



**SERVICES AGREEMENT**  
**City of Minot and Resource Consultants, LLC**

This Agreement is entered into on this 20<sup>th</sup> day of February, 2024, by and between the City of Minot (hereinafter "City") and Resource Consultants, LLC (hereinafter "Contractor").

WHEREAS, the Contractor has agreed to assist the City in their efforts to increase the community's economic resilience by providing a 2025-2029 Consolidated Plan, FY 2025 Action Plan, IDIS set up along with Article of Impediments to Fair Housing Choice; (See Appendix A) and

WHEREAS, the City desires to hire Contractor and to pay a not to exceed amount of \$49,100 plus costs associated with activities required for the end of the year CAPER closeout (See Appendix B).

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. **Term.** The term of this Agreement shall be from February 20, 2024 through August 16, 2024, except for those activities required for end of the year CAPER closeout. Upon a written agreement by both Parties, this Agreement may be extended.
2. **Scope of Services.** Contractor agrees to provide the services outlined in Appendix A, which is attached and incorporated into this Agreement by reference.
3. **Compensation.** City shall pay Contractor for its services hereunder compensation of an amount not to exceed \$49,100. plus costs associated with activities required for the end of the year CAPER closeout. Payment shall be made on a monthly basis when services are rendered.

4. Authority to Contract. No part of this Agreement shall be construed to grant to Contractor any authority to contract for, on behalf of, or incur obligations on behalf of the City.
5. Termination.
  - a. Termination by Mutual Agreement. This Agreement may be terminated by mutual consent of both parties executed in writing.
  - b. Termination Without Cause. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party of the terminating party's intent to terminate before the expiration of this Agreement.
  - c. Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Contractor, or any later date stated in the notice:
    - i. If Contractor fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or
    - ii. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
  - d. The rights and remedies of City provided in this Section 5 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
6. Notice. All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

City:	Contractor:
City of Minot	Resource Consultants
c/o Finance Director	c/o President
P.O. Box 5006	P.O. Box 421
Minot, ND 58702	Mosier, OR 97040
finance@minotnd.gov	elizabeth@resourceconsultants.org

7. Independent Entity. Contractor is an independent entity under this Agreement and is not a City employee for any purpose.
8. Compliance with Law. Contractor agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Contractor's failure to comply with this section may be deemed a material breach by Contractor entitling the City to terminate in accordance with the Section 6(c) of this Agreement.
9. Retention of Records and Audits. Contractor agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event Contractor's records are audited by a third party, Contractor shall provide the City with the results of the audit within 30 days of receipt.
10. Compliance with Public Records Laws. Contractor understands that, City must disclose to the public upon request any records it receives from Contractor. Contractor further understand that any records obtained or generated by Contractor under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Contractor agrees to contact City promptly upon received a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.
11. Indemnification. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing Services pursuant to this Agreement. Contractor also agrees to reimburse the City for all costs, expenses, and attorneys' fees incurred if the City prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.
12. Insurance. At its sole cost, Contractor shall secure and keep in force during the terms of this Agreement, from insurance companies authorized to do business in

the state of North Dakota, the following insurance coverages: (1) commercial general liability, including premises or operations, contractual, and products or completed operations coverages, with minimum liability limits of \$1,000,000 per occurrence; (2) automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence; and (3) workers' compensation coverage meeting all statutory requirements. The City, its agent, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, as an additional insured. The Contractor's duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited by the insurance required in this Agreement. Contractor shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement. Failure to provide or to maintain insurance as required in this Agreement is a material breach of contract entitling City to terminate this Agreement pursuant to Section 6(c).

13. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.

14. Assignment. Neither Party may not assign or otherwise transfer or delegate any right or duty without the other party's express written consent.

15. Force Majeure. Neither Party to this Agreement will be liable to the other Party for delays, or direct and indirect costs resulting from any causes beyond the reasonable control or contemplation for either Party.

16. Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.

17. Attorneys' Fees. In the event a lawsuit is initiated by City to obtain performance due under this Agreement, and City is the prevailing party, Contractor shall,

except if specifically prohibited by law, pay City's reasonable attorneys' fees and costs in connection with the lawsuit.

18. Authority to Execute Agreement. Each party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against each party, its successors and assigns in accordance with its terms.

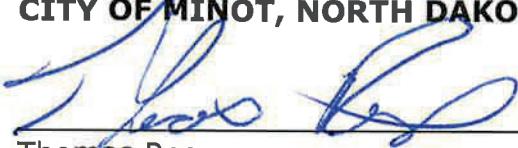
19. Governing Law and Venue. This Agreement shall be construed and interpreted both as to the validity and performance of the Parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum shall be in District Court, Ward County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

20. Entire Agreement and Modification. This Agreement, including the Attachments, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties.

21. Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties.

22. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which, taken together, constitute one and the same agreement.

**CITY OF MINOT, NORTH DAKOTA**

  
\_\_\_\_\_  
Thomas Ross  
Mayor

ATTEST

By: Mikayla McWilliams  
Mikayla McWilliams  
City Clerk

**RESOURCE CONSULTANTS, LLC**

  
\_\_\_\_\_  
Elizabeth McNannay, Executive Director

## **Appendix A**

### **SCOPE OF SERVICES**

A Citizen Participation Plan (CPP) (24 CFR 91.401) as an appendix, an Analysis of Impediments to Fair Housing Choice (AI) (to meet its obligation to affirmatively further fair housing) (24 CFR 91.405 and 24 CFR 91.410), Action Plan (24 CFR 91.420), Strategic Plan (24 CFR 91.415) and required Certifications (24 CFR 91.425) are all part of the plan requirements.

The specific requirements for the Consolidated Plan can be found in the Code of Federal Regulations, Title 24, Section 91, et. seq. (24 CFR 91). Regulations, notices and guidance for preparing a Consolidated Plan submission can be found at (but not limited to): <https://www.hudexchange.info/programs/consolidated-plan/>

### **I. Process Preparation**

- Obtain authorization and passwords for use of HUD's IDIS online reporting system.
- Review any revisions and additions to the consolidated plan process and/or the consultation process for incorporating the requirements of affirmatively furthering fair housing.
- Review Minot's existing Citizens Participation Plan ensuring it meets the requirements outlined in 24 CFR 91.401 All consultation and the scope of work shall be undertaken as provided in the Citizens Participation Plan.
- Review the requirements for using the Consolidated Plan template in IDIS and discuss the format of the plan with the NDR Grant Administrator, considering any federal regulation changes, and the most recent HUD notices and guidance, Office of Fair Housing requirements and OMB requirements.
- Review e-mails from HUD representatives (to be provided by the City of Minot) relating to the Consolidated Plan process.

- Review HUD's most recent Consolidated Plan and Annual Action Plan Completeness Checklist for Entitlement Grantees
- Prepare a timeline for project milestones including proposed community meetings and stakeholder interviews and including deadlines for posting of legal notices and advertisements. This timeline will be made available to the public to explain the process.
- Assist in preparation of the CAPER report required by HUD

\*\*Note: Consultant is responsible for being up-to-date and adhering to all HUD requirements for complete submission of the 5 Year Consolidated Plan and one-year Action Plan.

## **II. Needs Assessment**

- Collecting statistical and informational data and preparing charts and narratives for needs assessments and market analyses in the areas of affordable housing, community development, and homelessness according to 24 CFR 91.405
- Consulting with public and private agencies as outlined in 24 CFR 91.100.
- Conducting public participation activities virtually (including two (2) public hearings during the public comment period – anticipated to run virtually coordinating meetings and focus groups, City of Minot staff can assist in public meetings; virtually assisting the City of Minot in summarizing and responding to public comments.
- Focus group meetings, along with interviews with community stakeholders - to be determined with City of Minot staff and consultant but at a minimum should include representatives from City departments that utilize CDBG funds for projects, business community, housing agencies, social service agencies, and other individuals deemed appropriate.
- Using needs assessments, market analyses, and input from consultations and public participation activities to make recommendations for a strategic plan.

- Providing a draft Consolidated Plan and Year 1 Action Plan for City of Minot staff review no later than May 25, 2024. The draft Consolidated Plan should include an Executive Summary, graphs, tables, maps, charts, and other applicable data.
- Finalize any edits to Plans from City of Minot staff review to release Plans for public comment no later than June 10, 2024.
- Incorporate City of Minot responses to comments received during public comment period into final Plans and provide electronic documents July 15, 2024.

The Consultant shall gather factual and broad community input through citizen participation and data collection including:

- Review all data collection and statistical analysis (demographic, income, employment, housing, mortgage lending, etc.) necessary to meet HUD requirements for these documents, to include:
- A comprehensive review of the jurisdiction's laws, regulations, and administrative policies, procedures, and practices;
- An assessment of how those laws, etc. affect the location, availability, and accessibility of housing;
- Presentations at community and public meetings and moderating discussions (including preparing, copying and distributing bilingual handouts/guidebooks and preparation of meeting minutes) to gather community input on the community needs. This will include:
- Prepare summary of comments, conduct analysis and assess data gathered and develop 5-year priority recommendations incorporating factual data and public input collected to support those recommendations
- Provide notice to other required organizations.

### **III. Preparation of 5 Year Consolidated Plan, 1 Year Action Plan and CAPER Report**

- Develop a draft Consolidated Plan that includes 5-year funding goals, priorities and strategies, along with proposed accomplishments and performance measurements.
- Develop a draft FY25 Annual Action Plan that includes proposed activities, proposed accomplishments and performance measurements
- Prepare submission of the 5-year Consolidated Plan and the FY25 Annual Action Plan through the templates in IDIS including set up of Matrix Codes.
- Prepare maps to include in the plans (using HUD's CPD maps, as applicable).
- Prepare tables, charts, illustrations and photographs to include in plans.
- Provide interval copies of plan sections to The Steering Committee for review and comment before public draft of plan is finalized.
- The Consultant is responsible for submitting 5 stapled black/white copies each of the draft Consolidated Plan and Annual Action Plan for public distribution and one PDF for making copies.
- Present drafts of both documents at an evening public meeting and prepare meeting minutes.
- Assist in the preparation and submission of the FY25 year- end CAPER report to HUD.

### **IV. Finalization of the 5 Year Consolidated Plan & 1 Year Action Plan**

- Prepare last draft of both the Consolidated Plan and Annual Action Plan, incorporating information received at the public meeting, public comments and comments from the City of Minot. Last draft to be reviewed by the Steering Community prior to finalization and City Council approval.
- Prepare HUD's Consolidated Plan and Annual Action Plan Completeness Checklist for Entitlement Grantees.
- Provide all final work products to the City of Minot.

## **General Conditions**

This is an exhibit attached to and made a part of; and incorporated by reference into the Agreement dated February 20, 2024, between City of Minot (Grantee) and Resource Consultants, LLC (Contractor) for professional services:

### **1. Civil Rights**

Resource Consultants, LLC agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; Executive Order 11246, as amended by Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 570, Subpart K.

The Contractor agrees to comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee will provide the Contractor with any guidelines necessary for compliance with that portion of the regulations during the term of this Agreement.

### **2. Nondiscrimination**

Resource Consultants, LLC shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance.

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.

The Contractor shall take affirmative action to insure all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grantee setting forth the provisions of this nondiscrimination clause. The Contractor shall also abide by Title IX of the Education Amendments of 1972 (20 U.S.C.A. 1681 et seq.) which prohibits sex discrimination in federally assisted education programs.

### **3. Affirmative Action**

The Contractor agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in Presidential Executive Order 11246 of September 24, 1965. The Grantee will provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program, upon request.

### **4. Women/Minority Business Enterprise**

The Contractor shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business that is at 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 Contractor may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

## **5. Notifications**

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

## **6. EEO/AA Statement**

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action Employer, as applicable.

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Section 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; Executive Order 11246, as amended by Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 570, Subpart K.

The Contractor agrees to comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee will provide the Program Administrator with any guidelines necessary for compliance with that portion of the regulations during the term of this Agreement.

## **7. Section 109 of the Housing and Community Development Act of 1974.**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds 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 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

## **8. Section 503 of the Rehabilitation Act of 1973 (29 USC 793) (applicable to contracts and subcontracts over \$10,000)**

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap 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.

The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

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.

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 handicapped employees and applicants for employment, and the rights of applicants and employees.

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 handicapped individuals.

The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 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 or vendor. The Contractor will take such action 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.

## **9. Section 504 OF THE Rehabilitation Act of 1973, As Amended**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program, or activity that receives the benefits from the federal financial assistance.

## **10. Age Discrimination Act of 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

## **11. Certification of Non-segregated Facilities (applicable to contracts and subcontracts over \$10,000)**

The Contractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this AGREEMENT.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots,

drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**12. Section 3 of the Housing and Urban Development Act of 1968 –  
Compliance in the Provision of Training, Employment and Business  
Opportunities**

*A. Compliance*

The Contractor agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders. The Contractor understands that compliance shall be a condition of the federal assistance provided under this Agreement and binding upon the Grantee, the PROGRAM MANAGER and the Contractor. Failure to comply with these requirements shall subject the Grantee, the PROGRAM MANAGER and the Contractor, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided, and as set out in 24 C.F.R. Part 135, Subpart D. The Contractor agrees that no contractual or other disability exists which would prevent compliance with these

requirements. The Contractor shall 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.A. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project."

*B. Notifications*

The Contractor shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

*C. Subcontracts*

The Contractor shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Grantee. The Contractor will not subcontract with any contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with

preliminary statement of ability to comply with the requirements of these regulations.

### **13. Environmental Conditions**

#### *A. Air and Water*

The Contractor agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

Clean Air Act, 42 U.S.C.A. 7401 et seq.

Clean Water Act, 33 U.S.C.A. 1368

Executive Order 11738

Federal Water Pollution Control Act, as amended, 33 U.S.C.A. 1251, et seq., 1321 and 1318, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued there under

Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.

National Environmental Policy Act of 1969 (42 U.S.C.A. 4321 et seq., as amended)

HUD Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

#### *B. Flood Disaster Protection*

The Contractor shall 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 Contractor 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 C.F.R. § 570.608 and 24 C.F.R. 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, and of the advisability and availability of blood-level screening for children less than 7 years of age.

*D. Historic Preservation*

The Contractor shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C.A. 470) and the procedures set forth in 36 C.F.R. Part 800, "Protection of Historic Properties," insofar as they apply to the performance of this Agreement. In general, this requires approval from the North Dakota Historical Commission and Antiquities Committee for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

*E. Wildlife Protection*

The Contractor agrees to comply with the requirements of the Endangered Species Act of 1973, as listed in 50 C.F.R. § 17.11 and 50 C.F.R. Part 402; the Lacey Act (16 U.S.C.A. 3371-3378 et seq., as amended); the Migratory Bird Treaty Act (16 U.S.C.A. 703-12); the Fish and Wildlife Coordination Act (16 U.S.C.A. 661 et seq.);

Section 4(f) of the Department of Transportation Act (49 U.S.C.A. 1653(f)); the Federal Water Pollution Control Act (33 U.S.C.A. 1251 et seq.); the Coastal Zone Management Act of 1972, as amended (16 U.S.C.A. 1451); and the Safe Drinking Water Act of 1974 (42 U.S.C.A. 300f et seq., as amended), insofar as they apply to the performance of this Agreement.

#### **14. Energy Efficiency**

The Contractor shall comply with 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 (Public Law 94-163).

#### **15. Financial Management**

The Contractor shall adhere to standard, Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards and maintain necessary source documentation for all costs incurred under this Agreement.

#### **16. Record-Keeping, Reports, and Audits**

##### *A. Records to be maintained*

The Contractor shall maintain all records required by this Agreement, records required by 24 C.F.R. § 570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

- Records providing a full description of each activity undertaken
- Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- Records required determining the eligibility of activities

- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- Financial standards, as required by 24 C.F.R. § 570.502; and
- Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

*B. Property Records*

The Contractor shall maintain real property inventory records, which clearly identify property purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the restrictions specified in 24 C.F.R. § 570.606. The Contractor shall ensure that any independent audit required hereunder includes a report on real property inventory as a supplemental schedule in the audit.

*C. Retention*

The Contractor shall retain all records pertinent to expenditures incurred under this Agreement per the State of North Dakota general Records Retention Schedule after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later.

*D. Access to Records*

The Grantee, the PROGRAM MANAGER, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific

AGREEMENT, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this AGREEMENT will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the Grantee's final closeout of the grant.

*E. Inspection*

The authorized representative and agents of the Grantee, the PROGRAM MANAGER and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, and payrolls, records of personnel, invoices of materials, and other relevant data and records.

*F. Reports*

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Grantee, pertaining to the work or services undertaken pursuant to this Agreement.

**17. Conflict of Interest**

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this AGREEMENT or to any benefit that may arise

there from, but this provision shall not be construed to extend to this AGREEMENT if made with a corporation for its general benefit.

## **18. Copyright**

All formal documents and data (not including drafts), produced under this Agreement are the property of the Grantee. If this Agreement results in any copyrightable material, the Grantee reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use the work. In addition, the Grantee may authorize others to use the material.

## **19. Subcontracts**

Resource Consultants, LLC shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of North Dakota.

The Contractor shall be as fully responsible to the Grantee for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Grantee may exercise over the Contractor under any provision of the contract documents.

Nothing contained in this AGREEMENT shall create any contractual relation between any subcontractor and the Grantee.

## **20. Debarment, Suspension, and Ineligibility**

Resource Consultants, LLC represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations). Resource Consultants, LLC is currently active in the SAM.Gov system with the Unique ID code NGVZLYLKZV95 assigned to them.

## **21. Breach of Contract Terms**

Any violation or breach of terms of this AGREEMENT on the part of the Contractor may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this AGREEMENT. The duties and obligations imposed by the AGREEMENT documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## **22. Provisions Required by Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and the AGREEMENT shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the AGREEMENT shall forthwith be physically amended to make such insertion or correction.

### **23. Changes**

The Grantee, may, from time to time, request changes in the scope of the services 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 Grantee and the Contractor, shall be incorporated in written and executed amendments to this Contract.

### **24. Personnel**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contractor. Such personnel shall not be employees of or have any contractual relationship with the Grantee or PROGRAM MANAGER.

All the services 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 services.

### **25. Drug Free Workplace**

All profit or non-profit agencies or organizations receiving state or Federal grant funds under the official sponsorship of the Grantee must certify, on an annual basis, their compliance with the requirements of the "Drug Free-Workplace Act of 1988". Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location, or transport in which the employee is required to be present in order to perform his or her job function.

## **26. Anti-Kickback Rules**

Salaries of personnel performing work under this AGREEMENT 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 AGREEMENT to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

## **27. Interest of Contractor**

The Contractor covenants that he 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 his services hereunder.

## **28. 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.

## **29. Compliance with the Office of Management and Budget**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-87, A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this AGREEMENT.

## **30. 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 Grantee and PROGRAM MANAGER.

## **31. Lobbying**

Resource Consulting, LLC certifies, to the best of his or her knowledge and belief that:

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.

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.

### **32. Reversion of Assets**

The agreement shall specify that upon its expiration the Contractor shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the Contractor's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subcontractor in the form of a loan) in excess of \$25,000 is either:

Used to meet one of the national objectives in § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or

Not used in accordance with paragraph (b)(7)(i) of this section, in which event the Contractor shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in paragraph (b)(7)(i) of this section.)

### **33. Payment for Eligible Expenses**

The Contractor understands and agrees that the Grantee shall reimburse the Contractor for only those costs associated with work that has been authorized by Grantee and costs that are eligible under applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HUD grant funds. No reimbursement shall be made for goods and services received by the Contractor as in-kind contributions from third parties for assistance to the Program.

### **34. Repayment of Ineligible Payments**

In the event HUD or the Grantee determines through investigations and/or monitoring that any payment or reimbursement to Contractor is ineligible or disallowed, the Contractor shall immediately and without delay fully reimburse Grantee. If HUD informs Grantee that it is required to refund moneys previously awarded or drawn down from the U.S. Treasury in reference to this agreement, as a result of Contractor's sole negligence, willful misconduct, or intentional fraud, the Contractor agrees to pay an equal amount to Grantee prior to the demand date of payback.

## ESTIMATED COSTS

## Appendix B

### Notes on billing with Resource Consultants:

- Resource Consultants will bill travel time at one-half of our hourly rate.
- Actual costs are billed for flight, rental cars, and hotel expenses.
- Meals, incidentals, and mileage are billed at GSA rates for the specific area.
- Resource Consultants invoices at net 30 days for payment. Please advise if your accounts payable runs differently so we can adjust our billing.
- Resource Consultants reserves the ability to adjust hours and expenses to meet the needs of the project. Not to exceed cost will not change.

Project Component	Resource/Time	Travel, Per Diem, Supplies & Expenses	Total Expense
Consolidated Plan	Elizabeth M Lauren M Admin/Project Assistant	70hrs @ \$120.00 100hrs @ \$80.00 40hrs @ \$70.00	\$22,950.00
2025-2026 Action Plan	Elizabeth M Lauren M	20hrs @ \$120.00 30hrs @ \$80.00	\$4,800.00
Fair Housing Plan	Elizabeth M Lauren M Admin/Project Assistant	70hrs @ \$120.00 80hrs @ \$80.00 40hrs @ \$70.00	\$21,350.00
PY 2025 CAPER (after first full year of CP is complete?)	Elizabeth M	Cost is difficult to determine. If the city has fewer activities completed the CAPER will be more straightforward. Billing will be at the hourly rate shown above	
<b>TOTAL</b>		<b>Not to Exceed</b>	<b>\$49,100.00</b>

Not to exceed cost does not include the CAPER task. CAPER will be billed at the hourly rates shown above. It is impossible to determine how extensive this task will be prior to full program review.

**CITY OF MINOT, NORTH DAKOTA**



Thomas Ross  
Mayor

ATTEST

By: Mikayla McWilliams

Mikayla McWilliams  
City Clerk

**RESOURCE CONSULTANTS, LLC**



Elizabeth McNannay, Executive Director