

request pertaining to the funds granted herein or the operation of the Grantees. The Grantees shall maintain a written accounting and documentation of all of its receipts and disbursements relating to the grant funds that are the subject of this Agreement. The City reserves the right to require a certified audit pertaining to the use of the grant funds, or may perform the audit through the use of its staff.

(4) The Grantees shall furnish to the City a copy of its audit report performed by a certified public accountant as soon as such becomes available to the Grantees.

(5) Funds will be disbursed to the Grantees, in accordance with Exhibit C, for expenses incurred in accordance with the attached budget, unless otherwise specified in the attachments. Further, should the Grantees overspend the attached budget, the City shall have no obligation to reimburse the Grantees for such expenditures.

(6) The City may suspend or terminate the payment of grant funds in whole or in part for any violation of this Agreement. Suspension or termination may be effected for the following reasons as determined by the City, but not limited to these reasons:

- (a) Improper use of grant funds;
- (b) Failure to comply with the terms and conditions of the Agreement;
- (c) Submission to the City of reports which are incorrect or incomplete in any material respect;
- (d) Uncontrollable circumstances, rendering the carrying out of this Agreement improper or infeasible.

In addition, the City may suspend or terminate payment of grant funds if the Grantees fail to make satisfactory progress toward meeting the project services which are the subject of this Agreement and the determination of whether satisfactory progress has been made shall be in the sole discretion of the City.

If for any reason the payment of grant funds is suspended or terminated, the Grantees agree to promptly remit to the City any payments previously received by the Grantees, which the City deems to have been paid and received in violation of this Agreement.

(7) Any and all alternatives in the restrictions and conditions upon the grant of the funds herein shall be subject to prior review and written approval by the City.

(8) This Agreement and the grant funds that are the subject of this Agreement are expressly non-assignable without the prior written consent and approval of the City. Additionally, this agreement or the funds herein may not be continued by a successor to the Grantees herein named or subcontracted without the prior written consent to the City.

(9) Non-expendable property purchased under this Agreement shall remain the property of the Grantees, unless the attached conditions or budget provides that such property shall become the property of the City.

(10) Grantees are strongly encouraged to make a good faith effort to hire minority and women applicants for employment from the Winston-Salem/Forsyth County area. If Grantees use grant funds to pay for services, repair or construction work, Grantees are strongly encouraged to hire minority and women service providers and contractors from the Winston-Salem/Forsyth County area. Documentation of such efforts in a manner and on a form acceptable to the City shall be provided by Grantees before the end of the fiscal year in which grant funds were received. Failure to provide such documentation may impact the Grantees' eligibility for a subsequent grant.

(11) Grantees acknowledge that the City will make no payment to Grantees, so long as there is an outstanding debt or obligation due the City. Grantees hereby agree that any debt they owe the City will be offset against any payments otherwise due the Grantees under this Agreement. If the City assigns any monies due or to become due under this Agreement, such assignment will be subject to all set-offs in favor of the City.

(12) All documentation required by Exhibits C and D, attached hereto and incorporated herein, must be submitted to the City no later than April 3, 2020. Failure to submit the required documentation as set forth herein may, in the City's sole and absolute discretion, result in the termination of this agreement and recapture of any public funds previously provided by City to Grantees under the terms of this agreement. Additionally, failure to comply with the documentation requirements set forth herein may, in the City's sole and absolute discretion, impact the Grantees' eligibility for future grants from the City. Current funding does not guarantee future funding.

(13) Suspension and Debarment; the Grantees hereby certify that neither they, nor their agents or subcontractors: (i) are presently debarred, suspended, proposed for suspension or debarment from contracting by any Federal or State Department or Agency, or (ii) have been

declared ineligible or voluntarily excluded from contracting by or with any Federal or State Department or Agency. Any contract entered into with a contractor or subcontractor that has been debarred or suspended, declared ineligible or voluntarily excluded from contracting with or by any Federal or State Department or Agency may be terminated at the sole discretion of the City.

(14) E-Verify Compliance: Where applicable, Grantees shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Grantees utilize a subcontractor, the Grantees shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General. A violation of this provision or the E-Verify requirements shall be just cause for the City to terminate this contract.

(15) Iran Divestment Act. Grantees hereby certify that they are not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS § G.S. 147-86.58, nor will Grantees utilize on this agreement any subcontractor on such list.

(16) Divestment from Companies that Boycott Israel. Grantees hereby certify that they are not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that they will not utilize on this agreement any subcontractor on said list.

(17) Public Records and Confidential Information. All non-confidential information and documents provided by the Grantees to the City shall be treated as a public record under N.C.G.S. 132-1 et. seq. All information or documents provided by the Grantees to the City and marked as "confidential" or with a similar designation under N.C.G.S. 132-1.2 will be treated by the City as confidential and will not be disclosed to any person without the prior written consent of the Grantees, if it meets the criteria outlined in N.C.G.S. 132-1.2 (1)(a through d). However, the Grantees hereby agree that said confidential information can be reviewed internally by city staff and any appropriate city committee involved in the process of awarding city contracts. The Grantees agree to indemnify and hold harmless the City, its officers, employees, elected officials and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Grantees have designated as confidential pursuant to N.C.G.S. 132-1.2.

(18) The City may, with reasonable notice, have access to the organizations' personnel and financial records to conduct due diligence reviews of operations.

(19) The attached Exhibits are:

- (a) The Budget;
- (b) The Work Program;
- (c) Purposes and/or Restrictions and Conditions;
- (d) Report Requirements; and
- (e) Certificate in Lieu of Corporate Seal (if needed).

These exhibits are incorporated herein by reference and shall have the same force and effect as if set forth herein.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its behalf; and the Grantees have caused the same to be duly executed in their behalf as of the date first above written.

ATTEST

CITY OF WINSTON-SALEM

_____(SEAL)
Sandra Keeney, City Secretary

BY: _____
Lee D. Garrity, City Manager

ATTEST

UNITED WAY OF FORSYTH COUNTY

_____(SEAL)
(Signature)

BY: _____
(Signature)

(Print Name, Title)

(Print Name, Title)

ATTEST

THE WINSTON-SALEM FOUNDATION

_____(SEAL)
(Signature)

BY: _____
(Signature)

(Print Name, Title)

(Print Name, Title)

APPROVED AS TO FORM AND LEGALITY

**THIS DOCUMENT HAS BEEN PRE-AUDITED IN
ACCORDANCE WITH THE NC LOCAL
GOVERNMENT BUDGET AND FISCAL CONTROL
ACT**

Angela I. Carmon, City Attorney

Lisa Saunders, Chief Financial Officer

JULY 1, 2019

EXHIBIT A: BUDGET FOR FY 2019-20

EXPENDITURES

**BUDGETED
2019-2020**

Please see Attached Budget

REVENUES

**BUDGETED
2019-2020**

Please see Attached Budget

JULY 1, 2019

EXHIBIT B: WORK PROGRAM FOR FY 2019-20

Please see Attached Work Program.

JULY 1, 2019

EXHIBIT C: RESTRICTIONS AND CONDITIONS

1. The Grantees will submit monthly progress and financial reports to the City as provided for in Exhibit D.
2. Payment will be made in a lump sum amount of \$1,000,000 to United Way of Forsyth County. United Way of Forsyth County and The Winston-Salem Foundation will oversee the disbursement of these funds.
3. Funds paid in accordance with this contract are to be used to provide one-time operating support to local non-profit organizations that are selected to receive funding through the COVID-19 Response Fund for Forsyth County to assist low and moderate-income residents economically impacted by the COVID-19 virus consistent with G.S. 160A-456 attached hereto. This one-time operating support shall be used to increase the capacity of the selected local non-profit organizations to serve the growing population of residents impacted by COVID-19. The non-profit organizations selected must carry on a public purpose consistent with G.S. 160A-299 attached hereto.
4. City funds shall not be used to pay for any personal expenses of the officers and employees of the Grantees.

JULY 1, 2019

EXHIBIT D: REPORT REQUIREMENTS

1. The Grantees will submit a copy of their 2018-2019 Return of Organization Exempt From Income Tax (IRS Form 990).
2. The Grantees will submit an audited financial report or financial review by an independent CPA firm concerning all funds expended and received at the end of the fiscal year.
3. The Grantees will submit the following as part of the monthly reports.
 - Progress reports about the disbursement of the funds, including information about the agencies receiving the funds, the specific programs employed to provide assistance, and demographic data of the individuals receiving support through these agencies and their programs. Demographic data shall include race, age, gender, and residency (i.e., zip code). Progress reports also shall include data on workload and outcomes achieved.
 - Financial reports, detailing the expenditures and revenues of the COVID-19 Response Fund for Forsyth County.
4. Documentation of efforts to diversify employment by race and sex, in a manner and on a form acceptable to the City, shall be provided by Grantees before the end of the fiscal year in which grant funds were received. Failure to provide such documentation may impact the Grantees' eligibility for a subsequent grant.

AGENCY NAME, INC.

JULY 1, 2019

EXHIBIT E: CERTIFICATE IN LIEU OF CORPORATE SEAL

I certify that I am the secretary to the Board of Directors for **Agency Name, Inc.**, that this agency has no corporate seal, that I attested the execution of this contract by our Executive Officer, and that this contract is to be treated by both parties as if a corporate seal had been affixed hereto.

, Secretary
AGENCY NAME, INC.