

AGREEMENT TO VOLUNTARILY PERFORM SERVICES

This agreement is made between Bristol Bay Housing Authority, PO Box 50, Dillingham, AK 99576 (hereafter "BBHA"), and _____ of _____ (hereafter "Homeowner").

Whereas, BBHA is the Tribally-Designated Housing Entity for _____, an Alaska Native tribe, and Homeowner is a member of said tribe, and the parties desire that BBHA should provide the following services for Homeowner regarding Homeowner's house in _____, Alaska: _____

_____ pursuant to the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), and

Whereas, Section 104(b)(2) of NAHASDA contains a statutory exemption for volunteer workers on NAHASDA-assisted projects. Section 104(b)(2) is implemented by 24 CFR 1000.16 and 24 CFR part 70, and

Whereas, Homeowner desires to voluntarily contribute his/her labor in constructing the above improvements (hereafter "the Work").

Now, Therefore, the parties agree as follows:

1. Homeowner agrees to voluntarily contribute his/her labor in performing the Work without payment of any kind except for payment of certain expenses, reasonable benefits or nominal fees as approved by HUD and hereafter discussed. Homeowner expressly waives any right to payment of wages, including but not limited to, Davis-Bacon wages and prevailing wages.

2. Homeowner agrees to perform the Work for civic, charitable, or humanitarian reasons, without promise, expectation or receipt of compensation for services, and that Homeowner offers his/her services freely and without pressure and coercion, direct or implied, of any kind.
3. Homeowner shall not be otherwise employed at any time in the work for which the Homeowner volunteers.
4. Pursuant to 24 CFR 70.3(b) BBHA shall pay Homeowner certain *expenses, reasonable benefits, or nominal fees* without Homeowner's volunteer status being lost, but only after a determination is made by HUD on a case-by-case basis by examining the total amount of payments made (expenses, benefits, fees) in the context of the economic realities of the particular situation. Subject to this determination:
 - (a) A payment for *expenses* may be made to Homeowner as reimbursement for reasonable cleaning expenses or wear and tear on personal clothing worn while performing the Services. Additionally, reimbursement for approximate out-of-pocket expenses for the cost of meals and transportation expenses may be made.
 - (b) *Reasonable benefits* may constitute inclusion of Homeowner in group insurance plans (such as liability, health, life, disability, worker's compensation) or pension plan or length of service awards.
 - (c) A *nominal fee* is not a substitute for compensation and must not be tied to productivity. The decision as to what constitutes "nominal" must be made on a case-by-case basis and in the context of the economic realities of the

situation. The phrase *economic realities* means that in determining whether the fee is “nominal,” the amount of the fee must be judged in the context of what paid workers doing the same work would earn in the particular locality involved. For example, a “payment” made to a “homeless” volunteer in an amount which covers basic necessities but nonetheless represents an insignificant amount when compared with local cost of living and real wages may be determined to be nominal for purposes of qualifying as a volunteer, provided the payment is not in fact a substitute for compensation and is not tied in any way to productivity.

5. Prior to paying any expenses, reasonable benefits, or nominal fees to Homeowner, BBHA shall request a determination from HUD that said payments meet the criteria in 24 CFR 70.3(b) as set out above. Pursuant to 24 CFR 70.4 HUD shall provide BBHA with a written determination within ten (10) days of receipt by HUD of sufficient information to allow for the determination. HUD’s determination shall be final and binding on the parties.
6. This agreement shall become effective upon approval by HUD.

BRISTOL BAY HOUSING AUTHORITY

HOMEOWNER

Executive Director

Date_____

Date_____