CITY OF SPARTANBURG
SOUTH CAROLINA

CITY COUNCIL AGENDA

City Council Meeting
County Council Chambers
366 N. Church Street
Monday, July 8, 2024
5:30 PM

I. Moment of Silence

II. Pledge of Allegiance

III. Approval of the Minutes of the June 24, 2024 Meeting

IV. Approval of the Agenda of the July 8, 2024 Meeting

V. Public Comment
****Public Comment Forms are available inside Council Chambers on the podium. Please turn in the completed form to the City Clerk prior to the start of the meeting.****

VI. Proclamation Recognizing July as Plastic Free Month
Presenter: Jerome Rice, Jr., Mayor

VII. Presentation Regarding Traffic Enforcement Technology
Presenter: Kevin Limehouse, Assistant City Manager

VIII. Update on Use of American Rescue Plan Act (ARPA) Funding For Owner Occupied Repairs
Presenter: Martin Livingtson, Community Development Director

IX. City Council Updates

X. Executive Session

A. An Executive Session to Discuss a Contractual Agreement Pursuant to Section 30-4-70 (a) (2) of the SC Code of Laws

XI. Adjournment.

City Code Sec. 2-57. Citizen Appearance. Any citizen of the City of Spartanburg may speak at a regular meeting on any matter pertaining to City Services and operations germane to items within the purview and authority of City Council, except personnel matters, by signing a Citizen's Appearance form prior to the meeting stating the subject and purpose for speaking. No item considered by Council within the past twelve (12) months may be added as an agenda item other than by decision of City Council. The forms may be obtained from the Clerk and maintained by the

As required by the Americans with Disabilities Act, the City of Spartanburg will provide interpretive services for the City Council Meetings. Requests must be made to the Communications & Marketing Office (596-2020) 24 hours in advance of the meeting. This is a Public Meeting and notice of the meeting was posted with the Media 24 hours in advance according to the Freedom of Information

same. Each person who gives notice may speak at the designated time and will be limited to a two (2) minute presentation.

City Council Meeting
County Council Chambers
366 N. Church Street
Monday, June 24, 2024
5:30 p.m.

(These minutes to be approved at the July 8, 2024 Council Meeting)

City Council met this date with the following Councilmembers present: Mayor Jerome Rice, Jr, Mayor Pro Tem Janie Salley, Councilmembers Jamie Fulmer, Ruth Littlejohn, Erica Brown, Meghan Smith and Rob Rain. City Manager Chris Story, Deputy City Manager Mitch Kennedy, Assistant City Manager Kevin Limehouse and City Attorney Robert P. Coler were in attendance. Notice of the meeting was posted with the Media 24 hours in advance according to the Freedom of Information Act. All City Council meetings are live streamed/recorded. To view the video for a complete transcript, please visit https://www.cityofspartanburg.org/city-council

I. Moment of Silence – observed

II. Pledge of Allegiance - recited

III. Approval of the Minutes of the June 10, 2024 City Council Meetings
Councilmember Fulmer *made a motion to approve the minutes as received. Councilmember Littlejohn seconded the motion, which carried unanimously 7 to 0.*

IV. Approval of the Agenda for the June 24, 2024 City Council Meeting -
Councilmember Rain *made a motion to amend the agenda regarding item 9 on the agenda, wherein it should read "Second Reading" and not "First Reading".*
Councilmember Fulmer *seconded the motion to amend the agenda, which carried unanimously 7 to 0.*
Councilmember Smith *made a motion to approve the amended agenda.*
Councilmember Littlejohn *seconded the motion, which carried unanimously 7 to 0.*

V. Public Comment –
*Citizen Appearance forms are available at the door and should be submitted to the City Clerk
1. Chance Lebron-Oversight Committee for $830,000.00 grant.

VI. Special Presentation
Presenter: Jerome Rice, Jr., Mayor
Deputy City Manager, Mitch Kennedy, opened the presentation by outlining previous awards that have been given in honor of former Mayors of the City of Spartanburg to outstanding citizens in our community. Among those awards are the Mayor James E. Talley Community Service Award that was given to April Kelly-Drummond in February of this year and the William "Bill' Barnet, III Leadership Award given to Dr. Russell Booker in April of this year as well.
Mr. Kennedy then introduced Jay Beason, president of Mark III Properties, who nominated the winner of the award being presented today. Mr. Beason advised Council and those present about a citizen who is out everyday picking up trash alongside Camelot Drive no matter the weather. Mr. Beason stated that when he spoke with Ms. Meadows

and thanked her for what she was doing she told him instead of complaining about trash on the roads, she wanted to be part of the solution.

Mayor Junie White along with Mayor Jerome Rice, Jr. presented the Junie L. White, Silent Service Award to Cassandra Meadows for her quiet yet impactful contributions by giving of her time selflessly to improve the physical condition of her community while fostering a sense of pride in our City.

VII. American Rescue Plan Act (ARPA) Funds Discussion

Presenter: Mitch Kennedy, Deputy City Manager

Mr. Kennedy provided Council with an update on strategies that are proposed for these funds.

VIII. Next Steps: Homeless Initiative & Funding Update

Presenter: Mitch Kennedy, Deputy City Manager

Mr. Kennedy and Marilyn Nguyen provided an update regarding the Homeless Initiative and how the City is using different funds including the Opioid Settlement Grant to address and implement strategies regarding homelessness in the City.

IX. Consent Agenda

A. An Ordinance Authorizing the City Manager to Execute an Agreement for the Transfer of Several Scattered Site Properties Located in the Northside Neighborhood. (Second Reading)

Presenter: Martin Livingston, Community Development Director

Councilmember Brown *made a motion to approve the ordinance as presented. Councilmember Smith seconded the motion, which carried unanimously 7 to 0.*

X. Approval of Van Pool Services with Enterprise Leasing Company-Southeast, LLC

Presenter: Dennis Locke, Finance Director

Councilmember Smith *made a motion to approve the City Manager to enter into a contract with Enterprise Leasing Company-Southeast, LLC.*

Councilmember Littlejohn *seconded the motion, which carried unanimously 7 to 0.*

XI. Resolution

A. Resolution to Allow Elected Members of the Council to Participate as Active Employees in the State Insurance Benefits Program offered by SC PEBA.

Presenter; Robert P. Coler, City Attorney

Councilmember Smith *made a motion to approve the Resolution as presented. Councilmember Brown seconded the motion, which carried unanimously 7 to 0.*

XII. Staff Updates

Mr. Story thanked the team for the great job on Juneteenth Events in the City.

He thanked Kevin Limehouse and his team on creating the standard operations procedures for customer service standards. He also thanked Dennis and the finance team for finishing out another strong fiscal year. Mr. Story shared that the closing for the bond financing of the stadium on Friday, June 28, 2024. He also reminded everyone about Red, White and Boom on July 4, 2024.

XIII. City Council Updates

Each Councilmember gave updates on their activites since the previous council meeting.

Mayor Pro Tem Salley *made a motion to adjourn to Executive Sessions at 7:10 p.m. Councilmember Smith seconded the motion, which carried unanimously 7 to 0.*

XIV. Executive Session-

A. An Executive Session to Discuss a Contractual Agreement Pursuant to Section 30-4-70 (a)(2) of the SC Code of Laws

B. Executive Session Pursuant to Section 30-4-70(a)(5) of the South Carolina Code to Discuss Matters Relating to Economic Development "Project Bear" a Potential

XV. Adjournment – ***Councilmember Smith*** *made a motion to adjourn the meeting, Councilmember Littlejohn seconded the motion, which carried unanimously 7 to 0. The meeting adjourned at 7:45 p.m.*

Christie B. Lindsey

Christie B. Lindsey, City Clerk

REQUEST FOR CITY COUNCIL ACTION

TO: **Chris Story, City Manager**

FROM: **Martin Livingston, Community Development Director**

SUBJECT: **Update On Use of American Rescue Plan Act (ARPA) Funding For Owner Occupied Repairs**

DATE: **July 8, 2024**

BACKGROUND:
The American Rescue Plan Act (ARPA), provides State and Local Fiscal Recovery Funds (SLFRF) to support a wide array of public health and economic challenges, including affordable housing production and preservation. The SLFRF provides considerable flexibility and options for states and localities to address the affordable housing crisis exacerbated by the COVID-19 pandemic. It allows for direct investment in housing and the leveraging of additional resources through partnerships and layered funding mechanisms. The City of Spartanburg received approximately $14 million in American Rescue Plan Act (ARPA) funding. The Owner-Occupied Repair Program will be allocated $600,000 for repairs and program administration fee.

Owner Occupied Repair Program:
City staff currently has two programs to assist with owner-occupied repairs. The city operates an emergency repair program that is limited to $10,000 in repairs with Christmas in Action using Community development Block Grant (CDBG) Funds. The program assists approximately 10-15 applicants annually. The city also operates an HVAC program that also assists with minor repairs. Both programs assist applicants 62 and older or disabled. The City issued a Request for Qualifications (RFQ) to determine if staff could create a partnership with organizations to develop an owner-occupied program. An interest meeting was held on June 4, in which three (3) non-profit partners attended the meeting. On June 18, the submission deadline, staff received only one submission from the Northside Development Group (NDG) to participate in the program. The NDG has assisted over 23 applicants in the Northside neighborhood using South Carolina State Housing Finance and Development Authority - Housing Trust Fund (SC-HTF) and private funding for repairs. The program will be operated city-wide, and staff will have oversight over inspections, write-ups, and monitoring of the organization and the program.

ACTION REQUESTED: Staff is requesting approval for the City Manager to enter into a subrecipient agreement with the Northside Development Group (NDG) to assist in implementing an owner-occupied repair program city-wide using ARPA funding.

BUDGET AND FINANCIAL DATA: **Not applicable**.

STATE OF SOUTH CAROLINA	**)**	**AMERICAN RESCUE PLAN**
	)	**SUBRECIPIENT AGREEMENT -**
	)	**NORTHSIDE DEVELOPMENT**
COUNTY OF SPARTANBURG	**)**	**CORPORATION (NDC)**

THIS AGREEMENT, entered this _____day of _____, 2024 by and between the City of Spartanburg (herein called the "Grantee") and Northside Development Corporation (NDC) (herein called the "Subrecipient").

WHEREAS, Section 9901 of the American Rescue Plan Act (Subtitle M of Title IX of Public Law 117-2), amends Title VI of the Social Security Act (42 U.S.C. 801 et seq.) by adding Sections 602 and 603 to establish the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund (SFRLF) in accordance with 31 CFR Part 35; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing SFRLF funds in accordance with 31 CFR Part 35 for eligible activities; and

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering SFRLF Housing eligible programs in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such programs will include the following activities eligible under the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund (SFRLF):

Program Delivery
Eligible Owner-occupied repairs in the City of Spartanburg in eligible Census Tracts and Community Development Block Grant (CDBG) Block Groups eligible low and moderate areas. These areas to include housing activities in the neighborhoods but not limited to the Northside, Summit Hills, Farley-Saxon, Park Hills North, Park Hills South, Highland, Liberty Heights, Forest Park, South Converse, and any other areas approved by the city. The subrecipient will receive a project delivery fee of 10% of the amount of work performed.

B. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by Grantee, contract suspension or termination of procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the _1__ day of __July__, 2024 and end on the __31__ day of December, 2026. The term of this agreement and the provisions herein shall be extended

to cover any additional time period during which the Subrecipient remains in control of SFRLF funds or other SFRLF assets, including any program revenue.

III. BUDGET

Amount and line items
See Attachment B

Subrecipients must provide a detailed, line-item budget with a breakdown of all expenditures. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$_____.** Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Attachment B and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

Grantee:
Chris Story
City Manager
City of Spartanburg
187 W. Broad Street
Spartanburg, SC 29306
Phone: (864) 596-2712

Subrecipient:
Michael Williamson
Chief Executive Officer
Northside Development Corporation (NDC)
501 Howard Street
Spartanburg, SC 29303
Phone: (864) 598-0097

VI. SPECIAL CONDITION

The Subrecipient agrees to read the HUD sponsored manual, A Handbook for CDBG Subrecipients On Administrative Systems: Playing By the Rules and further agrees to attend training sessions at the discretion of the Grantee.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 31 of the Code of Federal Regulations, Part 35 (the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund (SFRLF). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement in 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. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance and Medicare, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage for all its employees Involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided therein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such Amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include but are not limited to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Treasury guidelines, policies or directives.
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
3. Ineffective or improper use of funds provided under this Agreement.
4. Submission by the Subrecipient to the Grantee of reports that are incorrect or incomplete.
5. The Grantee has the option to reduce the grant amount and transfer funds to other eligible subrecipients and activities with a thirty (30) day written notice to Subrecipient.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21 – 28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations" or A-21, "Cost Principles for Educational Institutions", as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by Federal regulations specified in in 31 CFR Part 35, that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the eligible activities in accordance with the SFRLF program;
c. Records required to determine eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with SFRLF assistance;
e. Records documenting compliance with the Fair Housing and equal opportunity components of the SFRLF program;
f. Financial records as required by 31 CFR Part 35, and 24 CFR 84.21-28;
g. Records documenting the income of program beneficiaries;
h. Other records necessary to document compliance with the SFRLF program.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred 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 audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

3. Client Data/Beneficiaries

The Subrecipient must maintain data on all beneficiaries of the program to demonstrate eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level, and description of services provided. Such information shall be made available to Grantee monitors for review upon request. The information is included as a report due to the Grantee. The data on beneficiaries of the program is to be submitted as received for compliance to SFRLF program requirements.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold, if any. Properties retained shall continue to meet eligibility criteria and shall conform to the property restrictions specified in Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund (SFRLF) in accordance with 31 CFR Part 35.

6. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the SFRLF program's eligibility.

7. Close Outs

Subrecipient obligation to the Grantee shall not end until all close out requirements are completed. Activities during this close out period shall include, but are not limited to: Making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to Grantee), and determining the custodianship of records.

8. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within a reasonable period. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted in Accordance with current Grantee policy concerning subrecipient audits and OMB
Circular A-133.

C. Reporting and Payment Procedures

1. Budget

Include as Attachment B, a detailed Agreement budget agreed to by both parties. The parties may agree to revise the budget in accordance with existing Grantee change order procedures.

2. Program Income

The Subrecipient shall report all program income or revenues generated by activities carried out with SFRLF funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth in accordance with 31 CFR Part 35. All unexpended program income shall be returned to the Grantee at the end of the contract period.

3. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such a plan to the Grantee for approval, in a form specified by the Grantee.

4. Payment Procedures

The Grantee shall pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. The Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

5. Progress Reports

The Subrecipient shall submit quarterly progress reports on goals specified under this Agreement. These will be due on the 15th day after each quarter. The year-end cumulative report shall be due no later than the tenth of the month following the close of the Grantee's fiscal year and the Grantee reserves the right to refuse payment of any unexpended funds available under the Agreement pending receipt of said reports.

D. Procurement

1. Compliance

The Subrecipient shall comply with the current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.
All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. Davis Bacon Requirements

When the Subrecipient must hire contractors or subcontractors to perform construction work in order to accomplish the activities set forth in the Scope of Work portion of this Agreement, it shall comply with all Federal Labor Standards, specifically those of the Davis-Bacon Act and Section 5 of Title 29 of the Code of Federal Regulations, including but not limited to, obtaining a wage determination for all skills to be utilized, verification of wage payments, review of payroll records and on site interviews with laborers.

3. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all Materials, property, or services in accordance with the requirements of 24 CFR 84.40-48

4. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE FOR ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Polices of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (b); The Subrecipient shall provide relocation assistance to displaced persons that are displaced as a result of acquisition, rehabilitation, demolition or conversion for a SFRLF-assisted project.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as Amended, Title VII of the Civil Rights Act as amended, Section 109 of Title 1 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 Act of 1975, Executive Order 63, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund (SFRLF) in accordance with 31 CFR Part 35. The applicable non-discrimination provisions in section 109 of the HCDA are still applicable.

3. Section 504

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 individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for the compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications on Affirmative Action Program in keeping with the principles As provided in President's Executive Order 11246 of September 24, 1965. The Grantee Shall provide

Affirmative Action guidelines to the Subrecipient to assist in the Formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. W/MBE

The Subrecipient will use its best efforts to award minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business of a least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish speaking, Spanish surnamed or Spanish heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its Sub-Subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient shall post copies of notice regarding the above in conspicuous places available to employees and applicants for employment.

5. EEO/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 or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs VII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference so that such provisions will be binding upon each Sub-Subrecipient or vendor.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient, and any of the Subrecipient's subrecipients and sub-contractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to Include the following language in all subcontracts executed under this Agreement.

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17-01). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents in the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects are given to low- and very low-income persons residing within the Metropolitan area in which the SFRLF-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazard), housing construction, or other public construction project or business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the SFRLF-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow up actions taken to correct areas of non-compliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts set in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 31 CFR Part 35 and the Code of Laws of the State of South Carolina with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated agent, consultant, officer or elected official or appointed official of the Grantee or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

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The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of a 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.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or Grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities prohibited by 31 CFR Part 35, such as worship, religious Instruction and proselytization.

8. Freedom of Information Act

With the acceptance and utilization of Federal or State Funds, the Subrecipient may be subject to the requirements of the South Carolina and Federal Freedom of Information Acts. These requirements include the holding of meetings, announced in advance, and open to the public

when decisions are to be made by the Subrecipients board or governing body regarding the use of said funds; the taking of any votes regarding the utilization, expenditure or other use of said funds in open session; and the provision of information in response to a FOIA request relating to said funds. Business matters of the Subrecipient not related to the use of said funds is not subject to FOIA rules.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the Performance of this Agreement:

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 related to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 as amended.
- National Environmental Policy Act of 1969
- HUD Environmental Review Procedures (24 CFR, Part 58)

B. Flood Disaster Protection

The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. -2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 576.57, and 24 CFR Part 35, and in particular Sub Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, and Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all Rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Spartanburg	Northside Development Corporation
By: Chris Story City Manager	By: Michael Williamson Chief Executive Officer

APPROVED AS TO FORM:

Robert Coler
City Attorney

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ATTACHMENT A
Roles and Responsibilities

Northside Development Corporation (NDC)
City of Spartanburg, South Carolina

Program Design: Eligible owner-occupied applicants elderly and older or with a physical disability in need of repairs in the City of Spartanburg in eligible Census Tracts and Community Development Block Grant (CDBG) Block Groups eligible low and moderate areas. These areas to include housing activities in the neighborhoods but not limited to the Northside, Summit Hills, Farley-Saxon, Park Hills North, Park Hills South, Highland, Liberty Heights, Forest Park, South Converse, and any other areas approved by the city.

Applicants that previously received assistance with any city housing programs through Christmas in Action (CIA), the HVAC Program, and the Healthy Homes and Lead-based Paint Repair Programs are eligible. The maximum benefit for all combined programs is $30,000. Applicants' maximum income account exceed 100% of the Area Median Income as defined by the by the U.S. Department of Housing and Urban Development.

The affordability period will be five (5) years for any work $15,000 or less. The affordability period will be seven (7) years for any work performed greater than $15,000.

Schedule of Steps / Task to be performed

1. Applicant submits repair application to Subrecipient for review and processing
2. Subrecipient Site Visit to determine Repair Needs
3. Subrecipient verifies income and location
4. Subrecipient prepares Work Writeup Repair List and Estimates
5. Subrecipient coordinates with contractor to refine Work Writeup / Repair List / Bids
6. Subrecipient submits documents to city for review
7. City staff inspects the property and reviews work-writeup
8. City staff approves work to be performed
9. Applicant signs mortgage documents / restrictive covenants for affordability period
10. Applicant signs agreement with contractor to perform the work
11. Contractor begins and completes work
12. Subrecipient and city staff inspects work performed with applicant / homeowner
13. Contractor is paid for work performed after applicant sign off
14. Subrecipient is paid the project delivery fee for worked performed

Changes orders will be accepted only for necessary repairs. City staff must approve all change orders prior to contractor or subrecipient performing any work.

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ATTACHMENT B
BUDGET

Northside Development Corporation (NDC)
City of Spartanburg, South Carolina
Owner-Occupied Housing Repair Program

Services / Programs	**City ARPA Funds**		
Rental Housing Programs			
Homeownership Development Programs			
Closing Cost Assistance			
Owner-Occupied Repair Program	600,000		
TOTAL All Funds	**600,000**		

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