

CITY OF HIGH POINT
REQUEST FOR PROPOSALS



CITY OF HIGH POINT CONSOLIDATED PLAN 2020-2024

DUE DATE: AUGUST 16, 2019 by 4:00 PM (EST)

City of High Point
Community Development & Housing Department
211 S. Hamilton Street, Suite 312
High Point, NC 27260

Questions must be in writing and directed to Thanena Wilson at thanena.wilson@highpointnc.gov.

The deadline to submit questions is August 9, 2019.

Funding provided by the U.S. Department of Housing and Urban Development.

**THE CITY OF HIGH POINT
REQUEST FOR PROPOSALS (RFP)**

**5-YEAR CONSOLIDATED PLAN/1-YEAR ANNUAL ACTION PLAN, ANALYSIS OF
IMPEDIMENTS TO FAIR HOUSING CHOICE, HOUSING MARKET ANALYSIS, AND
HOUSING AND HOMELESS NEEDS ASSESSMENT**

The City of High Point, North Carolina is requesting proposals for consulting services from qualified individuals and/or firms with experienced principal staff to carry out an extensive planning process which results in the preparation of a five-year HUD approved Consolidated Plan (2020-2024), one-year Annual Action Plan (2020-2021), Analysis of Impediments to Fair Housing Choice, Housing Market Analysis, and Housing and Homeless Needs Assessment pursuant to Title 24 Code of Federal Regulations Part 91. In May 2020, the City will be required to submit to the U.S. Department of Housing and Urban Development a Consolidated Plan, which will provide the framework for the use of federal Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) entitlement funds for the five-year period: July 1, 2020 through June 30, 2025.

BACKGROUND

The City of High Point has been a designated Entitlement Community since the passage of the Housing and Community Development Act of 1974. As a CDBG Entitlement Community and a Participating Jurisdiction (PJ) in the HOME program, the City is required to prepare and adopt a five-year Consolidated Plan. The Consolidated Plan identifies the City's housing and community development needs and establishes the framework for a means to provide decent housing, a suitable living environment and expand economic opportunities. An Annual Action Plan is then prepared each year that identifies the strategies and funding priorities to implement the Consolidated Plan.

High Point's location midway between the legendary Great Smoky and Blue Ridge mountains and the famed Carolina coastline - joined with a well-planned transportation network and a mild climate - provides an inherent balance of business, home and leisure for High Point's residents. Chartered in 1859, High Point got its name by being 939 feet above sea level, the highest point on the North Carolina Railroad. Thanks to this strategic location and skilled labor force, High Point's business community has continued the city's entrepreneurial tradition.

High Point has an ideal location situated in the center of North Carolina's Piedmont Triad Region. Our corporate city limits currently totals 56+ square miles and is the only municipality in North Carolina that lies in four counties: Guilford, Forsyth, Randolph, and Davidson. With a careful land use plan developed and annexation agreements with neighboring communities established, High Point is well positioned for expansion to the north, east and west, growing eventually to a total of 94 square miles.

SCOPE OF WORK

The consultant will collaborate with High Point's Community Development and Housing Department in the identification, development, scheduling and implementation of activities designed to complete the Consolidated Plan and related documents. Scope of work will include but is not limited to the following:

1. Clearly convey the intent of the Consolidated Plan to a broad audience, explaining the purpose the plan serves, the strategies, goals and the approach needed to execute community development initiatives.
2. Conduct an analysis of High Point's housing market and illustrate comparisons with other municipalities in the county and region.
3. Assess and measure the affordable housing needs among various groups of populations in the community; such as low- and moderate-income senior citizens, minority populations, mentally and/or physically disabled, single parents, families, and individuals.
4. Conduct an analysis of barriers to affordable housing and impediments to the Fair Housing Act, Americans with Disabilities, and the Civil Rights Laws for renters and potential homeowners.
5. Determine the sustainability of affordable housing in High Point relative to the housing market analysis and economic trends.
6. Examine zoning and compliance ordinances that may support affordable housing development and sustainability and be applicable in High Point.
7. Recommend a comprehensive implementation strategy for addressing any current or projected housing needs which is consistent with the intent and goals of the Consolidated Plan. Also, present concise short- and long-term strategies that take into consideration the following:
 - a. An assessment of the City's affordable housing efforts and initiatives;
 - b. The impact of population and demographic shifts that may affect affordable housing needs;
 - c. The sustainability of affordable housing compared to the housing market trends;
 - d. The internal processes and external influences that may negate the support and development of affordable housing;
 - e. The analysis of the City's capacity to build consensus among various stakeholders to expand, preserve and create affordable housing partnerships;

- f. The examination of community development models that foster a thriving holistic approach toward housing while defeating NIMBY-ism;
 - g. The feasibility and price points associated with mixed income projects which include components of affordable housing; and
 - h. Analysis of housing and homeless needs to include strategies to alleviate chronic homelessness.
- 8. Non-Housing community development needs assessment.
 - 9. Any other items necessary to meet HUD requirements for a Consolidated Plan, Annual Action Plan, and Analysis of Impediments, Housing Market Analysis, and Housing and Homeless Needs Assessment.

PROJECT APPROACH

The City of High Point will expect the consultant to have the capacity to exercise independent judgement and to perform those actions necessary to achieve the project objectives in a manner consistent with those expected of senior technical and management staff. While the consultant will be working under the general direction of the Community Development and Housing Director, it should be understood the City will rely on the personnel, experience and expertise of the consultant to ensure all necessary components of the process are completed in a timely manner.

The approach proposed for this project should incorporate the following elements, in addition to any other elements or tasks that may be deemed necessary:

1. Citizen Participation Process

Based on the consultant's professional expertise, the project scope and desired timeframe, the consultant should propose an inclusive and dynamic process for public involvement that engages the following stakeholder groups: (1) Residents of High Point; (2) High Point's developer focus group; (3) Planning and Zoning Board; (4) City of High Point staff; (5) High Point City Council; (6) Human Relations Commission and staff; (7) Housing Authority of the City of High Point; and (7) the general public. The consultant may wish to explore focus groups with targeted populations and/or areas. A stakeholder's group will be formed specifically to work with the City staff and consultant on this project and process. The recommended process may include a combination of techniques and formats that foster transparency and consensus building.

2. Coordination with and feedback from City Staff

The approach suggested by the consultant should include steps that ensure that the final product will be developed in close coordination with City staff and will include opportunities for interactive feedback from staff as the work proceeds. The consultant should be available for a sufficient number of meetings with City staff to ensure successful

coordination and completion of the project. The consultant and City staff will meet at the outset of the project to finalize and coordinate the project schedule and approach.

The City will provide copies of existing plans, data and documents needed including:

- 2015-2019 Consolidated Plan related Annual Action Plans, and all plan amendments.
- Current Community Development programs, policies and incentives and related materials.
- Copies of relevant City plans, studies, analyses, ordinances as needed.
- Contact lists of local agencies, neighborhood organizations, special interest groups and others to be invited to participate in the process.

The City will be responsible for arranging, scheduling, and providing facility space for meetings, including meetings with public officials.

RFP RESPONSE

Proposals should be a bound 8.5"x11" document that should lie flat when opened. The proposal is to be organized and tabbed in the following manner:

1. Introductory Letter: A clear and concise response as to why the City of High Point should select your firm for this work.
2. Firm Background: Background on the firm and its associated specialties.
3. Project Approach: A summary of the firm's anticipated approach for the completion of the Consolidated Plan.
4. Previous Experience: A summary of the firm's experience in working with similar projects, which are similar in scope to this project, and which demonstrate pertinent corporate and key personnel experience.
5. Proposed Personnel: Professional resumes for key personnel that would be assigned to the project, including level of responsibility for projects similar in scope.
6. Project Costs: Provide a detailed budget for the project.
7. Project Hours: Estimate in detail the number of hours the leading staff members will work on the project. Also estimate the number of hours any other staff members will work on this project.
8. Attachments: A-E
9. Provide any additional information the respondent believes to be relevant to the City of High Point's selection efforts.

Firms/individuals responding to this solicitation should mail three hard copies and one digital copy (flash drive) of their proposal and direct all inquiries to:

Thanena Wilson, Assistant Director
City of High Point, Community Development & Housing Department
211 South Hamilton, Suite 312
High Point, NC 27260
Phone: (336) 883-3351 Fax: 336-883-3355
E-mail: thanena.wilson@highpointnc.gov

To be considered, proposals must be received no later than **4:00 p.m. (EST) on August 16, 2019.**

Late Submissions

Proposals not received by the date and time specified in this Request for Proposals will not be considered.

SELECTION CRITERIA

A panel of City of High Point staff members will review the submitted proposals based on the evaluation factors below:

1. **Firm experience/reputation/workload:** Experience of the firm in similar work and record of success results. Specifically, firms are expected to demonstrate experience in the following areas:
 - Knowledge of the CDBG and HOME programs.
 - Policies and strategies for working with consensus building with a focus around housing and community development initiatives.
 - Demonstrated understanding of inter-related concepts that may involve land use, zoning and compliance ordinances, and holistic community development and housing.
 - Ability to complete the project based on its current workload.
 - Demonstrate understanding of the City's goals and purpose for this project.
 - Clearly convey a specific management approach and in how the firm proposes to achieve the project's timeline.
 - Ability to offer the breadth and quality of services required for the project will also be considered.

2. **Experience of the personnel assigned to the project team:** The City of High Point will place considerable weight on the individual qualifications of the project team members who will be assigned the work on this project. Considerations will include

qualifications of key personnel, project team member's individual experience and other qualifications, project manager's experience, sub-consultants' (if any) individual experience and other qualification.

3. **Response to the project objectives outlined in the RFP:** This includes demonstrated understanding of scope of project, innovative suggestions that may increase the value of this project, demonstrated ability to present technical data in a user-friendly format with appropriate use of graphics.
4. **Adherence to the proposed format.**
5. **Schedule:** The proposed schedule for performing the work for the project. The selected firm must be able to begin work within two weeks for notice to proceed.
6. **Fee Proposal:** The City of High Point will consider the fees in the overall evaluation of the proposals. In addition, provide a separate fee schedule for supplemental charges that may be assumed at the discretion of the City and through a future contract addendum. These could include: fees for conducting additional public meetings, additional meetings with City staff, additional stakeholder or community meetings, additional iterations or revisions, etc.

SELECTION PROCESS AND SCHEDULE

City of High Point staff will review all submitted proposals to determine those firms which may be granted an interview. Following any interviews, staff will attempt to negotiate an agreement with the top ranked firm. If an agreement cannot be reached with the top ranked firm, that firm shall be removed from consideration and staff will proceed with discussions with the second ranked firm. This process may be repeated as many times as necessary until an agreement satisfactory to both parties can be negotiated.

The projected schedule for selecting a consultant for this project is as follows:

<u>ACTIVITY</u>	<u>DATE</u>
Distribute RFP to Consultants	Week of July 15, 2019
Proposals due to City of High Point	August 16, 2019
Review of Proposals by City	August 19-23, 2019
Interview of Finalists	August 26-30, 2019
Selection of Consultant	Sept. 3, 2019

The City of High Point reserves the right to request clarification of submittal or additional information from applicants. Failure to provide additional information, if requested, within a

reasonable amount of time, shall be reason for the firm's offer to be considered non-responsive. The City of High Point reserves the right to disqualify from consideration proposals received after the time and date specified above. Any proposal may be withdrawn or modified by written request of the respondent, provided such request is received by the City of High Point at the above address indicated as contact information prior to the date and time set for receipt of proposals. In submitting these qualifications, it is understood by the respondent that the City reserves the right to reject any or all bid proposals, waive technicalities, and to be the sole judge of the suitability of the proposed services for its intended use and further specifically reserves the right to make the award in the best interests of the City.

If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be specifically identified as such on every page on which it is found. Data or information so identified will be used by the City of High Point solely to evaluate proposals and conduct contract negotiations.

The procurement of these professional services shall be in accordance with the North Carolina Public Procurement Act and Community Development Block Grant guidelines. The City of High Point is an Equal Opportunity employer.

CONSULTANT INFORMATION

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

E-MAIL: _____

REFERENCES

Customer Name: _____

Customer Contact: _____

Customer Phone Number: _____

Customer Address: _____

Type of Project: _____

Length of Project: _____

Customer Name: _____

Customer Contact: _____

Customer Phone Number: _____

Customer Address: _____

Type of Project: _____

Length of Project: _____

Customer Name: _____

Customer Contact: _____

Customer Phone Number: _____

Customer Address: _____

Type of Project: _____

Length of Project: _____

FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION (below). The City of High Point is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the City of High Point within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past litigation or findings of any past litigation or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

If any one or more of the foregoing boxes is NOT checked, explain the reason in the space below or add additional pages.

Authorized Signature

Printed Name and Title

EXECUTION OF PROPOSAL

By submitting this proposal, the potential Vendor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 10 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed quote.
- All labor costs, direct and indirect, have been determined and included in the proposed quote.
- The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions. If exceptions exist, they must be listed on a separate sheet.

Therefore, in compliance with this Request for Proposals and subject to all conditions herein, the undersigned offers and agrees, if this Proposal is accepted:

PROPOSAL (QUOTE): \$ _____

(Signature) _____ TITLE: _____

BY: _____ DATE: _____
(typed or printed name)

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All Proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the Proposal.
2. **CERTIFICATION:** By executing the Proposal, the signer certifies that this Proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The City shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated. Reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate Proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective Proposal are not desired.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the City will not reimburse any offeror for any costs incurred prior to award.
7. **TIME FOR ACCEPTANCE:** Each Proposal shall state that it is a firm offer which may be accepted within a period of **30** days. Although the contract is expected to be awarded prior to that time, the 30-day period is requested to allow for unforeseen delays.
8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its Proposal the offeror agrees not to discuss or otherwise reveal the contents of the Proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Only those communications with the using agency or issuing agency authorized by this RFP are permitted. All offerors are advised that they are not to have any communications with the using or issuing agency during the evaluation of the Proposals (i.e., after the public opening of the Proposals and before the award of the contract), unless the City's purchaser contacts the offeror(s) for purposes of seeking clarification. An offeror shall not: transmit to the issuing and/or using agency any information commenting on the ability or Proposals of other offerors to perform the advertised contract and/or the other offerors' Proposals and/or prices at any time during the procurement process; or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this RFP. Offerors not in compliance with this provision may be disqualified, at the option of the City, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the City when received.
11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its Proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or

provide clarification concerning the firm's Proposal.

12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work (if permitted) provided that their Proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the Proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: In order to do business with the City of High Point, you will need to register by going to the City of High Point Purchasing website at <https://www.highpointnc.gov/1068/New-Vendor-Registration>.

The City of High Point Attorney's Office requests that in order to do business with the City of High Point vendors must be registered with the North Carolina Secretary of State. **NC SECRETARY of STATE REGISTRATION:** *If your company is organized (i.e. incorporation, LLC, etc.)* and you are the SUCCESSFUL bidder, you must be registered with the NC Secretary of State <http://www.secretary.state.nc.us/Corporations/CSearch.aspx>.



NORTH CAROLINA'S INTERNATIONAL CITY™

(SAMPLE ONLY)

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”) is entered into this _____ day of _____, 201__, by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation with a principal place of business of P.O. Box 230, High Point, North Carolina 27261 (“City”), and _____, a Corporation authorized to do business in the State of North Carolina, with a principal place of business of _____ (“Service Provider”).

SERVICES

WHEREAS, the City desires to engage the Service Provider to provide the services described in the attached **Exhibit A; the RFP and RFP Response** (“Services”). The Services include all additional services reasonably implied and inferred therefrom or customarily provided in the performance of services of the nature to be provided by the Service Provider pursuant to the Agreement;

WHEREAS, the Service Provider desires to render the Services, and has the experience, staff and resources to perform the Services;

NOW, THEREFORE, the City and the Service Provider, in consideration of their mutual covenants, hereby agree as follows:

SECTION I. PROVISION OF THE SERVICES

A. Provision of and Payment for the Services. The Service Provider shall provide the Services consistent with the terms of the Agreement. The City shall pay the Service Provider for the provision of the Services consistent with the terms of the Agreement.

B. Independent Contractor. The Service Provider is an independent contractor. The Service Provider, its employees, subcontractors, suppliers and consultants are not, individually or collectively, to be deemed an employee or employees of the City under any circumstances. The Agreement shall not under any circumstances be construed to make the City and the Service Provider, joint venturers, partners or parties to similar relationships with each other.

SECTION II. RESPONSIBILITIES OF THE SERVICE PROVIDER

A. Service Provider’s Work. The Service Provider shall be responsible for the full provision of the Services, the professional quality and technical accuracy of the Services, the preparation of all reasonably required and customary documentation relating to the Services, and

the coordination of all activities relating to the Services.

B. Standard of Care. The Service Provider shall provide the Services in a manner consistent with best practices in the industry with which the Services are associated.

C. Timeliness of Performance. The Service Provider shall provide the Services in a timely fashion consistent with the City's scheduling requirements. The Service Provider shall provide the Services in accordance with the schedule set forth in **RFP and RFP response (Exhibit B)**.

D. Compliance with Applicable Law. The Service Provider shall comply with all Federal, State and local laws and ordinances applicable to the Services. The Service Provider shall not discriminate on the grounds of race, color, religion, sex, age, disability or national origin in the performance of the Services. The Service Provider shall at all times comply with all safety and health regulations, standards and codes applicable to the Services.

E. The Service Provider's Representative. Prior to provision of the Services, the Service Provider shall by written notice to the City designate a representative to act on behalf of the Service Provider with respect to the Agreement and the Services. The Service Provider's representative's decisions, agreements and actions relating to the Agreement and the Services shall be binding upon the Service Provider. If the City requests that the Service Provider designate a different representative to act on behalf of the Service Provider with respect to the Agreement and the Services, the Service Provider will do so within five (5) business days of the Service Provider's receipt of written notice from the City regarding this request. If the Service Provider decides to change its designated representative, the Service Provider will give written notice to the City of its new designated representative.

F. Warranty. The Service Provider fully warrants the Services provided pursuant to the Agreement and does not disclaim any express or implied warranty potentially applicable to the Services.

G. Bonds. The Service Provider shall provide any payment bond or performance bond required by the City. The City will provide written notice to the Service Provider of the need, if any, to provide payment and/or performance bonds relating to the Services prior to the commencement of the Service Provider's provision of the Services. If the City requests that a payment and/or performance bond be provided by the Service Provider, the required bond or bonds will be provided by the Service Provider prior to the Service Provider's provision of the Services.

SECTION III. RESPONSIBILITIES OF THE CITY

A. Payment to the Service Provider. The City shall make payments to the Service Provider for the Services consistent with the Agreement.

B. The City's Representative. Prior to the Service Provider's provision of the Services, the City shall by written notice to the Service Provider designate a representative to act on behalf of the City with respect to the Agreement and the Services. The City's representative's

decisions, agreements and actions relating to the Agreement and the Services shall be binding upon the City. If the City decides to change its designated representative, the City will give written notice to the Service Provider of its new designated representative.

SECTION IV. TERM OF THE AGREEMENT

A. Term. The term of the Agreement is for _____ from the date designated by the City for the Service Provider to begin provision of the Services (“Commencement Date”).

B. The Commencement Date. The Commencement Date is _____.

C. No Automatic Renewal. The Agreement will not be automatically renewed. The City and the Service Provider can agree to continue their contractual relationship with regard to the Services after the expiration of the term, either consistent with the Agreement or otherwise.

SECTION V. PAYMENT

A. Total Payment. The City will pay the Service Provider the total amount of \$ _____ for the Service Provider’s full provision of the Services.

B. Invoices.

1. Timing of Invoices. The Service Provider shall submit invoices to the City in a form acceptable to the City on a periodic basis during the Service Provider’s provision of the Services. Invoices will be submitted by the Service Provider to the City no more frequently than once per month.

2. Information Required in Invoices. Each invoice submitted to the City by the Service Provider shall contain sufficient information regarding the work covered by the invoice and the amount charged by the Service Provider for the work covered by the invoice to allow the City to properly review and process the invoice, and to properly include the invoice in any audit related to the Agreement or the Services. Each invoice shall contain a reference to the Agreement sufficient to allow the City to relate the invoice to the Agreement.

3. Submission of Invoices. Invoices shall be submitted by the Service Provider to the City as follows:

- a. Invoices hand delivered or mailed to the City shall be sent to:
The City of High Point
Community Development & Housing Department
P.O. Box 230
High Point, NC 27261

4. Invoice Review Process. The City shall have ten (10) calendar days from the City’s receipt of an invoice to report any concerns about the invoice to the Service Provider. Any concerns, whether with respect to the form of the invoice or the work covered by the invoice,

shall be promptly addressed by the Service Provider to the reasonable satisfaction of the City. The Service Provider shall submit a revised invoice after the City's concerns about an invoice have been addressed. The City shall pay each accurate and properly submitted invoice within thirty (30) calendar days of the City's receipt of the properly submitted invoice.

5. Maintenance of Documents. The Service Provider shall maintain all documents, accounting records, electronically stored information and other evidence pertaining to the Services and shall make such materials available for inspection by the City or its representatives or agents during the term of the Agreement and for four (4) years from the date of final payment under the Agreement.

SECTION VI. TERMINATION

A. Default. The Agreement may be terminated by either party if the defaulting party fails to materially perform its obligations under the Agreement. With regard to the Service Provider, grounds for termination include, but are not limited to: (i) refusing or failing to provide sufficiently skilled and qualified personnel to perform the Services; (ii) failing in any material respect to perform the Services in a timely fashion; (iii) causing, by any act or omission, the stoppage or delay of or interference with any other work or services being performed or provided by or on behalf of the City; (iv) failing to make payments to subcontractors or suppliers in accordance with the Service Provider's agreements with the subcontractors or suppliers; (v) disregarding any applicable law relating to the provision of the Services; (vi) materially failing to comply with any provision of the Agreement; or (vii) becoming insolvent, having a receiver appointed, or making a general assignment for the benefit of creditors. With regard to the City, grounds for termination include, but are not limited to: (i) failure by the City to make a required payment with ten (10) calendar days of the time specified by the Agreement, provided written notice of non-payment is received by the City from the Service Provider; or (ii) otherwise breaching a material term of the Agreement.

B. Termination for Convenience by the City. The City may terminate the Agreement for the convenience of the City. If the Agreement is terminated for convenience by the City, the Service Provider shall be paid for the portion of the Services satisfactorily provided by the Service Provider through the date upon which written notice of the City's termination is sent to the Service Provider.

C. Notice of Termination/Opportunity to Cure. Written notice to either party of termination of the Agreement shall be provided consistent with the notice provisions of the Agreement. If the termination is based upon a default, the defaulting party shall have ten (10) days, or such longer period established by the terminating party, after receipt of notice to cure the default to the reasonable satisfaction of the non-defaulting party. If the default is not cured in the designated period, the Agreement shall be deemed terminated.

D. Post-Termination Obligations. Upon any termination of the Agreement, the Service Provider shall: (1) promptly discontinue provision of the Services (unless a termination notice from the City directs otherwise); and (2) deliver or otherwise make available to the City all documents, accounting records, electronically stored information and other information

accumulated by the Service Provider in the provision of the Services.

E. The City's Post-Termination Provision of the Services. Upon termination of the Agreement, the City may complete the Services required under the Agreement in any manner deemed appropriate by the City.

SECTION VII. INDEMNIFICATION

A. General Indemnification. The Service Provider shall indemnify, hold harmless and defend the City, its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to the Service Provider's provision of the Services.

B. Intellectual Property Indemnification. If any aspect of the Services provided by the Service Provider pursuant to the Agreement becomes, or is likely to become, the subject of any claim, suit or proceeding arising from or alleging facts that if true would constitute infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party, the Service Provider shall at its own expense secure for the City the right to continue use of the materials or services at issue, or replace or modify the materials or services at issue to make them non-infringing.

C. The Service Provider shall also fully indemnify, hold harmless and defend the City and its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to any alleged infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party.

SECTION VIII. INSURANCE

A. Types and Amounts of Insurance. The Service Provider shall, at its own cost and expense, procure and maintain, and cause all subcontractors and suppliers to procure and maintain, in full force and effect at all times from the Commencement Date of the Agreement until three (3) years after completion of the Service Provider's provision of the Services, the following insurance coverages:

1. Worker's compensation insurance in statutory limits required by applicable law, and employer's liability insurance in an amount not less than \$500,000.00 each accident, \$500,000.00 disease each employee and \$500,000.00 disease policy limit;

2. Commercial general liability insurance with a combined single limit for personal injury (including bodily injury and death) and property damage (including loss of use) of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 products and completed operations aggregate and \$2,000,000.00 general aggregate. Such coverage shall include the indemnification obligations of the Service Provider under this Agreement;

3. Commercial vehicle liability insurance for any vehicle (including owned, hired, rented and non-owned vehicles) with a combined single limit for each accident of not less than \$1,000,000.00;

4. Umbrella or excess liability insurance on a “following form” basis, which shall provide coverage in excess of the coverage required to be provided by the Service Provider for employer’s liability insurance, commercial general liability insurance and commercial vehicle liability insurance coverage, with limits of not less than \$5,000,000.00 combined single limit each occurrence and \$5,000,000.00 aggregate limits; and

5. Professional liability or errors or omissions insurance covering all liability arising out of or based upon any negligent design, engineering, planning, consulting or other provision of the Services, with a limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 annual aggregate.

B. The City as Additional Insured. The City, its employees, agents and representatives shall be listed as an additional insured on all insurance coverages procured by the Service Provider pursuant to the Agreement.

C. Certificates of Insurance. The Service Provider prior to the Service Provider’s provision of the Services will provide properly completed certificates of insurance showing the existence and effective dates of all coverages required under the Agreement. The required form certificates of insurance are included in the Agreement as **Exhibit C**.

SECTION IX. DISPUTE RESOLUTION

A. Negotiation. In the event that any claim, dispute or controversy arising out of or relating to the Agreement (including a default, termination or any invalidity thereof, and whether arising out of tort or contract) cannot be resolved informally within ten (10) calendar days after the dispute arises, either party may give written notice to the other party requesting that representatives of the parties’ senior management meet in an attempt to resolve the dispute. Each such representative shall have full authority to resolve the dispute and shall meet at a mutually agreeable time and place within fifteen (15) calendar days (or such longer time, if agreed by the parties), after receipt by the non-notifying party of such notice. The meeting between management representatives can take place by telephone.

B. Litigation. Any dispute not resolved through negotiation shall be decided by litigation. Litigation of any dispute shall be brought exclusively in a Federal or State court in Guilford County, North Carolina. Each party hereby consents to personal jurisdiction in any legal action brought in any State or Federal court in Guilford County, North Carolina. Each party further consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified U.S. mail, postage prepaid to the party at its notice address specified in the Agreement, or by such other method complying with the rules and procedures of such courts.

C. Continuation of Performance of the Services During Dispute. Notwithstanding any dispute and provided that performance is requested by the City, it shall be the responsibility of the Service Provider to continue to provide the Services in conformity with the Agreement during the pendency of the dispute. The City shall, subject to its right to withhold amounts to cover damages allegedly caused by the Service Provider's default, continue to pay the Service Provider undisputed amounts in accordance with the Agreement. This paragraph shall not apply in the event of a termination of the Agreement by either party.

SECTION X. NOTICE

Any notice given pursuant to the Agreement shall be in writing and signed by a representative of the party giving such notice. Written notice may be: (a) hand-delivered; (b) sent by facsimile transmission; or (c) sent by overnight courier, messenger or registered or certified U.S. mail, postage prepaid, return receipt requested. Written notice shall be delivered to the City and the Service Provider at the following addresses:

Notice to the City:

Address for hand-delivery or mailing:

The City of High Point
Community Development & Housing Department
211 S. Hamilton Street
P.O. Box 230
High Point, NC 27261

Notice to the Service Provider:

Address for hand-delivery or mailing:

A notice shall be deemed received by the party to whom it is sent: (a) in the case of hand-delivery or delivery by overnight courier messenger or registered or certified U.S. mail, postage prepaid, return receipt requested, on the date of delivery of the notice to the party; and (b) in the case of facsimile transmission, on the date of the transmission by the sending party.

The addresses listed above with regard to the receipt of notice may be changed at any time by a party through the provision of notice of the change in accordance with this Section. Any change shall become effective on the date the notice of the change is deemed received by the party to whom it is sent.

SECTION XI. MISCELLANEOUS

A. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (without giving effect to the principles thereof relating to conflicts of law).

B. Successors and Assigns. The Agreement shall be binding upon the parties, their successors and permitted assigns. Neither the City nor the Service Provider shall assign, sublet or transfer any interest in the Agreement without the prior written consent of the other party, which may be withheld for any reason.

C. Minor Changes in the Services. The City and the Service Provider agree that the City is entitled to request minor changes in the Services to be provided by the Service Provider under the Agreement, and that the Service Provider will provide such revised Services as requested by the City. Compensation relating to any such revision shall be based upon agreement between the City and the Service Provider, or through the claim resolution process set forth herein. The Service Provider may not withhold performance of a minor requested change to the Services on the ground that an agreement regarding compensation relating to the change has not been reached.

Any changes or modifications of the Services, as well as any other revisions to the Agreement, shall be reduced to writing, dated, executed and made part of the Agreement.

D. Disclosure. The Service Provider agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or the provision of the Services, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished with regard to the Agreement or the provision of the Services, without first notifying the City and securing its consent in writing. The City may withhold its consent for such disclosure for any reason. The Service Provider also agrees that it shall not publish, copyright or patent any of the data furnished to it in relation to the Agreement.

E. Conflict. In case of a conflict between the provisions of the Agreement and the provisions of any attachment or other document referenced by or incorporated into the Agreement, the provisions of the Agreement shall prevail. Any terms and conditions or similar provisions submitted by the Service Provider shall not be part of the Agreement unless agreed upon in writing by the City. If such terms and conditions or other provisions are submitted by the Service Provider and agreed upon by the City, the provisions of the Agreement shall prevail in the event of a conflict between the provisions of the Agreement and the terms and conditions or other provisions submitted by the Service Provider.

F. Captions. The captions contained in the Agreement are for convenience and reference only, and do not define, describe, extend or limit the scope or intent of the Agreement or the scope or intent of any provision contained herein.

G. Severability. The invalidity of one or more phrases, sentences, clauses or sections in the Agreement shall not affect the validity of the remaining portions of the Agreement, so long as the material purpose of the Agreement can be determined and effectuated.

H. No Waiver. Any failure by either party to enforce any of the provisions of the Agreement or to require compliance with any of its terms at any time during the term of the Agreement shall in no way affect the validity of the Agreement, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any such provision.

I. Counterparts. The Agreement may be signed in any number of counterparts, and each counterpart shall represent a fully executed original as if signed by each of the parties. Facsimile signatures shall be deemed as effective as original signatures.

J. Federal Requirements. The City of High Point utilizes federal programs through grants and other funds to effectuate its goals in community development. Service Provider and City agree to adhere to all federal regulations and requirements for the use of those funds, including, but not limited to the Statutory and Administrative Requirements (Exhibit D), Audits and Inspections Requirements (Exhibit E), and the Conflict of Interest requirements (Exhibit F). Exhibits D-F are part of this Agreement and hereby incorporated by reference.

Signature Page for Incorporated Firms

IN WITNESS WHEREOF, the City and the Service Provider have caused the Agreement to be executed in four (4) original copies on the day and year first above written by their duly authorized representatives.

Service Provider

By: _____
President/Vice President

Name above (Typed or Printed)

Street Address

City/State

ATTEST

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its President or Vice President and attested by its Secretary or Asst. Secretary this the ____ day of _____, 20__.

Corporate Name

(SEAL)

Attest: _____
Secretary/Asst. Secretary (Signature)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledge that he/she is the Secretary of _____ a corporation organized in the state of _____ and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary.

WITNESS my hand and official seal or stamp, this the _____ day of _____, 20____.

(Notary Public)

(SEAL/STAMP)

My Commission Expires: _____

City Clerk

CITY OF HIGH POINT, NORTH CAROLINA

The City

P O Box 230, High Point, NC 27261

Address

By: _____

City Manager

APPROVAL BY COMMUNITY DEVELOPMENT & HOUSING DEPARTMENT

Approved as to program eligibility:

Director

Date: _____

APPROVAL BY CITY ATTORNEY

Approved as to form:

City Attorney

Date: _____

APPROVAL BY FINANCE OFFICER

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

Director of Financial Services

Date: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
PROJECT SCHEDULE

EXHIBIT C
CERTIFICATE OF LIABILITY INSURANCE

SAMPLE

EXHIBIT D

STATUTORY AND ADMINISTRATIVE REQUIREMENTS

The Service Provider will perform within the same federal regulations, and administrative laws required of the City as applicable, which include but are not limited to the following, and other regulations described in HUD regulations 24 CFR Part 570 Subpart K:

- Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;
- Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
- Section 3 of the Housing and Urban Development Act of 1968, as amended;
- Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
- The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
- The labor standard requirements as set forth in 24 CFR Part 570, Subpart K on HUD regulations issued to implement such requirement;
- The regulations, policies, guidelines and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as they relate to the acceptance and use of federal funds under this federally-assisted program;
- 24 CFR Part 85 requirements as they relate to new administrative requirements; and
- The prohibition against employing, awarding contracts, to or engaging the services of any contractor or subcontractor debarred, suspended, or ineligible for participation in federally assisted projects funds under 24 CFR Part 24.

SUSPENSION AND TERMINATION

In accordance with 24 CFR 85.43, suspension or termination may occur if the Service Provider materially fails to comply with any term of the contract or other federal, state or local statutes and regulations governing the City with respect to compliance, whether herein stated or not. The Agreement may also be terminated for convenience as provided in 24 CFR 85.44 where the Service Provider and the City shall agree upon the termination conditions. In addition, the City shall have the right to terminate or amend this Agreement if the grant from HUD enabling the Agreement is terminated, redeemed, suspended or withheld. The City shall provide the Service Provider with written notice of such termination, reduction, suspension, or withholding, at least ten (10) days prior to such action.

REVERSION OF ASSETS

Upon the expiration or termination of the Agreement, the Service Provider shall transfer to the City any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds. In addition, any real or personal property under the Service Provider's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must either, at the City's option, (1) be used to meet one of the national objectives for at least five years after expiration of the contract or for a longer period of time, as determined appropriate by the City, or (2) be disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds, or (3) transfer control of the assets to the City.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification (Standard Form-LLL) be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Service Providers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required Standard Form-LLL shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

CONDITIONS FOR RELIGIOUS AFFILIATIONS

Service Provider agrees that in connection with this contract:

1. It will not discriminate against any employee, applicant, or participant on the basis of religion and will not limit employment or give preference in employment or participation to persons on the basis of religion;
2. It will not discriminate against persons applying for such services or participating on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services in connection with this project; and

4. It will not facilitate any religious activities or actions in connection with this contract.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of public services with CDBG funds, the Service Provider agrees that in connection with this project it will not use HUD funds to acquire or improve sanctuaries, chapels, or any room used as their principal places of worship. Upon approval, the Service Provider can acquire, construct, or rehabilitate buildings and other real property as long as the funds only pay the costs attributable to HUD activities.

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, for prospective participants in primary covered transactions:

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City.

RETENTION OF RECORDS

All financial records, supporting documents, statistical records and all other records pertinent to this agreement and in accordance with 570.506 shall be retained for a period of four (4) years with the following qualifications:

1. If any litigation, claim or audit is started before the expiration of the 4-year period the records shall be retained until litigation, claims or audit findings involving the records have been resolved of all issues which arise from it or the end of the regular 4-year period, whichever is longer.
2. Records for personal property not consumed in the ordinary course of business acquired with the funds made available under this agreement shall be retained for four years after final disposition of said property.

The Secretary of HUD, Comptroller General of the United States, City Manager, or his designee, of the City of High Point and any of their duly authorized representatives shall have access to any pertinent books, documents, papers and records of Service Provider to make audits, examinations, excerpts and transcripts.

ALLOWABLE COSTS

It is anticipated that the terms of this agreement shall specify the permitted uses of funds made available to Service Provider. In no event will any funds made available under this agreement be used to pay a cost that is not allowed under the provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein referred to as "UG" (Uniform Guidance), codified by HUD at 2 CFR part 2400. Specifically excluded as allowable costs under UG include, but are not limited to, the following: all costs incurred for organized fund raising, including financial campaigns, endowment drives, solicitation of gifts, bequests and similar expenses incurred solely to raise capital or obtain contributions. In addition to all other records required under UG, Service Provider shall maintain payroll records that clearly identify the percentage of each employee's time allocated to organize fund raising. No part of the funds made available under this agreement shall be used to meet payroll costs attributable to organized fund raising. All costs incurred by Service Provider which are later determined by an audit or otherwise to be disallowed costs, under the provisions of UG, shall be refunded in full by Service Provider to the City.

PROCUREMENT STANDARDS

This paragraph provides standards for use by Service Provider in establishing procedures for the procurement of supplies, equipment, and other services with the funds made available under the provisions of this agreement. The Service Provider shall establish procurement procedures to ensure that supplies, equipment, and other services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the Service Provider shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 - .48.

PROVISIONS GOVERNING USE AND DISPOSITION OF REAL AND PERSONAL PROPERTY

Title to real property, the purchase of which is paid with funds made available in this agreement, shall vest in the City of High Point unless provided otherwise in this Agreement.

The following provisions shall govern the use and disposition of all personal property acquired by Service Provider with CDBG Program Funds made available by the City under the provisions of this Agreement.

1. Title to all personal property acquired with CDBG Program funds shall vest in the City.
2. Service Provider shall maintain property records of all property acquired with CDBG Program funds which shall be maintained accurately and shall include:
 - a. A description of the property;
 - b. Manufacturer's serial number, model number, federal stock number, national stock number or other identification number;
 - c. Acquisition date and cost;
 - d. Location use and condition of the property and the date the information was reported;
 - e. Such records shall be retained for four years after final disposition of the property.

3. A physical inventory of all property acquired, in whole or in part, with CDBG Program funds and held by Service Provider, will be submitted to the City on June 30th following execution of this agreement and annually on June 30th of each year thereafter that Service Provider continues in existence, whether receiving CDBG Program funds from the City or not, and continues to utilize personal property acquired with CDBG Program funds made available by the City.
4. Service Provider shall establish a control system to ensure adequate safeguards to prevent loss, damage or theft to property acquired with funds made available under this agreement.
5. Adequate maintenance procedures shall be implemented to keep the property in good condition.
6. No personal property acquired by Service Provider with CDBG Program funds, except that consumed in the ordinary course of business, shall be disposed of, conveyed, granted, sold or given away by Service Provider. All personal property acquired with CDBG Program funds no longer required by Service Provider, or the useful life of which has expired, shall be returned to the City. In the event the Service Provider is dissolved for any reason whatsoever, all personal property acquired with CDBG Program funds and held by Service Provider shall be returned to the City with a complete inventory to be submitted upon the return of such property.

CONTINUING OBLIGATION

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the Agreement.

UNDERLYING GRANT CONDITIONS AND REGULATIONS

This agreement shall be subject to any and all terms and conditions of any and all applicable underlying grants or agreements by which the City receives funding from the United States of America, State of North Carolina, or any agencies or subdivisions thereof to finance in part or in whole this agreement. This agreement shall be subject to all amendments, changes or other modifications to said grants, agreements or the laws and regulations under which they are promulgated that may occur during the term of this Agreement or any subsequent extensions of it. The purpose of this provision is to make it clear to all parties that the City remains fully obligated to the original source of such funds notwithstanding the designation of Service Provider as the third-party beneficiary for the undertaking of all or part of a program for which assistance is being originally provided to the City and in turn is being appropriated to Service Provider under this agreement. Service Provider is required and hereby acknowledges responsibility for complying with all lawful requirements which may be imposed upon the City and which are deemed necessary by the funding agency and/or the City to ensure that the program with respect to which assistance is being provided under this agreement is carried out in accordance with the City's assurances and certifications to the original source of such funds. Such assurances include but are not limited to representation; the use of such funds will fully comply with all applicable environmental laws, rules and regulations and that the funds will be used in a nondiscriminatory manner. Wherever possible, such grant agreements and the laws and regulations under which they are administered are specifically incorporated by reference and made a part of this Agreement, but such listing is not intended to be exclusive.

It is expressly understood and agreed between the parties that all or part of the funds intended to be used in the performance of this agreement are derived at least in part from federal grant sources. To the extent of such funds, the City is dependent upon these outside agencies for the funds. Upon the City's failure or refusal to continue or complete such agreement, the City will not be held liable for damages approximately resulting from such delay, reduction or elimination of funds to be subjected to other equitable relief to require continuation of the project called for hereunder or completion of it to the degree of funding originally contemplated when this agreement was first signed.

GRANTOR RECOGNITION

The Service Provider shall ensure recognition of the role of the City as the grantor agency in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the Service Provider will include a reference to the support provided herein in all publications made possible with funds made available under this agreement.

PROHIBITED ACTIVITY

The Service Provider is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

SAMPLE

EXHIBIT E

FINANCIAL MANAGEMENT, AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the City, HUD and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this contract and the City, HUD and/or representatives of the Comptroller General shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data, relating to all matters covered by this contract.

Unfavorable, uncooperative, or delayed reaction will be adequate reason for the City to withhold or delay, any or all advances or reimbursements, until any questions or differences are resolved to meet federal, state and local laws, regulations, administrative requirements (or needs) at the option of the City. Delays or advances or reimbursements do not reduce the time requirements of the Service Provider's required reports.

Service Provider shall provide a financial management system that shall provide for the following:

- Records that identify adequately the source and application of funds for grant-support activity. These records shall contain information pertaining to federal awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.
- Effective control over and accountability for all funds, property and other assets. The Service Provider shall safeguard all such assets and shall assure that they are used solely for authorized purposes.
- Comparison of actual outlays with budgeted amounts made available under this Agreement. Also, relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by the City.
- Procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and the disbursement to the Service Provider by the City whenever funds are advanced by the Federal Government. Whenever advances are made by a letter of credit method, Service Provider shall assist the City in making drawdowns from the U.S. Treasury as close as possible to the time of making the disbursements to the Service Provider.
- Procedures for determining reasonableness and eligibility of costs in accordance with the provisions of 2 CFR Part 200.
- Accounting records that are supported by source documentation.
- Examinations in the form of audits or internal audits shall be required. Such audits shall be made by qualified individuals who are sufficiently independent of those who authorize the expenditure of the funds made available under this agreement, to produce unbiased opinions, conclusions or judgments. These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the grant and this agreement. They should be made in accordance with generally accepted auditing standards including the standards published by the General Accounting Office, Standards for Audit of Governmental Organizations, Programs,

Activities, and Functions. Examinations should be conducted on an organization-wide basis to test the fiscal integrity of financial transactions as well as compliance with the terms and conditions of this agreement.

- Audits will be conducted annually unless the Service Provider is otherwise directed by the City.
- A systematic approach to assure timely and appropriate resolution of finding and recommendations.
- Any deficiencies revealed by said audit shall be corrected or resolved to the satisfaction of the City within a period not to exceed three months of receipt of audit findings and recommendations, or sooner if in the sole discretion of City circumstances so require. The Service Provider shall provide the City with a copy of the annual audit including the management letter.

SAMPLE

EXHIBIT F

CONFLICT OF INTEREST

Service Provider and the City covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any degree with the performance of services under this contract. It is further covenanted that in the performance of this contract, no persons having any such interest shall be employed or involved in a decision-making position or allowed to participate in the process so as to gain inside information with regard to such activities. Further, no one involved may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Service Provider shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

SAMPLE