



## REQUEST FOR BOARD ACTION

ITEM NO. 18.

**DATE OF MEETING:** August 19, 2013

**REQUESTED BY:** Judith Herring, Housing Authority Director

**SHORT TITLE:** Resolution Requesting the Pender County Board of County Commissioners, Acting as the Pender County Housing Authority Board, Approve Execution of a Sub-contract Arrangement with NC Quadel to Perform inspections for the NC Supportive Housing Program.

**BACKGROUND:** North Carolina Quadel Consulting Corporation (NC Quadel), a subsidiary of Quadel Consulting Corporation, is a corporation specializing in the management of affordable housing programs. NC Quadel is the contractor for North Carolina Department of Health and Human Services (NCHHS) to administer the NC Supportive Housing Program.

The NC Supportive Housing Program has adopted HUD's Housing Quality Standards, guidelines and forms as its inspection standard. NC Quadel requires inspection services to be performed by certified HQS inspectors in order to properly administer the NC Supportive Housing Program.

NC Quadel proposes to enter into a contract with the Pender County Housing Authority (PCHA) to provide inspection services in the Pender County area on a fee for service basis. PCHA has two certified HQS Inspectors on staff. Invoices for work performed would be submitted monthly in accordance with the contract.

The contract would provide a small amount of additional income to PCHA in addition to the Federal funding it currently receives. The contract is for one year and may be renewed.

**SPECIFIC ACTION REQUESTED:** Approve execution of the Subcontract Agreement for Inspection Services between the Pender County Housing Authority and North Carolina Quadel Consulting Corporation and authorizing the Pender County Housing Director, Judith Herring, and Pender County Housing Authority Board Chairman, George R. Brown, to execute the agreement on behalf of the Pender County Housing Authority.

**COUNTY MANAGER'S RECOMMENDATION**

Respectfully recommend approval.

  
Initial

**RESOLUTION**

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that:

the Board hereby approves execution of the Subcontract Agreement for Inspection Services between the Pender County Housing Authority and North Carolina Quadel Consulting Corporation and authorizing the Pender County Housing Director, Judith Herring, and Pender County Housing Authority Board Chairman, George R. Brown, to execute the agreement on behalf of the Pender County Housing Authority.

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS

YEA VOTES: Brown \_\_\_ McKoy \_\_\_ Tate \_\_\_ Ward \_\_\_ Williams \_\_\_

\_\_\_\_\_  
George R. Brown, Chairman      Date

\_\_\_\_\_  
ATTEST      Date

**SUBCONTRACT AGREEMENT FOR INSPECTION SERVICES**

This agreement ("Agreement"), effective the \_\_\_\_\_ day of \_\_\_\_\_ is between North Carolina Quadel Consulting Corporation ("NC Quadel" or "Contractor") and \_\_\_\_\_ ("Subcontractor") (collectively the "Parties" and individually a "Party").

**WHEREAS**, NC Quadel is administering the NC Supportive Housing Program pursuant to an agreement between its affiliate Quadel Consulting Corporation and the NC Dept of Health and Human Services and requires inspection services; and

**WHEREAS**, Subcontractor offers inspection services and desires to provide NC Quadel with such services;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

**1. GENERAL TERMS AND CONDITIONS**

1.1 General terms and conditions applicable to this Basic Ordering Agreement are set forth in Appendix A, attached hereto and incorporated by reference herein.

**2. STATEMENT OF WORK**

2.1 The General Statement of Work ("SOW") is set forth in Appendix B, attached hereto and incorporated herein by reference.

**3. ADDITIONAL TERMS & CONDITIONS**

**3.1 PRIME CONTRACT CLAUSES**

3.1.1 Subcontractor shall perform the services in accordance with the applicable prime contract clauses. Subcontractor's attention is specifically directed to the list of applicable prime contract clauses set forth in Appendix C, attached hereto and incorporated herein by reference.

**3.2 CONFLICT OF INTEREST / BUSINESS ETHICS**

3.2.1 Subcontractor warrants that to Subcontractor's knowledge neither its entering into this Agreement nor its performance of any Services hereunder will result in an actual or apparent conflict of interest on its part. Failure of Subcontractor to promptly disclose a conflict of interest shall constitute a material breach of this Agreement.

3.2.2 Subcontractor warrants that it has complied with all applicable laws and regulations relating to government contracts ethics compliance and employee codes of conduct. Failure of Subcontractor to promptly comply with these requirements shall constitute a material breach of this Agreement.

**4. TERM OF AGREEMENT**

4.1 The terms and conditions of this Agreement shall be in effect for a one (1) year period from \_\_\_\_\_ 2013 to \_\_\_\_\_ 2014, with a one year option to renew.

**5. COMPENSATION AND METHOD OF PAYMENT**

NC Quadel shall pay the Subcontractor for services to be rendered under this Contract in accordance with the following schedule of rates:

Initial and annual inspections	\$50 each
Special and Emergency inspections	\$40 each
Initial and annual re-inspection	\$30 each
No entry	\$20

Payments for the Subcontractor's work shall be made on a monthly basis, promptly (within 30 days) upon presentation of the Subcontractor's Invoice for services rendered to date.

## 6. INVOICES

- 6.1 Subcontractor shall submit monthly invoices by the third day of each month following the month in which the Services were performed. A sample invoice will be provided by NC Quadel. All invoices under this agreement shall be submitted in original to:

John Rowland, Managing Director  
NC Quadel  
One Copley Parkway, Suite 106  
Morrisville, NC 27506

- 6.2 Each invoice shall contain the following certification signed by an authorized representative of the Subcontractor:

"I hereby certify that, to the best of my knowledge and belief, all payments requested are correct, accurate, and complete, that payment therefore has not been received and that all amounts requested are for the appropriate purposes and in accordance with this Agreement."

- 6.3 Each monthly invoice shall contain the following essential data for each inspection:

- Type of inspection
- Date inspected and name of inspector
- Unit address
- Amount billed

## 7. [RESERVED].

## 8. DRUG-FREE WORKPLACE

- 8.1 The Subcontractor hereby agrees:

8.1.1 To make a good faith effort to provide and maintain during the Period of Performance a drug-free workplace, and that it will give written notice to Contractor within ten (10) days after receiving actual notice that an employee assigned to perform this work has been convicted of a criminal drug violation occurring in the Subcontractor's workplace;

8.1.2 That the failure of the Subcontractor to comply in good faith with the terms of sub paragraph 8.1.1 above, shall constitute a material breach of this Agreement and shall entitle NC Quadel to impose sanctions against the Subcontractor including, but not limited to, suspension of all payments (provided, however NC Quadel shall pay timely and faithfully all compensation due to the Subcontractor for Services that the Subcontractor performed prior to the effective date of such suspension), termination of this Agreement and/or prohibiting the Subcontractor from doing further business with Contractor for up to three (3) years.

## 9. NOTICE

- 9.1 Contractor's Project Manager, Jennifer O'Neil, is the only representative of Contractor who is authorized to approve changes in the services or approve any change to the payment terms or amounts. Such changes made by Subcontractor without written authorization by Contractor's Project Manager shall be performed at Subcontractor's sole risk and expense.

- 9.2 Contractor's Contract Manager for this Agreement is John Rowland, and he may be contacted at [jrowland@ncquadel.com](mailto:jrowland@ncquadel.com). Invoices and Deliverables shall be submitted to the

Contract Manager, and all questions concerning payment of invoices shall be referred to the Contract Manager.

- 9.3 Notice given by any party shall be in writing and shall be deemed given seven (7) business days after the date deposited with the United States Postal Service, postage prepaid, return receipt requested, with a commercial courier service for overnight delivery, or upon actual delivery to the other party at the address listed below:

**Contractor:**

NC Quadel  
c/o Karyl Dunson  
Quadel Consulting Corporation  
1200 G Street, Suite 700  
Washington, DC 20005

**Subcontractor:**

**10. EXECUTION & ENTIRE AGREEMENT**

This Subcontract may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute but one and the same instrument. Both parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms, and further agree that it is the entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

**IN WITNESS WHEREOF**, Subcontractor and Contractor have caused this Agreement, including Appendices A, B and C, to be executed by their duly authorized representatives as of the date first written above.

\_\_\_\_\_  
**FOR: CONTRACTOR**

\_\_\_\_\_  
**FOR: SUBCONTRACTOR**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name (Typed or Printed)**

\_\_\_\_\_  
**Name (Typed or Printed)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**