



Contract No. _____

AGREEMENT BETWEEN
LAND OF SKY REGIONAL COUNCIL
and
CITY OF HENDERSONVILLE
for the provision of
Technical Service Assistance (CDBG-NR 7th Ave Improvements Grant Admin)

July 1, 2021 through June 30, 2024

This **AGREEMENT**, entered into on the _____, by and between the Land of Sky Regional Council of Governments (hereinafter referred to as the "Council") and the City of Hendersonville, North Carolina (hereinafter referred to as the "Local Government"); **WITNESSETH THAT:**

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

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

WHEREAS, the Council 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 Council will furnish the necessary trained personnel to the Local Government to perform the tasks outlined in Attachment A Work Program.

2. **Compensation**

That for the purpose of providing funds for carrying out this Contract, the Local Government will pay the Council a fee of \$30,000.00 (Thirty thousand dollars and 0 cents).

3. **Termination/Modifications**

The Local Government or Council may terminate the contract by giving a thirty-day written notice to the other entity. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.

4. **Time of Performance**

The Council shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning July 1, 2021 and ending June 30, 2024.

5. **Changes**

The Local Government may from time to time request changes in the scope of work or services to be performed by the Council hereunder. Such changes, including any increases or decreases in the Council's compensation, which are mutually agreed upon by and between the Local Government and Council, shall be incorporated as written amendments to the Contract.

6. **Interest of Members, Officers, or Employees of the Council, Members of the Local Government, or Other Public Officials**

No member, officer, or employee of the Council 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 exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, shall have any financial interests, 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 interests in the program. The Council 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.

7. **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 Development Act of 1974, Section 109.

8. **Age Discrimination Act of 1975, as amended**

No qualified person shall on the basis age be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives benefits from federal financial assistance.

9. **Section 504, Rehabilitation Act of 1973, as amended**

No qualified handicapped 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.

10. **E-Verify Provision**

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

City of Hendersonville

Land of Sky Regional Council

By: _____

By: _____

Title: City Manager

Title: Executive Director

Date: _____

Date: _____

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

_____, Finance Officer Date _____

ATTACHMENT A

CITY OF HENDERSONVILLE
TECHNICAL ASSISTANCE
CDBG-NR 7th Ave Improvements Grant Admin

July 1, 2021 - June 30, 2024

WORK PROGRAM / BUDGET

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning planning activities by the Land of Sky Regional Council of Governments for the City of Hendersonville (CoH). The product(s) of the activities shall be:

WORK PROGRAM - \$30,000

1. Environmental Review - \$2,500*

- Condition C - The residential rehab qualifies for CES (i.e. a simplified environmental review), planning to use same for sidewalks although they could fall under EA. DEQ has an agreement with HUD for CES (but felt it only applied to them).

*If determined an EA is required, then cost will increase to \$5k.

2. Procurement - \$2,000

- Conditions A, B, E – document contracts, certificates of eligibility, non-debarment status of HAC & LOS
- Coordinate with HAC (small purchase) and with city engineering (sealed bid) to document
- Enter procurement solicitation for any contract over \$25,000 in the Statewide Interactive Purchasing System (IPS) as well as provide the information to the REDD Compliance Office

3. Construction - \$15,000

Rehab – 24 months:

- State CDBG requirements – City will handle titles/dead of trust, LOSRC will coordinate other requirements with HAC and document.
- Davis Bacon - Wage decision/prevaling wages, labor interviews, certified weekly payroll

Streets – 6 months:

- Pre-construction meeting to discuss invoicing, CDBG contract requirements, Section 3, wage decision & labor standards – submit Yellow Card to NC Commerce with meeting minutes
- On-going for entire project: Section 3 (i.e. advertise new jobs, document outreach efforts) and labor standards compliance (i.e. monthly certified payroll review, on-site employee interviews during each construction phase or every 3 weeks)

4. Requisitions - \$500

City is handling, LOSRC will just confirm documentation requirements and collect periodically for admin files.

5. Additional Compliance Activities - \$5,000

- Public Hearings – need documentation of 2 hearings submitted with application
- Several compliance plans are required at the beginning of the project:
 - Section 3
 - Fair Housing - also requires quarterly activities
 - Section 504
 - Equal employment and procurement (aka Equal Opportunity)
 - Language access plan
 - Citizen participation
 - Residential anti-displacement
 - Excessive force provision

6. Reporting/Monitoring - \$5,000

- Quarterly (board & REDD updates)
- Semi-annual labor
- Annual
- Monitoring
- Closeout