

Public Records Request #2209

The following materials have been gathered in response to public records request #2209. These materials include:

- Contract #2019001000

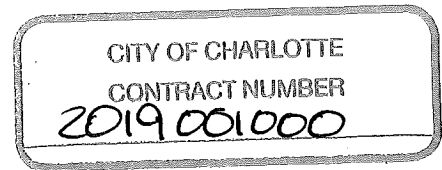
This information was provided as a response to a public records request on 4/24/19 and is current to that date. There is a possibility of more current information and/or documents related to the stated subject matter.

Further Information

For further information about this request or the Citywide Records Program, please contact:

Cheyenne Flotree
Citywide Records Program Manager
City of Charlotte/City Clerk's Office
600 East 4th Street, 7th Floor
Charlotte, NC 28202
Cheyenne.Flotree@charlottenc.gov

Amelia Knight
Public Records Specialist
City of Charlotte/City Clerk's Office
600 East 4th Street, 7th Floor
Charlotte, NC 28202
Amelia.Knight@charlottenc.gov



CONTRACT

Local Initiatives Support Corporation (LISC)
FY2019, \$200,000, Paygo Funds

This Agreement, entered into as of the first day of February, 2019, by and between the CITY OF CHARLOTTE hereafter referred to as the "City" and the Local Initiatives Support Corporation (LISC), a New York not-for-profit corporation, hereafter referred to as the "Subrecipient";

WHEREAS, the City wishes to partner with Bank of America, Wells Fargo and the Foundation of the Carolinas to engage LISC to support projects to revitalize communities and bring greater economic opportunity to residents. These projects include affordable housing, better schools, safer streets, growing businesses, and programs that improve the financial outlook of people.

WHEREAS, the City wishes to enter into an agreement with the Subrecipient to provide certain services and produce related outcomes;

THEREFORE, in consideration of the mutual covenants and conditions, it is agreed by the parties as follows:

1. Scope of Services

The Subrecipient shall complete activities listed in Attachment 1 "Scope of Services" within the Performance Period. Failure to complete activities listed in Attachment 1 during the Performance Period may result in withholding or denial of monetary disbursements or reimbursements of funds to the City.

2. Performance Monitoring

The City will evaluate the Subrecipient in relation to satisfactory completion of the scope of services detailed in Attachment 1 and all applicable Federal, State and City regulations, rules and policies as more fully described herein.

3. Performance Period

Funding provided under this Agreement shall be drawn down, expended and all activities be completed between February 1, 2019, and January 31, 2020 ("Performance Period"). This contract will be eligible for renewal for two additional years.

4. Payment

It is expressly agreed that the total amount to be paid to the Subrecipient by the City for services described in this Agreement shall not exceed two hundred thousand dollars (\$200,000). The City will not be responsible for payment of interest charges, penalties, or late fees for either partial or final payments. This contract is eligible for renewal for two additional years with a total amount to be paid to the Subrecipient by the City for services described in this Agreement shall not exceed two hundred thousand dollars (\$200,000) per contract renewal.

5. Agreement Attachments

The following named attachments, exhibits and schedules hereto are an integral part of this Agreement and are deemed incorporated by reference herein;

Attachment 1 – Scope of Services

Attachment 2 – HNS Language Access Plan

6. General Conditions

a. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. As an independent contractor, the Subrecipient (and not the City) shall be responsible for payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance with respect to employees of the Subrecipient.

b. Familiarity and Compliance with Laws and Ordinances

The Subrecipient shall make itself aware of and comply with, and shall cause each of its subcontractors to comply with, all applicable Federal, State, and local laws and regulations applicable to the Scope of Services, including obtaining all required permits and licenses.

c. Indemnity

Subrecipient agrees to, and hereby does, indemnify and hold harmless the City and its officers, officials, employees, and agents ("Indemnified Parties") from and against any and all damages, penalties, fines, claims, suits, liabilities, costs (including clean-up costs), judgments and expenses (including reasonable attorneys' fees), arising out of or in any manner relating to Subrecipient's performance or failure to perform or from any act of gross negligence or willful misconduct by Subrecipient or any of its agents, employees, contractors or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or arising from the Subrecipient's violation of any law (including without limitation environmental and immigration laws); provided, however, Subrecipient shall not be required to indemnify or hold harmless any of the Indemnified Parties for any act of gross negligence or willful misconduct committed or caused by an Indemnified Party. The City shall not become a guarantor of work performed by any contractor or for goods or services provided by any vendor, whether or not approved by the City. The City shall not be liable for any breach of contract or tort committed by any contractor, supplier or vendor of Subrecipient.

By signing this agreement, the Subrecipient acknowledges adherence to the following certificates:

d. Drug Free Workplace Certificate

The Subrecipient shall provide a drug-free workplace during the performance of this Agreement. This obligation is met by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an ongoing drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The grantee's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
- 4) Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5) Notifying the City of Charlotte, in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designees on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including terminations, consistent with

the requirements of the Drug Free Workplace Act of 1998 (The Act); or

b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5 and 6.

e. Nondiscrimination Certification

As a condition of entering into this agreement, the Subrecipient represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Subrecipient retaliate against any person or entity for reporting instances of such discrimination. The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Subrecipient understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the Subrecipient from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Subrecipient agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Subrecipient has used on City contracts in the past five years, including the total dollar amount paid by the Subrecipient on each subcontract or supply contract. The Subrecipient further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Subrecipient agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Subrecipient to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Subrecipient understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Subrecipient from participating in City contracts and other sanctions.

- f. NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel
The Subrecipient certifies that (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract, the Subrecipient further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to the Subrecipient appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.
- g. Employment Restrictions
The Subrecipient is prohibited from using funds received pursuant to this Agreement or personnel employed in the administration of the Scope of Services for political activities, sectarian or religious activities, lobbying, political patronage, or nepotism activities.
- The Subrecipient agrees that no Federal funds provided, nor personnel employed under this Agreement, shall be engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.
- h. Civil Rights Compliance
The Subrecipient agrees to comply with, and use its best efforts to ensure its subcontractors comply with, all applicable Federal, State and City civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination

Action of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program; provided, however, that such agreement to comply is conditioned upon the City delivering to the Subrecipient written notice describing in detail such applicable regulations within thirty (30) days after the date of execution of this Agreement.

i. Insurance Requirements

The Subrecipient shall, during the life of the Agreement with the City, be required to purchase and maintain the following insurance with a company acceptable to the City and authorized to do business with the State of North Carolina:

~~Automobile Liability Insurance:~~ Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

Comprehensive General Liability: Bodily injury and property damage liability as shall protect the Subrecipient and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by the Subrecipient, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury for each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement.

Worker's Compensation and Occupational Disease Insurance: In conformance with State Law, in an amount of \$100,000 each accident and disease for each

employee, and \$500,000 disease policy limit providing coverage for employees and owners.

Fidelity Bond Insurance (Employee Dishonesty): Employee Fidelity Insurance coverage protects the employer against a dishonest act by an employee. The amount of the fidelity bond shall be at a minimum of \$50,000.

The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Subrecipient and/or subconsultant or subcontractor providing such insurance.

The City shall be named as additional insured under the commercial general liability insurance for operations and services rendered under this Agreement. At the time of execution of the Agreement, certificates of all required insurance shall be furnished to the City and shall contain the provision that the City will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring company.

j. Access To Records

The Subrecipient shall furnish and, if applicable, cause each of its subcontractors to furnish all information and reports required hereunder and, with ten (10) business days advance written notice will permit access to its books, records and accounts during the Subrecipient's normal business hours for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein by the City and with respect to records pertaining to the use of Federal Funds or Program Income, HUD or its agent or other authorized federal officials.

k. Subcontracting

The Subrecipient shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Subrecipient shall remain the prime contractor and will assume all responsibility for the performance of the services that are supplied by the subcontractor. Additionally, the City must be named as a third party beneficiary in all subcontracts related to this Agreement. Subcontractors' contracts will include required certifications and requirements noted in Subrecipient's Agreement.

l. EO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an "Equal Opportunity and Affirmative Action Agency", "EO/AA", or a similar statement or designation.

m. E-Verify

As a condition for payment under this Agreement, Subrecipient shall: (i) comply with the E-Verify Requirements set forth in Article 2 of Chapter 64 of the North Carolina General Statutes (the "E-Verify Requirements"); and (ii) cause each subcontractor under this Agreement to comply with such E-Verify Requirements as well. Subrecipient will indemnify and save harmless the City from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of any failure by Subrecipient to comply with the E-Verify Requirements or this provision.

n. Religious Organizations

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations.

o. Grantor Recognition

The Subrecipient shall use best efforts to ensure recognition of the role of the City of Charlotte in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source (i.e., the City of Charlotte). In addition, the Subrecipient will include a reference to the support provided herein in all materials published with funds received under this Agreement.

p. Copyright

To the extent that funds granted under this Agreement are utilized to develop any copyrightable material, the author and/or Subrecipient are free to copyright such material, however, the City reserves a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, such material exclusively for government purposes.

7. Special Conditions –

a. Records and Reports

The Subrecipient shall maintain all records to the extent applicable to the activities to be funded under this Agreement. The Subrecipient shall retain all records related to activities under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal, State or local audit findings, whichever occurs later.

The Subrecipient must report to the City not less than quarterly on its accomplishments under this Agreement. Additional reporting and record keeping requirements may be required as described in Attachment 1.

b. Program Income

At the end of the program year, the City may require remittance of all or part of

any program income balances (including investments thereof) held by the Subrecipient.

c. Program Requirements

The Subrecipient shall carry out each activity under this Agreement in compliance with all local laws and regulations.

d. Suspension and Termination

The City and Subrecipient 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 60 days before the effective date of such termination. Partial terminations or amendments of the Scope of Services described in Attachment 1 requested by the Subrecipient may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City. The Subrecipient shall be entitled to receive just and equitable compensation and/or reimbursement for work completed prior to the termination.

The City and Subrecipient may also suspend or terminate this Agreement, in whole or in part, upon thirty days' written notice, in accordance with the cure provisions contained herein, if the other party 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 Subrecipient ineligible for any further participation in City agreements or contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations or terms and conditions of this Agreement, the City shall notify the Subrecipient in writing of such alleged noncompliance and the Subrecipient shall have thirty (30) days from the date of receipt of such written notice to (i) adequately address such allegations or (ii) cure any actual noncompliance or take reasonable action to evidence the Subrecipient's efforts to cure such noncompliance should the noncompliance require longer than thirty (30) days to cure. In the event the Subrecipient fails to adequately address or cure such alleged noncompliance, the City may withhold funds due to the Subrecipient under this Agreement until such time as Subrecipient is found to be in compliance by the City, or is otherwise determined by a court or mutually agreed upon third party to be in compliance with the terms and provisions of this Agreement. In the event of termination of the Agreement, the Subrecipient shall repay to the City within thirty (30) days of termination any and all cash advances received which exceed actual expenditures for work satisfactorily performed under this Agreement. The Subrecipient shall work closely with the City in the liquidation of advances and recovery of unexpended funds. Notwithstanding the above or anything in this

Agreement to the contrary, the Subrecipient shall be paid just and equitable compensation and/or reimbursement for services provided under this Agreement prior to termination of this Agreement, regardless of the nature of such termination.

e. Reversion of Assets

At the end of the Performance Period, the Subrecipient shall transfer to the City any funds on hand at the time of expiration and any accounts receivable attributable to the use of Federal funds provided under this Agreement. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with Federal funds provided under this Agreement in excess of \$25,000 shall be disposed of in a manner consistent with federal guidelines and approved by the City.

f. Conflicts of Interest

No person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subrecipient who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may currently hold or obtain a financial interest or benefit from an assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity, or with respect to the proceeds of the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

g. Executive Order 11246

During the performance of this Agreement, the Subrecipient agrees as follows:

- i. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- ii. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- iii. The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advisor the labor union or workers' representative of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The Subrecipient will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The Subrecipient will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- vi. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government agreements or contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1964, and such other sanctions may be imposed and remedied involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The Subrecipient will include the provisions of paragraph (i) through (vi) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of

enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event the Subrecipient becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

h. Subrecipient shall abide by the following provisions:

i. Age Discrimination Act

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.

ii. Section 504 & Title II – Americans with Disabilities Act of 1990 (28 CFR Part 35)

The Americans with Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services and telecommunications.

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.

Grantees and subrecipients receiving Federal, State and local funding must comply with 28 CFR Part 35.

i. Close-Out

The subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during close-out period shall include, but are not limited to: submission of required reports, making final payments, disposing of program assets (including the return of all unused materials, equipment, program income, etc.), and determining the custodianship of records.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein, all oral agreements being merged herein, and supersedes all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein.

9. Amendment

The provisions of this Agreement may not be modified unless in writing and signed by

the parties against whom enforcement of the modification is sought.

10. Non-Assignability

This Agreement shall not be assigned by any party without the prior written consent of the other party.

11. Succession

This Agreement shall inure to the benefit of and be binding on the successors and assigns of the respective parties hereto.

12. Counterparts

This Agreement may be executed in any number of counterparts (and with facsimile signatures) with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

13. Captions

All paragraph captions are for reference only and shall not be considered in constructing this Agreement.

14. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, notwithstanding the conflicts of laws provisions of any state.

16. Notice

Communication regarding this Agreement shall be directed to the following representatives:

The City

City of Charlotte
Pamela J. Wideman
Director
Housing & Neighborhood Services
600 East Trade Street

(704) 336-3488
pwideman@charlottenc.gov

The Subrecipient

Local Initiatives Support Corporation
Attention: Denise Scott
Executive Vice President of Programs

501 Seventh Avenue, 7th Floor
New York, NY 10018
(212) 455-9811

dscott@lisc.org

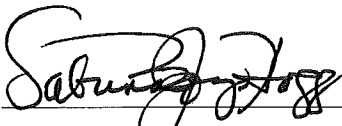
with a copy to

Local Initiatives Support Corporation
Attention: Celayne Hill
Vice President, Deputy General Counsel
501 Seventh Avenue, 7th Floor
New York, NY 10018
chill@lisc.org
(212) 455-1617

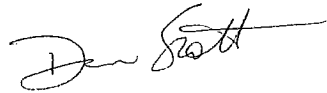
The parties have caused this document to be executed by authority and direction of their respective governing bodies, the day and year first above written.

THE CITY OF CHARLOTTE

Local Initiatives Support Corporation



Sabrina Joy-Hogg, Deputy City Manager



Denise Scott, Executive Vice President

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act."


Finance Officer

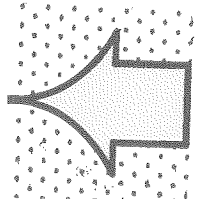
Chavak Shah 4/11/2019

4/4/19

Date

December 20, 2018

Date



ATTACHMENT 1
SCOPE OF SERVICES

Services Provided by the Subrecipient

By January 31, 2020, the Subrecipient shall:

- Partner with the City to improve the community development service delivery system.
 1. Hire an Executive Director and other Local Staff
 2. Open a physical office
 3. Set up the Local Advisory Committee (LAC)
 4. Identify community partners and build partnerships;
 5. Formalize partnerships with the City, County, Housing Authority, Charlotte-Mecklenburg Housing Partnership, Charlotte Center City Partners, funders and others
 6. Assess landscape and conduct further research
 7. Define neighborhood focus
 8. Build an investment pipeline, including determining initial investments
 9. Support capacity building efforts
 10. Deploy early action funding
 11. Invest up to \$500,000 in real estate development and pre-development lending with an emphasis on supporting non-profit housing development
 12. Fund up to \$82,500 in technical assistance, capacity building and non-profit operating support
 13. Fund up to \$400,000 in program field staff

3. Program Monitoring

- a) The program will be monitored by the City to evaluate the Subrecipient's effectiveness in meeting the objectives of the program.
- b) The City may review all financial records necessary to evaluate the program upon reasonable notice to the Subrecipient.
- c) Subrecipient shall keep records in such a manner that they may be easily reviewed for compliance.
- d) Record keeping:
 - Duly-authorized representatives of the City shall have access to all books, accounts, records, reports, files, and other papers or property of the

Subrecipient pertaining to funds provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

- Financial reports, supporting documents, and all other reports and records pertinent to the scope of services which is the subject of this Agreement shall be retained by the Subrecipient for a period of at least five (5) years from the date of the termination of the Agreement.
- All records shall be sufficient to determine compliance with the requirements and primary objectives of the Program and all other applicable laws and regulations. All accounting records shall be supported by source documentation.

e) Schedule

After the contract is executed, the Subrecipient will submit an initial invoice of \$200,000.

- Subrecipient shall be notified no less than yearly of onsite and/or desk monitoring by the City. The City shall notify the Subrecipient at least 14 days in advance of any monitoring.

Subrecipient shall submit the entire invoice package to:

City of Charlotte Housing & Neighborhood Services
600 East Trade Street
Charlotte, NC 28202
Attn: Pamela J. Wideman **-or-**

Via e-mail to: pwideman@charlottenc.gov

Documentation for invoices must be complete and accurate prior to payment. Invoices will be processed within thirty (30) days of submission, or within thirty (30) days of receiving a corrected invoice.

Attachment 5



Housing & Neighborhood Services

Language Access Plan (LAP)

Executive Order 13166 – Improving Access to Service for Persons With Limited English Proficiency

EXECUTIVE SUMMARY

Charlotte has experienced a global transformation over the past two decades. In 2009, the U.S. Census Bureau estimated Charlotte's population to be 709,417, which makes it the 18th largest city in the United States.

Just as the population continues to grow, so does the demand for city government services and the need for enhanced and specialized communication that acknowledges the diverse fabric of our community.

In order to provide meaningful access to Charlotte's citizenry and adherence with Executive Order 13166, the City of Charlotte's Housing & Neighborhood Services Department has developed measures to serve citizens that have Limited English Proficiency (LEP).

Housing & Neighborhood Services (H&NS) is responsible for providing affordable housing, code enforcement services, business and neighborhood assistance. H&NS provides a variety of public services that assist in maintaining and improving the quality of life in the city's neighborhoods and businesses. The following federally funded programs are subject to the Language Access Plan (LAP) standards:

- ✓ Community Development Block Grant (CDBG)
- ✓ Community Development Block Grant Recovery (CDBG-R)
- ✓ Emergency Shelter Grant (ESG)
- ✓ Home Investment Partnership (HOME)
- ✓ Housing Opportunity for Persons with AIDS (HOPWA)
- ✓ Homeless Prevention and Rapid Re-Housing Program (HP&RP)
- ✓ Lead Hazard Reduction Grant

The Housing & Neighborhood Services LAP will focus on the following elements:

- Identifying LEP persons who need language assistance
- Identifying ways in which language assistance will be provided
- Determining which documents and informational materials are vital for translation
- Training staff
- Monitoring and updating LEP policy

PURPOSE, SCOPE & DEFINITIONS

Purpose

The purpose of the Language Access Plan is to ensure that individuals eligible for federally funded services from H&NS receive them and avoid the possibility that individuals attempting to access services will face discrimination based on the language he/she speaks.

The implementation of this plan demonstrates H&NS commitment to provide meaningful access to all individuals seeking benefits and services through federally funded programs offered by H&NS. The goal of the Language Access Plan is to ensure that no individual face obstacles in their attempts to access decent and affordable housing or business related services. The Language Access Plan emphasizes the mission of H&NS which is to, "preserve, strengthen and grow Charlotte's neighborhoods and businesses."

The plan is consistent with federal requirements under Title VI of the Civil Rights Act of 1963 and Executive Order 13166. This Order, "Improving Access to Service for Person with Limited English Proficiency (LEP)," directed the federal government to:

- Publish guidance on how their recipients can provide access to LEP persons.
- Improve the accessibility of their own federal programs.
- Language barriers by implementing consistent standards of language assistance across federal agencies and amongst all recipients of federal financial assistance.

Scope of the Plan

The requirements of the Language Access Plan will apply to the following federal funded programs:

- ✓ Community Development Block Grant (CDBG)
- ✓ Emergency Solutions Grant (ESG)
- ✓ Home Investment Partnership (HOME)
- ✓ Housing Opportunity for Persons with AIDS (HOPWA)
- ✓ Homeless Prevention and Rapid Re-Housing Program (HP&RP)
- ✓ Lead Hazard Reduction Grant

The plan is effective immediately and will be reviewed and updated on an annual basis. Note, the Language Access Plan standards also apply to H&NS grantees, subcontractors, vendors and sub-recipients.

Definitions

See Attachment 1, Language Access Plan Compulsory Definitions.

FOUR FACTOR ANALYSIS

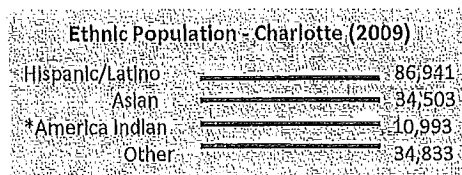
H&NS utilized the United States (U.S.) Department of Justice's "Four Factor Analysis," to determine which LEP populations will be served. The four factors are as follows:

1. The number or proportion of LEP individuals to be served or likely to be encountered by H&NS programs.
2. The frequency with which LEP individuals come into contact with federally funded programs and activities.
3. The nature and importance of the programs and services.
4. Proposed resources available to participants/residents.

Factor One

Number of LEP individuals to be Served or Likely Encountered by H&NS

Charlotte is the largest city in North Carolina with a population of 704,417 individuals as estimated by the U.S. Census Bureau - 2009 American Community Survey. The chart below illustrates Charlotte's population by ethnicity.



* American Indian/Alaska Native

H&NS has researched and determined which vital documents (see Attachment 2, H&NS Vital Documents) will be translated into Spanish, to meet the population language threshold¹ set forth by HUD.

The table below indicates the percentage of languages spoken in Charlotte as reported by the U.S. Census Bureau 2009 American Community Survey.

Language Spoken At Home	
English only	82.7%
Language other than English	17.3%
• Speaks English less than "very well"	8.2%
Spanish	9.9%
• Speaks English less than "very well"	5.7%
Other Indo-European Languages	3.5%
• Speaks English less than "very well"	1.1%
Asian & Pacific Islander Languages	2.6%
• Speaks English less than "very well"	1.3%
Other Languages	1.3%
• Speaks English less than "very well"	0.2%

Factor Two

Frequency with which LEP Individuals come in Contact with H&NS Programs & Activities

In August 2010, the Charlotte-Mecklenburg Call Center – 311, provided the Charlotte International Cabinet with data on calls received by languages spoken other than English. The table below illustrates that breakdown:

Language Summary Report - August 2010

Languages	# of Calls	*Average Length of Calls	*Average Interpreter Connect Time
Spanish	824	8.3	8.8
Vietnamese	8	8.0	29.1
Portuguese	3	12.7	38.7
Russian	1	19.0	50.0
Tagalog	1	19.0	51.0
Korean	1	8.0	21.0
French	1	7.0	27.0
Greek	1	6.0	39.0
Total	840	8.3	4.4

CharMeck 311 Language Summary Report – August 2010 • *Length of Calls Measured In Seconds

H&NS will determine the frequency with which LEP individuals come in contact with the federally funded programs offered through the department, by periodically examining the departments program applications and 311 informational requests.

In September 2010, H&NS accounted for 2,946 of the 128,447 calls to the Charlotte-Mecklenburg Call Center - 311. H&NS will coordinate with the department's 311 liaison to determine which 311 calls involve federally funded programs.

¹ Five percent or one thousand people whichever smaller, are potential applicants or recipient of the agency and speak a primary language other than English and have limited English proficiency.

Factor Three

The Nature and Importance of H&NS Programs and Services

H&NS provides services that assist in the development of affordable housing and support for small/emerging businesses. These functions are vital to the long-term health and vitality of Charlotte neighborhoods and businesses.

Factor Four

Proposed Resources Available to Participants/Residents

The section "Provision of Services to Applicants/Recipients", on page 5, describes the proposed resources available to LEP individuals.

IMPLEMENTATION STRATEGIES

H&NS has developed the following Language Access Plan implementation strategies to serve its LEP customers:

- Providing Notice to LEP Individuals
- Provision of Services to Applicants/Recipients

Providing Notice to LEP Individuals

- Signage will be placed in strategic areas of H&NS that inform applicants and beneficiaries of their right to free language assistance services and invite them to identify themselves as persons needing such services.
- H&NS will take steps to inform all applicants, recipients, community organizations and other interested persons of the LEP provisions being taken by the department. The following are possible outreach methods H&NS may employ:
 - Newspaper notices announcing the LAP.
 - LAP informational meetings with non-profits and community-based organizations that have an established relationship with LEP individuals.
- Vital program documents will be translated into Spanish. Additional language will be translated upon request.

Provision of Services to Applicants/Recipients

- H&NS customer service and field staff will provide LEP customers with an "I Speak", language identification card (see Attachment 3, Language Identification Flashcard), to determine what language is spoken and if interpretation services are needed.
- Bilingual staff will provide oral and/or written translation service as requested. If necessary, an Language Assistance Service will be used to provide oral interpretation.
- H&NS will utilize Charlotte-Mecklenburg Call Center - 311 interpreters, to identify language and inform clients of the availability of free interpreter services if information provided or requested is not in the individual's primary language or if the individual is not able to read the notice.
- H&NS will engage with other City/County departments, non-profits and community-based organizations that offer services to LEP individuals.

TRAINING, MONITORING & CERTIFICATIONS

H&NS will take appropriate steps to inform all applicants, recipients, community organizations, and other interested persons, including those whose primary language is other than English, of the provisions of this policy. To ensure appropriate steps are taken, H&NS will designate a Language Access Plan Coordinator.

The Language Access Plan Coordinator will ensure the following:

- Dissemination of the Language Access Plan: Dissemination to relevant program staff.
- Staff Training: Relevant staff will be trained on their responsibilities in regards to the Language Access Plan. Training will be tailored for frontline staff who are likely to have initial contact with LEP populations and who will be responsible for administering the implementation strategies described.
- Quality Control: The Language Access Plan Coordinator will administer periodic quality control reviews to ensure that staff is implementing the Language Access Plan appropriately.
- Record Keeping: Adequate records of all interaction with LEP individuals will be maintained and will serve as a benchmarking method for program improvements.

Staff Training

H&NS staff will receive annual training on LEP which will include:

- Information on Housing & Neighborhood Services-Language Access Plan implementation strategies.
- Definition of and sensitivity to limited-English proficient families.
- Instruction regarding how to refer LEP families to appropriate resources.

Monitoring

The Language Access Plan will be monitored annually. The review will consist of and is not limited to the following:

- A determination if there have been any significant changes in the composition or language needs of the program population. Note, this information will be based on the U.S. Census – American Community Annual Survey;
- A review to determine if additional vital documents require translation;
- A review of any issues or problems related to serving LEP persons which may have emerged during the past year; and
- Identification of any recommended actions to provide more responsive and effective language services.

Certifications

All H&NS sub-recipients that receive funding from the federal programs listed on page 1, must certify that they have created and are implementing a Language Access Plan tailored to the H&NS programs it administers and the LEP population that they serve.

H&NS will incorporate Language Access Plan certification requirements into its grant awards, contracts and funding renewal processes that affect federally funded sub-recipients.

COMPLAINTS, INVESTIGATIONS & RESOLUTION OF MATTERS

Complaints

- H&NS will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. Complaints will be filed in writing and contain the name and address of the person filing the complaint or his/her designee and briefly describe the alleged violation.
- H&NS will maintain records of all complaints filed, the date of filing, actions taken and resolutions.
- H&NS will notify HUD of complaints filed, the date of filing, actions taken and resolutions. This information will be provided within 30 days of resolution.

Investigations

- The HUD Field Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives an opportunity to submit evidence relevant to the complaint.
- The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

Resolution of Matters

- If the investigation indicates a failure to comply with Title VI of the Civil Rights Act of 1964, H&NS will inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.
- If the matter cannot be resolved by informal means, the individual will be informed of his/her right to appeal further to the Department of Justice. The notice will be provided in the primary language of the individual with Limited English Proficiency.
- If not resolved by the HUD Field Office, the complaint will be forwarded to the Department of Justice.

ATTACHMENT 1

Language Access Plan – Compulsory Definitions

Language Assistance Services	Interpretation services and/or translation services provided by bilingual staff or language assistance vendor to a Limited English Proficient individuals in his/her primary language to ensure their ability to communicate effectively.
Limited English Proficient (LEP) Individuals	Any prospective, potential or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with an agency that receives federal funding.
Primary Language	The language in which a Limited English Proficient individual chooses to communicate with others.
Substantial Number of Limited English Proficient (LEP) Persons	Five percent or one thousand people whichever smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have Limited English Proficiency.
Translation Services	Oral explanation or written translation of documents.
Vital Documents	These forms include, but are not limited to, applications, consent forms, all compliance plans,

bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

ATTACHMENT 2

H&NS Vital Documents

The following is a preliminary list of documents that H&NS will translate into Spanish. Other languages upon request:

Federal Required Plans/Reports

- Analysis of Impediments to Fair Housing
- Annual Action Plan
- Citizens Participation Plan
- Consolidated Annual Performance and Evaluation Report
- Environmental Review Strategy
- Five Year Consolidated Plan
- Language Access Plan

Program Applications, Contracts, Orientation Forms (*for the following programs*)

- Community Development Block Grant (CDBG)
- Emergency Solutions Grant (ESG)
- HOME Investment Partnership (HOME)
- Homeless Prevention and Rapid Re-Housing Program (HP&RP)
- Housing Opportunity for Persons with AIDS (HOPWA)
- Lead Hazard Reduction Grant
- Neighborhood Stabilization Program (NSP)

Other Program Applications/Forms

- Authority to Verify Credit Information Form
- Homeowner Applications
- Investor Owner Applications
- H&NS Loan Underwriting Guidelines (Homeownership Rehabilitation/Replacement Housing)
- Occupant Protection Plan
- Program Orientation Forms
- Rehabilitation Loan Applications
- Release of Liens & Warranty
- Sub-Contractor Release of Liens

Contractor/Owner Manual, Forms & Bid Documents

- Bid Sheets
- Certification of Final Inspection & Authorizations for Final Payment
- Construction Change Order
- Contractor's Invoice Attachments

- Instructions to Contractors/Bidders
- Owner's Completion Forms (Rehabilitation/Replacement Housing)
- Owner's Statement of Acceptance
- Pre-Construction Conference Checklist
- Proposed Project Schedule
- Work Write-Up/Scope of Work

Additional Documents

- Public Notices
- Request for Proposals

Note: As other documents are identified, the documents will be translated and added to the above list.