

Souris Basin Planning Council

Statement of Work for agreement to perform project administrative services for City of Minot (Minot Family Shelter Instrument #4602-CD19-H)

Services Performed By:

Souris Basin Planning Council
1905 2nd St SE
PO Box 2024
Minot, ND 58702-2024

Services Performed For:

City of Minot
515 2nd Avenue SW
Minot, ND 58701

This Statement of Work (hereinafter called the "SOW") is issued between City of Minot, ("Client") on behalf of Lutheran Social Services Housing, Inc. as a CDBG-NDR sub-recipient to the City of Minot, and Souris Basin Planning Council ("Contractor"), effective November 1, 2019 (the "Agreement"). This SOW is subject to the terms and conditions contained in the Agreement between the parties, and the rules and regulations governing CDBG and CDBG-NDR funded projects and are made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail, unless there is a conflict with the CDBG and/or CDBG-NDR rules and regulations then such rules and regulations shall prevail.

It is understood and recognized that the City of Minot for the project identified as Minot Family Shelter as the primary source of funding for this project and the City of Minot is the "lead agency" for federal grant purposes. It is also understood and recognized that this agreement is required as a condition of the North Dakota Community Development Block Grant exempting from the procurement requirements that the City of Minot is subject as a recipient of the CDBG-NDR grant from HUD.

This SOW is entered by and between Contractor and Client and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence on November 1, 2019, and shall continue through February 28, 2021.

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows, limited to the \$300,000 grant award from the North Dakota Community Development Block Grant Program, as indicated by the Instrument Number contained in this SOW:

- Assist the Client in complying with all requirements of the North Dakota Community Development Block Grant Program Distribution Statement, Administrative Manual and all subsequent additions and changes that may be made to the manual;
- Assist with or conduct the environmental review if required by the North Dakota Community Development Block Grant Program;
- Set-up and store project files, specific to the North Dakota Community Development Block Grant Program contribution, as indicated by the Instrument Number contained in this SOW. Electronic project files will be stored until the project has been closed out and monitored by the State of North Dakota, Department of Commerce, Division of Community Services. Upon project closeout, all paper and e-documents will be turned over to the Client, except should the City of Minot need such original records and documents for compliance or audit purposes by HUD, then contractor shall make available such records, and Contractor has provided electronic access to the project file to City of Minot finance employees;
- Prepare and submit draw requests and all necessary reports associated with draw requests;
- Prepare and submit required financial and progress reports, and a year-end performance report;
- Perform close out duties.

Contractor Responsibilities

The Contractor will perform all work as described under Scope of Work. The Contractor will provide assistance during the term of the agreement and any extensions thereof.

The Contractor shall maintain records in accordance with the North Dakota Community Block Grant Program requirements. All records shall be available for public review in accordance with State and Federal law.

No employee, officer or agent of the Contractor shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

Client Responsibilities

The Client agrees to assist the Contractor in its efforts to maintain a comprehensive and complete administrative file, limited to the \$300,000 North Dakota Community Development Block Grant

Program funding, as indicated by the project Instrument Number within the SOW, which provides a means of program evaluation and financial accountability. All information, data, reports, records and maps as are available and necessary for the carrying out of the work as outlined above shall be furnished to the Contractor without any charge and the Client shall cooperate in carrying out the work without undue delay.

The Client agrees to ensure its own adopted policies and procedures pertaining to CDBG-NDR grant requirements are followed, if different from the North Dakota Community Block Grant Program requirements.

The Client shall maintain a written code or standards of conduct, which shall govern the performance of their officers, employees or agents engaged in the project and administration of contract supported by grant funds.

Compensation and Method of Payment

The total lump sum cost of project administration shall be \$15,000, due upon signing the contract. Project administration shall be paid in full by Lutheran Social Services Housing, Inc. from non-CDBG or CDBG-NDR funds through agreed upon arrangement between Lutheran Social Services Housing, Inc. and Souris Basin Planning Council. It is agreed and accepted that the City of Minot has no responsibility or obligation regarding the payment of project administration. Invoices are due within thirty (30) days of receipt.

Out-of-Pocket Expenses / Invoice Procedures

Lutheran Social Services Housing, Inc. will be invoiced all costs associated with out-of-pocket expenses (including, without limitation, costs and expenses associated with newspaper advertisements and any other applicable business expenses) listed on the invoice as a separate line item. Reimbursement for out-of-pocket expenses relating to performance of this SOW, when authorized and up to the limits set forth in this SOW, shall be in accordance with the Contractor's then-current published policies governing associated business expenses. The City of Minot shall have no financial responsibility or obligation regarding the payment of expenses.

Completion Criteria

Contractor shall have fulfilled its obligations as described within this SOW. If at any time the Contractor is in clear violation of the terms of this contract by nonperformance of the described work items of the contract, the Client may terminate the Contractor as fiscal manager by the following method:

- The Client shall notify the Contractor in writing, stating all charges of noncompliance thirty (30) days in advance of the termination date;

- The Client shall pay the Contractor for all costs incurred up to and including the effective date of termination; and
- At the time of termination and upon final payment, the client shall take possession of all materials and files and finish work by which means are available.

At any time, this contract may be terminated by mutual consent of the Client and Contractor with a thirty (30) day written notice. The Client and Contractor shall, together, draft a document of termination stating that the termination is of mutual consent and the method of payment for all completed work. The document shall be signed by both parties.

Project Change Control Procedure


The following process will be followed if a change to this SOW is required:


- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
 - The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
 - Both parties will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the parties will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
 - Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
 - A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.
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- By signing below, the Client recognizes the Contractor as an independent contractor acting in good faith in this agreement and shall act only as an agent of the Client on matters only as mutually agreed upon. The Contractor shall not be deemed a direct employee of the Client.
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- Neither the Client nor Contractor shall be liable for decisions or actions of the other party which were made without mutual consent or which go beyond the duties, responsibilities or jurisdictions of this agreement. The Client further agrees to indemnify the Contractor, including its officers and staff of all claims of any nature, including costs, expenses and legal fees which may arise out of or result from this agreement, except claims resulting from or arising out of each parties' own acts.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

City of Minot

Souris Basin Planning Council

By: 
Name:
Title:

By: 
Name: Lyndsay Ulrickson
Title: Executive Director

IN WITNESS WHEREOF, Lutheran Social Services of North Dakota understands it is responsible for all administrative costs associated with the project.

By: 
Name: Paulette Paulson Title:

Contract Provisions

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the city setting forth, the provisions of this non-discrimination clause.
- b. The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

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

Section 504 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers

- a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability regarding any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

f. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.