing HAP transactions.
- (c) Housing may, in its sole discretion, defer, suspend, abate or terminate HAP under this Agreement and the Wake County Landlord Rent Notice due to Owner's failure to operate any PBRA Unit in accordance with the corresponding PBRA Agreement, where:
 - 1. Owner Default under this PBRA Agreement shall occur if Owner violates, breaches or fails to comply with the material provision of, or material obligation under, this PBRA Agreement to include violation, breach or failure to comply with any governing law, regulation or agreement as referenced in Section 2 hereof, and such violation, breach or failure is not cured within 30 days, or
 - 2. Housing determines the Owner is not entitled to the HAP or any part of the payment and may deduct the amount of any overpayment from other amounts due to the Owner, including amounts due under separate PBRA Agreements.
 - 3. Owner or Tenant has committed any kind of fraud in connection with any Federally subsidized housing program(s),
 - 4. Owner has violated any of the Tenant's Rights under the Housing Assistance Program.
- (d) Maximum Amount Payable: **\$400,000.00** (Four Hundred Thousand Dollars and Zero Cents), with no minimum payment guarantee.

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Housing shall notify the Owner in writing of the decision to terminate HAP and that pursuant to the PBRA Agreement and Wake County Landlord Rent Notice, HAP shall terminate at the end of the calendar month that follows the calendar month in which Housing provides such notice to the Owner.

1. Security Deposits, Reimbursements, Tenancy

- (a) Under this Agreement, the Owner agrees to comply with HUD/FHA regulations with regard to Security Deposits from an Eligible Tenant (24 CFR Section 578.51 and 983.259) and shall not collect a Security Deposit, or other payments, that exceeds the maximum amount permitted under the regulations.
- (b) Upon a Tenant move that vacates the PBRA Unit, the Owner may (in accordance with State and Local law) apply the Security Deposit, including deposit accrued interest, as reimbursement for any amounts owed by the Tenant to the Owner under the Tenant Lease.
 - 1. The Owner shall provide the Tenant a written list of all items charged against the Security Deposit and the amount of each item.
 - 2. Once the appropriate amount of the Security Deposit has been applied, the Owner shall promptly refund the full balance amount to the Tenant or to Housing for any deposits originally paid by the Rental Assistance Housing Program.
- (c) Any reimbursement shall be applied to amounts owed by the Tenant and not for unpaid rent or other fees for the period after a Tenant moves from a PBRA Unit.
- (d) Housing has the right to inspect the PBRA Unit with the Owner to determine and confirm the damage.
- (e) HAP shall be made to the Owner by Housing under the terms of this agreement only for the period during which the PBRA Unit is leased and occupied by the Tenant within stated terms period except as follows:
 - 1. If the Tenant moves from the PBRA Unit in violation of the Lease, the Owner shall receive the HAP due under the Agreement for the portion of the month in which the PBRA Unit remains vacant after the Tenant moves from the unit.
 - 3. If the Owner evicts the Tenant, the Owner shall be entitled to payment only if Housing determines the Owner complied with all requirements of the PBRA Agreement, including adherence to the *Termination of Tenancy* requirements listed in this section, and all applicable State and local laws.

2. Termination of Tenancy

- (a) The Owner shall not terminate the tenancy or Tenant Lease except for:
 - 1. Violation of the terms and conditions of the Lease, as set forth therein; or
 - 2. Violation of Federal, State or local law which imposes obligations on the Tenant in connection with the occupancy and use of the PBRA Unit and surrounding premises; or
 - 3. Other good cause.
- (b) The Owner may evict the Tenant from the PBRA Unit only by instituting a court action. Simultaneous to the notice given to the Tenant under State or local law, the Owner must notify Housing in writing of the commencement of procedures for Termination of Tenancy and can be in the form of a copy of the Tenant notice.

3. Rent and Rent Adjustments

- (a) The Rent approved by Housing for the PBRA Unit is set forth in Exhibit A.
- (b) During the term of this PBRA Agreement but not later than 90 days prior to the expiration of the Initial Term, or subsequent term approved by Housing (the "Submission Deadline"), upon written notification

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by completing a Rental Property Information Form, the Owner may request an adjustment to the Contract Rent, in connection with the PBRA Agreement renewal.

- (c) The Owner may provide to Housing a (3rd party) market analysis which supports the Owner's request for a rent adjustment. Housing may consider any rent adjustment request submitted after the Submission Deadline; however, the effective date of any such request shall be determined by Housing and shall have no obligation to approve the rent adjustment request.
- (d) A rent adjustment request that Housing approved, adjusted, or denied will be based on 1) the HUD Annual Adjustment Factors (AAFs), and at the discretion of Housing, 2) a market equivalent rent determination conducted by Housing and established by the analysis of rents charged for comparable market rate residential rental units to the Owner's rent adjustment request for the PBRA Unit.
- (e) Rent Adjustments shall be approved only if the PBRA Unit is in compliance with the HQS Inspection Standards and Owner is in compliance with this PBRA Agreement.

4. Conflict of Interest (Relationship of Parties)

- (a) No present or former employee of Wake County who formulates housing policy or influences housing decisions shall have any direct or indirect interest, during their tenure or for one year thereafter, in this PBRA Agreement or the PBRA Unit, unless waived by HUD for good cause.
- (b) Under the terms of this Agreement, the Owner is an independent contractor of Wake County Housing. Further, the Owner agrees that it and its officers, employees, contractors, subcontractors, agents, suppliers and other personnel ("Owner Parties") shall obey all Federal and State statutes, rules and regulations that are applicable to the operation of the PBRA Unit(s) under this Agreement.
- (c) The Owner Parties shall not be employees of nor have any other contractual relationship with Wake County or Wake County Housing in the performance of contract services hereunder. **The Owner Party affirmatively represents that he/she is not an employee of Wake County and does not have any other contractual relationship with Wake County or Wake County Housing in the performance of contract services hereunder.**
- (d) The Owner is not the agent of Wake County or Housing, and this Agreement does not create or affect any relationship between Wake County or Housing and any lender to the Owner Parties, in connection with the implementation of this Agreement.
- (e) The Owner represents that it has disclosed to Housing any interest that would be a violation of the PBRA Agreement. The Owner agrees to fully and promptly update such disclosures in the event of a change of circumstances.

5. Indemnification

- (a) The Owner acknowledges and agrees that Wake County and its department Housing have no responsibility for or liability to any person for damages or injury incurred as a result of the Owner's action or failure to act in connection with the operation and maintenance of the PBRA Unit covered by this Agreement.
- (b) The Owner agrees to release, discharge, defend, indemnify and hold harmless Wake County, including its department Housing, its Board of Commissioners, officers, employees, representatives, agents and assignees from and against any and all losses, liabilities, damages, expenses and claims of any nature whatsoever brought by or on behalf of any person or entity arising from any alleged or actual injury or damage to any persons or property, whether in whole or in part: (i) any act or omission on the part of the

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Owner or Owner Parties or any entity engaged by the Owner or performing services on the Owner's behalf, (ii) any negligence or willful misconduct of Owner Parties; (iii) any breach of or default under the PBRA Agreement; (iv) or any failure to comply with any applicable law of governmental requirement.

6. Insurance

- (a) The Owner shall obtain, at its sole expense and maintain, insurance in full force and effect to cover liability arising under this PBRA Agreement and the applicable PBRA Agreement requirements, including without limitation this indemnification clause, as set forth on Exhibit A. Owner agrees that Owner will not allow insurance coverage to be canceled or modified without 30 day prior written notice to Housing. Owner's indemnification obligation shall not be limited by a limitation on amount or type of damages or compensation payable by or for Owner under such insurance policies.
- (b) Nothing in this PBRA Agreement shall be construed as creating any right of an Eligible Tenant occupying an PBRA Unit or any other third party (other than HUD) to enforce any provision of the PBRA Agreement, or to assert any claim against HUD, Housing, Wake County or the Owner under the PBRA Agreement.

7. Funding Availability (Non-Appropriation)

- (a) It is the express intention of all parties to this PBRA Agreement that the Agreement shall remain in effect contingent upon the availability and receipt of public funding, pursuant to Federal, State or Local appropriations, by Wake County Housing for the provision of housing and services to Eligible Tenants or staff through performance of the terms of this Agreement. The determination of the availability and receipt of sufficient funds shall be made by Wake County and its department Housing in its sole discretion.

8. Transfers

- (a) The Owner shall promptly notify Housing of any proposed or pending voluntary or involuntary transfer of ownership of the PBRA Unit during the term of this Agreement ("Transfer"). Such notice shall include a description of the Transfer, the expected date of Transfer, the name and contact information for the proposed transferee, and a statement by the Owner desiring to assign this Agreement to the Transferee for the purpose of continuing to receive HAP pursuant hereto after the consummation of the Transfer.
- (b) The Owner shall not Transfer this PBRA Agreement without the prior written consent of Housing. If the Owner is a corporation, partnership, limited liability company, trust or joint venture, and the Transfer does not result in a change in control of the ownership entity and the character or the use of the PBRA Unit, consent to assignment shall not be unreasonably withheld by Housing. If a Transfer of the PBRA Agreement is consummated without prior written consent to the assignment of the PBRA Agreement, then this PBRA Agreement shall automatically terminate and all HAP to the Owner or any party claiming the right to payment through the Owner's rights under this Agreement shall cease. Owner shall promptly repay Housing any HAP paid on or after assignment date.
- (c) In the event HOUSING approves a Transfer to any party other than the Owner, the effect of such Transfer shall be limited as follows:
 - 1. The creation or transfer of any security interest in this PBRA Agreement is limited to amounts payable under this PBRA Agreement in accordance with the terms of the PBRA and Development Agreements.
 - 2. The consent by Housing of Transfer does not change the terms of this PBRA Agreement in any way,

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to include the rights or obligations of Housing or the Owner under this PBRA Agreement.

3. The consent by Housing of any Transfer of this PBRA Agreement does not constitute consent to any further Transfers of this PBRA Agreement, including those to successors or assigns of an approved transferee.
- (d) The Owner shall not subcontract any of the services required under this PBRA Agreement (other than to a property manager engaged by Owner) or sublease the PBRA unit without prior notification and without written consent of Housing.
- (e) The Owner shall not assign HAP payments under this PBRA Agreement to any management company or other third party without prior written notice and consent by Housing.
- (f) If Housing consents to the Transfer, prior to any payments being received, Housing, the Owner, and the Transferee must complete and comply with the terms and conditions of the Housing "Consent to Assignment" attached hereto as Exhibit "B".
- (g) Housing shall not consent to any Transfer if any transferee, or any Principal or Interested Party of the transferee is debarred, suspended or subject to a denial of participation under 24 CFR Part 24 or is listed on the US General Services Administration list of parties excluded from Federal procurement or non-procurement programs or if any transferee is prohibited pursuant to Section 12 of this PBRA Agreement.

9. Extension and Cancellation

- (a) In the event the Owner desires to extend the Initial Term of this PBRA Agreement, for any period of time up to one additional year, then not later than 90 days prior to the expiration of the Initial Term or any subsequent term approved by Housing, the Owner shall submit a request to Housing in the form prescribed by Housing evidencing the Owner's desire to extend the Initial Term and, if applicable, request an increase in the Contract Rent pursuant to Section 7 hereof.
- (b) Prior to granting a requested extension, Housing may request, and the Owner shall provide, such information regarding the PBRA Units that Housing may reasonably deem necessary to make a decision regarding the Owner's request for an extension.
- (c) Upon receipt of a request to extend this PBRA Agreement, Housing shall advise the Owner no later than 30 days prior to the expiration of the Initial Term or any subsequent term as to whether Housing, in its sole discretion, will grant such extension and the terms of such extension for the PBRA Units, to include the Contract Rents, effective date, and the length of the extension in the form of a written amendment to this Agreement, signed by both parties.
- (d) Upon at least a 90-day written notice to the other party, either the Owner or Housing shall have the right to cancel this PBRA Agreement, at its sole option, for any reason whatsoever. In cases of negligence or willful misconduct of Owner Parties, breach or default under the PBRA Agreement, any failure to comply with any applicable law of governmental requirement, or alleged abuse and/or neglect of an Eligible Tenant by an employee or agent of the Owner, Housing reserves the right to terminate the PBRA Agreement immediately. In the event the PBRA Agreement is terminated prior to the expiration date of the Agreement, Housing Assistance Payment shall continue up to the termination date unless otherwise specified in the termination notice. All Owner obligations under this Agreement in sections (9) Indemnification (10) Insurance (14) Contract Monitoring and (15) No waiver of Sovereign Immunity shall survive termination. A termination of the PBRA shall not in any way effect a termination of any right or obligation under the Development Agreement entered by and between Owner and Housing,

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10. Contract Monitoring

- (a) To assure compliance with applicable State and Federal regulations and Housing policy and procedures, funding requirements and the terms of this PBRA Agreement, Housing may periodically conduct fiscal, administrative and/or programmatic contract monitoring (“monitoring”). The frequency and extent of the monitoring shall be at the discretion of Housing, and any absence of monitoring shall not be construed to relieve the Owner of the requirements of this PBRA Agreement.
- (b) The Owner shall cooperate with Housing contract monitoring as follows:
 - 1. The Owner shall maintain and permit Housing or its authorize representative to audit, examine, photocopy or extract all records, in whatever form they exist, as related to activities under this PBRA Agreement, to include original receipts, cancelled checks, detailed general ledgers, an inventory of supplies/equipment purchased with funds secured under this Agreement, housing or program expenditures, rental eligibility requirements, program data, revenue, billing records, records of substantiate outcomes and compliance with applicable Agreement terms, laws and regulations, licensure and insurance, and any other documents necessary to substantiate invoices.
 - 2. The Owner shall maintain all records related to the activities under this PBRA Agreement for a minimum of five (5) years after the Agreement has either expired or terminated.
 - 3. The Owner shall provide access to records of personnel involved in the creation or maintenance of records related to this PBRA Agreement and related PBRA Units. Personnel shall be required to provide information related to the records examined by Housing, if requested. In the event records contain information protected by privilege or confidentiality requirements, Housing shall execute a confidentially agreement related to the information secured prior to disclosure to the extent permitted by law.
 - 4. The requirement to comply with contract monitoring described in this Section 14 shall be included in (extended to) any contract between the Owner and an authorized independent contractor that provides services under this PBRA Agreement.
 - 5. Housing will attempt, in good faith, to resolve any dispute or non-compliance matter with the Owner related to this PBRA Agreement. To ensure accountability and future program success, Housing may, but is not required to, present a list of suggested corrective actions to the Owner.
 - 6. The Owner, upon receipt of the corrective actions, shall ensure each item identified is addressed within 30 days from the date of the corrective action notice, unless otherwise detailed within the notice or agreed upon by both Housing and the Owner.
 - 7. Nothing in this section shall be construed as prohibiting either party from immediately applying to a court of competent jurisdiction for legal or equitable relief or terminating the contract pursuant to Section 13.

11. No Waiver of Sovereign Immunity

- (a) Housing and the Owner agree that no references within this PBRA Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County’s “Resolution Regarding Limited Waiver of Sovereign Immunity” enacted October 6, 2003; or to in any other way waive Wake County’s defense of sovereign or governmental immunity from

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any cause of action, alleged or brought against Wake County for any reason if otherwise available as a matter of law.

12. Miscellaneous

- (a) Both parties have read and agree to be bound by all terms of this PBRA Agreement, that it constitutes the complete and exclusive statement of agreement between the parties and further that the Agreement is governed by the laws of the State of North Carolina. Any State-mandated changes may be made by official correspondence or memorandum signed by each party.
- (b) This PBRA Agreement may be amended or modified only by an executed written document signed and authorized on behalf of each of the parties hereto.
- (c) By executing this PBRA Agreement, the Owner certifies that all information provided, and all representation made by the Owner in the initial program application and any subsequent tenancy authorization documentation are true, complete and accurate in all material respects.
- (d) Both parties have read and agree to abide by the Violence Against Women Act (VAWA) 42 U.S.C. § 14043e-11 which provides housing protections for victims of domestic violence, dating violence, sexual assault, and stalking in many of HUD's housing programs. VAWA also requires the establishment of emergency transfer plans for facilitating the emergency relocation of certain tenants who are victims of domestic violence, dating violence, sexual assault, or stalking.
- (e) Both parties agree to be bound by the civil rights protections established under the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968) (the ACT) including the disability protections of the ACT and the prohibition to take any of the following actions based on race, color, national origin, religion, sex, familial status or disability:
 - a. Refuse to rent or sell housing
 - b. Refuse to negotiate for housing
 - c. Make housing unavailable
 - d. Deny a dwelling
 - e. Set different terms, conditions or privileges for sale or rental of a dwelling
 - f. Provide different housing services or facilities
 - g. Falsely deny that housing is available for inspection, sale, or rental
 - h. For-profit, persuade owners to sell or rent (blockbusting) or
 - i. Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.
- (f) Both parties agree to review and take into consideration the ***April 4, 2016, Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions*** in order to reasonably lower barriers to entry to housing. https://www.hud.gov/sites/documents/HUD_OGCGUIDAPPFHASTANDCR.PDF

13. Notices

- (a) Any notice or other communication given or made pursuant to this PBRA Agreement shall be in writing and shall be deemed given if (i) delivered personally or by courier, (ii) sent via confirmed facsimile or electronic mail transmission, (iii) sent by overnight courier, or (iv) mailed by registered or certified mail (return receipt requested), or postage prepaid to the receiving party at the following address:

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**If to Wake County Department of
Housing Affordability and Community
Revitalization (HOUSING), to:**

Wake County Housing
Attn: Contracts Manager
336 Fayetteville Street
Suite 400
PO Box 550
Raleigh, NC 27602
Email: Housinginfo@wake.gov

If to Owner, to:

New Bern Harmony Housing LLC
Attn: Tanya Eastwood
152 W 57th St
60th floor
New York, NY 10019-3386
tanya.eastwood@greyco.com

- (b) All notices or communication shall be deemed given on the date of the communication received via one of the prescribed vehicles listed in this Section 16.

14. E-Verify Requirements

- (a) By execution of this PBRA Agreement, and to ensure compliance with the Federal E-Verify requirements of the General Statutes of North Carolina, the Owner and any subcontractors related to this Agreement, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, N.C.G.S. 64-26(a) relating to the E-Verify requirements.

15. Iran Divestment and Divestment from Companies Boycotting Israel

- (a) By execution of this PBRA Agreement, the Owner certifies that as of the date of execution, receipt or submission, neither the Owner nor any subcontractor or vendor utilized in relation to this Agreement, is listed on the Final Divestment List created by the North Carolina Office of State Treasurer pursuant to N.C.G.S. 147, Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

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IN WITNESS WHEREOF, the parties hereto have agreed to and executed this Housing Provider Agreement for Project-Based Rental Assistance, effective as of the date first written above.

Newbern Harmony Housing LLC

DocuSigned by:
By: Tanya Eastwood
F2FE53D5240A474...

Name: Tanya Eastwood

Title: President & CEO

Date: 11/30/2024

WAKE COUNTY

Signed by:
By: Morgan Mansa
89D89210972F416...

Name: Morgan Mansa, MPPA, Director
Wake County Department of Housing Affordability and Community Revitalization

Date: 12/2/2024

Signed by:
By: Dwane J Holder
E180EDB457DF437...
Wake County Manager or Designee

Date: 12/2/2024

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signed by:
Scott Powell
52A124E1AF084F5...
Wake County Finance Officer

The person responsible for contract performance monitoring requirements is Lisa Jones.

Department Division Director Signature: Lisa Jones
DocuSigned by:
644746DEE7124F4...

Department Deputy Director Initials: MM
Initial

Department Head Initials: _____

EXHIBIT A

(*sample of the Rental Property Information Form completed at the initial lease and at any rent adjustment)

PBRA UNIT TERMS AND CONDITIONS

PBRA UNIT INFORMATION

OWNER: _____

ELIGIBLE TENANT: _____

PBRA UNIT ADDRESS: 40 total units; Unit address to be provided upon completion of final HAP Contract

COUNTY, CITY, STATE, ZIP: _____

PBRA AGREEMENT EFFECTIVE DATE: ___(Month/Day/Year)

DATE THE INITIAL TERM SHALL END: 6/30/26 (Month/Day/Year)

(Unless extended by Wake County pursuant to Section xx of the PBRA Agreement)

ELIGIBLE HOUSEHOLD MEMBERS AUTHORIZED TO RESIDE IN THE PBRA UNIT

Primary Head of Household	
Household Member 1	
Household Member 2	
Household Member 3	
Household Member 4	

(List all Household Members above and add supplemental pages, as needed.)

UNIT TYPE AND APPROVED RENT

TENANCY APPROVAL – UNIT TYPE	NUMBER OF BEDROOMS	NUMBER OF BATHROOMS	TOTAL SQUARE FOOTAGE	TOTAL RENT
<Single or Multi-Family>	<# BRs>	<# Baths>	<SQ Footage>	<Amount>

UTILITIES AND APPLIANCES					Responsible for Payment	
Utility or Appliance	Natural Gas	Electric	Heat Pump	Oil/Bottle Gas	OWNER	TENANT
Heating						
Cooking						
Other Electric						
Air Conditioning						
Water Heating						
Water						
Sewer						
Range/Microwave						
Refrigerator						

EXHIBIT B

CONSENT TO ASSIGNMENT*

*Can only be executed by Property Owner

This Consent to Assignment made this the _____ day of _____, _____ by and among WAKE COUNTY, a public body politic and corporate, organized and located in North Carolina, through its department Wake County Department of Housing Affordability and Community Revitalization (“Housing”) and _____ (“Assignor”), [an individual][a corporation/limited liability company duly organized under the laws of the State of North Carolina] and Assignee [an individual][a corporation/limited liability company duly organized under the laws of the State of North Carolina] (“Assignee”).

WHEREAS, Housing and Assignor entered into a Housing Project Based Rental Assistance Agreement (“PBRA Agreement”) on or about _____ providing for Assignor to receive Housing Assistance Payments (“HAP”) for an eligible housing unit with an address of: _____ (“PBRA Unit”);

WHEREAS, on _____, 20____, Assignor transferred ownership of the PBRA Unit to _____ via [general warranty deed] [special warranty deed] [other] recorded at Bk _____ Pg _____ of the Wake County Registry and desires to assign the PBRA Agreement to Assignee; and

WHEREAS, the PBRA Agreement provides that it shall not be assigned without the prior written consent of Housing;

WHEREAS, the Assignee is maintaining and shall maintain the PBRA Units in accordance with the terms and conditions of the PBRA Agreement for the remainder of the Term; and

WHEREAS, the Assignee represents that it is capable of performing all other terms and conditions of the PBRA Agreement for the remainder of the Term; and

WHEREAS, Housing desires to consent to the assignment of the PBRA Agreement from Assignor to Assignee upon the terms and conditions herein.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties to this Consent to Assignment, the Parties agree as follows:

1. Effective as of _____, _____ Assignor shall assign all of the rights, title and interest in and to the PBRA Agreement, including the right to receive payment from the Effective Date forward, to Assignee, the effectiveness of such assignment pending only the consent of Housing and the performance of the conditions set forth in Paragraph 6.
2. As a requirement of this assignment, Assignor represents and warrants to Housing that through the date of this Consent to Assignment, Assignor and Housing have complied with terms of the PBRA Agreement, and no further payment or performance is due to Assignor. Assignor agrees that the authorization of this Assignment shall not operate to release Assignor in any way from any of its obligations under the PBRA Agreement if any should exist; and Assignor acknowledges that it shall remain liable for the performance of obligations, representations, and warranties of the PBRA Agreement prior to the date of this Consent to Assignment.

3. As a requirement of this assignment, Assignee represents and warrants to Housing that from the date of this Consent to Assignment forward, it shall and does remain liable for the performance of obligations, representations, and warranties of the PBRA Agreement from the date of this Consent to Assignment forward;

and that the information contained in the PBRA Unit Terms and Conditions remains true and correct.
4. Housing agrees to and consents to the assignment of the PBRA Agreement to Assignee for the remainder of the effective Term as provided herein.
5. This Consent to Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina.
6. As a condition of and contemporaneous with this Consent to Assignment, Assignee shall:
 - a. provide Housing with any new notice or contact information to be substituted for Assignor information;
 - b. maintain at its own expense all insurance coverages required by the PBRA Agreement in effect in like amounts and provide Housing with proof of coverage.
 - c. register as a Wake County vendor for the purpose of receiving payment pursuant to the PBRA Agreement.
7. The Assignor and Assignee herein have full authority, right, title, and interest to execute this Consent to Assignment.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties have caused this Consent to Assignment to be executed and delivered by their duly authorized officers or representatives as of the date first above written.

ASSIGNOR:

[name of Owner/Assignor]

By: _

Title: ____

Date: ____

ATTEST:

Title: ____

Date: ____

ASSIGNEE:

[name of Assignee]

By: _

Title: _____

Date: _____

ATTEST:

Title: _____

Date: _____

WAKE COUNTY

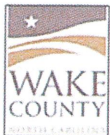
By: _____

Morgan Mansa, MPPA, Director

Wake County Department of Housing Affordability and Community

Revitalization Date: _____

EXHIBIT C



Department of Housing Affordability & Community Revitalization
220 Swinburne Street
P.O. Box 46833
Raleigh, NC 27620-6833
Phone (919) 212-9378 Fax (919) 212-9385

Date

Landlord
Landlord Address

Re: Tenant Name
Monthly Rent

tenant name residing at **tenant address**

Effective Date: 12/1/18

\$ Rent paid as outlined

\$ Paid by Tenant

\$00 Paid by Wake County Rental Assistance

Please contact the Case Manager listed below if you have questions or concerns regarding any tenant housing.

Sincerely,

Staff title

Case Manager contact information listed here

cc: tenant
tenant file
landlord