

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: Monday, February 7, 2005

SUBJECT: Scattered Site Program Contract for Application Preparation

ATTACHMENTS: Yes
1. Land-of-Sky Regional Council Technical Services Contract

SUMMARY OF REQUEST:

Following the first Public Hearing on the County's Scattered Site Housing (SSH) Program CDBG held on January 19th, staff requested that Land-of-Sky Regional Council prepare the County's 2005 SSH application for the amount of \$3,500, which is set aside within the grant. The attached technical services contract is for the preparation of the County's SSH grant application and requires no County funds.

COUNTY MANAGER RECOMMENDATION/BOARD ACTION REQUESTED:

The County Manager recommends that the Board authorize its Chairman to sign this contract document for forwarding to Land-of-Sky Regional Council and completion of its 2005 SSH grant application.

**LAND-OF-SKY REGIONAL COUNCIL
Technical Services Contract**

THIS AGREEMENT, made this _____ day of _____, 2005 by and between Land-of-Sky Regional Council, hereinafter called the "Council", and Henderson County, herein after called the "County":

W I T N E S S E T H

WHEREAS, the Council operates to provide planning and technical assistance to local governments and agencies in Region B; and

WHEREAS, The County has requested the Council to provide technical assistance in the preparation for the County's application for Community Development Block Grant (CDBG) Scattered Site Housing Program funds from the North Carolina Department of Commerce Small Cities Program for the purpose of rehabilitation, relocation and clearance of owner-occupied low and moderate income housing;

NOW, THEREFORE, the Council and the County mutually agree to the following:

1. **Employment and Scope of Work**

The County hereby agrees to engage the Council and the Council agrees to perform in a satisfactory and proper manner the work as described in the "Scope of Services" set forth in Exhibit A, attached hereto, and by this reference made a part hereof.

2. **Length of Contract**

The work of the Council shall commence on January 3, 2005 and shall be undertaken and completed in such sequence as to assure expeditious completion in light of the purposes of this Contract; but, in any event, the work required herein shall not extend beyond March 1, 2005.

3. **Assignability**

The Council shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of the Agency or unless specifically contained in the Scope of Work attached hereto.

4. **Compensation and Method of Payment**

The County will pay the Council for the services provided hereunder, at a flat fee of \$3,500.

5. **Termination of Contract for Cause**

If, for any cause, the Council shall fail to fulfill in a timely and proper manner its obligations under this Contract, or, if the Council shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Council of such termination fifteen days before such effective date. During the fifteen day notification period, the Council shall have the opportunity to remedy any failures or violations to avoid termination of the Contract. If termination occurs, the Council shall be entitled to receive just and equitable compensation for all satisfactory work completed.

6. **Changes**

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

7. **Indemnification**

- a. To the extent allowed by law, the Council agrees to indemnify, hold harmless and defend the County as well as its directors, officers, employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the Council or its employees or agents in performing or failing to perform any of its obligations under this Agreement.
- b. To the extent allowed by law, the County agrees to indemnify, hold harmless and defend the Council as well as its directors, officers, employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the County or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

8. **Records**

The Council shall maintain financial records pertaining to this contract for three years after final settlement of the Contract or until cleared by audit.

9. **Access to Records**

The Council shall have access to appropriate records on file at the County which are necessary for Council staff to fulfill the terms of this Contract.

10. **Interest of Contractor**

The Council covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Council further covenants that in the performance of this Contract no person having any such interest shall knowingly be employed.

11. **Findings Confidential**

Any reports, information, data, etc., given to or prepared or assembled by the Council under this Contract which the County requests to be kept confidential shall not be made available to any individual or organization other than the County, unless the Council is required by law to make said item or items available.

12. **Complete Agreement**

This Contract contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.

13. **Applicable Laws**

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina, and with federal laws and regulations required by the North Carolina Department of Commerce Small Cities CDBG Housing Development Program and The Department of Housing and Urban Development cited herein.

14. **Nondiscrimination Clause**

No persons in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

15. **Age Discrimination Clause**

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

16. **Nondiscrimination on the Basis of Handicap**

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

17. **Lobbying Clauses**

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

IN WITNESS WHEREOF, each party has caused this Agreement to be duly Executed on the day and year first above written.

Henderson County

Land-of-Sky Regional Council

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Contract No.

Henderson County

**Scattered Site
CDBG Application**

EXHIBIT A

SCOPE OF SERVICES Technical Services

This project will utilize CDBG Scattered Site Housing Program Planning funds to prepare an application for housing rehabilitation, relocation and clearance activities within Henderson County. All housing units will be owner-occupied, and the homeowners will be low and moderate income, as defined by HUD Income Limits.

The Council will assist the County in the preparation of the application to the CDBG program as required by the North Carolina Division of Community Assistance.

The Scope of Services is further detailed below.

Land-of-Sky Regional Council will be responsible for:

1. Assistance in the preparation of the 2005 CDBG Scattered Site Housing Program Application to the N.C. Division of Community Assistance.
2. Support The County in implementing two public hearings to request public input on the project as required by the CDBG application.
3. Other services necessary to submitting the grant application by the February 28, 2005 deadline.

The County will be responsible for:

1. GIS locating and preparing project maps as needed for application submittal.
2. Securing local municipality letters.
3. Submission of The County Letter of Intent.