

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND
CITY OF FAYETTEVILLE**

**GENERAL SERVICES AGREEMENT
FOR -PROFESSIONAL PROJECT
MANAGEMENT SERVICES FOR
DISASTER RECOVERY PROGRAMS**

THIS AGREEMENT, effective the day of August 1, 2018 by and between the **City OF FAYETTEVILLE**, a municipal corporation duly organized and existing under the laws of the State of North Carolina **NORTH CAROLINA** (hereinafter referred to as **City**), with principal business offices at Fayetteville, North Carolina, and **HORNE LLP** (hereinafter referred to as **Consultant**), a corporation with principal business offices at Fayetteville, North Carolina.

WITNESSETH:

WHEREAS, **City**, is engaged in the recovery from the devastating floods that affected the City in October 2016 as a result of Hurricane Matthew; and

WHEREAS, the professional services of consultants with expertise in implementation of federal disaster recovery programs are needed by the **City** to assure proper implementation of such programs and compliance with applicable federal laws and regulations; and

WHEREAS, pursuant to N.C.G.S. 143-64.31 it is the public policy of this State that municipalities announce all requirements for architectural, engineering and surveying services, to select firms qualified on the basis of demonstrated competence and qualification and to negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, **Consultant** provides professional consulting services of the nature required by the **City** and employs trained and experienced consultants, technical and/or other personnel possessing adequate knowledge, skills and experience to provide professional services to the **City**; and

WHEREAS, the parties contemplate that the services of **Consultant** will be performed in various stages in accordance with separate authorizations to be issued by **City**, and the parties desire to set forth the basic terms of their agreement in this General Services Agreement rather than in separate authorizations to be issued by **City**.

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual covenants herein contained, the parties hereto do hereby contract and agree as follows:

ARTICLE 1 - REQUEST FOR PROPOSAL-SUBMITTAL OF PROPOSAL. As the need for consulting services arise, **City** participated in a request for Proposal for said services from **Consultant** which described the scope of work, program, estimated schedule and **City's** requirements. **Consultant** has the qualified personnel to meet **City's** requirements to perform the consulting services requested by the **City**, **Consultant** has submitted to **City** within the time specified a written Proposal describing the necessary consulting, technical and/or other services, guidance, opinions and advice to be provided. The Proposal set forth in general terms **Consultant's** recommendations to carry out the work. **Consultant** listed the background and experience of **Consultant's** personnel to be assigned to the project. Said Proposal contains a fee schedule setting forth fees for services of the various categories of personnel to be assigned to **City's** project, found in Exhibit A attached hereto.

ARTICLE 1.1 - ACCEPTANCE OF PROPOSAL. **City** and **Consultant** contemplate certain discussions, negotiations and possible changes to the Proposal submitted by **Consultant** over the course of this Agreement. Upon a meeting of the minds, **Consultant** shall submit new language which shall set forth the agreement of the parties. If the new language is acceptable, the **City** shall accept same in writing. **Consultant's** fee schedule shall remain in effect during the term of this Agreement, unless modified by the parties in writing. **City** shall provide **Consultant** with a specific written Authorization to Proceed for each Proposal accepted by the **City**.

ARTICLE 2 - TERM OF AGREEMENT. The term of this General Services Agreement for Consulting Services shall be for three (3) years from the date it is effective. The Agreement may be extended thereafter by mutual written agreement of the parties.

ARTICLE 2.1 - ASSIGNMENT. It is the intent of this Agreement to secure the personal services of the **Consultant** and failure of the **Consultant** for any reason to make the personal services available to the **City** for the purposes described in this Agreement shall be cause for termination of this Agreement. However, **City** shall, before termination, give written notice to **Consultant** of the issue and provide five (5) business days to cure the alleged breach or deficiency. If **Consultant** cannot cure the alleged breach or defect in that amount of time, then immediate termination shall be available to the **City**. The **City** shall only be liable to pay for work completed by the **Consultant** at the time of the notice of termination. The **Consultant** shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of **City**. Nothing contained in this paragraph shall prevent **Consultant** from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist **Consultant** in the performance of services rendered.

ARTICLE 2.2 – SCOPE OF SERVICES. The scope of services under this Agreement is found in Exhibit B and is for providing professional project management services for disaster recovery programs in the City of Fayetteville, North Carolina.

ARTICLE 2.3 – FEDERAL CONTRACTING PROVISIONS. The applicable Federal Contracting Provisions are attached hereto as Exhibit C and fully incorporated herein by reference.

ARTICLE 3 - COMPENSATION. Consultant shall submit to City monthly invoices for services performed during that month, computed on the basis of the Proposal accepted by City. City agrees to pay Consultant's monthly invoice within thirty (30) days after said invoice is received by the City. Adjustments to an invoice for billing errors may extend the time for payment. The compensation model under this Agreement is contained Exhibit A.

ARTICLE 3.1 - VERIFICATION OF INVOICES. City has the right to require the Consultant to produce for inspection all Consultant's time records, salaries of personnel and charges for direct expenses for which cost-plus compensation is provided. Consultant agrees to provide City with said records on a timely basis and cooperate with City to verify the accuracy of all invoices.

ARTICLE 3.2 - COSTS AND EXPENSES. Consultant will invoice City for all applicable travel expenses and will ensure that all travel costs comply with the State of North Carolina's Travel Policy and Procedures relative to per diem expenses. Accommodations for Consultant's employees shall be arranged by Consultant. Consultant will seek pre- approval of all travel expenses and understands that approved travel will be reimbursed in addition to the fees for services rendered.

ARTICLE 3.3 - DISPUTES. City shall pay Consultant's invoices at times heretofore set forth unless a bona fide dispute exists between City and Consultant concerning the accuracy of said invoice or the services covered thereby.

ARTICLE 3.4 – NON-APPROPRIATION. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the City are from appropriations and monies from the City Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the City to pay the terms of this agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the City. This contract is not contingent on the availability of federal funding.

ARTICLE 4 - PROFESSIONAL STANDARDS AND DUTIES OF Consultant. Consultant shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for City as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Cumberland County, North Carolina.

ARTICLE 4.1 - Consultant NOT RESPONSIBLE FOR CONSTRUCTION MEANS OR SAFETY. A Consultant for general construction projects shall not be responsible for any general contractor's or other project participant's failure to fulfill their contractual responsibilities to the City, nor shall Consultant be responsible for construction means, methods, techniques, sequences, or procedures. Neither shall Consultant be responsible for a project safety program or safety precautions unless Consultant's Proposal sets

forth a safety program which is accepted by **City** and becomes a part of the agreement between the parties.

ARTICLE 4.2 - Consultant AS CONSTRUCTION MANAGER. In the event the **City** contracts with the **Consultant** to provide Construction Management Services, the **Consultant** shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with the plans and specifications. In no event shall **Consultant** be responsible for any contractor's, subcontractor's, vendor's, or other project participant's failure to comply with federal, state or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards unless it has contracted with the **City** to do so.

ARTICLE 5 - ESTIMATES OF COST AND TIME. Although **Consultant** has no control over the cost of labor, materials, equipment or services furnished by others, or over contractor's, sub-contractor's, or vendor's methods of determining prices, or over competitive bidding or market conditions, nevertheless **Consultant's** cost estimates and time estimates shall be made on the basis of current labor and material prices and the **Consultant's** experience and qualifications, and **Consultant's** estimates shall represent its best judgment as an experienced and qualified professional familiar with electric, water and sewer utility projects, or other projects for which **Consultant** is employed. Although **Consultant** has no control over the resources provided by contractors to meet contract schedules, nevertheless **Consultant's** estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent **Consultant's** best judgment as an experienced and qualified professional familiar with electric, water and sewer utility projects, or other projects for which **Consultant** is employed. **Consultant** does not guarantee that project costs and schedules will not vary from the estimates and schedules given to **City**.

ARTICLE 6.0 - LIABILITY, INDEMNIFICATION AND INSURANCE.

6.1 - GENERAL. The **City** and **Consultant** have considered the risks and potential liability that may exist during the performance of services by **Consultant**, and have agreed to allocate such liabilities in accordance with this Article. During the performance of services under this Agreement, **Consultant** shall purchase and maintain insurance coverage as hereinafter set forth, without lapse or changes contrary to the requirements of this section. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.

6.2 - INDEMNITY AND PROFESSIONAL LIABILITY. **Consultant** agrees to indemnify and hold the **City** harmless from and against damages and losses arising out of the performance of professional services for **City** to the extent caused by the professional negligence of **Consultant**, **Consultant's** employees, and **Consultant's** subcontractors, for whom **Consultant** is legally responsible. **Consultant** agrees to purchase and maintain professional liability insurance (errors and omissions insurance) in the amount of \$1,000,000 coverage for each claim, with a general aggregate of \$2,000,000. Said insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A-VII.

6.3 - LIABILITY INSURANCE. **Consultant** agrees to indemnify and hold the **City**, its servants, agents and employees, harmless from and against all liabilities, claims, demands, suits, losses, damages, costs and expenses (including attorney's fees) for third party bodily injury to or death of any person, or damage to or destruction of any third party property, to the extent caused by the negligence of the **Consultant**, **Consultant's** employees, and **Consultant's** subcontractors, for whom **Consultant** is legally responsible during the performance of services under this Agreement. **Consultant** shall purchase and maintain at all times during performance of services under this Agreement Commercial General Liability Insurance with combined single limits of \$1,000,000.00 coverage for each occurrence with a general aggregate of \$2,000,000.00, designating the **City** as an additional insured and which said insurance provides **Consultant** with insurance for contractual liability which **Consultant** has assumed pursuant to the terms of this Article 6.

6.4 - OTHER INSURANCE. In addition to professional liability insurance and commercial general liability insurance set forth above, **Consultant** further agrees to purchase and maintain at all times during the performance of services under this Agreement insurance coverage as follows:

- (a) Worker's Compensation Insurance as provided by North Carolina law which said policy shall also afford coverage to **Consultant** for employer's liability.
- (b) Automobile liability insurance with \$1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
- (c) The CGL policy required above shall include independent contractor liability coverage.
- (d) The CGL policy required above shall provide **Consultant** with products and completed operations insurance, said coverage to be written on an occurrence basis, with coverage extended for such a period of time that suits can be filed before the running of the statute of limitations on any claim for injury to person or property due to negligence of **Consultant** in the design of any building designed by the **Consultant** under the terms of this Agreement.

ARTICLE 7 - INDEPENDENT CONTRACTOR. **Consultant** is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. **Consultant** shall be wholly responsible for the methods, means and techniques of performance. **City** shall have no right to supervise methods and techniques of performance employed by **Consultant**, but **City** shall have the right to observe such performance.

ARTICLE 8 - COMPLIANCE WITH LAWS. **Consultant** agrees that in performing services pursuant to this Agreement to comply with all applicable regulatory requirements including federal, state and local laws, rules, regulations, orders, codes, criteria, and standards. **Consultant** shall be responsible for procuring all permits, certificates, and licenses necessary to allow **Consultant** to perform services under this Agreement. **Consultant** shall not be responsible for procuring permits required for the construction of any building, unless such responsibility is specifically agreed to by **Consultant**.

ARTICLE 9 - City's RESPONSIBILITIES. City will furnish to **Consultant** all of **City's** requirements for the project, including, but not limited to, scope of work, program, time constraints, schedule milestones, financial constraints, design objectives and design constraints, which are available to the **City** or which the **City** can reasonably obtain to furnish to **Consultant** to enable **Consultant** to make a Proposal to **City**. Additionally, the **City** shall also be responsible for the following:

- (1) Make final decisions utilizing information supplied by **Consultant**.
- (2) Designate personnel to represent **City** in matters involving the relationship between **City**, **Consultant** and third parties.
- (3) Provide such accounting, independent cost estimating, and insurance counseling services as may be required by the project.
- (4) Provide such legal services as **City** may require or **Consultant** may reasonably request with regard to legal issues pertaining to the project, including those which may be raised by contractors, subcontractors, vendors or other project participants.
- (5) Enter into contracts for the purchase, construction, or other services with contractors, subcontractors, and vendors.
- (6) Provide financing for the project and make all payments in accordance with the terms of the contract.

ARTICLE 10 - OWNERSHIP OF DOCUMENTS. All documents, including drawings and specifications prepared by **Consultant** pursuant to this **AGREEMENT**, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by **City** or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by **Consultant** for the specific purpose intended will be at **City's** sole risk and without liability to **Consultant**. Any such verification or adaptation will entitle **Consultant** to further compensation at rates to be agreed upon by **City** and **Consultant**

ARTICLE 11 - TERMINATION OF CONTRACT FOR CAUSE. In the event of substantial failure by **Consultant** to perform in accordance with the terms of this Agreement, the **City** shall, before termination, give written notice to **Consultant** of the issue and provide five (5) business days to cure the alleged breach or deficiency. If **Consultant** cannot cure the alleged breach or defect in that amount of time, then immediate termination shall be available to the **City**. The **City** shall only be liable to pay for work completed by the **Consultant** at the time of the notice of termination.

ARTICLE 12 - TERMINATION OF CONTRACT FOR CONVENIENCE. **City** shall have the right to terminate this Agreement for **City's** convenience upon seven (7) days written notice to **Consultant**. **Consultant** shall terminate performance of services on a schedule acceptable to **City**. In the event of termination for convenience, the **City** shall pay **Consultant** for all services performed.

ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION.

Consultant shall consider all information provided by **City** and all drawings, reports, studies, calculations, plans, specifications, and other documents resulting from the **Consultant's** performance of the **SERVICES** to be proprietary, unless such information is available from public sources. **Consultant** shall not publish or disclose proprietary information for any purposes other than the performance of the **SERVICES** without the prior written authorization of **City**. **Consultant** shall not make any written or verbal statement to any press or news media concerning the Project without the written authorization of **City**. Notwithstanding any other language in this Agreement, **Consultant**, in the course and scope of work under this Agreement, may produce documentation or work product that it considers to be proprietary in nature, the release of which could harm the **Consultant** in future competitive solicitations. As such, the **Consultant** may request non-disclosure of such confidential or proprietary information and the **City** shall honor that request to extent allowed under applicable state laws and/or city ordinances.

ARTICLE 14 - NOTICE. Any formal notice, demand, or request required by or made in connection with this agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO CONSULTANT: HORNE LLP

**ATTENTION: S. NEIL FORBES
1020 HIGHLAND COLONY PARKWAY
SUITE 400
RIDGELAND, MS 39157**

TO CITY:

**CITY OF FAYETTEVILLE
ATTENTION: DOUGLAS J. HEWETT
CITY MANAGER
433 HAY STREET
FAYETTEVILLE, NC 28301**

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of **Consultant** and **City**.

ARTICLE 15 - DELAY BEYOND CONTROL OF THE PARTIES. Neither **Consultant** nor **City** shall be considered to be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disturbance.

ARTICLE 16 - GOVERNING LAW. The Parties expressly agree that if litigation is brought in connection with this contract and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Twelfth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court,

the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina

ARTICLE 17 - MISCELLANEOUS. NONWAIVER FOR BREACH.

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non- performance is waived in writing and signed by the parties. No waiver of any breach or non- performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

17.1 PRECEDENCE. In the event of any conflict or discrepancy between the terms of this Agreement and the specific written authorization to proceed pursuant to this Agreement, then the written authorization to proceed shall be given precedence over this Agreement in resolving such conflicts or discrepancies. If any conflict or discrepancy is discovered by either party hereto, then the written authorization to proceed, or this Agreement, shall be modified or amended, as necessary.

17.2 SEVERABILITY. The invalidity, illegality, or un-enforceability of any portion or provision of this Agreement shall in no way affect the validity, legality and/or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision of this Agreement shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced the same as if the Agreement had not contained any portion or provision which was invalid, illegal or unenforceable. Provided, however, this section 17.3 shall not prevent this entire Agreement from being void in the event any portion or provision of this Agreement which is of the essence of this Agreement shall be deemed void as provided by law or as determined by a court of competent jurisdiction.

ARTICLE 18 - INTEGRATED AGREEMENT. The City's request for Proposal, the Consultant's written Proposal, the City's authorization to proceed and this General Services Agreement for Consulting Services shall be integrated into and shall become the integrated agreement between the parties. Consultant and City agree that all prior negotiations, representations, proposals, letters, agreements, understandings, or other communications between them, whether written or oral, are hereby merged into the Agreement and that the Agreement supersedes all such prior negotiations, contracts and/or agreements. This Agreement shall not be modified unless such modifications are evidenced in writing, signed by both Consultant and City.

ARTICLE 19 - BENEFITS LIMITED TO PARTIES. Nothing herein shall be construed to give any right or benefits hereunder to anyone other than **City and Consultant**.

19.1 LIMITATIONS. **Consultant's** total liability to **City** under each authorization shall not exceed the total compensation paid under the authorization, or \$1,000,000, whichever is greater; any portion of liability determined to be consequential damages under this per authorization limit, shall not exceed the compensation paid under the authorization.

In no event shall **Consultant's** total liability in the aggregate, for all services under this agreement, exceed \$4,000,000. limits set forth in this agreement shall apply notwithstanding any and all causes whatsoever including, but not limited to negligence (of any degree), errors, omissions, warranty, indemnity, strict liability or breach of contract, provided, however, that the foregoing limitation shall not apply to any indemnity obligations of consultant with respect to third party personal injury and death or damage to third party property.

ARTICLE 20 – DISPUTE RESOLUTION. **City and Consultant** agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation, pursuant to The Mediated Settlement Conference Rules of the 12th Judicial District, Superior Court Division, Cumberland County. If such mediation is unsuccessful in resolving a dispute, then either party may seek to have the dispute resolved by a court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

ATTEST:

CITY OF FAYETTEVILLE:

PAMELA MEGILL, City Clerk

DOUGLAS J. HEWETT, ICMA-CM
City Manager

Dated

Consultant:

S. Neil Forbes, Partner in Charge

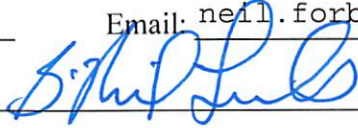
Address:

1020 Highland Colony Pkwy, Suite 400 Ridgeland, MS 39157

Phone: 601-326-1091

Email: neil.forbes@hornellp.com

Date: 1 Aug 18

Signature: 

This instrument has been pre-audited in the manner
Required by the Local Government Budget and Fiscal
Control Act. ***Purchase Order to be issued.***

Jay Toland, Chief Financial Officer

EXHIBIT A

CITY OF FAYETTEVILLE PROJECTS

COMPENSATION MODEL

The services rendered under this Exhibit shall be compensated pursuant to Article 3 of this Agreement, according to the unit fees and hourly rates listed below. However, HORNE will perform services on a case by case basis upon assignment from the City. The City shall not be liable to pay for services that have not been properly rendered and invoiced. Any deviation from this compensation model shall be made upon written agreement between the parties. The information below represents an amount that will not be exceeded without the express written consent of the parties to this agreement.

Title/Function	Total Cost	Average Hourly Rate for Contract	Estimated # of FTE Hours
CDBG - DR Housing Recovery -	\$4,928,000.00		
Project Manager	\$439,110.00	\$205	2,142
Team Lead 3 / Disaster Recovery Specialist	\$192,780.00	\$180	1,071
Mitigation Specialist	\$23,940.00	\$190	126
Administrative Support	\$111,384.00	\$51	2,142
CDBG – DR Multi-Family Rental -	\$2,597,000		
Project Manager	\$287,000.00	\$205	1400
HMGP -	\$4,100,000		
Project Manager	\$205,000.00	\$205	1000

HORNE's past recovery experience has proven that it can be difficult to predict exactly what each project will require prior to its launch. Therefore, in addition to the project delivery cost estimate above, included is the rate per position for additional categories which may be necessary to support your recovery activities:

Position **Hourly Rate**

General Management	
Executive	\$0
Program Director	\$250
Deputy Program Manager/Alternate	\$205
Team Lead 3	\$180
Team Lead 2	\$150
Team Lead 1	\$130
Case Worker Lead	\$115
Intake Specialist	\$100
Administrative Assistance	\$51

Position **Hourly Rate**

General Management	
Senior Advisor for Disaster	\$225
Technical Assistance	\$135
Appeals Specialist	\$225
Mitigation Specialist	\$190
Disaster Recovery Specialist	\$180
Project Manager	\$205

HORNE unit prices for the services listed potentially necessary to deliver this program are as follows:

IMPLEMENTATION UNIT PRICE TABLE

Contractor Implementation Activity	Unit Cost
Outreach, Intake, and Eligibility	\$805.70
Eligibility QC and DOB Verification	\$150.00
Cost Reasonableness Policy Development	\$2,200.00

Builder Procurement, Assignment, and Oversight	\$150.00
Damage Assessments	\$1,200.00
Inspections (as appropriate per activity)	\$275.00
Plans, Construction Documents, Scope of Work Development, Work Order	\$250.00
Notice to Proceed and Pre-Construction Meetings	\$100.00
Construction Monitoring	\$125.00
Boundary Survey	\$850.00
Elevation Certifications	\$425.00
Code Search and Implementation	\$50.00
Tier 2 Environmental Reviews	\$750.00
Lead Based Paint	\$875.00

EXHIBIT B

HORNE SCOPE OF SERVICES

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY STEP-BY-STEP

The State of North Carolina is implementing Steps 1-3 of the 8 Step CDBG-DR Process on behalf of the City of Fayetteville. The HORNE team will both follow the program's specific 8 Steps beginning at Step 4 and will bring the best practice solutions to expedite delivery of this program to the community. HORNE will also provide assurance for Steps 1-3 to set at ease any concerns on the part of the City, as needed. The City shall be liable to compensate work performed by HORNE upon authorization of the City.

If necessary in supporting Intake, HORNE would include the following:

- Provide technical resources for document collection;
- Integrate customer service survey;
- Identify communication designees;
- Build in a status tracker with real-time updates from intake to construction completion

If the State is not performing Eligibility Reviews for the City, HORNE will provide the following Eligibility Services:

- Utilization of established Third Party data subscription services with nationally recognized providers to expedite eligibility processing and assure accuracy;
- Use of third party data to establish identity and ownership.

HORNE will also work, as necessary and required, in providing services pertaining to Duplication and/or Verification of Benefits Analysis through the following:

- Assurance that no citizen receives duplication of benefits by verifying FEMA, SBA, NFIP, private insurance and other data to calculate benefits received before recovery assistance is provided;
- Provision of team of specialized DOB reviewers;
- Provision of education to applicants during intake as to programs guidelines and requirements.

CDBG-DR Priority #1: Tiered Environmental Review (As may be needed and requested):

HORNE will assess the status of the City's Tier 1 environmental review, upon request of the City with the understanding that the majority of the Tiered Environmental Reviews have been completed by the State of North Carolina. Upon written request, on a case by case basis as needed in view of any remaining work necessary for Environmental review, HORNE will then partner with the state and regulatory parties to quickly evaluate the status of existing coordination efforts and resolve any outstanding compliance requirements.

A simultaneous focus will be on those applicants which are most likely to successfully proceed through the program and receive assistance. Once applicants are progressing through the program, HORNE will incorporate additional measures to ensure efficient processing of all eligible applicants to move the program forward.

Once the applicants progress through the eligibility process, the structure will be evaluated for Matthew- related damage. The HORNE team will perform disaster-specific damage assessments to ensure eligibility. HORNE brings analysts who are well-versed in recognizing the difficulties surrounding many environmental issues and handle topics such as:

- Special flood hazard areas,
- Lead-based paint,
- Floodway areas,
- Above-ground storage tanks,
- Mold, and
- Hazardous materials.

Documentation of each assessment is comprehensive to support the judgment required by our professionals as we understand that the damage estimate is the basis of the potential award.

CDBG-DR Priority #2: Grant Determination (As may be needed and requested):

Once the prior 4 steps have been completed, HORNE is able to either support or fully conduct the determination of grant funds available to your applicants under the CDBG-DR housing programs. This step is one of the most critical in the entire process. HORNE will perform this step only after being expressly authorized to do so by the City, and the City will only be liable for work performed on request.

CDBG-DR Priority #3 – Contractor Selection:

The City has the option to use the State-procured CMR team or procure your own CMR. The HORNE team will be ready to support either model.

This may include:

- Developing solicitations for various services to ensure procurements comply with federal and state requirements;
- Supporting hiring for various services, such as construction, engineering, architecture and surveying; and

- Coordination with the City to understand the preferred method of selection and support of additional procurement needs based on criteria such as past experience with housing recovery programs, cash on hand, staffing of superintendents and works in progress, among others.

CDBG-DR Priority #4 – Construction Management:

HORNE will work with the City to:

- Develop policies, procedures, and controls necessary to effectively accomplish the construction phase of the CDBG-DR programs;
- Bring to the City expertise to execute all phases of construction activity including program setup, procurement, bidding, contracting, contractor pool management and all other Davis Bacon and Related Acts compliance as applicable, preconstruction conferences, scheduling, cost verification, oversight and final inspection;
- Address critical aspects of CDBG construction including compliance with HUD Quality standards, building codes, floodplain ordinances, payment request review, and project documentation;
- Implementation of ongoing construction contractor training to include minimum standards and ensure compliance with program policies and state and federal regulations;
- Assurance that expenditures are properly classified as activity delivery versus administrative costs;
- Focus on documentation that supports activity expenditure, including overseeing collection, scanning and reviewing of all pay request documents for completeness, compliance and accuracy.

CDBG-DR Priority #5 – Closeout

HORNE will work with the City to:

- Upon completion of each applicant's rehabilitation, reimbursement or construction, HORNE will prepare and submit all applicant closeout documents and prove all records to the City;
- HORNE will provide reconciliation and closeout of all application files, preparation and submission of all financial reports and award calculations and submission of all final supporting documentation.

CDBG-DR Priority #6 – Other Services

Reporting Compiled and Maintained for Jurisdiction

If called upon, HORNE has technology systems in place to support every facet of each program, with built-in customizations for the City of Fayetteville operations representing minimal to no delay on development for the Hurricane Matthew recovery. These systems are designed to support comprehensive project management with real-time reporting and performance data on all aspects of the program. Schedules are monitored closely by team members, specifically the project director, and the project, construction, and eligibility managers.

In addition to multitude of options for customized reports, HORNE will compile a single, windshield view report to depict the state of the program in real time and detect bottlenecks before they happen. The Program Management Timeline Report takes into account the duration of each activity required to process applications from eligibility to complete, which assists management in anticipating and mitigating issues.

HORNE will customize enhanced reporting templates and aging reports to the Hurricane Matthew housing programs' scope of work and manage benchmarks against actual production to identify potential bottlenecks downstream, address capacity gaps, and adjust resources appropriately.

Monitoring of Contractors and Reporting to Jurisdiction

HORNE will ensure that all stakeholders, including the program managers, are aware of and compliant with any regulatory requirements associated with the CDBG-DR funds. Additionally, HORNE will monitor the action and communication plans associated with each program to ensure that all key performance indicators are properly monitored, and issues are addressed and resolved quickly and effectively.

Progress reports are delivered for each program to provide monitoring on key benchmarks that are established for performance. Upon review of the reports, we then conduct any necessary site visits and limited scope audits for documentation of eligibility, labor standards, and fair housing compliance. Program progress is monitored through interviews and continuous correspondence with the City of Fayetteville, program managers, contractors, and other stakeholders.

HORNE's Internal Monitoring Plan includes:

- Program rules and requirements;
- Items needed for performance measurements;
- Process for internal and external audits;
- Reporting; and
- Recordkeeping.

FEMA HAZARD MITIGATION ASSISTANCE PROGRAM

HORNE uses a dedicated customer service system that allocates a single point of contact to the City of Fayetteville for each applicable funding source. From application approval to closeout, throughout the monitoring and technical assistance process, HORNE will work alongside the City as your trusted advisor.

HORNE understands there are currently 28 homes in the City of Fayetteville that meet the HMGP criteria for acquisition, elevation, or reconstruction and have been approved by the State, and the City has submitted 40 additional properties to be considered for the second phase of HMGP funding.

HORNE will provide the following services for HMGP, only after specific request to do so by the

City which shall be documented:

Project Award:

- HORNE reviews applications to verify:
 1. Scope of Work;
 2. Owner Eligibility;
 3. Determination of property within floodway/floodplain;
 4. Substantial Damage Review;
 5. Clear Title Review;
 6. Applicability of Waivers;
 7. Benefit Cost Analysis;
 8. Appraisal delivered in full compliance with FEMA HMA program requirements;
 9. Tenancy determination;
 10. Develop per property budget;
 11. Develop project schedule;
 12. Consider pre-award costs;
 13. Consider URA costs;
 14. Identify matching sources;
 15. Preliminary DOB review.

Project Implementation & Monitoring:

- HORNE will:
 1. Develop property tracking workflow in acquisition module;
 2. Procure necessary services;
 3. Meet with property owners to finalize and document DOB;
 4. Explore matching opportunities of increased cost of compliance;
 5. Property owner offer;
 6. Coordination of closing;
 7. Compile and provide closeout documentation;
 8. Request advance funding to ensure funds are available at closing;
 9. Attend closing;
 10. Procure and contract demolition services;
 11. Monitor progress throughout life of acquisition;
 12. Ensure adherence to project schedule; and
 13. Request scope of work changes as needed.

Closeout:

- HORNE will:
 1. Ensure required deed restriction verbiage filed with court;
 2. Develop monitoring plan for property inspection;
 3. Document completion of demolition of property;
 4. Provide required documentation to support costs claimed per property;
 5. Compile close out package and request closeout of State funding agency; and
 6. Service as liaison for the City of Fayetteville.

EXHIBIT C

SPECIAL PROVISIONS AND REGULATIONS REQUIRED BY THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

Contractor agrees to comply with the following Special Provisions and Regulations. Furthermore, the Contractor shall include each of the following Special Provisions and Regulations in each sub-contract executed by Contractor for the City of Fayetteville, North Carolina Relief Programs.

1. Access of the City of Fayetteville, North Carolina, HUD and Others to CDBG Documents Papers, and Books. The Contractor agrees to allow the City of Fayetteville, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner any obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City of Fayetteville shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor shall entitle the Contractor's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Fayetteville for damage sustained to the City of Fayetteville by virtue of any

breach of the Contract by the Contractor. The City of Fayetteville may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City from the Contractor is determined.

3. Termination for Convenience of the City of Fayetteville. The City of Fayetteville may terminate this Contract any time by a notice in writing from the City to the Contractor. If the Contract is terminated by the City of Fayetteville as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Work actually performed bear to the total Work of the Contractor covered by this Contract, less payments of compensation previously made.

4. Records. All records required to be kept on the project shall be maintained for at least three (3) years after final payments and until all other pending matters under the grant for this project are closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

5. Health and Safety Standards. All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. Environmental Compliance. Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11 738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. Energy Efficiency. All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

8. Changes. The City of Fayetteville may, from time to time, request changes in the scope of the Work of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written and executed amendments to this Contract.

9. Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City. All the Work required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such Work. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. Anti-Kickback Rules. Wages of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. Withholding of Wages. If in the performance of this Contract, there is any underpayment of wages by the Contractor or by any subcontractor thereunder, the City may withhold from the Contractor out of payment due to him an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the City for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Wage Rates. Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the City for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts. Contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses. The Contractor will comply with the following clauses:

(A) Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the

grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the City, this assurance shall obligate the City, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(B) Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and

(C) Executive Order 11063 as amended by Executive Order 2259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.

(D) Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause. The Contractor will comply with the following clauses from 24 CFR 135.38:

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The

notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

16. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. Subcontracting. None of the Work covered by this Contract shall be subcontracted without prior written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the City provided that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

20. Interest of Members of Local Public Agency and Others. The Contractor agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The Contractor will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contractor will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he is a member during the time he was a member and for one year thereafter.

21. Interest of Certain Federal Officers. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The Contractor further covenants that no person having any such interest shall be employed in the performance of this Contract.

23. Political Activity. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. Davis-Bacon Act Requirements. The Contractor will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements. The Contractor will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. Lead-Based Paint Requirements. The Contractor will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 483 1), which prohibits the use of lead based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget. The Contractor agrees to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements. The Contractor agrees to comply with all applicable flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance. It is understood that the Contractor does not own the Properties and, therefore, any required flood insurance is the Owner's responsibility to provide and maintain in force.

29. Historic Preservation. Contractor agrees to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 111593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and City to avoid or mitigate adverse effects upon such properties.

30. Program Monitoring. The Contractor agrees to assist and cooperate with the Federal grantor agency and SC DOC or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by City such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. Discrimination Due to Beliefs. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

32. Confidential Findings. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the City.

33. Third-Party Contracts. The City shall include in all contracts with parties receiving grant funds under this contract (each a "Participating Party") provisions requiring the following: (1) Each such Participating Party keeps and maintains books, records and other documents relating directly to the receipt and disbursement of such grant funds; and (2) Any duly authorized representative of the South Carolina Department of Environmental Quality, the South Carolina Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

34. Lobbying. The Contractor certifies, to the best of his or her knowledge and belief that:

- (A) No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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; and
- (B) 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, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.