

**STATE OF NORTH CAROLINA
COUNTY OF DURHAM**

**INTERLOCAL AGREEMENT
HOUSING OPPORTUNITIES FOR
PERSONS WITH AIDS (HOPWA)**

THIS SUB-GRANT AGREEMENT is entered into and shall be effective as of the 23 of February 2017, by and between City of Durham ('Grantee'), a body corporate and politic of the State of North Carolina, and Durham County (Project Sponsor), a political subdivision of the State of North Carolina located at 200 East Main Street, Durham, North Carolina 27701.

WHEREAS, the Grantee desires to make available to the Project Sponsor certain grant funds from the United States Department of Housing and Urban Development (HUD) known as the Housing Opportunities for Persons With AIDS (HOPWA) program, the 'Grant'; and

WHEREAS use of the HOPWA grant funding was approved by the Durham City Council as a part of the Fiscal Year 2015-2016 Annual Action Plan on April 20, 2015, and part of the Fiscal Year 2016-2017 Annual Action Plan on April 18, 2016; and

WHEREAS, the Project Sponsor is being awarded HOPWA Program funds by the Grantee for eligible activities as set forth in the HOPWA regulations; and

WHEREAS, the Project Sponsor agrees to this Agreement and its attachments as a condition of its receiving the federal funds referenced above; and

WHEREAS, the Project Sponsor further agrees that all activities conducted under the Agreement shall be of a type authorized by the provisions of Part 8, Article 19 of Chapter 160A of the General Statutes of North Carolina, as amended by Chapter 206 of the Session laws of 1987;

NOW, THEREFORE, in consideration of the mutual promises herein exchanged by and between the parties, it is agreed as follows:

RECITALS:

A. The City of Durham has entered into a grant Agreement with HUD for financial assistance to conduct the 'HOPWA Program' in the Eligible Metropolitan Statistical Area of Durham, Chatham, Orange, and Person Counties. This is pursuant to the Rules and Regulations promulgated by HUD governing the conduct of HOPWA programs, found at Title 24 of the Code of Federal Regulations (CFR) Part 574, as amended, (the 'Rules and Regulations');

B. As provided in the Rules and Regulations, the City is authorized to contract by sub-

grant Agreements with public entities or private non-profit entities for qualified activities and projects.

C. Under this sub-grant Agreement the Durham County Department of Social Services (DSS) is the Project Sponsor and will be a recipient of HOPWA program funds from the City.

1. **Entire Agreement.** This Agreement consists of this document and the following listed attachments:

Attachment I - Scopes of Work for FY 2015/16 and FY 2016/17

Attachment II – Program Budgets for FY 2015/16 and FY 2016/17

Attachment III – CAPER Report Form HUD-40110-D

Attachment IV – HOPWA Program Admin Tool

Attachment V – HOPWA Program HMIS Manual

2. **Project Responsibility.** The City's Department of Community Development (DCD) is hereby designated as the representative of the City regarding all HOPWA Program matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted. The City will monitor the performance of the Project Sponsor against goals and performance standards required in Attachments I, II, III, IV, and V. If, within a reasonable period of time, after being notified by the City, the Sponsor does not take action to correct any substandard performance, the City may initiate termination or suspension of the Agreement, which may result in withdrawal or termination of funding.

3. **Program.** The activities to be conducted hereunder are generally described as follows and referred to hereinafter as the 'Program':

<u>PROGRAM TITLE</u>	<u>PROGRAM TOTAL COSTS</u>
HOPWA SUPPORTIVE SERVICES & CASE MANAGEMENT	\$ 120,591.69
DIRECT STRMU PAYMENTS	\$ 150,478.09
ADMINISTRATION.....	\$ 9,376.00
	\$ 280,445.78

4. **Scope of Work.** The Project Sponsor shall perform or cause to be performed all work required for the Program described herein and, in that performance, shall be responsible for conducting all personnel staffing and contracting, providing all services, and furnishing all related real and personal property required. The Program shall be performed in a manner satisfactory to DCD and in accordance with the provisions of this Agreement.

5. Program Budget.

- A. A budget has been prepared by DCD for the Program prior to the execution of this Agreement. The Budget was prepared listing the major cost elements of the Program and showing the estimated cost of each of those elements equaling in sum total the fixed total project cost to be paid or reimbursed to the Project Sponsor for the Program.
- B. All changes within the budget(s) shall be reported in a timely manner for approval by DCD. All proposed changes in this Agreement, which would increase or decrease the amounts of funding or would result in a change in the scope, location or beneficiaries of the Program shall be submitted to DCD for prior approval and must be formally authorized by a written amendment to this Agreement.

6. Period of Performance.

- A. The period of performance of this Agreement shall be from November 24, 2016 through May 24, 2018.
- B. This Agreement may be extended at the City's option, on the same terms and conditions, and in such amount and budget, with written notice from City to the Project Sponsor in the form of an Amendment.
- C. All performance of this Agreement shall be undertaken and completed by the Project Sponsor in an expeditious manner and shall not extend beyond the end of the Period of Performance, unless the Parties elect to extend this Agreement. All amendments of this Agreement, including extensions of time and termination, shall be accomplished in writing.

7. Funding Amount

- A. Subject to the requirements of this Agreement, the City will fund to the Project Sponsor for the full performance of this Agreement and the actual conduct of the Program specified herein a total sub-grant amount of Two Hundred Eighty Thousand, Four Hundred Forty Five Dollars and 78/100 (\$280,445.78) for all Program elements undertaken by the Sponsor.
- B. The Project Sponsor must make a concerted, good-faith effort to expend the total funding amount specified above within the Period of Performance. The Sponsor's costs and expenditures shall not exceed the total funding amount. The City shall not be liable for, or reimburse the Sponsor for any extra costs to the Program, or any additional funding in excess of the total amount stated above, without a prior

written amendment of this Agreement.

- C. In the event the full funding amount to be paid or reimbursed hereunder by the City is not expended by the Project Sponsor for program costs, as specified in the FY 2015/16 and FY 2016/17 budgets contained in Attachments I and II by the end of the Period of Performance, the Sponsor shall refund, release or transfer any unexpended amount back to the City within 60 days after the end of the Period of Performance. The Project Sponsor shall be eligible to re-apply for these funds.
- D. The Project Sponsor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

8. Methods of Disbursement.

- A. The Project Sponsor will request payment from the City on a monthly basis, for reimbursement payments during the course of the Program.
- B. A request for monthly reimbursement payments on the Program shall be in a form and content as prescribed by DCD and shall be submitted to DCD for review and for a determination of payment. Upon approval by DCD, the request will be submitted for processing and payment will occur. Requests for payments shall be supported and documented as required by DCD, by the Project Sponsor for the period for which payment is requested.
- C. Expenditures under this Agreement determined by the City or HUD to be ineligible for payment, reimbursement or which are inadequately documented will be requested, in writing, to be, immediately refunded to the City.

9. Amendments.

Either of the parties may request amendments to any of the provisions of this Agreement at any time. No amendment shall be performed until mutually agreed to by the parties and executed.

- 10. HOPWA Program Compliance.** The Project Sponsor shall comply with the HOPWA program regulations set forth at 24 CFR Part 574 and applicable related federal regulations, including but not limited to 24 CFR Part 5, 24 CFR Part 84, and 24 CFR Part 85; and applicable Office of Management and Budget (OMB) Circulars referenced within the regulations. The Sponsor also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement, including following applicable regulations and using forms found in the June 2015 North Carolina Communicable Disease AIDS Care

- 11. Independent Contractor.** The relationship of the Grantee and the Project Sponsor under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between City and Sponsor of employer and employee, partners or joint venturers.

The parties agree that Project Sponsor's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

- 12. Indemnification.** Each Party (hereinafter '**Indemnitor**') shall indemnify and hold harmless, to the extent allowed by the law, the other Party and its Affiliates' directors, officers, employees and agents (hereinafter '**Indemnitees**') for and against any damages, losses, liabilities and reasonable expenses arising from claims made or suits brought by a third party incurred due to the negligent or willful misconduct of the Indemnitor's obligations under this Master Agreement or any Contribution Agreement. In the event of a claim against either Party, which may be subject to the indemnification obligations set forth in this Article, the Party seeking indemnification agrees to notify the other Party promptly of such claim and to cooperate fully with the other Party in the investigation and defense thereof. The indemnifying Party will have the right to assume and control the defense and settlement of such claim (including negotiations related to the settlement thereof), and in such case the indemnified Party may employ its own counsel if it wishes to do so, at its own expense. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the Parties, which immunity is hereby reserved by the Parties.

A. Waiver of Condition or Breach. No action or failure to act by the Grantee shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

B. Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the Grantee that are otherwise provided in or arise out of this Agreement. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Agreement.

13. Insurance and Bonding for contracts over \$50,000.00.

(1) General Insurance Requirements For All Policies

A. Project Sponsor holds a system of self-insurance that allows it to cover its activities under this Agreement.

B. The Project Sponsor shall furnish certificates of insurance, acceptable to the City, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. The City may request updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Agreement.

C. In the event any work is sub-contracted, the Project Sponsor shall require its sub-contractor(s), at no cost to the City, to secure and maintain all minimum insurance coverages required of the Project Sponsor hereunder.

D. All required policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to the City in a manner approved by the City's Risk Manager..

E. In the event Project Sponsor fails to maintain and keep in force any insurance policies as required herein, the City shall have the right at its sole discretion to obtain such coverage and reduce payments to Project Sponsor for the costs of said insurance.

(2) Required Insurance Policies. Project Sponsor, shall at its own cost maintain a system of self-insurance during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

A. Workers Compensation and employer's liability insurance as required by the State of North Carolina, unless a waiver of coverage is allowed and acquired pursuant to North Carolina law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is sub-contracted, the Project Sponsor shall require its sub-contractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to North Carolina law.

B. Commercial general liability insurance, on an occurrence form, in the minimum amount of \$2,000,000 per occurrence with a \$4,000,000 general policy aggregate. The policy shall protect the Project Sponsor from claims for damages for personal injury, including accidental death, and from claims for property damage that may

arise from the Sponsor's operations under this Agreement, whether performed by the Sponsor itself or anyone directly or indirectly employed or engaged by either of them.

14. **Termination.** Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 90 days before the effective date of such termination. In the event of any termination, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, records, reports or other materials prepared by the Project Sponsor under this Agreement shall, at the option of the City, become the property of the City. The Project Sponsor shall be entitled to receive just and equitable compensations for any satisfactory work completed on such documents or materials prior to the termination.
15. **Suspension.** The City may suspend this Agreement, in whole or in part, if the Project Sponsor materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Project Sponsor ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law solely for the recovery of funds illegally spent or converted.
16. **Records.** The Project Sponsor shall maintain accurate financial and service delivery records pertinent to the activities to be funded under this Agreement. Records shall be maintained for a period of five (5) years as set forth at 24 CFR § 574.530.
17. **Coordination with Other Targeted HOPWA Services.** The Project Sponsor shall coordinate and integrate, to the maximum extent practicable, HOPWA-funded activities with other programs targeted to people with HIV/AIDS in the Durham/Chapel Hill Eligible Metropolitan Statistical Area (EMSA) over which the services are coordinated to provide a strategic, community-wide system to prevent and end the spread of HIV/AIDS.
18. **System and Program Coordination with Mainstream Resources.** The Project Sponsor must coordinate and integrate, to the maximum extent practicable, HOPWA-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of HIV/AIDS may be eligible.
19. **Client Evaluation.** The Project Sponsor shall conduct an initial evaluation to determine individual or family's eligibility for HOPWA assistance and the amount and types of assistance needed to regain stability in permanent housing. These evaluations must be conducted in accordance with the assessment requirements set forth under HOPWA regulations and documented in individual client files.

20. **Annual Income.** When determining the annual income of an individual or family, the Project Sponsor must use the standard for calculating annual income under 24 CFR Part V. Calculations of individual and household income-eligibility must be documented in individual client files.
21. **Connecting Program Participants to Mainstream and Other Resources.** The Project Sponsor must assist each program participant, to obtain appropriate supportive housing-related services, as well as health, nutrition and quality of life community resources. Documentation of referrals to other services must be documented in individual client files.
22. **Housing Stability Case Management.** The Project Sponsor must follow the requirements for housing stability case management for individual HOPWA clients as outlined in the regulations, and document on-going case management in each file.
23. **Terminating Client Assistance.** If a Client violates the program requirements; the Project Sponsor may terminate their assistance in accordance with a formal process; a policy and appeals process, established by the Project Sponsor. The process must recognize the rights of individuals affected. The Project Sponsor must exercise judgment, consider the circumstances for termination and examine all extenuating circumstances in determining whether the violations warrant termination. A program participant's assistance should only be terminated in the most severe cases.
24. **Conflicts of Interest.**
 - A. **Organizational Conflicts of Interest.** The provision of any type or amount of HOPWA assistance may not be conditioned on an individual's or family's acceptance or occupancy of housing owned by the Project Sponsor, or a parent or subsidiary of the Project Sponsor. The Project Sponsor may not, with respect to individuals or families occupying housing owned by the Project Sponsor, or any parent or subsidiary of the Project Sponsor, carry out the initial evaluation.
 - B. **Individual Conflicts of Interest.** For the procurement of goods and services, the Project Sponsor must comply with the codes of conduct and conflict of interest requirements under 24 CFR § 85.36 (for governments) and 24 CFR § 84.42 (for private nonprofit organizations). For all other transaction and activities the Project Sponsor must follow the restrictions listed in 24 CFR § 574.624. All Contractors of the Project Sponsor must comply with the same requirements of this section.
25. **Displacement, Relocation and Acquisition.** Consistent with the goals and objectives of the HOPWA grant, the Project Sponsor agrees to assure that they will take all reasonable steps to minimize the displacement of persons, under this program. Project Sponsor will comply with all requirements regarding displacement

relocation and acquisition listed in 24 CFR §574.630.

26. **Recordkeeping & Reporting Requirements.** The Project Sponsor shall have written policies and procedures to ensure the requirements of the HOPWA program are met and shall maintain sufficient records to document HIV/AIDS status, risk of homelessness status, determination of eligibility, annual income, program participant records documenting eligible status, rental assistance Agreements and payments, monthly allowance for utilities used to determine compliance with rent restriction, compliance with housing standards, records of services and assistance provided for each type of service, coordination with the CoC and participation in HMIS, and all other requirements listed in 24 CFR § 574.530. Such information shall be made available to City for monitoring purposes on request.
27. **Confidentiality.** The Project Sponsor understands that client information collected under this Agreement is confidential and disclosure of information, except to parties of this Agreement, is prohibited unless written consent is obtained from the person receiving services. The Project Sponsor shall ensure the confidentiality of client data in accordance with 24 CFR §574.440.
28. **Close-Outs.** The Project Sponsor's obligation to the City shall not end until all close-out requirements are completed.
29. **Audits & Inspections.** All Project Sponsor records, with respect to any matters covered by this Agreement, shall be made available to the City, grantor agency, their designees or the federal government, at their request, any time during normal business hours. Any deficiencies noted in any audit reports must be fully addressed by the Project Sponsor within a time period agreed upon. Failure of the Project Sponsor to comply with audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments to them. The Project Sponsor hereby agrees to have an audit conducted in accordance with current City of Durham's policy concerning audits; and, as applicable, OMB Circular A-133.
30. **Progress Reports.** During the Program, the Project Sponsor shall prepare and submit reports on the Performance of the Program on a monthly basis. Additional reports may be requested by the City throughout the term of the contract. Within 30 days of the end of the City's Fiscal Year the Project Sponsor shall submit to the DCD a draft CAPER (HUD Form – 40110-D) made part of this Agreement as Attachment III.
31. **Other Federal Requirements.**
 - A. **Prohibited Activities.** The Project Sponsor or personnel employed in administration of the Program is prohibited from using funds provided herein for political activities, sectarian or religious activities, lobbying, political

patronage, and nepotism.

- B. **Non-discrimination and Equal Opportunity.** The Project Sponsor, and all persons acting on its behalf, agree that they shall comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105(a) and with all federal, state and City laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).
- C. **Section 3 Compliance.** The Project Sponsor, and any of the Project Sponsor's sub-recipients and sub-contractors, shall comply with the provisions of Section 3 of the Housing and Urban Development Act, as set forth in 24 CFR Part 135. The Project Sponsor certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Project Sponsor will include this Section 3 clause in every sub-contract and will take appropriate action pursuant to the sub-contract upon a finding that the sub-contractor is in violation of regulations issued by the grantor agency. The Project Sponsor will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any sub-contract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- D. **Affirmative Outreach.** The Project Sponsor must make known that the services of this Program are available to all who qualify on a non-discriminatory basis. The Project Sponsor must take appropriate steps to ensure effective communication with persons with qualifying disabilities including, but not limited to, adopting procedures that will make available to interested qualifying persons information concerning the location of assistance, services, and facilities that are accessible to persons with qualifying disabilities. Consistent with Title VI and Executive Order 13166, recipients and sub-recipients are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.
- E. **Uniform Administrative Requirements.** The requirements of 24 CFR part 85 apply to the recipient and Project Sponsors that are units of general purpose local government, except that 24 CFR 85.24 and 85.42 do not apply, and program income is to be used as match under 24 CFR 85.25(g). The requirements of 24 CFR part 84 apply to Project Sponsors that are private non-profit organizations, except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the no-federal share under 24 CFR

84.24(b). These regulations include allowable costs and non-Federal audit requirements.

- F. Environmental Review Responsibilities.** The Project Sponsor shall not be required to assume the environmental responsibilities described at 24 CFR Part 50 or the review process under 24 CFR Part 52. The City will be responsible for the HOPWA program environmental review compliance.
- G. Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the HOPWA Program.
- H. Hatch Act.** The Project Sponsor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.
- I. Lobbying.** The Project Sponsor hereby certifies that:

 - i. No federally appropriated funds have been paid or will be paid, by or on behalf of it, 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;
 - ii. If any funds other than federally 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, it will complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions;
 - iii. It will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-awards shall certify and disclose accordingly; and
 - iv. This certification 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.

32. **Assignments and Contracting.** The responsibility for the performance of this Agreement shall not be assigned, transferred or contracted out by the Project Sponsor without the prior written consent of the City. Contracts or purchase orders by the Project Sponsor for the acquisition of equipment, materials, supplies or services for the Program do not require the consent of the City, but shall be done in accordance with the competitive bidding requirements of this Agreement and any applicable state laws and local government ordinances.
33. **Sub-contracts.** The Project Sponsor shall not enter into any sub-contracts with any agency or individual in the performance of this Agreement without the consent of the City prior to the execution of such subcontract. The Project Sponsor will monitor all sub-contracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of non-compliance. The Project Sponsor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any sub-contract executed in the performance of this Agreement. The Project Sponsor shall undertake to insure that all sub-contracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all sub-contracts shall be forwarded to the City along with documentation concerning the selection process.
34. **Ethical Standards.** Project Sponsor represents that it has not: (a) provided an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee, or relative or business entity of a former City officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Durham City's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Durham City Code of Ordinances, 2001); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or Durham City ordinances.
35. **Campaign Contributions.** Project Sponsor acknowledges the limits on campaign contributions by contractors to City candidates, pursuant to Chapter 2.72A, Durham City Code of Ordinances (2001). Project Sponsor further acknowledges that violating campaign contribution limitations may result in criminal sanctions as well as termination of this Agreement. Sponsor represents, by executing this Agreement,

that Sponsor has not made or caused others to make any campaign contribution to any City candidate in violation of the above-referenced City ordinance.

36. Public Funds and Public Monies.

A. Definitions. ‘Public funds’ and ‘public monies’ mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any City, County, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of ‘public funds’ while in Project Sponsor’s possession.

B. Project Sponsor’s Obligation. Project Sponsor, as recipient of ‘public funds’ and ‘public monies’ pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these ‘public funds’ and ‘public monies’ as authorized by law and this Agreement for the provision of services to City of Durham. Project Sponsor expressly understands that City may monitor the expenditure of public funds by Project Sponsor. Project Sponsor expressly understands that City may withhold funds or require repayment of funds from Project Sponsor for contract non-compliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

37. Survival of Provisions. The parties to this Agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this Agreement that requires some action to be taken by either or both of the parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.

38. E-Verify compliance under 143-133.3. The Project Sponsor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). This E-Verify compliance under 143-133.3 section is intended to apply to only the contracts to which NCGS 143-133.3(a) applies and shall be construed in accordance with that statute. Any clause in this contract included under the authority of NCGS 160A-20.1(b) shall be of no effect; provided, however, to the extent (if any) required to comply with NCGS 143-129(j), a clause in this contract requiring the Project Sponsor and its subcontractors to comply with the requirements

of Article 2 of Chapter 64 shall remain in effect if this Agreement is subject to NCGS 143-129

- 39. Iran Divestment Act Certification.** Project Sponsor by signing/executing this Agreement certifies that as of the date of this Agreement Project Sponsor is not on the Final Divestment List as created by the State Treasurer pursuant to North Carolina General Statute 147-86.58 and is in compliance with the requirements of the Iran Divestment Act and North Carolina General Statute 147-86.59. Project Sponsor shall not utilize in the performance of this Agreement any subcontractor that is identified on the Final Divestment List.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be approved by its governing body or board and to be duly executed as follows:

CITY OF DURHAM:

By: Thomas J. Bonfield 3/19/17
Thomas J. Bonfield, City Manager (date)

ATTEST: DURHAM

By: D. Ann Gray 3-13-17
D. Ann Gray, City Clerk (date)

**STATE of NORTH CAROLINA
COUNTY of DURHAM**

I, a Notary Public in and for the aforesaid County and State certify that D. Ann Gray personally appeared before me this day, and acknowledged that she is the City Clerk of the **City of Durham**, a municipal corporation, and that by authority duly given and as the act of the City, the foregoing contract was signed in its corporate name by its City Manager, sealed with its corporate seal, and attested by its said City Clerk. This the 13th day of March, 2017.

Notary Public: Tonette Amos
My Commission Expires: 07-17-2017



Pre-Audit Certification

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. This, the 9 day of March, 2017.

[Signature] 3/9/17
City of Durham, Finance Officer (date)

**PROJECT SPONSOR
DURHAM COUNTY**

By: _____

Michael A. Becketts, Director (Date)

ATTEST

By _____

(Date)

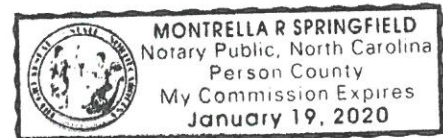
**NORTH CAROLINA
DURHAM COUNTY**

I, a Notary Public in and for the aforesaid County and State, certify that Michael A. Becketts personally appeared before me this day and stated that he or she is Director Secretary of Durham County DSS, a corporation, and that by authority duly given and as the act of the corporation, the foregoing contract with the City of Durham was signed in its name by its Governing Board Chairperson, whose name is _____, sealed with its corporate seal, and attested by him/herself as its said Secretary or Assistant Secretary.

This the 4TH day of February, 2017.

Notary Public: _____

My Commission Expires: _____



**ELECTRONIC ROUTING APPROVAL FORM
FOR CONTRACTS TO BE EXECUTED WITH INK AND PAPER
(THIS IS NOT A CONTRACT DOCUMENT)**

[Use this form when the City Manager or a designee is to sign a contract with pen and ink on paper and you need to track the document through the Onbase contracting system before obtaining the required ink signatures.

Here's what to do:

- 1. When ready to scan the paper contract to be executed with ink pen, print out this tracking form on a single page and make it the LAST page of your scanned contract document. Indicate for the approvers that his/her "electronic signature" should be place on THIS tracking form page and NOT the formal signature page requiring the ink pen signatures.*
- 2. After the contract has been fully approved within Onbase and the electronic "approval" signatures have been provided below by (a) the Finance Officer, (b) City Manager (or designee), and (c) the City Clerk, you may begin to circulate at least 2 original hard-copy contract(s) for final ink pen signatures and acknowledgement.*

– Fred Lamar 10-07-2010]

ONBASE CONTRACTING NO: 14279

CONTRACT NAME: INTER-LOCAL AGREEMENT WITH DURHAM COUNTY DEPARTMENT OF SOCIAL SERVICES FOR HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) SERVICES

The following electronic signatures are required for authorization of final ink pen signatures for hard-copy original contracts:

ATTEST:

CITY OF DURHAM

_____ By: _____

preaudit certificate, if applicable _____

**ELECTRONIC ROUTING APPROVAL FORM
FOR CONTRACTS TO BE EXECUTED WITH INK AND PAPER
(THIS IS NOT A CONTRACT DOCUMENT)**

[Use this form when the City Manager or a designee is to sign a contract with pen and ink on paper and you need to track the document through the Onbase contracting system before obtaining the required ink signatures.

Here's what to do:

- 1. When ready to scan the paper contract to be executed with ink pen, print out this tracking form on a single page and make it the LAST page of your scanned contract document. Indicate for the approvers that his/her "electronic signature" should be place on THIS tracking form page and NOT the formal signature page requiring the ink pen signatures.*
- 2. After the contract has been fully approved within Onbase and the electronic "approval" signatures have been provided below by (a) the Finance Officer, (b) City Manager (or designee), and (c) the City Clerk, you may begin to circulate at least 2 original hard-copy contract(s) for final ink pen signatures and acknowledgement.*

- Fred Lamar 10-07-2010]

ONBASE CONTRACTING NO: 14279

CONTRACT NAME: INTER-LOCAL AGREEMENT WITH DURHAM COUNTY DEPARTMENT OF SOCIAL SERVICES FOR HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) SERVICES

The following electronic signatures are required for authorization of final ink pen signatures for hard-copy original contracts:

ATTEST:

CITY OF DURHAM

Attest:

J. Ann Gray
City Clerk



By:

Thomas J. Bonfield

Thomas J. Bonfield
City Manager

preaudit certificate, if applicable _____

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

David J. Hickman

Deputy Finance Officer- David J. Hickman
City of Durham

ATTACHMENT I - A
SCOPE OF WORK FY 2015-2016

PROJECT SPONSOR: DURHAM COUNTY DEPARTMENT OF SOCIAL SERVICES
PROJECT: HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)

The Scope of work to be performed for this Program using Fiscal Year 2015-2016 HOPWA funding is as follows:

Program Activities: HOPWA Supportive Services, Case Management for Tenant Based Rental Assistance (TBRA) and Short Term Rent, Mortgage, Utility (STRMU), and direct STRMU payments to stabilize housing and prevent homelessness

NATURE AND SCOPE OF PROJECT

The Housing Opportunities for Persons With AIDS (HOPWA) Agreement will serve individuals and families experiencing housing instability who:

- 1) Need **Supportive Services** to identify housing and other community resources to maintain stable housing;
- 2) Need **Supportive Services** to develop housing, budget, and health care skills and strategies to prevent becoming homeless. The program assists persons receiving either STRMU, or TBRA voucher payments and their families being impacted by HIV/AIDS, minimizes the likelihood of homelessness caused by housing instability, and facilitates their access to resources in the community.
- 3) Need time-limited assistance in order to maintain and keep housing to prevent homelessness through **Short-Term Rent, Mortgage and/or Utility** payments (STRMU).

The Durham County Department of Social Services (DSS) will provide limited financial assistance for eligible households to remain in their current housing using STRMU funds, and offer participants comprehensive Supportive Services by linking assisted participant's housing plans and medical plans to other community resources and programs such as Ryan White for individuals needing additional medical, health-related counseling, and other non-housing related issues. DSS will also provide Supportive Services, including collecting health outcomes, for up to sixteen participants being assisted with Tenant Based Rental Assistance (TBRA) vouchers through the Durham Housing Authority (DHA). DSS will use existing relationships with landlords and housing providers throughout the four-county Durham-Chapel Hill Eligible Metropolitan Statistical Area to transition a limited number of HOPWA-eligible households into more permanent housing through the use of TBRA vouchers.

Outputs: Specifically the Durham County Department of Social Services shall:

1. Provide **140** Supportive Services to assist HOPWA-eligible clients in becoming knowledgeable about the agencies and organizations that provide affordable housing, and refer clients to external services to improve their quality of life and maintain stable housing.
2. Provide at least **31** participants with Short Term Rent, Mortgage, and Utility payments not to exceed \$1,750 within the City's calendar year to prevent the homelessness of the tenant or mortgagor of a dwelling.

Outcomes:

1. 75% of HOPWA STRMU clients remain in stable/permanent housing* at the end of the program year.

*Stable or permanently housed is defined as maintaining private housing without subsidy where assistance was provided or completed and the client is stable and not likely to seek additional support; OR

Other private housing without subsidy where a client switched housing units and is now stable, and not likely to seek additional support; OR

Client has obtained other HOPWA housing subsidy assistance; OR

Client has obtained other housing subsidy.

Durham County Department of Social Services
FY 2015-2016 HOPWA Budget

Activity	Services Total	Budget
Short-Term Rental Mortgage and Utility (STRMU)		\$ 51,904.21
STRMU Payments to Vendors	\$ 43,870.52	
Case Management	\$ 8,033.69	
Tenant Based Rental Assistance (TBRA)		\$ 8,033.69
Case Management	\$ 8,033.69	
Supportive Services		\$ 24,101.06
Case Management	\$ 24,101.06	
Administration		\$ 9,376.00
Total Budget:		\$ 93,414.95

ATTACHMENT II

SCOPE OF WORK AND BUDGET FY 2016-2017

PROJECT SPONSOR: DURHAM COUNTY DEPARTMENT OF SOCIAL SERVICES
PROJECT: HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)

The Scope of work to be performed for this Program using Fiscal Year 2016-2017 HOPWA funding is as follows:

Program Activities: HOPWA Supportive Services, Permanent Housing Placement (PHP) services, and Short Term Rent, Mortgage, Utility (STRMU) payments to stabilize housing and prevent homelessness

NATURE AND SCOPE OF PROJECT

The Housing Opportunities for Persons With AIDS (HOPWA) Agreement will serve individuals and families experiencing housing instability who:

- 1) Need **Supportive Services** to identify housing and other community resources to maintain stable housing;
- 2) Need **Supportive Services** to develop housing, budget, and health care skills and strategies to prevent becoming homeless. The program assists persons and their families being impacted by HIV/AIDS, minimizes the likelihood of homelessness caused by housing instability, and facilitates their access to resources in the community.
- 3) Need time-limited assistance in order to maintain and keep housing to prevent homelessness through **Short-Term Rent, Mortgage and/or Utility** payments (STRMU).
- 4) Needing **Permanent Housing Placement** services associated with application fees, credit checks, security deposits, first month's rent, or costs of utility hook-ups with the goal of establishing permanently affordable rental residence for HOPWA program households securing HOPWA TBRA vouchers, or Durham Housing Authority Housing Choice Vouchers, or moving to subsidized place-based affordable rental housing within the Durham/Chapel Hill EMSA.

The Durham County Department of Social Services (DSS) will provide limited financial assistance for eligible households to remain in their current housing using STRMU funds, and offer participants comprehensive Supportive Services by linking assisted participant's housing plans and medical plans to other community resources and programs such as Ryan White for individuals needing additional medical, health-related counseling, and other non-housing related issues. DSS will provide Supportive Services for up to sixteen participants being assisted with Tenant Based Rental Assistance (TBRA) vouchers through the Durham

Housing Authority (DHA). DSS will provide Permanent Housing Placement services for at least seven HOPWA-eligible households moving to subsidized rental housing in coordination with DHA. DSS will use existing relationships with landlords and housing providers throughout the four-county Durham-Chapel Hill Eligible Metropolitan Statistical Area to transition a limited number of HOPWA-eligible households into more permanent housing through the use of TBRA vouchers.

Outputs: Specifically the Durham County Department of Social Services shall:

1. Provide **300** Supportive Services to assist HOPWA-eligible clients in becoming knowledgeable about the agencies and organizations that provide affordable housing, and to refer clients to external services to improve their quality of life and maintain stable housing
2. Provide at least **60** participants with Short Term Rent, Mortgage, and Utility payments not to exceed \$1,750 within the City's calendar year to prevent the homelessness of the tenant or mortgagor of a dwelling.
3. Provide Permanent Housing Placement services for at least **7** HOPWA-eligible households.

Outcomes:

1. 75% of HOPWA STRMU clients will remain in stable/permanent housing* at the end of the program year.

*Stable or permanently housed is defined as maintaining private housing without subsidy where assistance was provided or completed and the client is stable and not likely to seek additional support; OR

Other private housing without subsidy where a client switched housing units and is now stable, and not likely to seek additional support; OR

Client has obtained other HOPWA housing subsidy assistance; OR

Client has obtained other housing subsidy.

2. 100% of PHP-assisted households will be permanently housed and stabilized.

Durham County Department of Social Services
FY 2016-2017 HOPWA Budget

Activity	Services Total	Budget
Short-Term Rental Mortgage and Utility (STRMU)		\$ 122,692.22
STRMU Payments to Vendors	\$ 106,607.57	
Case Management	\$ 16,084.65	
Tenant Based Rental Assistance (TBRA)		\$ 16,084.65
Case Management	\$ 16,084.65	
Supportive Services		\$ 48,253.95
Case Management	\$ 48,253.95	
Total Budget:		\$ 187,030.83