

AGREEMENT BETWEEN THE  
ISOTHERMAL PLANNING AND DEVELOPMENT COMMISSION AND  
RUTHERFORD COUNTY  
FOR THE PROVISION OF  
GRANT MANAGEMENT ASSISTANCE:  
RUTHERFORD COUNTY NEIGHBORHOOD REVITALIZATION  
APRIL 1, 2019 – SEPTEMBER 13, 2021

This AGREEMENT, entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Isothermal Planning and Development Commission (hereinafter referred to as the "Planning Agency") and Rutherford County, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government; and

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. **Compensation.** The Local Government will pay the Planning Agency an amount not to exceed \$59,667 (fifty-nine thousand and six hundred sixty seven dollars)

for the satisfactory performance of all services related to administration of the project including all work associated with the application preparation, environmental review and release of funds as defined in the attached Scope of Services. Planning Agency personnel will keep an accurate record of time spent, which will serve as the basis for the amount charged to the Local Government per month. The Local Government will reimburse the Planning Agency monthly at a rate per hour for each of the personnel involved, which includes the salary, fringe benefits, travel and indirect costs, plus travel and other approved expenses. It is expressly understood and agreed that total compensation shall not exceed the maximum sum specified without prior approval of both agencies.

The Local Government will pay the Planning Agency an amount not to exceed \$3,500 (Three thousand five hundred dollars) for the planning and preparation of the grant application.

In addition, the Local Government will pay the Planning Agency an amount not to exceed \$19,000 (nineteen thousand dollars), for the work write ups, housing inspections including initial, interim and final and construction over sight for nineteen (19) houses. Planning Agency personnel will keep an accurate record of time spent, which will serve as the basis for the amount charged to the Local Government per month. The Local Government will reimburse the Planning Agency monthly at a rate per hour for each of the personnel involved, which includes the salary, fringe benefits, travel and indirect costs, plus travel and other approved expenses.

It is expressly understood that the total compensation shall not exceed the maximum sum not to exceed \$59,667 (fifty-nine thousand six hundred sixty-seven dollars) without the prior approval of both agencies. All costs associated with the administration of the CDBG grant will be expended from the grant administration allowance budgeted within the Local Government's CDBG-NR Project Budget.

4. **Termination/Modifications.** The Local Government may terminate this Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written approval of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning April 1, 2019 and ending September 13, 2021 and continuing through the completion and closeout of the Project.
6. **Key Personnel.** The Planning Agency shall not substitute key personnel assigned to the performance of this contract without prior written approval by the County

and the grantor agency, the North Carolina Department of Commerce. Individuals designated as key personnel for proposes of this contract are those specified in the Planning Agency's proposal.

7. **Subcontracting.** Work proposed to be performed under this contract by the Planning Agency or its employees shall not be subcontracted without prior written approval by the Agency's Contract Administrator and the grantor agency, the North Carolina Department of Commerce. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
8. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
9. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
10. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
11. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified disabled person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
12. **Access to Records and Record Retainage.** Per 24 CFR Subtitle A 85.36 Procurement Contract Provisions. Access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for

the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.

13. **Liquidated Damages Clause.** If the project fails to be carried out within the time frame outlined in the administrative proposal due to activities attributed to the Planning Agency, the Local Government may assess the Planning Agency a sum in the amount of \$100 per week for any subsequent weeks until completion.
14. **Termination of Agreement for Cause.** If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the Local Government shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the Local Government, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.
15. **Grantee Assurances.** In the performance of this Agreement, the Planning Agency shall comply with all applicable federal rules and procedures outlined on the attached pages as E.O. 11246 Clause, the Section 3 Clause and Lobbying Clause (Attachments B, C and D).

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:  
RUTHERFORD COUNTY

PLANNING AGENCY:  
ISOTHERMAL PLANNING AND DEVELOPMENT  
COMMISSION.

By: \_\_\_\_\_  
County Manager

By: \_\_\_\_\_  
Executive Director

Preaudit statement:

This instrument has been preaudited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: \_\_\_\_\_  
Local Government Finance Officer

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**RUTHERFORD COUNTY**  
**RUTHERFORD COUNTY NEIGHBORHOOD REVITALIZATION**  
**WORK PROGRAM/BUDGET**  
**APRIL 1, 2019 – SEPTEMBER 13, 2021**

The following work program and budget are presented as descriptive of the work and dollar amounts requested in the Agreement concerning planning activities by the Isothermal Planning and Development Commission (IPDC) for Rutherford County. This contract was included in the grant budget and 100% of the contract will be paid for with grant funds. The contract covers application preparation, environmental assessment, project reporting, financial management, housing inspections, work write-ups, bidding, contracting and supervision of construction, federal compliance plans, procurement in compliance with grant guidelines, and other administration in compliance with federal requirements through the closeout of the project.

Steve Lockett, Economic, Community, and Workforce Development Director will be responsible for administering this project.

Work Program

Professional services necessary to administer all aspects of the project will include but not be limited to the following:

- Administration and coordination of all activities involved in the Rutherford County Neighborhood Revitalization Project.

Milestones Established by North Carolina Department of Commerce

- Funding Approval Conditions completed May 13, 2019  
(including Environmental Condition, Citizen Participation/Compliance Condition, Administration Contract, and Performance Based Contract)
  - Environmental Review completed June 13, 2019
  - Equal Employment & Procurement Plan submitted June 13, 2019
  - Section 3 Plan submitted June 13, 2019
  - Section 504 Plan submitted June 13, 2019
  - Language Access Plan submitted June 13, 2019
  - Analysis of Impediments June 13, 2019
  - Request for Release of Funds Approved July 13, 2019
  - All CDBG funds obligated May 13, 2021
  - All CDBG funds expended August 13, 2021
  - All closeout documents submitted November 13, 2021
- Set up and maintenance of all community development project files and records in accordance with program and audit guidelines.
  - Develop forms to meet State CDBG requirements to document CDBG activities from start to finish.

- Preparation and/or coordination of all compliance activities, including outreach, according to the required compliance plans including the Equal Opportunity and Procurement Plan, Section 3 Plan, Language Access Plan, Section 504, Residential Anti-Displacement and Relocation Assistance Plan and Fair Housing Plan. Preparation of all documents required to obtain a release of funds, including the following conditions: Environmental Condition, Citizen Participation Plan, Performance Based Contract, and Administration Contract
- Coordination of the community development program with federal, state and local officials, including preparation for monitoring visits
- Preparation of the environmental review documents as required by the grant. Prepare public notices and monitor the process for the release of all environmental conditions.
- Attendance at Board of Commissioner meetings as required.
- Coordination of all fiscal and legal activities relating to the community development program, in coordination with Rutherford County Finance Department.
- Solicitation of bid advertisement and award procedures and compliance with all contract and procurement guidelines. Recommendation of awards to Rutherford County.
- Supervision of preconstruction meeting, labor standards and contract administration.
- Attend preconstruction conference with contractors and county representatives to review equal opportunity, Section 3, and labor standards requirements.
- Administration of labor standards requirements, including determining applicable wage decisions, conducting employee interviews, reviewing contractor payrolls for proper wages and documentation and submitting compliance requests to contractors as needed.
- Compliance with all federal and grant requirements. Preparation and submission of all financial reports, in coordination with Rutherford County Finance Department. Clerical assistance for the preparation of required reports, documents, files and forms.
- Assistance with financial management of the program to ensure compliance with federal and state requirements, including review of invoices, change orders and preparation of requisitions. Completion of Financial Reimbursement Forms.
- Administrative responsibility for CDBG compliance and completion of all activities as defined in the application for the CDBG NR Project.
- Preparation of Annual and Final Performance Reports for submission to NC Department of Commerce.
- Filing of reports and completion of activities to ensure compliance with equal opportunity, Section 504, Section 3, Fair Housing and Language Access requirements.
- Preparation of monthly and/or quarterly project status reports on expenditures and accomplishments.
- Conducting project closeout and assisting Rutherford County at audits and

monitoring visits. This does not assume, however, responsibility for payment of fees levied by auditors or accountants.

- Coordinate with Rutherford County, the public and any other group or agency for the effective completion of all program activities.
- All transactions and any contractors and approved subcontractors must comply with all applicable federal laws, regulations, executive orders of the identified funding source (CDBG-NR Program).
- Service delivery and program management for all housing activities.
- Responsible for reimbursement to County for any improperly expended grant funds that have to be returned to DOC.

Rutherford County will be responsible for the following:

- Direct payment of CDBG funds for legal and audit services and general administrative costs.
- Setting public hearing dates, publishing required public notices, agendas and minutes, providing copies of certified meeting minutes in coordination with IPDC staff.
- Processing and approving invoices and requisitions, tracking all expenditures, meeting with state agency for monitor review of the project, submitting final audit to NC Department of Commerce.
- Assist in ensuring compliance issues pertaining to complaints or assistance needed.
- Preparation and submission of all financial reports, in coordination with Isothermal Planning and Development Commission.
- All administrative costs not specifically identified as IPDC responsibilities.

#### Time of Performance

The IPDC will complete all activities involved in administration of this project in a 29 ½ -month period beginning April 1, 2019 to September 13, 2021.

#### Administrative Budget

The IPDC will provide these administrative services for a fee not to exceed \$40,667. The budget is broken down as follows:

Salaries	\$ 30,100
Fringe Benefits	10,850
Travel	2,467
Indirect	<u>16,250</u>
Total	\$59,667



### Amendments

This scope of services and budget may be amended as desired by mutual consent of the Local Government and Planning Agency.

## ASSURANCES OF COMPLIANCE

### ATTACHMENT B

#### Executive Order 11246

During the performance of this Contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## ATTACHMENT C

### Section 3 Clause

#### "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## **ATTACHMENT D**

### **Lobbying Clause**

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Planning Agency or the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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 Planning Agency and/or the Local Government shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.