

FY25 RALEIGH HUMAN SERVICES AGENCY FUNDING



GUIDELINES & INSTRUCTIONS

Submission Deadline:
Wednesday, January 24, 2024
3:00 pm



FY25 RALEIGH HUMAN SERVICES AGENCY FUNDING GUIDELINES & INSTRUCTIONS

INTRODUCTION

The City of Raleigh awards Human Services Agency Funding annually to local nonprofit agencies who provide direct services to older adults, youth, persons with disabilities, persons with a substance use disorder, and people experiencing housing insecurity. Programs and programs must benefit low-income persons and residents of Raleigh. Funding is awarded through a competitive review process.

Target group definitions as defined by the City of Raleigh are:

Youth: Persons 19 years old or younger.

Older Adults: Persons 55 years old or older.

Housing Insecurity: Persons having difficulties finding safe, affordable, quality housing, having inconsistent or unreliable housing, and overall loss of housing.

Persons with a Disability: Person who has a physical or mental impairment which substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment. Mental impairments include psychological disorders and intellectual disabilities. This definition is consistent with the definitions found in federal law regarding a person with disabilities.

Persons with a Substance Use Disorder: Persons recurrently using illicit or legal substances to the point that it causes clinically significant impairment, including health problems, disability, and failure to meet major responsibilities in life, work, and home.

PROGRAM TIMELINE

October 31, 2023	Funding Advertised
November 17, 2023	Virtual Informational Session for Prospective Applicants <i>Registration Link:</i> Human Services Agency Funding Raleighnc.gov <i>(*Attendance is strongly encouraged for all, especially first-time applicants*)</i>
November 20, 2023	Recorded Application Workshop for Prospective Applicants Link: Human Services Agency Funding Raleighnc.gov

December 15, 2023	Virtual Informational Session for Prospective Applicants <u>Registration Link:</u> Human Services Agency Funding Raleighnc.gov <i>(*Attendance is strongly encouraged for all, especially first-time applicants*)</i>
Wednesday, January 24, 2024, 3:00 pm	Application Submission Deadline
March 2024	Human Relations Commission Review and Deliberation
April 2024	Funding Recommendations Presented to City Council
May 2024	Funding Recommendation Award Letters sent to Grantee Organizations
June 2024	Contract Execution begins
July 1, 2024 - June 30, 2025	Contract Period for Awarded Grants

HUMAN SERVICES AGENCY FUNDING CONTACT INFORMATION

The Department of Equity and Inclusion administers the Raleigh Human Services Agency Funding Grant Program and supports the Human Relations Commission. If you need technical assistance or have questions regarding the grant application and guidelines, please contact:

Name: Robert Morales

Phone: 919-996-5740

Email: Grants.Equity@raleighnc.gov

GENERAL ELIGIBILITY REQUIREMENTS

The following criteria are minimum qualifications for an application to be considered. All funding recommendations will be based on available funds.

1. Raleigh Headquarters: The organization's headquarters must be located within the corporate limits of the City of Raleigh. Agency headquarter address is verified through NC Secretary of State records.
2. Not-for-Profit & 501c3 Status: Human services grant funds may be awarded only to not-for-profit organizations with 501c3 status, that have federal and state tax-exempt status. To ensure tax-exempt status, the organization's IRS Form 990 from the most recently completed fiscal year will be reviewed.
3. Population Served: Programs must benefit low-income persons and households residing in Raleigh. (Example of financial eligibility criteria Federal Poverty Level
<https://www.payingforseniorcare.com/federal-poverty-level>)
4. Agency Experience: Qualified applicants must have at least one year of recent experience in the delivery of services to the specified target group(s)

and demonstrate sensitivity to the special needs of their clientele.

5. One Year Program Service Delivery: Only programs that have been established and providing services for at least one year will be considered.
6. Request Amounts: Request must not exceed 25% of the agency's total actual operating expenses for the last completed fiscal year. Additionally, requests must not exceed 50% of the total program budget.
7. Fiscal Responsibility: Must have an adequate financial management system in place to maintain effective control and accountability over all funds, property, and other assets covered by this proposal. Must be able to produce sufficient backup documentation for costs of the program and files for review and audit.
8. Agency Audits: With the application, organizations must submit annual financial statements audited within 120 days of fiscal year end by a certified public accountant licensed in North Carolina. If an organization was awarded City grant funding for the fiscal year audited, that funding must be disclosed in the audit report submitted. The audit report must be accompanied by a management letter, if one is prepared by the auditor, or a letter signed by the organization's Executive Director or Board President attesting that no management letter was issued.
9. Raleigh Grant Programs: Organizations may apply for funding in up to two City grant programs per year. More information on Raleigh grant opportunities can be found at <https://raleighnc.gov/services/grants-and-funding/grant-opportunities>.

Audit Requirements

Adhering to the guidelines above, organizations shall remit the most recent audit report completed before the application deadline. If the organization's fiscal year- end is towards the end of the calendar the year (September-December), the City will accept the previous year's audit report. See example illustration below:

Organization's Fiscal Year-End	Applications Due by January 2024
March 31 st – September 30 th	FY 2022 Audit Report
October 31 st – December 31 st	FY 2021 Audit Report

Failure to comply with this requirement will preclude request of \$25,000 or more in City grant funding.

An audit is recommended but not required by the City if an organization requests less than \$25,000. If an organization does receive an audit, however, the agency should follow the process above for submitting the audit report and additional documentation to the City with its grant application. Any questions regarding audit requirements by the agency or the agency's auditors can be directed first to the appropriate contact and then forwarded on to the City's Accounting and Reporting division if needed.. If you have additional questions, please direct them to Grants.Equity@raleighnc.gov

ELIGIBLE & INELIGIBLE EXPENSES

The Human Services Agency Funding is awarded to organizations that provide direct services to target populations.

Direct Costs

Grants awarded by the Human Services Agency Funding are intended to support the delivery of services directly to the target populations. As such, these grants cover a wide range of expenses directly related to program delivery. These expenses may include, but are not limited to:

- **Personnel Costs:** Salaries and wages of staff directly engaged in program delivery. This can encompass the salaries of program managers, case workers, counselors, and other frontline personnel.
- **Program Materials and Supplies:** Costs associated with the purchase of materials, supplies, and equipment essential for program operations. This may include items like educational materials, medical supplies, or tools required for service provision.
- **Client Assistance:** Financial assistance or support directly provided to the individuals or populations targeted by the grant. This might involve emergency aid, counseling services, or food and housing assistance for youth, older adults, homeless, individuals with a disability and substance users.

Indirect Costs

Indirect costs are those expenses that are not directly tied to the program delivery but are essential for the overall functioning of the organization. The Human Services Agency Funding does not cover these costs, and organizations need to secure alternative funding sources for these expenses. Common examples of indirect costs include:

- **Administrative/Operational Expenses:** These encompass the day-to-day costs associated with running the organization. Items like rent or mortgage payments, utility bills, insurance, office furnishings, and equipment fall under this category.
- **Financial Auditing:** Costs related to financial audits are considered indirect, as they are not directly linked to delivering services to target populations but are necessary for accountability and compliance.
- **Communication and IT Support:** Expenses related to communication infrastructure, such as telephone and internet services, and IT support for the organization are generally not covered by direct grants.

Exclusions

It's important to note that not all organizations or expenses are eligible for the Human Services Agency Funding. Some specific exclusions include:

- **Individuals:** Grants are typically awarded to organizations rather than individual applicants. Individuals seeking funding are generally not eligible recipients.
- **Housing Construction:** Costs associated with the construction and sale of residential dwellings are not covered. These costs are typically beyond the scope of services that the grants are meant to support.
- **Arts Programs:** Organizations that already receive multi-year funding from Raleigh's Arts Commission Grant Program are generally ineligible for additional funding from the Human Services Agency, ensuring that resources are distributed effectively across various sectors.

APPLICATION SUBMISSION REQUIREMENTS

The Human Services Agency Funding application can be downloaded from the [Human Services Agency Funding](#) website or at www.raleighnc.gov (search “Human Services Grants”).

If you require assistance retrieving the application or need special accommodations, contact the Department of Equity and Inclusion:

Phone: 919-996-5740

Email: Grants.Equity@raleighnc.gov

Application Submission Procedures

General Application Submission Guidelines:

Human Services Agency Funding Applications are due on Wednesday, January 24, 2024 by 3:00pm. Applications submitted after the deadline date will be ineligible for consideration.

It is important that organizations carefully review the Human Services Agency Funding guidelines and the Human Services Agency Funding Application Checklist form to ensure the submission of the required application information and components. Incomplete or inaccurate applications can jeopardize funding.

Good grantsmanship is a factor in a favorable review of application proposals. While an application may be technically eligible, items such as a miscalculated budget or incomplete responses, will make the application less competitive and potentially result in a negative evaluation.

Organizations that have previously received Human Services Agency Funding should be aware that all funding year reports, including audits, must be up to date and submitted according to deadlines for consideration in future funding. Human Services grantee organizations with a history of non-compliance with deadlines, must contact the Department of Equity and Inclusion before applying.

Application Submission Procedures:

- Organizations must submit an electronic version of the application and all required application components to grants.equity@raleighnc.gov. Provide your organization’s name and “FY25 Human Services Grant Application” in the email subject line. If you require accommodations, please contact the Department of Equity and Inclusion.
- The electronic version of the application must be a viewable and printable Adobe PDF document. Rename documents to include your organization’s name and a description of the document.
- Once your application is received, Raleigh Department of Equity and Inclusion staff will provide an email confirmation.

Required Application Components

The following application forms and documents are required for applications to be considered complete:

- Completed and signed Human Services Agency Funding Application.
- Board of Directors. Include: names, addresses, race and sex, phone numbers, position(s) held, and expiration date of the term for all board members.

- Most recent Form 990
- Copy of agency's current fiscal year (or calendar year) audit report conducted by an independent certified public accountant. *(The City of Raleigh only asks agencies that already plan to audit, have a current audit report or are required by their board/organizational policies to conduct an audit to provide their most recent audit report as normally required).*
- Articles of Incorporation
- Assumed Name or DBA Form, documenting the agency's name change since its original Articles of Incorporation were filed with the Secretary of State's office.
- IRS Tax Exempt Letter confirming nonprofit status.
- Statement of non-discrimination
- Certificate of Insurance. Meeting all City of Raleigh insurance requirements (See Appendix D).

VIRTUAL INFORMATIONAL SESSIONS

A series of Virtual Informational Sessions for will be hosted for prospective applicants throughout November and December. These sessions cover all aspects of the grant application process and provide opportunities for potential applicants to ask questions. Attendance is strongly encouraged for all, especially first-time applicants.

For more details on the information sessions and to register online, go to the Human Services Agency Funding web page: <https://raleighnc.gov/grants-funding-and-relief/services/human-services-agency-funding>.

APPLICATION WORKSHOPS

We are pleased to offer a pre-recorded workshop designed specifically for prospective applicants. This workshop is an invaluable resource that comprehensively guides you through the entire grant application process. It also offers a platform for you to seek clarification on any requirements.

To view the workshop, visit the Human Services Agency Funding web page: <https://raleighnc.gov/grants-funding-and-relief/services/human-services-agency-funding>.

APPLICATION REVIEW PROCESS

- I. The Department of Equity and Inclusion receives completed applications.
- II. Applications are reviewed by the Human Relations Commission Grants Committee.
- III. The Human Relations Commission Grants Committee presents their funding recommendations to the Raleigh Human Relations Commission.
- IV. Once approved, recommendations are presented to the City Council for inclusion in the annual budget process.
- V. City Council will make the final decision regarding the Human Services Agency Funding. All agencies will be notified of City Council's final decision.

CONTRACTUAL REQUIREMENTS

Once funding is authorized, a contractual agreement delineating funding terms, payment procedures, reporting and evaluation mandates, and a comprehensive service schedule will be dispatched to the agency. The applicant is obligated to promptly sign and return the contract as an unequivocal endorsement of the stipulated terms and conditions.

No major changes can then occur, either in activities, financing or use of funds, without requesting and receiving approval in writing from the City of Raleigh.

Contractual Requirements for All Grants:

- Assurance of compliance with:
 - The City’s nondiscrimination policy
 - NC Iran Divestment Act
 - Federal E-Verify program
- Demonstration that the grant recipient:
 - Meets City insurance coverage requirements
 - Has an organizational conflict of interest policy
 - Adheres to Generally Accepted Accounting Principles (GAAP)
- Grant payments are made once verification of expenses is received

For a comprehensive overview of the contractual requirements of the Human Services Agency Funding agreement, see Appendix C: Human Services Agency Funding Contract Standard Terms and Conditions.

AGENCY MONITORING AND COMPLIANCE

Evaluations will occur on an annual basis by Equity and Inclusion staff and Human Relations Commission members. Agency’s program goals, metrics and outcomes will be reviewed through the below methods outlined below.

Organizational Questionnaire	The Organizational Questionnaire involves the process of identifying, analyzing, and evaluating potential risks or uncertainties that could impact an organization's operations, programs, or activities.
Impact Visits	Impact visits refer to planned visits conducted by city staff to assess the effects or consequences of specific actions, programs, or initiatives.
Performance Reporting	Performance reporting is the practice of tracking, measuring, and communicating an entity's or individual's performance and accomplishments in a structured and comprehensive manner.
Budget Summary / Narrative	A budget summary is a concise overview of a financial plan, summarizing income and expenses for a specific period, usually a fiscal year or a program's duration.

Semi- Annual Performance Reporting

Grantee organizations are required to submit two semi-annual Performance Reports providing details on progress. Performance periods and report due dates are listed below.

1 st Semiannual Report (July 1-December 31)	January 15
2 nd Semiannual Report (January 1-June 30)	July 15

Failure to submit a complete Performance Report by the indicated due date can jeopardize reimbursement payments and future funding opportunities.

Annual Reporting:

Grantee organizations are required to submit an Annual Report providing details on program goals, metrics and outcomes, and budget summaries.

Annual Performance Reports are due on August 31, 2024. Failure to submit a complete Annual Report by the due date can jeopardize future funding opportunities.

PAYMENT OF FUNDING

The Human Services Agency Funding is a reimbursement grant. Payments are made after services have been rendered. Grantee reimbursement requests are based on the agreed service unit costs and services provided established in the contract.

Payments are distributed twice a year upon receipt of the reimbursement invoices and the Semi-annual Reports. Reimbursement due dates are indicated below:

1 st Distribution of Funding (July 1-December 31)	January 15
2 nd Distribution of Funding (January 1-June 30)	July 15

APPENDIX A:
EXAMPLE FORMS

EXAMPLE A SCHEDULE OF SERVICES FORM

AGENCY NAME: Tutoring Center, Inc.

1. What components of your program will be funded with City dollars? Please describe your service unit.

Peer Tutorial Program. The Peer Tutorial Program will employ part-time high school students to tutor Raleigh youth in reading, math, and language arts 5 days per week, 3 hours per day, totaling 10 hours per week, for 40 weeks per year. Retired educators will be used as volunteers to assist with tutoring. Tutoring assistance will be provided to Raleigh elementary and middle school students that live in the Beachwood and Parkwood communities and homeless youth that reside in Transitional Housing D. In addition, enrichment experiences will be provided through trips to the museum, libraries and education institutions, plays or other productions that provide personal and academic enrichment. The program will not operate one week during the Christmas, Thanksgiving, and summer months.

Service unit is one hour of tutoring per person.

2. Total number of years the program component or service has been in operation: Indicate the total number of years the program has been in operation.

Five years

3. Location (address) of program component or service:
Indicate where (address) the service is offered.

The service is offered at 200 West Smith Street, Raleigh, NC 27610.

4. Operation hours of program or service: Indicate the hours and days service is provided.

Peer tutoring services will be provided from 4:00 p.m. to 6:00 p.m., Monday through Friday.

5. Target group(s) to be served:
List the target group(s) that will be served by your program (i.e. homeless families with children, youth age 10- 16, elderly age 55 years old or older)

Youth (Elementary School and Middle School Students)

6. Number of Unduplicated Clients:

Unduplicated Clients are participants who are counted only once, no matter how many direct services they receive during a funding year.

10 unduplicated clients

7. Total amount of City funds being requested:

\$32,000

8. Fee Schedule Amount

Refer to the Human Service Agency Fee Schedule in Appendix A

\$16.00 per hour of tutoring services

**9. Total number of service units to be provided with City funds
(show calculation)**

- Equation:

- Total amount of requested funds divided by fee schedule amount = Number of service units the City will pay for

\$32,000 divided by \$16.00 = 2,000 hours of tutoring services

10. Outcome measurements for FY 2023-2024 (measurable outputs and expected outcomes for the program)

Describe how you will know if the service proposed is successful. Describe your expected outcomes and the metrics you will use to measure them.

Youth school attendance, behavioral, and academic accomplishments will be monitored during the school year. Based line data will be obtained from the school system on the youth attendance, behavioral, grades, and involvement in school and/or community activities. In addition, conferences will be held with the youth's parents, teachers, counselors, and tutors. Youth will also be track at the end of each school grading period to measure the impact of services on youth (i.e., how many grades improved, attendance increase, decrease in behavioral problems, on the honor roll, involvement in extra-curriculum activities, need additional tutoring, etc.).

EXAMPLE B PROGRAM BUDGET NARRATIVE

Complete this form for each program component or service to be supported with city funds.

Agency Name: Tutoring Center, Inc.

Program component or service to be funded: Peer Tutorial Program

Total amount of City funding requested: \$32,000

In the instance of line-item requests that may be interpreted as Administrative/Operational expenses, please provide an explanation.

1. SALARIES	REQUESTED CITY FUNDS	OTHER FUNDS	BUDGET TOTAL
Program Coordinator	\$17,500	\$5,000	\$22,500
Office Assistant	<u>\$0</u>	<u>\$7,500</u>	<u>\$7,500</u>
	\$17,500	\$12,500	\$30,000
2. FRINGE BENEFITS			
Society Security	\$0	\$900	\$900
Health	\$0	\$1,200	\$1,200
Payroll	<u>\$0</u>	<u>\$1,600</u>	<u>\$1,600</u>
	\$0	\$3,700	\$3,700
3. TRAVEL			
2,400 miles @ \$0.655	\$1,572	\$0	\$1,572
Parking spaces for volunteers	<u>\$1,000</u>	\$0	<u>\$1,000</u>
	\$2,572	\$0	\$2,572
4. EQUIPMENT			
12 Computers/Printers for tutoring	\$0	\$0	<u>\$10,000</u>
	\$0	\$0	\$10,000
5. SUPPLIES			
Postage	\$1,628	\$0	\$1,628
Computer Supplies	<u>\$5,100</u>	<u>\$0</u>	<u>\$5,100</u>
	\$6,728	\$0	\$6,728
6. CONTRACTUAL SERVICE			
Tutoring Program support staff	\$1,500	\$3,000	\$4,500
7. OTHER			
Rental Space	\$0	\$3,040	\$3,040
Telephone	\$0	\$5,000	\$5,000
Printing	\$0	\$1,500	\$1,500
Equipment repair	\$0	\$3,500	\$3,500
Technical Support	\$1,200	\$3,500	\$4,700
Staff training and conference	<u>\$2,500</u>	<u>\$1,000</u>	<u>\$3,500</u>
	\$3,700	\$17,540	\$21,240
TOTAL PROGRAM COST	\$32,000	\$46,740	\$78,740

Complete an operating budget on the entire agency.

Agency Name: Tutoring Center, Inc.

REVENUE SUMMARY

	Actual (Last Year)	Estimated (Current Year)	Proposed (Next Year)
	FY 2023/2024	FY 2024/2025	FY 2025/2026
City of Raleigh	35,100	35,100	35,100
County of Wake	30,000	40,000	50,000
State Government	50,000	55,000	60,000
Federal Government	70,000	75,000	80,000
Triangle United Way	70,000	80,000	85,000
Foundations	30,000	35,000	35,000
Program Service Fees	<u>30,000</u>	<u>35,000</u>	<u>40,000</u>
Total	\$315,100	\$355,100	\$385,100

EXPENDITURE SUMMARY

	Actual (Last Year)	Estimated (Current Year)	Proposed (Next Year)
	FY 2023/2024	FY 2024/2025	FY 2025/2026
Salaries	65,000	75,000	85,000
Fringe Benefits	30,000	35,000	40,000
Payroll Taxes	45,000	50,000	56,000
Staff Development	4,000	5,000	6,000
Telephone	10,000	10,000	10,000
Rental Space	40,000	45,000	50,000
Equipment/Supplies	25,100	25,100	25,100
Postage/Shipping	9,000	16,000	16,000
Utilities	20,000	25,000	26,000
Advertisement	10,000	11,000	12,000
Travel	20,000	21,000	22,000
Insurance	<u>37,000</u>	<u>37,000</u>	<u>37,000</u>
Total	\$315,100	\$355,100	\$385,100

APPENDIX B:
FEE SCHEDULE

**Human Services Agency
Grant Fee Schedule**

The below fee schedule is used to reimburse human service grantees on a fee-for-service basis.

Program/ Service Type	Description	Maximum Allowable Rate	Billing Unit
Adult Day Health Services	Provide structured therapeutic health services and supervised activities for persons with physical, mental, intellectual disabilities, or seniors who receive in-home services.	\$37.00	Per Day
After-School Program	Provide healthy social, cultural, educational or physical activities for elementary, middle or high school aged youth after school.	\$20.00	Per Hour
Case Management Services	Provide services to help clients gain access to needed medical, social, educational and other services.	\$54.00	Per Hour
Comprehensive Vision Screening	Program provides comprehensive eye exams and services to detect and treat vision problems and eye disease.	\$65.00	Per Screening
Detoxification Services	Program provides shelter, support and resources for individuals who receive detoxification services.	\$123.00	Per Day
Early Childhood Intervention	Provide services and supports to infants and young children with developmental delays and disabilities and their families.	\$108.00	Per Hour
Educational Trainings & Workshops	Coordinated programs and educational services provided in the form of trainings and workshops that enhance the quality of life of low-income residents.	\$55.00	Per Workshop/ Training
Emergency Shelter	Provide temporary shelter for homeless individuals and families. Additional services may include, food, clothing, emergency financial assistance and assistance in accessing other support services.	\$53.00	Per Day
Food Delivery Services	Targeted nutritious food or meal delivery services for individuals in need. This may include meal preparation, delivery and distribution.	\$7.00	Each
Food Distribution Services (Per Pound)	Targeted nutritious food or meal distribution for individuals in need. This includes food distributed by the pound.	\$0.06	Per Pound

Program/ Service Type	Description	Maximum Allowable Rate	Billing Unit
Hospice Services	Provide supportive care to people in the final phase of a terminal illness with a focus on comfort and quality of life.	\$205.00	Per Day
Housing Support Services	Assist individuals in the creation of housing support plans and foster the development of independent living skills.	\$67.00	Per Hour
In-Home Aide	Provide in- home services to elderly residents and their caregivers with the intention for recipients to continue to live in their homes and avoid institutional placement.	\$22.00	Per Hour
Legal Services	Provide direct legal representation, advocacy or legal advice in non-criminal matters. Assistance with connecting the enrollee to expert community resources to address legal issues.	\$64.00	Per Hour
Mental Health Services	Provide assessment, diagnosis, treatment or counseling to assist an individual or group in alleviating mental or emotional illness, symptoms, conditions or disorders.	\$59.00	Per Hour
Mentoring Services	Program to improve the well-being of youth by providing a role model that can support the youth academically, socially and/or personally.	\$22.00	Per Hour
Prescription Assistance Program	Program to help patients who lack health insurance or prescription drug coverage obtain the medications they need.	\$69.00	Per Prescription
Primary Care Services	Provide access to comprehensive, primary medical care to low- income individuals.	\$110.00	Per Visit
Short-Term Family & Temporary Housing	Provide temporary housing and comprehensive supportive services with the goal of independent living and self-sufficiency. Additional services may include, meals, assistance with job search and access to prevention and intervention services.	\$47.00	Per Day
Supported Employment/ Vocational Support	Provide assistance with choosing, acquiring, and maintaining employment for individuals.	\$39.00	Per Hour
Supportive Housing	Provide permanent housing for low-income individuals who may have been homeless in the past, or otherwise need access to more intensive social services.	\$33.00	Per Hour
Tutoring Services	Program that provides additional, special, or basic academic instruction to elementary, middle or high school aged youth.	\$20.00	Per Hour

APPENDIX C:
STANDARD TERMS AND CONDITIONS

1. GENERAL PROVISIONS

- a. The Service Provider shall perform the services as set forth on the Schedule of Services Form. Human Service Grant Funds must be used for services for citizens and households within the City of Raleigh with low to moderate incomes.
- b. The funding commitments of the City shall be limited to the period of July 1, 2024, through June 30, 2025.
- c. The Service Provider shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Agreement and will reimburse the City for the replacement value of its loss or damage.
- d. The Service Provider shall be considered an Independent Service Provider and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Service Provider represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with the City.
- e. This Agreement may be amended only by written agreement of the parties executed by their authorized representatives.
- f. This Agreement may not be assigned without the express written consent of the City.
- g. The Service Provider shall not use the existence of this Agreement, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

2. INDEMNITY

Except to the extent caused by the sole negligence or willful misconduct of the City, the Service Provider shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Service Provider in the performance of this Agreement. This representation and warranty shall survive the termination or expiration of this Agreement.

The Service Provider shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement.

3. PAYMENT OF FUNDS

- a. Payment of Funds specified in this Agreement, its continuation, or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Agreement.
- b. Disbursement of Funds are made semiannually, on a reimbursement basis. The disbursement of funds is initiated by the Service Provider by submitting a written funding request. The funding request and completed forms should be sent to the City of Raleigh's Department of Equity and Inclusion.
- c. It shall be the responsibility of the Service Provider to make semiannual written funding requests for the disbursement of Funds. Failure of the Service Provider to submit a funding request shall not entitle the Service

Provider to retroactive payment. Failure to submit a complete funding request by the due date may result in a delay or Funds being unavailable.

- d. Upon submittal of a complete, written funding request, the determination of the amount of reimbursement of Funds will be based upon units of objectives achieved. No substitution of units among objectives shall be permitted. Objectives must be accomplished as specified in the attached Schedule of Services Form.
- e. The Service Provider shall adhere to all Funding Qualifications, fiscal requirements, and reporting requirements. In the event any reports or required or requested items set forth within the Funding Qualifications are not received by the required date, the next payment will be withheld until the Service Provider complies with all requirements of this Agreement.

4. FUNDING QUALIFICATIONS

To qualify for the receipt of funds from the City of Raleigh, the Service Provider must meet the following requirements:

- a. The Service Provider has accurately conveyed the program to be funded to the City, financial participation by the City is authorized, and funds are available to be appropriated;
- b. The Service Provider is an incorporated nonprofit organization, certified as a tax- exempt organization under 26 United States Code § 501(c) (3);
- c. The Service Provider shall provide to the City executed copies of all grants awarded to the Service Provider, including, but not limited to, any operating and funding agreements with Federal, State, or local governments or any third-party entity.
- d. The Board of Directors or Program Administrators shall include in the Service Provider's bylaws, or adopt by resolution, a Conflict-of-Interest policy. The policy shall state that the Board members and employees shall avoid conflicts of interest and any conduct which may suggest the appearance of impropriety when exercising their responsibility to the Service Provider. This statement should preclude Board Members and employees from benefiting directly or indirectly from the Service Provider's activities except in their role as Board Members or employees.
- e. Adequate internal controls are established to ensure the protection of all assets.
- f. An Annual Performance Report be completed and provided to the City outlining the accomplishments of the program in which Raleigh clients were served with City funds for each Grant Year. Performance report forms should be obtained and submitted to the City on or before August 31st of each Grant Year. The last payment will be held until this yearly performance report is submitted, regardless of the status on the annual Audit. If the yearly performance report is not received by August 31st, the Service Provider will be referred to the City Council for further action.
- g. Service Provider Program Administrators will complete the Annual Agency Personnel Information Form, attached hereto as Attachment C, and the Bookkeeping System Checklist Form for External Agencies, attached hereto as Attachment B.
- h. All outstanding loans and/or accounts receivable with the City of Raleigh must be current. If at any time during a grant award period Service Provider becomes delinquent, greater than 60 days in arrears, on loans and/or accounts receivable with the City, grant funds not yet disbursed will be withheld until the delinquent conditions are resolved.
- i. Failure to comply with any of these requirements may result in suspension of current funding and/or elimination of further funding.

- j. Each Service Provider is required to furnish the items within the Schedule of Fiscal Requirements of Agency Activities, attached hereto as Attachment D and incorporated herein, to the City of Raleigh, Office of Equity and Inclusion, P. O. Box 590, Raleigh, North Carolina, 27602 pursuant to the schedule set forth therein.

5. AUDIT

- a. The Service Provider shall permit any City of Raleigh authorized representative to inspect the work, materials, payrolls, records, and other data with regard to the Service Provider's operation, and to audit the books, records and accounts of the recipient Service Provider on an annual, or more frequent basis, at the City's discretion.
- b. In instances where the maximum funding amount is \$25,000 or more, an annual financial audit conducted by an independent certified public accountant may be required, with a copy of the audit report, the auditor's management letter (if any), and a copy of the Service Provider's final budget for the audit period provided to the City within one hundred twenty (120) days following the end of the Service Provider's fiscal year. The fourth quarter payment will be held for the Service Provider until the Audit, management letter, and budget are received. If these are not received within one hundred twenty (120) days, the Service Provider will be referred to the City Council for further action.
- c. In cases where the maximum Agreement amount is less than \$25,000, an audit is recommended, but not required by the City. If a Service Provider receives an audit, a copy of the audit report, any management letter, and a copy of the Service Provider's final budget for the audit period, should be provided to the City within one hundred twenty

(120) days following the end of the Service Provider's fiscal year. The City, at its discretion, may require an examination of any Service Provider's financial records by the City's Controller Office Staff. The last payment will be held until all requested materials are received. If the Service Provider does not provide the above stated materials within one hundred twenty (120) days, it will be referred to the City Council for further action. Any questions regarding audit requirements by the Service Provider or the Service Provider's auditors can be directed to the City's Controller's office at (919) 996- 4970.

- d. The City of Raleigh Internal Audit Office may conduct an audit of Service Provider's financial, performance and compliance records maintained in connection with the operations and services performed under this Agreement. In the event of such an audit, Service Provider agrees to provide the Internal Audit Office with reasonable access to Service Provider's employees and make all such financial, performance and compliance records available to the Internal Audit Office. The Internal Audit Office agrees to provide the Service Provider with an opportunity to discuss and respond to any findings before a final audit report is issued. Records shall be made available for three (3) years after the final payment. City's rights under this provision shall survive the termination of this agreement. The City may conduct an audit up to three years after this agreement terminates.

6. INSURANCE

- a. In all cases where the grant is \$25,000 or more annually, a blanket (or position schedule) fidelity bond must be obtained by the Service Provider for those positions having responsibility for the management of funds. The amount of the bond(s) must be equal to or greater than one-half (1/2) of the City's total appropriation to the Service Provider during the fiscal year. A copy of the Certificate of Insurance documenting the Service Provider's fidelity bond status is to be provided to the City. If the Certificate of Insurance expires prior to the end of the City's fiscal year, it should be renewed and submitted upon receipt of renewal forms to document proof of current bonding status.
- b. The Service Provider shall maintain, on a primary basis and at its sole expense, at all times during the life of

this Agreement the following coverages and limits. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Service Provider is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Service Provider under this Agreement.

Commercial General Liability

Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability

Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Service Provider does not own automobiles, Service Provider agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability

policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought on a COR site.

Worker's Compensation & Employers Liability

Service Provider agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 statutory limits. If the Service Provider is not required under North Carolina General Statute Chapter 97 to maintain Worker's Compensation insurance, the City of Raleigh's Workers Compensation Indemnity Agreement must be completed.

The Service Provider shall provide Employers Liability coverage with minimum limits:

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$100,000 each employee
Bodily Injury by Disease:	\$100,000 policy limit

Service Provider agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

Additional Insured Status

Service Provider agrees to endorse the City of Raleigh as an Additional Insured on the Commercial General Liability, Automobile Liability and Excess/Umbrella Liability if being used to meet the standard limits of the General Liability and Automobile Liability. The Additional Insured shall read "City of Raleigh is named additional insured as their interest may appear".

Primary Coverage

For any claims related to this Agreement the Service Provider's insurance shall be primary insurance as respects the City of Raleigh, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Raleigh, its officers, officials, employees, agents, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it. Insurance must be maintained for length of Agreement's requirements. Service Provider is responsible for paying all deductibles or SIRs. Inadequate limits, non-payment of claims and or bankruptcy does not reduce Service Provider's liability. The City of Raleigh maintains the right to participate in litigation and or claim(s) resolution.

Certificate of Insurance

Service Provider agrees to provide the City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty

(30) day endeavor to notify, when available, by Service Provider's insurer.

If Service Provider receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Service Provider agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The Certificate Holder address should read:

City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590

Umbrella or Excess Liability

Service Provider may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Service Provider agrees to endorse City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

- c. All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh's Risk Manager.

7. SPECIAL CONDITIONS

The following special conditions must be met by the Service Provider:

- NONE

8. ACCOUNTING

- a. The Service Provider shall account for all Funds. Such accounting shall be in a form approved by the City and shall conform to generally accepted principles of accounting. The Service Provider shall provide such other information, records and documentation as the City may require from time to time.
- b. The Service Provider shall complete Attachment B, Bookkeeping System Checklist Form for External Agencies.
- c. Service Provider shall use an actual signature system on checks for the disbursement of funds. No disbursement shall be made without supporting documentation.
- d. All records supporting the disbursement of funds shall be retained for a minimum period of five (5) years.
- e. All bank accounts maintained by the Service Provider shall be reconciled monthly.

All records associated with the bank accounts shall be retained for a minimum period of five (5) years.

9. SEMIANNUAL REPORTING

- a. Semiannual reports of objectives achieved eligible for reimbursement under this Agreement shall be submitted by the Service Provider to the City. Reports will be due January 15 and July 15. If the deadline is a non-business day, the Semiannual Report will be due on the following business day.
- b. The reports shall be in such form and provide such detail as the City may require from time to time.
- c. The Service Provider shall provide documentation verifying services provided to Raleigh residents, as

determined to be sufficient by the City. To the extent permitted by law, including but not limited to the North Carolina Public Records Act, the City agrees to maintain the confidentiality of program records provided.

- d. Revisions to stated goals and objectives must be completed by the end of the halfway mark of the City's fiscal year (January 15). Requests for revision by the Service Provider must be written and submitted to the City for approval. Requests for revision shall include the reasons therefore and include any modifications to the Service Provider's Schedule of Services and objectives. Any approved revision shall not become effective until the subsequent quarter (May 1).
- e. Distribution of Funds shall be dependent upon the performance and completion of planned objectives. The City may require the Service Provider to provide justification for any objectives that are incomplete or fail to meet planned performance standards. Eligibility for distribution of unreimbursed funds shall be contingent upon approval of a Request for Revision and performance and completion of the revised objectives.
- f. The head of the City of Raleigh's Department of Equity and Inclusion, or his or her designee, shall review Reports submitted by the Service Provider, and shall evaluate the services contracted with the Service Provider as they relate to the Division's overall objectives. The evaluation may include a service evaluation (which may include site visits) and a client evaluation to measure client satisfaction of services received and assess the service delivery performance of the Service Provider.

10. TERMINATION

- a. The Service Provider covenants that all information provided, all statements and representations made on its application for the grant of funds made by this Agreement are true. The City may terminate this Agreement for any inaccuracy or misrepresentation in said application.
- b. The City may terminate this Agreement at any time by providing thirty (30) days written notice to the Service Provider. In addition, if Service Provider shall fail to fulfill in timely and

proper manner the obligations under this Agreement for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Agreement by giving written notice to the Service Provider and termination will be effective upon receipt. Service Provider shall cease performance immediately upon receipt of such notice.

- c. In the event of early termination, Service Provider shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Service Provider under this section exceed the total amount due Service Provider under this Agreement. The Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold any payment due to the Service Provider for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.
- d. Payment (obligation) of Funds specified in this Agreement, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Agreement.

11. VENUE

All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Agreement shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

12. NON-DISCRIMINATION

- a. To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and Service Providers agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Agreement or its performance.
- b. The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Agreement. This provision is incorporated into the Agreement for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Agreement.

13. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

14. E - VERIFY

Service Provider shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with NCGS §64-25 et seq. In addition, to the best of Service Provider's knowledge, any sub Service Provider employed by Service Provider as a part of this Agreement shall be in compliance with the requirements of E-Verify and NCGS §64-25 et seq.

15. APPLICABILITY OF NORTH CAROLINA PUBLIC RECORDS LAW

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the City by the Service Provider are subject to the public records laws of the State of North Carolina and it is the responsibility of the Service Provider to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Service Provider understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

16. FORCE MAJEURE

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Agreement, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Agreement must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Agreement by this provision.

17. NOTICE

All notices or other communications arising hereunder shall be sent to the following:

For City of Raleigh:
City Manager
City of Raleigh
Post Office Box 590
Raleigh, NC 27602

With a copy to:
City of Raleigh
Attn: Department of Equity and Inclusion
Post Office Box 590
Raleigh, NC 27602
Telephone: (919) 996-5740

For Service Provider: Service Provider Name
Address 1
Address 2
Telephone:

Notices shall be deemed delivered on the date sent if addressed as set forth herein. Either party may notify the other of a change of address, which will only be effective by written notice.

As necessary, day to day communication may occur between the Service Provider and the City.

18. COMPLIANCE

The Service Provider shall be required to comply with Federal, State and City statutes, ordinances and regulations applicable to the performance of the services under this Agreement.

19. ADVERTISING

The Service Provider shall not use the existence of this Agreement, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

20. ACKNOWLEDGEMENT OF CITY BRAND AND TREE LOGO OWNERSHIP AND RESTRICTIONS

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Service Provider acknowledges and understands that the City is not conferring any license to Service Provider under this Agreement to use or depict the Tree Logo or other aspects of the City Brand. Service Provider shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Service Provider for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Service Provider shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

21. IRAN DIVERSTMENT ACT CERTIFICATION

Service Provider certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State

Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Service Provider shall not utilize in the performance of the Agreement any subService Provider that is identified on the Final Divestment List.

22. COMPANIES BOYCOTTING ISRAEL DIVERSMENT ACT CERTIFICATION

Service Provider certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

23. WAIVER

No waiver of performance by either party shall be construed as a waiver of any subsequent default of any terms, covenants and conditions of this Agreement. The payment or acceptance of Funds for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

24. INCORPORATION OF DOCUMENTS/COMPLETE AGREEMENT

This Agreement, and any documents incorporated below, represent the entire Agreement between the parties and suspend all prior oral or written statements, agreements or Agreements.

Specifically incorporated into this Agreement are the following attachments, or if not physically attached, are incorporated fully herein by reference:

- Attachment A: Schedule of Services Form
- Attachment B: Budget Narrative
- Attachment C: Bookkeeping System Checklist Form for External Agencies
- Attachment D: Annual Agency Personnel Information Form
- Attachment E: Schedule of Fiscal Requirements of Agency Activities
- Attachment F: Certificate of Insurance

In cases of conflict between this Agreement and any of the above incorporated attachments or references, the terms of this Agreement shall prevail.

APPENDIX D: CERTIFICATE OF INSURANCE REQUIREMENTS

The City of Raleigh has insurance requirements for all grant recipients. Therefore, your organization must demonstrate that it has and will maintain the following insurance coverages throughout the 2024-2025 fiscal year:

- In all cases where the grant is \$25,000 or more annually, a **blanket (or position schedule) fidelity bond** must be obtained by the Service Provider for those positions having responsibility for the management of funds. The amount of the bond(s) must be equal to or greater than one-half (1/2) of the City's total appropriation to the Service Provider during the fiscal year. A copy of the Certificate of Insurance documenting the Service Provider's fidelity bond status is to be provided to the City. If the Certificate of Insurance expires prior to the end of the City's fiscal year, it should be renewed and submitted upon receipt of renewal forms to document proof of current bonding status.
- **Commercial General Liability** – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting product/completed operations, contractual liability or cross liability.
- **Commercial Automobile Liability** – Limits of no less than \$1,000,000 combined single limit. Ownership of motor vehicles by your organizations necessitates owned, non-owned and hired automobile coverage. If your organization does not own motor vehicles, you may satisfy this requirement by adding hired and non-owned auto liability coverage by way of endorsement to your commercial general liability policy or as a separate policy.
- **Umbrella or Excess Liability** – Your organization may satisfy the minimum liability limits required above under an umbrella or excess liability policy as long as the annual aggregate limits are not less than the highest “Each Occurrence” limit for required policies above.
- **Workers’ Compensation & Employers Liability** – The North Carolina Workers’ Compensation Act requires that all corporations employing three (3) or more people obtain workers’ compensation insurance with statutory limits and employers liability of no less than \$100,000 each accident. If your organization is not required by North Carolina statute to maintain workers’ compensation insurance (because it has two (2) or fewer employees) and does not have such a policy, the City’s workers’ compensation indemnity agreement must be completed.
- All insurance companies must be authorized to do business in North Carolina and be acceptable to the City’s Risk Manager.

Certificate of Insurance must show:

1. your organization’s legal name exactly;
2. the required insurance policies and their coverage limits;
3. that the City of Raleigh is endorsed as an additional insured on the commercial general liability and the auto liability coverage with the following text – **“City of Raleigh is named additional insured as their interest may appear”**; and
4. that the certificate holder section reads as follows – **“City of Raleigh, Post Office Box 590, Raleigh, NC 27602-0590”**.



CERTIFICATE OF LIABILITY INSURANCE

HOPSC-2

OP ID: AT

DATE (MM/DD/YYYY)
08/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insuuar nce Agent/Broker Name Insuuar nce Agent/Broker Street Address or P.O. BBox Insuuar nce Agent/Broker City, State & Zip Code Contactt & Phonnee Number	CONTACT NAME: Name PHONE (A/C, No, Ext): Phone Number FAX (A/C, No): E-MAIL ADDRESS: Email Address
	INSURER(S) AFFORDING COVERAGE INSURER A: NNaamee of Insuuar nce CCoomppaanyy INSURER B: Name of Insuuar nce CCoomppaanyy (if applicable) INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Company Name Compaanyny Street Address or P.O. Box Compaanyny City, State & ZZip CCoddee	Use Agency Legal Name Ensure Policy is Active

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN IS ACTIVELY TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER:: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			Enter Policy #	Effective Date	Expiration Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO OR RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP OP AGG \$ \$ \$
A	AUTOMOBILE LIABILITY (check all that apply) <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Enter Policy # (if applicable)	Effective Date	Expiration Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			Enter Policy # (if applicable)	Effective Date	Expiration Date	EACH OCCURRENCE \$ associated limit AGGREGATE \$ associated limit \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY Y/N ANY (PROVIDER) COMPARTNER EXCLUDED? <input type="checkbox"/> COFFICER/EMERER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Enter Policy # (if applicable)	Effective Date	Expiration Date	<input checked="" type="checkbox"/> WC STATU TORY LIMITS <input type="checkbox"/> COFFICER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			Enter Policy # (if applicable)	Effective Date	Expiration Date	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This must read:
The City of Raleigh, its officers, employees, and agents are listed as an additional insured.

COLOR KEY - COI example form

- Yellow: required limits for all events
- Pink: required limits for parades that have floats or events involving other moving vehicles
- Green: may be required to meet required limits for GL, AL, EL
- Blue: required limits for events hiring off-duty Raleigh Police
- Purple: required limits for events selling/consuming alcohol
- Other: additional fields may be required or waived, at the discretion of the Risk Management Dept.

CERTIFICATE HOLDER

City of Raleigh
P.O. Box 590
Raleigh, NC 27602

Ensure Certificate Holder Address

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature of authorized representative

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name and logo are registered marks

WORKER'S COMPENSATION INDEMNITY AGREEMENT

_____ is a non-profit which seeks to contract as an independent contractor with the City on a program. ___ has fewer than three employees and therefore has told the City of Raleigh that it is not required to and does not carry workers' compensation coverage. The City requires that its independent contractors carry workers' compensation coverage. Rather than obtaining coverage to contract with the City,

_____ agrees to indemnify and hold the City harmless from any and all claims, damages, losses, or expenses (including attorney's fees) that may be asserted against the City of Raleigh that otherwise might have been covered by workers' compensation insurance. _____ hereby covenants not to sue the City of Raleigh and not to assert a claim against the City for any matter that otherwise might have been covered by workers' compensation insurance.

This provision is a part of and integral to the contract for _____.

(Type name here)

(Signature)

(Date)

Sworn to and subscribed before me
this the _____ day of _____, 20__.

Notary Public

My commission expires: