

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 \$1,000 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 NORHT 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 seemed 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.