

NORTH CAROLINA
GUILFORD COUNTY

OPERATING AGREEMENT

THIS AGREEMENT is made as of May 16, 2022, by and between **Greensboro Housing Development Partnership, Inc.**, a nonprofit corporation organized under the laws of the State of North Carolina and qualified under Section 501(c)(3) of the Internal Revenue Code (GHDP), and the **City of Greensboro**, a municipality (City).

1. This term of this Agreement shall commence on July 1, 2022, and shall expire on June 30, 2023. Either party shall have the right to terminate this Agreement early without cause upon ninety (90) days prior written notice to the other party; provided that any such termination of the Agreement shall not affect any other contract then in effect between the parties hereto.
2. GHDP has a Board of Directors consisting of the City Manager of the City of Greensboro and the Executive Director of the Greensboro Housing Authority, or their designees; one director appointed by the Greensboro City Council; one director appointed by the Commissioners of the Greensboro Housing Authority; and six directors elected by the Board.
3. GHDP undertakes rehabilitation, new construction, and land development projects financed with Community Development and other public funds at the request of the City. Such projects shall be undertaken as agreed in separate contracts for each project.
4. The GHDP Board of Directors approves an administrative budget for each fiscal year and GHDP intends to fund such budget with fees from development activities. To the extent not covered by development fees or other revenues, the City agrees to reimburse GHDP for expenditures it may incur, including but not limited to attorney fees in connection with projects that GHDP undertakes at the request of the City.
5. GHDP currently maintains a bank account with *First Citizens Bank*. The selection of another bank for deposit of GHDP funds shall be subject to approval of the City's Finance Director, which approval shall not be unreasonably withheld. Any funds advanced by the City to such account, and all interest earned thereon, shall be held in trust for and on behalf of the City.
6. GHDP agrees, as a condition to receiving funds, to comply with the City's Policy for Awarding Funds and for Monitoring Agencies Receiving City Funds, attached hereto as **Exhibit A**. If the policy is not adhered to after receipt of funds, GHDP agrees to return all monies given to GHDP by the City.
7. GHDP shall receive in-kind staff support from the City. This includes administrative and financial oversight; preparation of agendas, budgets, agreements and other relevant documents; and implementation of development activities as directed by the Board.
8. For all non-federal funds, Contractor shall comply with the provisions of the Greensboro Minority and Women's Business Enterprise Program Plan ("M/WBE Program Plan") existing at the time of the contract, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

PART II- TERMS AND CONDITIONS FOR NON-FEDERALLY FUNDED CONTRACTS

The term "Contract" shall include "Contract" as that term is used in the Contract or Agreement to which this Part II is attached. The term "Contractor" shall include "Consultant" or "Vendor" as those terms are used in the Contract or Agreement to which this Part II is attached.

A. **Indemnification.** The Contractor does hereby agree to indemnify and save harmless the City, its officers, agents and employees, against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, losses or injuries of any kind, including environmental, which may arise from the sole negligence of Contractor, its agents or employees, or as a result of work performed pursuant to this contract.

B. **Non-Discrimination.** The Contractor shall not discriminate against any member of the public in the use of City facilities or in the delivery of City programs, services or activities on the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity.

C. **Iran Divestment Act Certification.** As of the date of this Contract, the Contractor certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58 and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.

D. **Divestment from Companies Boycotting Israel Certification.** As of the date of this Contract, the Contractor certifies that it is not listed on the Final Divestment and Do-Not-Contract List - Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List. All individuals signing this Contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.