



ROWAN COUNTY COMMISSION AGENDA

February 6, 2023 - 3:00 PM

J. Newton Cohen, Sr. Room

J. Newton Cohen, Sr. Rowan County Administration Building

130 West Innes Street, Salisbury, NC 28144

Join from a PC, Mac, iPad, iPhone or Android device:

<https://bit.ly/rowanboc3pm>

Password: 028144

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Webinar ID: 975 6995 5631

Password: 028144

Call to Order

Invocation

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

Consider Approval of the Minutes

Board members are asked to voluntarily inform the Board if any matter on the agenda might present a conflict of interest or might require the member to be excused from voting.

1 Consider Approval of Consent Agenda

A. State Certification for ROAP Grant - Second Disbursement

B. Sole-Source CivicPlus Inc.

C. Sole-Source Microsoft Store

D. GRANT AGREEMENT: Approve Emergency Mgmt to accept EMPG grant funding

- E. [ROWAN PUBLIC LIBRARY] Approve request to apply to 2023 Margaret C. Woodson Foundation Grant
- F. [GRANT AGREEMENT] Request to execute grant documents for Rowan Wild from NCDNCR
- G. [Revised Grant Agreement] Revised Rural Economic Development Grant for Project "Agility Fuel Solutions, LLC/Project ACDC"
- H. Sole-Source Patterson Pope
- I. Satisfaction for CDBG-R Deed of Trust
- J. HDR Task Orders - Landfill V Project
- K. Extra Duty Pay for Detention Center for Rowan County Sheriff's Office
- L. Administrative Contract w/ Salisbury Community Development Corporation [2020-21]
- M. Fair Housing Plans
- N. HOME Contract w/ Salisbury Community Development Corporation [2021-22] and Funding Agreement w/ Concord
- O. Health Department New Position Request
- P. Sheriff's Office Position Reclassification Requests
- Q. Parks and Recreation Position Reclassification Request
- R. Emergency Services Position Reclassification Request
- S. Award Firearm Purchase - AmChar
- T. Sole-Source Coast 2 Coast Technologies, LLC
- U. County Manager Employment Contract
- V. Sole-Source Spatialest
- W. Contract with Patagonia Health Inc.
- X. Approve Landfill Phase V Construction Project to NJR Group - Contract
- Y. Agenda Addition - Robertson Foundation Grant
- Z. Agenda Addition - Woodson Grant Application
- AA. Agenda Addition - Award StRAP Grant Bid Proposal to W. Brown Construction
- AB. Agenda Addition - Approval to Execute Scope of Work for Directed Grant for RCCC

2 Reports

- A. Department of Social Services Annual Report

3 Public Comment Period

4 Board Appointments

5 Budget Amendments

6 Closed Session

- Closed Session

7 Adjournment

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Sarah Pack, Clerk to the Board
DATE: 2/6/23
SUBJECT: Consider Approval of the Minutes

Please consider approval of the following minutes:

1. January 17, 2023 Regular Meeting
2. January 23, 2023 Special Meeting

ATTACHMENTS:

Description	Upload Date	Type
January 17, 2023	1/25/2023	Cover Memo
January 23, 2023	1/25/2023	Cover Memo

Greg Edds, Chairman
Jim Greene, Vice- Chairman
Mike Caskey
Judy Klusman
Craig Pierce



Aaron Church, County Manager
Sarah Pack, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144
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MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

January 17, 2023 – 6:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

PRESENT:

Greg Edds, Chairman
Jim Greene, Vice-Chairman
Mike Caskey, Commissioner
Craig Pierce, Commissioner
Judy Klusman, Commissioner

County Manager Aaron Church, Clerk to the Board Sarah Pack, and Finance Director Anna Bumgarner were also present. County Attorney Jay Dees was absent.

Call to Order

Chairman Edds called the meeting to order at 6:00 p.m. Chaplain Michael Taylor provided the invocation. Chairman Edds lead the Pledge of Allegiance.

Consider Additions to the Agenda

Chairman Edds requested that the following items be added to the Agenda:

- Authorization of the publication of the County's intent to lease property at the Rowan County Landfill. (Consent Item O)
- Citizen request to use the parking lot at the West End Plaza during an event. (Consent Item P)
- Resolution Recognizing January 16, 2023, as Dr. Martin Luther King, Jr. Day in Rowan County. (Active Consent Item 2a)
- A deed and lien waiver that need to be approved for the sale of 3.744 acres (Lot 2, Summit Corporate Center) to Dkota Investments. (Consent Item Q)

Consider Deletions From the Agenda

Chairman Edds requested that Consent Item C, Consider Rules of Procedure for Public Comment Period, be removed from the agenda. A resolution was previously passed in 2007 addressing public comment rules of procedure.

Chairman Edds said Consent Agenda Item K, the Apple Lease Agreement Resolution, will be pulled from Consent and added to the Regular Agenda as Item 3a.

Consider Approval of the Agenda

On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve the agenda as amended.

Consider Approval of the Minutes

On motion of Klusman, seconded by Pierce, the Board voted 5-0 to approve the minutes of the January 3, 2023, meeting.

Consider Approval of the Consent Agenda

On motion of Pierce, seconded by Klusman, the Board voted 5-0 to approve the Consent Agenda as presented, as amended:

- A. Revision to Policy 6.6 Use of Comp-Time*
- B. Incentives For Detention Center Employees*
- C. ~~Consider Rules of Procedure for Public Comment Period~~ (removed from agenda)*
- D. Amendment Number 1 - Talbert, Bright & Ellington, Inc. Project No. 3708-1901*
- E. Wellpath - Change Order 22030*
- F. Accept Funding from Duke Energy Foundation for Emergency Services*
- G. Salisbury Rowan Community Foundation Grant for Artist Mural*
- H. Quarterly Lobbying Expense Report*
- I. Tax Refunds for Approval*
- J. Contribution-based Benefit Cap*
- K. ~~Apple Lease Agreement Resolution~~ (moved to Regular Agenda Item 3a)*
- L. Special Meeting for West End Plaza Approval for Financing and Construction Bids*
- M. Amendment to Agreement of Sale*
- N. Proclamation Recognizing Human Slavery and Human Trafficking Awareness, as follows:*

*PROCLAMATION RECOGNIZING JANUARY 2023 AS HUMAN
SLAVERY AND HUMAN TRAFFICKING AWARENESS MONTH IN
ROWAN COUNTY AND JANUARY 11, 2023, AS NATIONAL HUMAN
TRAFFICKING AWARENESS DAY*

WHEREAS, by Presidential proclamation, each annual January has been designated National Human Slavery and Human Trafficking Prevention month; and

WHEREAS, each year, the 11th day of January has been designated as National Human Trafficking Awareness Day; and

WHEREAS, the issues of sex trafficking and labor trafficking are a violation of fundamental human rights; and

WHEREAS, the County of Rowan wishes to acknowledge the following organizations for their work to combat human trafficking: Project Light Rowan, Family Crisis Council, and the Terrie Hess House Advocacy Center; and

WHEREAS, Rowan County supports the three pillars, "Protect, Prevent, Prosecute," that are included in the United Nations Global Plan of Action; and

WHEREAS, human trafficking is recognized as a national, state, and local issue.

NOW THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners, on behalf of the County employees and Citizens of Rowan County, do hereby recognize the month of January 2023 as "HUMAN SLAVERY AND HUMAN TRAFFICKING PREVENTION MONTH" in the County of Rowan and recognize January 11, 2023, as NATIONAL HUMAN TRAFFICKING AWARENESS DAY. We urge our fellow citizens to educate themselves to protect, prevent, and support the prosecution of human traffickers and bring an end to slavery and human trafficking.

- O. Authorize the publication of the public notice of the County's intent to lease property at the Rowan County Landfill*
- P. Approve Citizen Request for Use of the West End Plaza Parking Lot*
- Q. Approve the Deed and Lien Waiver for closing for Dkota Investments, Incorporated's purchase, and authorize the Chairman to sign these and any other documents related to the closing*

Active Consent – Item 2a

Resolution Recognizing January 16, 2023, as Dr. Martin Luther King, Jr. Day in Rowan County

Chairman Edds recognized new Rowan-Salisbury Schools Superintendent Kelly Withers who was present in the audience.

Public Comment Period

Sheriff Travis Allen, 232 North Main Street, Salisbury, gave an update on the Sheriff's Department. He addressed crime area complaints and explained the formation of an eight-person response team that has already been active. This is a local crime unit available to all citizens to address problem areas in the county. A mental health training policy is under development. All new hires will be required to take this training. He thanked the Board for recent reclassifications and gave a brief staffing update. The Detention Center is still recruiting. Sheriff Allen appreciates the relationships built between County departments.

Special Recognition – Active Consent Agenda Item 2a

Commissioner Klusman invited DeeDee Wright, a local civil rights leader with whom she served on the Social Services board, to join the Board in the front of the room. Commissioner Klusman read into record the Resolution Recognizing January 16, 2023, as Dr. Martin Luther King, Jr. Day in Rowan County and presented a copy to Ms. Wright. The Resolution was read as follows:

RESOLUTION RECOGNIZING JANUARY 16, 2023, AS DR. MARTIN LUTHER KING, JR. DAY IN ROWAN COUNTY

WHEREAS, the Reverend Dr. Martin Luther King, Jr. was the leading civil rights advocate of his time, spearheading the civil rights movement in the United States during the 1950s and 1960s, earning worldwide recognition as an eloquent and articulate spokesperson for equality; and

WHEREAS, Dr. Martin Luther King, Jr. devoted his life to advancing social justice, affirming human rights, and unifying the community, which continues to inspire millions of North Carolinians to help others in their communities; and

WHEREAS, in 1983, the United States Congress designated Dr. Martin Luther King, Jr.'s birthday as a Federal holiday, and in 1994, designated the holiday as a National Day of Service; and

WHEREAS, Rowan County residents are encouraged to volunteer during the Dr. Martin Luther King, Jr. Day of Service, and work together to build their communities into places of justice, peace, and equality; and

WHEREAS, recognizing Dr. Martin Luther King, Jr. Day allows us all to reflect on the ongoing need to embrace those principles essential to Dr. King's message: loving our neighbors, ending poverty, creating equitable economic opportunities, and taking nonviolent, direct action against hatred, racism, and oppression of any kind.

NOW, THEREFORE, BE IT RESOLVED THAT the Rowan County Board of Commissioners does hereby name January 16, 2023, as Dr. Martin Luther King, Jr. Day in Rowan County, and encourages all residents to celebrate Dr. King as a civil rights leader by honoring his life and legacy through the promotion of justice, peace, service, and community engagement.

Commissioner Klusman invited Ms. Wright to speak and said that she is a published author.

Ms. Wright described her personal connection to Dr. Martin Luther King, Jr. Day and her pride related to this special holiday. She showed a copy of her book "The (W)right Thing" to the Board and audience and read several comments featured in her book supporting her efforts in the civil rights movement.

Rowan County Working Agriculture Lands Presentation

Amy-Lynn Albertson, County Extension Director, introduced Kim Starnes, Chair of the Agricultural Advisory Board, and Ben Knox, member of the Agricultural Advisory Board and representative of the Soil and Water Board.

Mr. Starnes gave statistics regarding agriculture in Rowan County. The agriculture sector accounts for 13.8 percent of Rowan County's total employment, while agriculture and agribusiness have contributed \$82 million in income. All the photographs in Mr. Starnes' presentation showed local Rowan County farmers.

Mr. Knox showed a depiction of projected agricultural land conversion from 2016 to 2040 in a "Business as Usual" scenario throughout North Carolina, and a map of prime farmland by type in Rowan County. North Carolina is projected to lose 1.2 million acres of farmland by 2040, including 9,100 farms in North Carolina, equating to a \$1.25 billion dollar loss.

Mr. Starnes said from 2010 to 2021, the population in Rowan County has increased by 7.1 percent. As such, there is an increased demand for space, which impacts agricultural land. Currently in North Carolina, 64 counties have Farmland Protection Plans. Rowan County is one

of the five counties that has a plan under development. Thirty-one counties do not have any sort of Farmland Protection Plan.

Mr. Knox said a survey has been created to receive feedback from Rowan County non-farm residents, agricultural producers, and those involved in agricultural business. Fifty-seven percent of farmers said they lacked access to land to expand or diversify. The cost and availability of labor has also had a negative impact. The average age of Rowan County farmers is 59 years. Of the farmers surveyed, 63 percent indicated they didn't have a transition plan for their farm to transfer to a younger generation. Ninety-nine percent of those surveyed support local governments taking action to support farmers, and 95 percent support using government funds to do so.

Mr. Starnes said the plan needs to be evaluated annually to celebrate accomplishments and add new recommendations as needed. The recommendations are:

1. Support measures to protect and promote working forest and farmland in Rowan County.
2. Educate Landowners on the benefits of enrolling Conservation Easement Program to keep land available for agricultural use.
3. Expand Voluntary Agricultural District (VAD) and Enhanced Voluntary Agricultural District (EVAD) Programs.

There are 91 counties with Voluntary Agricultural Districts. Rowan County is one of 36 that has both VAD and EVAD programs. Mr. Starnes gave statistics regarding each.

Mr. Knox continued explaining the remaining recommendations.

4. Develop and construct programs to assist Rowan County farm and forest landowners with farm transition planning.
5. Promote appreciation and awareness of the benefits of agriculture to Rowan elected officials and citizens.
6. Expand and Support Youth Agricultural Educational Programs.

Mr. Knox explained various programs and training opportunities available to up-and-coming farmers. This plan is designed to serve as a guide. Agriculture is important to Rowan County.

Vice-Chairman Green asked Mr. Knox to give an example of the cost to plant a particular crop. Mr. Knox said corn costs roughly \$500 to \$600 an acre to plant. Soybeans are slightly cheaper at approximately \$450 per acre. Strawberries and tomatoes are bumper crops. The cost is closer to \$15,000 per acre to establish strawberries, and \$8,000 to \$10,000 for tomatoes. There is no guarantee on return.

Ms. Albertson handed out an updated version of the Plan and said funding for plan production came from a grant.

Commissioner Klusman asked how many farms are in the VAD. Ms. Albertson said as of the 2017 agriculture census there were 925, but there is a census going on right now. Ms. Albertson said the assumption is that more farms will be lost during this census. Commissioner

Klusman asked how many farms might be lost. Ms. Albertson said between the years 2012 and 2017, over 100 farms were lost.

There are no ordinance or zoning changes associated with this Plan. North Carolina is losing farmland at the second fastest rate in the country, with Union, Wake, and Johnston counties being the most impacted. Rowan County is in the Charlotte/Interstate-85 corridor and the land loss is spreading this direction.

Chairman Edds thanked Ms. Albertson and said the Board will work with Extension to find solutions and continue producing the Plan.

Item 3a – Apple Lease Resolution (Moved from Consent Agenda)

Chairman Edds said leases like this are frequently questioned. State statute requires that the Board of Commissioners (BOC) must approve commitments the school system takes on. The School Board votes and sends capital requests to the BOC for approval. Recently a meeting was held with administrative staff to discuss the Apple Lease. This is a three-year lease. There were questions regarding how the lease works. The word “lease” is slightly misleading; the school system owns these units after the lease term is up. The suggestion was made at the administrative meeting to meet with Apple representatives directly.

The School Board determines what equipment is needed and the BOC determines funding. The BOC’s main concern is whether a three-year lease is good for the county. Chairman Edds said a frequently asked question is “why are new units needed if existing units are in good repair?” The community wants to know if this is a good financial decision.

Superintendent Kelly Withers said devices are a key tool, but they are one of many. Teachers are the most valuable resource. People have asked why devices are needed. Besides operational uses, devices are meant to redefine learning. They allow for connectivity and access to real world resources and allow students to design authentic products. Devices in schools provide access, creation, and connection.

Chairman Edds asked why units would be replaced if they were in good shape, and how a three-year life is determined. Apple representatives previously said the units could likely be in service another year without major issues. Chairman Edds said there are three issues to address:

1. At the end of this year, the school system will sell all units. The residual will greatly reduce a year from now.
2. Built into the new lease rate is zero percent financing. This will likely not be the case next year.
3. If device usage is extended another year, the Applecare warranty is lost, meaning the County would assume maintenance responsibility. Based on statistics, the County’s share of repairs and replacements outside of warranty would equal roughly \$1 million. The sell off residual will be about \$3.3 million. In the past, the units were sold for over \$4 million. However, there were a tremendous number of MacBooks for grades nine through twelve which are more expensive than iPads. The contract price was \$13.8 million, which dropped to \$12.7 million,

then to \$11.5 million (3 years ago). 3 years ago, Macbooks were removed and replaced with iPads. The equipment inventory is different this time.

The cost is \$11.5 million. The residual buyback is \$3.3 million. The total cost of the contract would be \$8.2 million. If the current contract were extended, the buyback would drop by \$1 million, costing the County an additional million. The interest rate would increase, equaling an estimated \$1.3 million in interest over the term. There would be a \$1 million cost in maintenance, costing the county \$11.5 million. It is cheaper to sign a new lease. The net cost now is \$8.2 million but would rise to \$11.5 million if we wait a year. To extend Applecare would cost \$760,000.

Chairman Edds commended Randy Cress, Chief Information Officer and Assistant County Manager, for his work with the school system and Apple on this issue.

On motion of Edds, seconded by Pierce, the Board voted 5-0 to approve the Apple Resolution as follows:

*RESOLUTION TO ENTER INTO CONTRACT TO PURCHASE COMPUTER
HARDWARE, SOFTWARE, AND RELATED EQUIPMENT FOR PUBLIC
SCHOOL PURPOSES*

WHEREAS, the Rowan-Salisbury Board of Education wishes to enter into a continuing contract for capital outlay under N.C. Gen. Stat. § 115C-528 with Apple, Inc. for the purchase of certain computer hardware, software, and related equipment to be used for public school purposes; and

WHEREAS, the contract will require the Board of Education to pay Apple, Inc., up to \$11,503,367.76 over 2023-24, 2024-25, 2025-26, and 2026-27 fiscal years; and

WHEREAS, the Board of Education will pay Apple in approximate installments of \$1,643,338.26 in the 2023-24 fiscal year, \$3,286,676.50 in the 2024-25 fiscal year, \$3,286,676.50 in the 2025-26 fiscal year, and \$3,286,676.50 in the 2026-27 fiscal year; and

WHEREAS, the contract may be a continuing contract for capital outlay subject to the provisions of N.C. Gen. Stat. §§ 115C-441(c1) and 115C-528, including the approval of the Rowan County Board of Commissioners.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Rowan County Board of Commissioners agrees to appropriate sufficient funds to the Rowan-Salisbury Board of Education in ensuing fiscal years to meet the Apple, Inc. contract obligations, so long as the amount the Board of Education shall be obligated to pay under that contract shall be generally equal to the amounts noted above. Said funds shall be a part of, and not in addition to, regular appropriations made to the Board of Education. Said funds obligated by this contract for fiscal years 2023-24, 2024-25, 2025-26, and 2026-27 shall be budgeted by the Board of Education for this purpose, and the Rowan County Board of Commissioners shall not be obligated to increase its annual appropriation to the Board of Education by the amount due under this contract with Apple, Inc.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to move Regular Agenda Item 11, the Rowan County Tourism Wayfinding Signage for American Rescue Plan Act Funding Request, to be presented next.

Rowan County Tourism Wayfinding Signage for American Rescue Plan Act (ARPA) Funding Request

James Meachum, Rowan County Tourism Executive Director, said this proposal aligns with American Rescue Plan Act (ARPA). Should the Board choose to approve this proposal, the Grant Administrator's evaluation shows that such funding would be available and allowable under the Revenue Replacement category of ARPA funding. Past ARPA funding allocated specifically to Rowan County Tourism was vital in replacing lost tourism revenues, retiring funding obligations for the Farmers Market and providing for a COVID pandemic grant program for lodging and arts organizations who sustained significant fiscal losses from the pandemic. The resources approved by the Board of Commissioners are a testament to the County's leadership.

Rowan County Tourism respectfully requests additional ARPA funds for the growth and expansion of infrastructure that benefits all Rowan County municipalities, sites, businesses, and the community at large. Additional ARPA funds would be utilized to support the development and implementation of community and tourism infrastructure in the form of a uniform and countywide directional wayfinding signage system.

The pandemic amplified the community's need for branded and recognizable directional support for its residents and visitors as they travel to key sites in Rowan County. These sites include, but are not limited to, public institutions, government facilities, municipalities, parks, recreation, outdoor, culture, historical, and agricultural sites. Wayfinding signage serves as a resource by supporting movement to and from community sites by travelers, while providing a regular and consistent welcoming message.

Signage benefits also include:

1. Location Association – While a resident or visitor is following a path to a particular destination for the first time, they are more likely to stay the course when accompanied with clear and identifiable signage. Each sign gives them vital, location-based information to help increase their knowledge about the area while also prompting opportunities to either extend their stay or return for future visits.
2. Community Branding – Brand recognition is one of the highest values attributed to wayfinding signage. A community's brand creates a solid impression that is visually identifiable and amplified regularly through wayfinding signage. Wayfinding further supports quality of life in communities by presenting the community as a welcoming place. Wayfinding signs tell each visitor and resident they are welcome. Due to the wayfinding function, departments of transportation allow for such signs to be placed within their right of way. This amount of brand positioning would be impossible otherwise and is a benefit to a community seeking to support residents, visitors, and businesses.

3. Safety Enhancements – Wayfinding provides safety enhancements for motorists and pedestrians. When a community has an organized wayfinding system, it is an additional guide for motorists and visitors heading to their destination and decreases the need to utilize distracting devices. These important wayfinding projects have been developed and integrated into the Manual on Uniform Traffic Control Devices (MUTCD), which is utilized by the North Carolina Department of Transportation (DOT).
4. Decrease Sign Clutter – A community-wide wayfinding signage system allows for consolidation of existing individual DOT signs to a more uniform system featuring multiple location points per sign. For example, a road may currently exhibit three DOT signs: for a courthouse, a library, and a park. The three individual signs would be removed and replaced with one community specific wayfinding sign that lists all three locations. This eliminates three signs and adds one new sign for a net reduction of two signs.
5. Visibility and Improved Access to Impacted Industries and Community Infrastructure.

This system proposes 93 total signs throughout the county, including 97 mentions of impacted industry, 73 mentions of government services/schools/public health facilities, 76 mentions of outdoor spaces and public facilities, and 15 Gateway signs welcoming drivers to individual communities and municipalities. Mr. Meachum showed design examples of various signs.

In seeking to further partner on community and economic development, Rowan County Tourism requested \$500,000 in ARPA funds for fiscal year 2022-23. These funds would be dedicated for Rowan Tourism to produce and install a uniform, countywide wayfinding signage system for Rowan County and its municipalities. Rowan County Tourism would provide the remaining \$34,100 needed to complete the project, for a total investment of \$534,100.

A draft wayfinding signage system is currently under staff review at the Tourism Office. The system designer has mapped out the county and developed a complete system. Following approval of ARPA funding and completion of tourism staff review, Rowan Tourism will present to county staff for input and consideration. After staff reviews are complete, the system would be presented to each municipality, and finally to the Board of Commissioners for consideration and request for adoption. Upon adoption by the Board of Commissioners, the system would then be submitted to DOT for review and approval. All municipality meetings, staff reviews, and presentation to Commissioners have a target completion by early 2023.

Completing this one-time community and tourism infrastructure project will better position visitors and residents of Rowan County to safely travel and explore the community's public sites, while fostering greater community and economic development opportunities. The project will directly support continued recovery and growth in the local tourism industry, while enhancing the community through greater location association, branding, development, and safety. Lastly, it will continue to position Rowan County as a destination that welcomes both its current and future residents, visitors, and businesses.

Vice-Chairman Greene clarified that the proposed number of signs would cover the entire county. Mr. Meachum said yes. Vice-Chairman Greene asked if municipalities had been consulted regarding the number of signs in their communities and Mr. Meachum said yes. After consulting municipalities and the County, the package would be presented to the DOT.

Commissioner Klusman asked if municipalities will be contributing funding. Mr. Meachum said the request is for ARPA funding. Ms. Bumgarner said that this project can be funded with available ARPA funding.

On motion of Pierce seconded by Greene, the Board voted 5-0 to approve a reimbursement, up to \$500,000, of allowable expenses based on the agreement between Rowan County and the Tourism Development Authority and to approve the associated budget amendment.

Zoning Text Amendment (ZTA) 04-22

Aaron Poplin, Planning Technician, said ZTA 04-22 is a text amendment proposed by Planning Staff to add provisions to the Subdivision and Zoning Ordinances to allow for "Density Averaging." This hearing was recessed from the December 5, 2022, meeting.

Density Averaging (DA) is a process that allows for two non-contiguous properties to be treated as a single contiguous property for the purposes of compliance with the local water supply watershed program. DA is only allowed for non-residential development. Local governments are required to allow DA.

When two parcels are involved with DA, the "Donating Property" gives up its development rights and must remain in a natural or vegetative state in perpetuity. The "Receiving Property" is allowed to use the acreage of the Donating Property when calculating the total amount of built-upon area allowed for the development. The overall project density must meet the requirements of the Watershed.

Mr. Poplin gave an example of a density averaging situation.

Mr. Poplin explained the proposed amendments, as follows:

1. 21-4 Definitions
 - Definitions were added for Density Averaging, Donating Property, and Receiving Property.
2. 21-33 Overlay Districts
 - Added a new section 21-33(2)(f)(4).
 - Lays out purpose and intent along with the eligibility requirements to use Density Averaging.
3. 21-311 Board of Commissioners
 - Establishes the Board of Commissioners as the Watershed Review Board.
4. 21-318 Density Averaging Permit Application
 - Establishes a new section of the Zoning Ordinance sec 21-318.
 - Lays out the process for applying for a Density Averaging Permit.
5. 22-59 Certifications and notations on plats

- Adds a new certificate that will need to be on all final plats with a Donating or Receiving Property.

The Planning Board adopted a Statement of Consistency and Reasonableness stating that ZTA 04-22 is reasonable, appropriate, and necessary to meet the development needs of Rowan County not previously envisioned by the East and West Area Land Use Plans. Furthermore, the adoption of ZTA 04-22 is deemed an amendment to the East and West Area Land Use Plans. This text amendment will allow for the flexibility of applying impervious limitations across multiple parcels and reflects North Carolina Senate Bill 249 which became North Carolina General Statute § 143-214.5 as adjusted to exceed state requirements in keeping with the Rowan County Watershed Program.

Mr. Poplin said Density Averaging is mandated by General Statute §143-214.5. Without specific adopted standards the County would need to follow the state required minimums.

Chairman Edds said the County is required to have a Density Averaging policy. There is not currently one in place.

This text amendment has a few standards that exceed the state minimums. These higher standards are proposed to help the County stay in compliance with the Water Supply Watershed program. It is important to consider that Donating Properties must remain in an undeveloped state in perpetuity. Density Averaging standards and Land Use Plan recommendations should take that fact into account. Mr. Poplin again reviewed the proposed amendments.

Chairman Edds asked Mr. Poplin to explain the standards that exceed State minimums. Mr. Poplin pointed out the third eligibility requirement, that the donating property must be its own tract of land. This makes the chain of title easier to track in County systems. Another example is certain areas that are not eligible for density averaging as donating land.

Public Hearing

At 7:17 p.m., Chairman Edds opened the Public Hearing.

Jay Wallace, 5506 Mooresville Road, Salisbury, said he understands the mandate but has two concerns. The receiving property doesn't seem to have a system of checks and balances. The site engineer (SE) is paid by the applicant to make a situation work. The SE may not be concerned about the surrounding property. The SE needs to also consider surrounding property. With the quasi-judicial system, there is no "out." The Board's hands are figuratively tied. This will kill small business and turn Rowan County in a pay-to-play area. This is influencing the loss of farms.

Larry Bell, 970 Briggs Road, Salisbury, said this request goes back to a property on Briggs Road and the related watershed district. This all boils down to building a Dollar General on Briggs Road.

At 7:21 p.m. Chairman Edds closed the Public Hearing after hearing no further comments.

Chairman Edds said the Dollar General is not asking to be pulled out of the watershed. These issues appear to be connected but they are not.

Mr. Poplin said the density averaging issue was brought about with other counties facing situations with density averaging, and Rowan County wanted to get ahead of the curve.

Chairman Edds asked if the County doesn't approve this amendment, can people still exercise their rights to density averaging under state law? Mr. Poplin said that is correct. There would simply be no County standard.

This issue is unrelated to current county events. Chairman Edds said the County wants to have a say in the density averaging issue. This is not to help any specific case.

Mr. Poplin said there have been no requests to use density averaging at this point.

Chairman Edds asked Mr. Wallace to reiterate the issues he had.

Mr. Wallace said the receiving property has no checks and balances other than the site engineer. Chairman Edds asked Mr. Poplin to address this concern.

Mr. Poplin said Sections 9 and 10 of Eligibility address this concern. Chairman Edds said evidence could be brought to the board to support a decision.

Mr. Wallace said he wants to make sure there's an "out" for the County in the future.

Craig Powers, County Engineer, made a comment via Zoom video conferencing software that there might could be detention requirements. Other jurisdictions have required receiving properties to meet detention requirements. This can be solved interdepartmentally at the staff level.

Shane Stewart, Assistant Planning Director, said there are evaluation criteria for each application. There are differences between state stormwater requirements and increasing density. Applicants must address concerns of the public and the Board.

Chairman Edds asked if Mr. Powers' suggestion should be incorporated. Mr. Stewart said he would hesitate building in such a requirement since we were trying to satisfy a state mandate.

Mr. Powers said he would agree that a requirement shouldn't be incorporated just yet.

Mr. Stewart said Planning will lean on Mr. Powers for support.

On motion of Edds, seconded by Pierce, the Board voted 5-0 to approve a Statement of Consistency and Reasonableness that ZTA 04-22 is reasonable, appropriate and necessary to meet the development needs of Rowan County not previously envisioned by the East and West Area Land Use Plans. Furthermore, the adoption of ZTA 04-22 is deemed an amendment to the East and West Area Land Use Plans. This text amendment will allow for the flexibility of

applying impervious limitations across multiple parcels and reflects North Carolina Senate Bill 249 which became North Carolina General Statute § 143-214.5 as adjusted to exceed state requirements in keeping with the Rowan County Watershed Program.

On motion of Edds, seconded by Pierce, the Board voted 5-0 to approve Zoning Text Amendment 04-22 as presented.

Road Name Assignments

Pamela Ealey, Planning Technician, said the following road name changes have been submitted to the Rowan County Planning Department and are presented for approval by the Board of Commissioners. As required by North Carolina General Statute §153A-239.1, a public hearing will be held to consider and receive comment for the following road name requests:

1. Currently Known As: N/A
Proposed Name: Makers Way
Location: driveway that connects to State Road (SR) 2128 Walton Road in the 300 block
Property Owners: John & Tiffaney Reiszal, Paul & Delane Reiszal, Steven & Kim Reiszal
Reason for Change: 3 single family dwellings will share this driveway and therefore it must be named.
2. Currently Known As: N/A
Proposed Name: Jet Ski Trail [Staff suggested; Property Owner did not respond]
Location: driveway that connects to Marsh Campsite Rd in the 200 block and then connects to SR 2168 Goodman Lake Road in the 6600 block
Property Owners: Crane Point, LLC
Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.
3. Currently Known As: N/A
Proposed Name: Hammock Trail [Staff suggested; Property Owner did not respond]
Location: driveway that connects to Marsh Campsite Rd in the 100 block and then connects to SR 2168 Goodman Lake Road in the 6600 block
Property Owners: Crane Point, LLC
Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

Chairman Edds asked if people at Crane Point will be notified of any changes if approved and Ms. Ealey said yes.

Public Hearing

At 7:36 p.m., Chairman Edds opened the Public Hearing.

Jim Shepherd, 520 Persimmon Cove Road, said his mother owns land affected by the road name changes and pointed out the roads on a map. Many campsites were missed on the map.

Chairman Edds asked if Mr. Shepherd would be affected by the name change. Mr. Shepherd said yes. Chairman Edds asked how Mr. Shepherd felt about the names. Mr. Shepherd said “Jet Ski” is a term trademarked by the Kawasaki company.

Chairman Edds asked if Mr. Shepherd could work with Planning on acceptable names. Mr. Shepherd said he has not received contact from the Planning Department regarding names.

Chairman Edds said the Planning Department has contacted the property owner, which is Mr. Shepherd’s mother.

Mr. Shepherd asked where the signs and numbers will come from to renumber campsites. Chairman Edds asked if the sites have been renumbered by Emergency Communications. Mr. Shepherd said he has been through this situation before. Ms. Ealey said this comes from State ordinances and from a safety perspective. Staff visited the site with a mobile geographic information system mapper to map plot points for each site. Mr. Shepherd said some campsites are empty so mappers may have missed sites. Mr. Stewart said staff may not have been allowed to physically visit every site.

Hearing no additional comments, Chairman Edds closed the Public Hearing closed at 7:43 p.m. Decisions on the proposed Hammock Trail and Jet Ski Trail will be tabled in order give Mr. Shepherd an opportunity to work with the Planning Department regarding names.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve the petition for Makers Way as submitted.

Historic Landmark Commission 03-22

Aaron Poplin said the Rowan County Historic Landmarks Commission (HLC) received an application from Jack S. Kepley, Jr. and William K. Kepley to establish the Kesler Newsom Kepley Farmhouse as a Rowan County historic landmark. The Kesler Newsom Kepley Farmhouse is located at 7255 Bringle Ferry Road, further referenced as Rowan County Tax Parcel 643-145. The applicant wishes to designate the exterior of the house along with the 1.57 acres it sits on.

Mr. Poplin gave a history of the home and property. The HLC wishes to recognize the Kesler Newsom Kepley Farmhouse because it is locally significant under the category of architecture. The architectural significance of the Kesler Newsom Kepley Farmhouse derives from for being one of the few remaining wood-frame farmhouses from the nineteenth century in rural eastern Rowan County and for being a well-preserved example of Queen Anne Victorian style in a rural setting. The property is also significant culturally due to it being the home of two well-known and distinguished Rowan County citizens, Tobias Kesler and Jack Simpson Kepley Sr.

Mr. Poplin showed elevation photographs of the house and gave a summary of additions and alterations to the property. The first was made in 1883. Two subsequent renovations were completed in the first half of the twentieth century. Another alteration and addition were completed in the 1970s. The most recent update was in 1985.

Based on these comments the HLC recommends approval of the Kesler Newsom Kepley Farmhouse as a Rowan County Historic Landmark. After reviewing the application, an on-site investigation of the property, and extensive research, the HLC deems the Kesler Newsom Kepley Farmhouse to be of special significance in terms of its historical and cultural importance, and to possess integrity of design, setting, workmanship, materials, and character.

On December 13, 2022, the HLC conducted a courtesy hearing to receive comments regarding the Kesler Newsom Kepley Farmhouse designation. No one spoke in opposition to the designation. On a vote of 3-0, the HLC recommended landmark designation for the exterior of Kesler Newsom Kepley Farmhouse. Mr. Poplin reviewed the Designation Report.

Public Hearing

At 7:51 p.m., Chairman Edds opened the Public Hearing and closed it after no one wished to speak.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve HLC 03-22 and the associated Ordinance Designating the Kesler Newsom Kepley Farm Hall House, and Adjoining 1.57 acres in the Jurisdiction of Rowan County, North Carolina, as a Local Historic Landmark, as follows:

AN ORDINANCE DESIGNATING THE KESLER NEWSOM KEPLEY FARM HALL HOUSE, AND ADJOINING 1.57 ACRES IN THE JURISDICTION OF ROWAN COUNTY, NORTH CAROLINA AS A LOCAL HISTORIC LANDMARK

WHEREAS, the Rowan County Historic Landmarks Commission has made an investigation and recommends the following property be designated a historic landmark; and

WHEREAS, the North Carolina Department of Cultural Resources has made a determination that the following property is eligible to be designated a historic landmark; and

WHEREAS, on the 17th day of January, 2023 a public hearing was held in the J. Newton Cohen, Sr. Room, in the J. Newton Cohen, Sr. Building, Salisbury, NC, by the Rowan County Board of Commissioners to determine whether the Kesler Newsom Kepley Farmhouse should be designated as a local historic landmark; and

WHEREAS, all the prerequisites to the adoption of this ordinance as prescribed in Part 3C, Article 19, Chapter 160A of the North Carolina General Statutes have been met; and

WHEREAS, the Kesler Newsom Kepley Farmhouse is believed to be one of the few examples of a nineteenth century Queen Anne farmhouses in Rowan County; and

WHEREAS, construction of the Kesler Newsom Kepley Farmhouse began circa 1844; and

WHEREAS, the Kesler Newsom Kepley Farmhouse was the home of two influential citizens of Rowan County, Tobias Kesler and Jack Simpson Kepley Sr; and

WHEREAS, the Kesler Newsom Kepley Farmhouse and adjoining 1.57 acres are an important historic resource worthy of preservation,

NOW, THEREFORE, BE IT ORDAINED BY THE ROWAN COUNTY BOARD OF COMMISSIONERS THAT:

1. The Kesler Newsom Kepley Farmhouse and adjoining 1.57 acres at 7255 Bringle Ferry Rd. in the County of Rowan is hereby designated as a Local Historic Landmark pursuant to Part 3C, Article 19, Chapter 160A of the North Carolina General Statutes. This property is presently owned by The estate of Jack Simpson Kepley and wife Grace K Kepley and is further identified as part of Rowan County tax parcel 643 145.

2. The significant features of the building's exterior located on said property may not be moved, demolished, materially altered, restored or removed without a Certificate of Appropriateness being issued by the Historic Landmark Commission of Rowan County. Any application for the demolition of this building shall require the waiting period set forth in the Historic Landmarks Ordinance.

3. Nothing in this ordinance shall be construed to prevent the ordinary maintenance or repair of any architectural feature in or on the said building and property that does not involve a change in design, material or outer appearance thereof, nor to prevent the construction, reconstruction, alteration, restoration, demolition or removal of any such feature when a Rowan County building inspector or similar official certifies to the Historic Landmarks Commission that such action is required for the public safety because of an unsafe or dangerous condition. Nothing herein shall be construed to prevent the property owner from making any use of this property not prohibited by other statutes, ordinances or regulations.

4. A suitable sign or plaque shall be posted indicating the property has been designated as a local historic landmark and containing any other appropriate information. If the owner consents, the sign or plaque shall be placed upon the building or property. If the owner objects, the sign or plaque shall be placed on nearby public right-of-way.

5. The owner and occupants of the building known as the Kesler Newsom Kepley Farmhouse shall be given notice of this ordinance as required by applicable law and copies of this ordinance shall be filed and indexed in the offices of the Rowan County Register of Deeds, the County's Chief Building Inspector and the Rowan County Tax Supervisor as required by applicable law.

6. Rowan County Ad Valorem Tax Implications: Taxpayer shall be eligible for tax treatment and assessment according to NCGS 105-278 for only that portion of the total property subject of this ordinance and designation as a Historic Landmark that is not currently assessed at present use value pursuant to NCGS 105-277.2 et seq.

Zoning Text Amendment 05-22: Special Non-Residential Intensity Allocation Designation Process and Land Use Plan Recommendations

Shane Stewart, Assistant Planning Director, said there is no requirement to amend this ordinance. Requests for a Special Non-Residential Intensity Allocation (SNIA) is a current process whereby the Board of Commissioners (BOC) can identify up to ten percent of the acreage within each watershed area, not including the critical area, and allow up to seventy percent impervious coverage. Current standards for review are minimal and do not include a public process.

Mr. Stewart explained the current SNIA permit process. Planning staff propose a series of changes to section 21-33(2) of the Zoning Ordinance pertaining to the Water Supply Watershed Overlay (WSO) district:

- Revised density and built-upon limits table [section (sec.) 21-33(2)(d)] – This single table contain the density options by type: low density, density averaging, high density, and SNIA.
- Options to obtain density compliance [sec. 21-33(2)(f)] – Each density option is identified by review type. SNIA requests are proposed to be reviewed as a conditional district (rezoning) instead of an “administrative” review by the Board of Commissioners.
- SNIA review process [sec. 21-33(2)(f)(2)] – This section includes a purpose statement, eligibility, and process for previously approved requests and minor changes.
- Land use plan recommendations – General recommendations including maximum acreage of removal by parcel.

Mr. Poplin explained changes in the watershed areas and its relation to the policy shift. He gave a summary of the recommended changes:

- Review Process: Change from “administrative” review to Conditional Zoning (Rezoning).
- Purpose Statement: Advance public interest – tax base/employment, public or semi-public use, or other benefits determined by the BOC.
- Eligibility: No change but land use plan recommendations to consider.
- Previously Approved SNIAs: Staff review only.
- Minor change after 2022: Additional built-upon area (BUA) but less than maximum density and reduction in building size not to exceed greater than 5,000 or 25%.

Mr. Stewart said prior to amending the Zoning Ordinance on January 17, 2023, SNIA requests were considered by the Board of Commissioners through an “administrative” review process perceived as “first come, first served.” The county recognized a need for appropriate ordinance standards, land use plan guidance, and a legislative hearing process to evaluate allocation requests for use of this density “resource.” SNIA designation provides a substantial benefit to property owners and developers within Water Supply Watershed Overlay (WSO) areas through significantly increased built-upon area allowances for non-residential use. The following recommendations are intended as guiding principles for both a prospective applicant requesting a SNIA and the Planning Board/Board of Commissioners for evaluating a request. Non-compliance with a single criterion should not be interpreted as “in opposition” to the land use plan, rather the collective plan guidance should be applied. Development not recommended to receive SNIA designation based on the guidance herein should consider other options for density compliance identified in the Zoning Ordinance.

Mr. Stewart said in one instance, a property owner who can only develop 12% of their land will simply buy more contiguous land which will allow for more development. Due to the available acreage difference for SNIA allocation and anticipated development pressure within each watershed area, the following table denotes a general recommendation for the maximum acreage removal for an SNIA request on a single parcel:

Water Supply (WS) Classification	Watershed Name	Removal Acreage
WS-II BW	Back Creek/Sloans Creek	3 Acre
WS-II BW	Coddle Creek	2 Acre
WS-II BW	Dutch Buffalo Creek	2 Acre
WS-II BW	North Branch	1 Acre
WS-III BW	Irish Buffalo Creek	1 Acre
WS-IV PA	Coldwater Creek	1 Acre
WS-IV PA	Flat Rock Branch	1 Acre
WS-IV PA	South Yadkin River	3 Acre
WS-IV PA	Tuckertown Reservoir	5 Acre
WS-IV PA	Yadkin River	5 Acre

PA = Protected Area

BW = Balance of Watershed

Developments that propose an increase in tax base and/or job creation reasonably proportionate to the requested acreage are generally encouraged. Requests that will remove a significant acreage in either A or B below are not encouraged:

- a) Propose use of a small percentage over the low-density limit (example: 20 percent proposed built-upon area in a 12 percent WSII-BW) for an undeveloped parcel.
- b) Propose a small built-upon area expansion to a parcel developed prior to WSO designation where the expansion will exceed the low-density option causing a disproportionate amount of acreage being removed (example: removing a 3-acre parcel to permit a 2,000 square foot building expansion).

Requests that meet either a) or b) should consider reducing the proposed built-upon area or other site plan detail changes to comply with low density standards; use gravel not considered “built-upon area” by definition (when appropriate). Allocations to Rural Home Occupations (RHO) are generally not preferred. Applications on properties used for a public purpose, semi-public use (example: churches, civic organizations, etc.), and small-scale utility equipment sites referenced in 21-277(b) are generally encouraged but the merits will be evaluated on an individual basis. Comply with all other land use plan recommendations for the proposed use and specific area.

When considering a request, any identified capital improvement plan/potential need on public property within the watershed area, which may warrant SNIA designation, should be noted and set aside for future allocation needs. Consider each request in comparison with undeveloped commercial or industrial zoned acreage, which may be conducive to a future SNIA request.

Mr. Poplin said for areas west of I-85 allocations within Community/Regional nodes within WS-II areas are encouraged and may exceed the general recommendation for maximum acreage for removal assuming the use complies with all other plan recommendations. Designations within existing Commercial/Industrial Parks within a WS II area established prior to 2022 are encouraged.

For areas east of I-85, allocations within Community nodes are encouraged and may exceed the general recommendation for maximum acreage for removal assuming the use complies with all other plan recommendations. Requests that support retail/service needs for High Rock Lake may exceed the general recommendation for maximum acreage for removal assuming the use complies with all other plan recommendations.

Public Hearing

At 8:07 p.m., Chairman Edds opened the Public Hearing and closed it after no one wished to speak.

On motion of Edds, seconded by Pierce, the Board voted 5-0 to approve a Statement of Consistency and Reasonableness that ZTA 05-22 is reasonable, appropriate, and necessary to meet the development needs of Rowan County not previously envisioned by the East and West Area Land Use Plans. Furthermore, the adoption of ZTA 05-22 is deemed an amendment to the East and West Area Land Use Plans. The requirement that SNIA permits be submitted and approved as conditional districts is a more appropriate method to evaluate the SNIA request; the application will be legislative and not quasi-judicial, allowing easier input by the public and review by the Planning Board; and it defines criteria to be considered while reviewing the SNIA request.

On motion of Pierce, seconded by Klusman, the Board voted 5-0 to approve Zoning Text Amendment 05-22 as presented.

Financial Statements

Finance Director Anna Bumgarner showed graphs of current expenditures and revenues. She showed a graph of cumulative current year property tax collections and the monthly sales tax comparisons through September. Sales tax numbers are slightly behind. She also showed a graph of annual cumulative sales tax.

Ms. Bumgarner said on September 19, 2022, the Rowan County Board of Commissioners adopted an Investment Policy for Rowan County that includes providing a quarterly investment report to the Board. Per the policy this report shall summarize the investment activities in the most recent quarter and comment on anticipated investments in the next quarter. Since this is the first report provided to the Board, Ms. Bumgarner gave an overview of activities going back to July 1, 2022.

The County has decided to be conservative in the purchase of investments and at this time will no longer be investing in commercial paper. Currently the County has 50 percent invested in Treasury Bill, Notes or Government Agencies, 46 percent of its total portfolio in North Carolina Capital Management Trust (NCCMT) and the remaining four percent in money market

instruments. With the change in the market the County's investment portfolio has improved for the quarter ended December 31, 2022, 88 basis points higher than June 30, 2022. Year to date interest earnings of \$1,149,912 as rates continued to increase. Finance has mainly invested in shorter terms as the interest rates have been better in the 6 to 12-month range. In June 2022, the County was receiving rates around two and one half percent, and as of December those rates rose to four and six tenths percent.

Ms. Bumgarner reviewed the total portfolio as of December 31, 2022. NCCMT has a short-term focus in its portfolio, and as such the NCCMT yield leads Treasury and Agency issues when rates are rising and lags when rates are falling.

Chairman Edds explained how the portfolio factors into County financials.

Budget Amendments

Finance Director Anna Bumgarner presented the budget amendments, as follows:

<i>Cooperative Extension</i>	<i>To recognize Salisbury Rowan Community Foundation Grant – Project Butterfly</i>	<i>\$7,000</i>
<i>Animal Services</i>	<i>To move funds from General Government to cover Animal Services repairs</i>	<i>\$5,500</i>
<i>Emergency Services</i>	<i>To recognize Duke Energy Foundation Grant for Emergency Preparedness</i>	<i>\$25,000</i>
<i>Soil and Water</i>	<i>To recognize Conservation Easement Funding from North Carolina Department of Agriculture ADFP trust fund</i>	<i>\$239,621</i>
<i>Finance</i>	<i>To transfer funds to cover Rowan County Tourism Wayfinding Signage Project using American Rescue Plan Act revenue replacement</i>	<i>\$500,000</i>
<i>Animal Services</i>	<i>To transfer funds for employee retirement</i>	<i>\$150</i>

On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve the presented Budget Amendments.

OpenBroadband Deployment Update

Kent Winrich, Chief Technology Officer of OpenBroadband, gave an update on two towers: Young Mountain in Cleveland and Crescent Fortress in Rockwell. Young Mountain is operational. The line-of-sight equipment of Crescent Fortress is operational. Non-line of sight equipment is staged and being configured. Nokia is the company who was the most available with the best speeds as opposed to competing equipment brands. Mr. Winrich showed a predictive coverage map.

Mr. Winrich reviewed some of the challenges OpenBroadband has faced. Due to supply chain delays, OpenBroadband had to make changes to the equipment plan. Nokia was chosen as

the selected carrier because the Tarana Equipment would take much longer to receive and deploy. Additional supply chain issues due to the COVID-19 pandemic caused the Nokia equipment to take over ten months to receive, an additional month to get on the schedule for the tower climb and an additional two months for configuration. It is now being tested on one of the three sectors for a controlled rollout until the configuration is optimized.

OpenBroadband deployed line-of-sight (LOS) service to get as many Rowan County citizens connected as possible; however, LOS is challenging and unfortunately with rural terrains there are many citizens that cannot be served with LOS. OpenBroadband has turned up 15 hubs and many citizens in the community are served off these hubs. With the Citizens Broadband Radio Service (CBRS) up, the areas of focus are Cool Springs Road, Mount Vernon Road, and the Scotch Irish areas (Mr. Winrich is also hoping to cover a lot of Mooresville Road and the Rary Road neighborhood) to start.

The next steps are that CBRS will help with Rockwell as there is very little LOS. The main hub that had been identified and solidified off LOS went into probate as the owner passed away shortly after the equipment went up on the tower. Mr. Winrich explained that a hub is a smaller version of a tall distribution site. Nearly any structure with line of sight to other equipment can be used to provide service to the properties around it. This helps to navigate trees, hills, and other obstructions. Mr. Winrich described the impact of a particular hub on a 1 mile and 2-mile radius. He showed photographs of radio installations.

Vice-Chairman Greene said people aren't getting hooked up to reliable service. If non-line of sight works properly, some could be covered. Right now, there just aren't many people covered. Mr. Winrich said about 100 citizens are covered with line-of-sight service. Vice-Chairman Greene asked when crews will be deployed to get people connected and Mr. Winrich said within the next two weeks. Rockwell will follow. Vice-Chairman Greene said right now people don't have confidence due to the lack of non-line of sight. Mr. Winrich said non-line of sight has worked well in other counties. Nokia has faster speeds and handles more traffic better. Vice-Chairman Greene said he has line of sight service, and it works well. There is a list of interested parties to contact once service is available.

Board Appointments

On motion of Edds, seconded by Pierce, the Board voted 5-0 to appoint Dr. Anthony Jerome Davis to the Agricultural Advisory Board.

On motion of Pierce, seconded by Caskey, the Board voted 5-0 to appoint Ryan Yost to the Atwell Volunteer Fire Department Board of Trustees.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to appoint Kevin Auten to the Rowan County Board of Adjustment.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to appoint Virgil Misenheimer and Tracy Winecoff to the Bostian Heights Volunteer Fire Department as Fire Commissioners.

On motion of Pierce, seconded by Klusman, the Board voted 5-0 to appoint David Degrave and Ronald Herion to the Cleveland Community Volunteer Fire Department Board of Trustees.

On motion of Klusman, seconded by Edds, the Board voted 2-3, with Caskey, Greene, and Pierce opposed, to appoint Mary Ponds to the Health Board. The motion did not pass.

On motion of Pierce, seconded by Caskey, the Board voted 3-2, with Klusman and Edds opposed, to appoint John Thomason to the Health Board.

On motion of Caskey, seconded by Greene, the Board voted 5-0 to appoint Timothy Crews to the Juvenile Crime Prevention Council.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to appoint James Basinger and David Linker to the Locke Volunteer Fire Department Board of Trustees.

On motion of Pierce, seconded by Klusman, the Board voted 5-0 to appoint Courtney Meece to the Parks and Recreation Board.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to appoint Tom Stoner to the Poolletown Volunteer Fire Department Board of Trustees.

On motion of Edds, seconded by Pierce, the Board voted 5-0 to appoint Dr. Anthony Jerome Davis, Cynthia Mynatt, and R. Victor Wallace to the Rowan Economic Development Council.

Elaine Holden was acknowledged to her Ex Officio seat on the Rowan Economic Development Council. By virtue of her position as the Chair of the Chamber of Commerce, no appointment was necessary.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to appoint Ramona Thames to the Rowan Transit System Advisory Board.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to appoint Mike Aistrop and Ryan Thompson to the Scotch-Irish Volunteer Fire Department Board of Trustees.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to appoint Cynthia Ehrman to the Town of Faith Planning Extra-Territorial Jurisdiction.

On motion of Greene, seconded by Pierce, the Board voted 5-0 to appoint Matthew Owen and Robert White to the West Rowan Volunteer Fire Department as Fire Commissioners.

Consider Awarding Landfill Phase V Construction to NJR Group

Jody Farrow-Bennett, Director of Purchasing and Contracts, Craig Powers, Director of Engineering and Environmental Services (present remotely via Zoom video conferencing software), and Michael Plummer, Engineer representing HDR Engineering, were present to discuss the request to award the landfill construction bid.

Mr. Plummer gave a presentation regarding the history of the landfill and scope of the proposed project. Rowan County has maintained a landfill since the 1960s. The site hosting the current landfill began operation in 1989 and is located at 789 Campbell Road in Woodleaf. The landfill services Rowan County waste and is permitted to receive waste from any other North Carolina county (no out-of-state waste is allowed). In fiscal year (FY) 2022, the Landfill received approximately 190,000 tons of household garbage. The landfill is estimated to continue service until the year 2049.

Commissioner Pierce asked if a new landfill will be needed by 2050 and Mr. Plummer said yes. Mr. Plummer said capacity will depend on many factors.

Chairman Edds asked if garbage from outside of Rowan County was accepted at the landfill. Mr. Plummer said approximately 32,000 tons comes from Davie County. Chairman Edds asked if Davie County has their own site and Mr. Plummer said no.

Chairman Edds asked if citizens are charged different amounts by county of residence and Mr. Powers said yes. Chairman Edds asked how the charges differ. Mr. Powers said there is an out of county rate. To maximize the landfill's life, the rate could be evaluated, or the acceptance of out-of-county trash could be considered. County of residence may be hard to police.

Chairman Pierce asked if residential and construction waste are both accepted from Davie County. Mr. Powers said both types of waste are probably coming if the landfill is convenient to the worksite. Recycling from outside the county is also allowed; county of residence is not checked.

County Manager Aaron Church said the cost is \$34 per ton for county residents and \$39 per ton for non-county residents.

Phase V of construction includes a 19.25-acre expansion, adding approximately eight years of life and 960,000 tons of capacity to the landfill. The project will add the associated infrastructure for the landfill cell, including installation of a perimeter drainage channel and leachate sump enclosure with ancillary erosion control measures. This project falls within the permitted landfill footprint. Current operational landfill space is becoming limited, with an estimated "full" date of January 2024. Mr. Plummer said Rowan County worked with HDR Engineering, Inc. and received proposals to complete Phase V of the Landfill Construction project. Four bids for the above-referenced project were received by the Rowan County Purchasing Department and forwarded to HDR for review. Bids were received from the following contractors and are listed in order based on lowest to highest base bid:

1. NJR Group Inc.: \$10,882,888.81
2. Morgan Corp.: \$11,599,636.80
3. Thalle Construction Co., Inc.: \$12,435,000.00
4. Polivka International.: \$13,895,063.50

The County would like to award the bid to NJR Group Inc. who submitted the lowest total base bid in the amount of \$10,882,888.81. The Contract will be submitted to the Board of Commissioners (BOC) later for final approval. Once approval from the BOC has been

confirmed, an award letter will be sent to NJR. NJR needs this letter to obtain required performance and payment bonds. Upon receipt of bonds from NJR, and contract confirmation. The contract packet will be put together for a final approval from the BOC.

Chairman Edds asked how the site is prepared to open the cell. Mr. Plummer said there is a lot of site work involved including earth work, adding a liner system, a pump system, and layers of footing.

Vice-Chairman Greene asked where the residual pump waste goes. Mr. Plummer said there is a sewer line that it is pumped into.

Chairman Edds asked if the landfill is utilizing methane capture. Mr. Plummer said not at this time. Currently, burning is a utilized method of removal.

Vice-Chairman Greene asked where the sewer line runs, and Mr. Plummer pointed it out on a map.

On motion of Pierce seconded by Greene the Board voted 5-0 to award the Landfill Phase V Construction Contract to NJR Group based on a base bid amount of \$10,882,888,81.

Closed Session

At 8:55 p.m. on motion of Edds, seconded by Pierce, the Board voted 5-0 to enter into closed session pursuant to NCGS 143-318.11(a)(1) to consider approval of the minutes of the Closed Sessions held on December 1, 2022, December 5, 2022, and December 8, 2022, as described by NCGS 143-318.10(e) providing that minutes or an account of a closed session may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session, and pursuant to NCGS 143-318.11(a)(1) to prevent disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes as described by NCGS 132-1.4(a) which includes records of criminal investigations conducted by public law enforcement agencies, records of criminal intelligence information compiled by public law enforcement agencies, and records of investigations conducted by the North Carolina Innocence Inquiry Commission, as defined by G.S. 132-1.

Regular Session

At 9:20 p.m. regular session resumed.

Adjournment

At 9:20 p.m., on motion of Pierce, seconded by Greene, the Board voted 5-0 to adjourn.

Sarah Pack, NCCCC
Clerk to the Board

Greg Edds, Chairman
Jim Greene, Vice- Chairman
Mike Caskey
Judy Klusman
Craig Pierce



Aaron Church, County Manager
Sarah Pack, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners

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MINUTES OF THE SPECIAL MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

January 23, 2023 – 3:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

PRESENT:

Greg Edds, Chairman
Jim Greene, Vice-Chairman
Craig Pierce, Commissioner
Judy Klusman, Commissioner

ABSENT:

Mike Caskey, Commissioner

County Manager Aaron Church, Clerk to the Board Sarah Pack, County Attorney Jay Dees, and Finance Director Anna Bumgarner were also present.

Call to Order

Chairman Edds called the meeting to order at 3:04 p.m. Chaplain Michael Taylor provided the invocation. Chairman Edds lead the Pledge of Allegiance.

Consider Approval of the Agenda

On motion of Klusman, seconded by Greene, the Board voted 4-0 to approve the agenda as presented.

West End Plaza Financing

County Manager Aaron Church explained the documents related to the West End Plaza financing. He reviewed the certified bid tabulation, showing Wharton-Smith, Incorporated Construction Group as the low bidder. The project was initially estimated to cost \$36,424,052. However, the actual project cost is \$30,509,385, equaling a savings of 16 percent.

Also included was a recommendation from the architect certifying the bid tabulation. A cost breakdown was listed as well. Mr. Church explained the aspects of the projected cost. He explained the actions the Board would need to take to approve the financing.

Mr. Church presented the financing agreement and payment schedule and explained changes since the conception of the project. A loan amount of \$28,600,000 with an interest rate of 3.57 percent will be repaid over a fifteen-year term. Mr. Church explained the interest rate and its impact on the decision to finance the loan.

Mr. Church presented the Resolution Authorizing the Execution and Delivery of an Installment Financing Contract to Finance the Renovation of a Portion of the West End Plaza Mall Owned by the County. The reason for the quick turnaround needed for these documents is that the fully executed copies need to be in place before the next Local Government Commission (LGC) meeting in early February. He detailed the required documents.

Robert Lauer, Managing Principal at ADW Architects, thanked bidders for their consideration. He presented a slide show that displayed renderings of the West End Plaza Agricultural Center after renovations. He explained the property layout, building layouts, and showed elevation renderings. There will be office space, conference rooms, and a large meeting hall. Mr. Lauer showed a plan view of the Agriculture Offices and which departments would be housed in this space. There will be green space included as well, harboring an outdoor classroom/stage area.

Chairman Edds asked if the old restaurant space will be an entrance to the mall and Mr. Lauer said the area will be updated, possibly to tenant space.

Mr. Lauer showed interior views of the renovated spaces. There are numerous conference rooms and restroom areas. Identifying signage will be located at all conference spaces. Natural materials will bring character from the exterior of the building to the inside. He showed views of the meeting hall, which can be divided into up to four quadrants.

Chairman Edds asked the capacity of meeting hall was known and Mr. Lauer said yes.

The entrance ways will bring in agricultural character to the building. Mr. Lauer showed a site plan with three of the alternates shown. There are approximately 15 alternates.

Chairman Edds again asked for seating capacities. Mr. Lauer said the meeting hall will be able to seat at approximately 1,000 people. Chairman Edds asked if soft costs include audio visual (A/V) equipment. Mr. Church said some of the alternates included A/V and some don't. There is some A/V included in soft cost. Mr. Lauer explained some of the soft costs that would include A/V equipment. Most of the A/V costs are included in the alternates.

Commissioner Klusman asked for clarification regarding electrical wiring design to accommodate future changes. Mr. Lauer said the complete facility will be rewired for the projected use, which is included in the base bid.

Commissioner Pierce asked if a feasibility study had been completed. Chairman Edds said one had been completed years ago. Commissioner Pierce said the one completed in the past is not relevant to the present. Commissioner Pierce said there are other priorities in the county; this project is not something that needs to be done right now.

Commissioner Klusman asked how long ADW Architects has worked with the County on this project. Mr. Lauer said approximately three years. Cost estimates have been shared several times.

Vice-Chairman Greene said the intent for this building was to develop it for use by the County. This has been talked about for the last eight years, and this project should move forward to get ready for County services.

Chairman Edds said there are plans for the Health Department which may affect financing decisions. Eight years ago, there was controversy over this facility. The facility will be a great benefit to the community. It was a good purchase. The County is in the position to make big financial moves. The Economic Development Corporation (EDC) has brought business to the county and the recent audit report was positive. This is a great opportunity to do something for the community. This facility will be a great asset for the agricultural community. Agriculture is the largest industry in Rowan County. There is space to attract organizations to become part of the agricultural focus.

Vice-Chairman Greene said the biggest biotechnological center in the country is in Kannapolis. One of their main goals is food research and processing.

Commissioner Klusman said it's important to ask if the building won't be used for this, what will it be used for. The Board that purchased it wanted it for office space. Social Services and the Health Department went into a space that was insufficient for their needs at the time. The recent space study says twice as much space is needed. There is an unbelievable amount of interest in the development of this facility. She has spoken with other commissioners in other counties who have developed agricultural centers and the centers receive a lot of use. Time brings change. When it comes to being fiscally responsible, Commissioner Klusman Said Commissioner Caskey promoted putting \$6 million aside for this project, and the Board has waited until an appropriate time to use this money. An interest rate of 3.57 percent is excellent. Using the space instead of building or buying a similar space would be cheaper.

Vice-Chairman Greene asked how many square feet are being renovated in the current project. Mr. Lauer said approximately 75,000 square feet.

On motion of Edds, seconded by Greene, the Board voted 3-1, with Pierce opposed, to award the bid to Wharton-Smith, Inc. Construction Group in the amount of \$25,630,800, including all alternates.

On motion of Edds, seconded by Greene, the Board voted 3-1, with Pierce opposed, to approve the total project cost at \$30,509,385.

On motion of Edds, seconded by Greene, the Board voted 3-1, with Pierce opposed, to award the financing agreement to TD Bank, N.A. to finance \$28,600,000 and authorize the County Manager to execute the agreement.

On motion of Edds, seconded by Klusman, the Board voted 3-1, with Pierce opposed, to approve a Resolution Authorizing The Execution and Delivery of an Installment Financing Contract to Finance the Renovation of a Portion of the West End Plaza Mall Owned by the County, as follows:

*RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN
INSTALLMENT FINANCING CONTRACT TO FINANCE THE RENOVATION
OF A PORTION OF THE WEST END PLAZA MALL OWNED BY THE COUNTY*

WHEREAS, the Board of Commissioners (the "Board") of the County of Rowan, North Carolina (the "County") desires to finance the cost of the renovation of a portion of the West End Plaza Mall owned by the County for the purpose of creating a 1,000-person meeting room and associated conference rooms, storage and warming kitchen, and converting space to agricultural center offices, as well as certain exterior improvements (the "Project"); and

WHEREAS, the County desires to finance the Project by executing and delivering an installment financing contract, as authorized under Section 160A-20 of the General Statutes of North Carolina; and

WHEREAS, the County sent out a request for proposals to a number of banks relating to the financing on December 19, 2022; and

WHEREAS, TD Bank, N.A. (the "Bank") submitted a proposal to the County dated January 10, 2022 (the "Proposal"), pursuant to which the Bank shall enter into an installment financing contract with the County in the amount of up to \$28,600,000 (the "Agreement") to finance the Project, and to pay certain costs associated with the financing, to be secured by a deed of trust, assignment of rents and leases, security agreement and financing statement that creates a lien on the Project for the benefit of the Bank (the "Deed of Trust"); and

WHEREAS, on January 3, 2023, the Board held a public hearing regarding financing the Project through the execution and delivery of an installment financing contract;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County (the "Board of Commissioners"), as follows:

- 1. The Board of Commissioners hereby accepts the Proposal, and authorizes and directs the Chairman, the County Manager, the Finance Director and the Clerk, or any of them, to execute, acknowledge and deliver the Agreement and the Deed of Trust on behalf of the County, with such changes and modifications as the person executing and delivering such instruments on behalf of the County shall find acceptable. The Clerk is hereby authorized to affix the official seal of the County to the Agreement and the Deed of Trust and to attest the same.*
- 2. Each of the County Manager and other appropriate officers of the County is hereby authorized and directed to execute and deliver any and all papers, instruments, agreements, tax certificates, opinions, certificates, affidavits and other documents, and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution, the Agreement and the Deed of Trust, and the acquisition, construction, and financing of the Project.*
- 3. All other acts of the Board of Commissioners and the officers of the County, which are in conformity with the purposes and intent of this resolution and in furtherance of the financing of the Project, are hereby ratified, approved and confirmed.*

4. *This resolution shall take effect immediately.*

On motion of Edds, seconded by Klusman, the Board voted 3-1, with Pierce opposed, to authorize the use of \$1,922,310 from the West End Plaza Reserve to be used to pay for the project.

On motion of Edds, seconded by Greene, the Board voted 3-1, with Pierce opposed, to authorize the County Manager or County Attorney to execute any and all loan documents including but not limited to the Promissory Note and Deed of Trust.

Adjournment

At 3:49 p.m., on motion of Greene, seconded by Klusman, the Board voted 4-0 to adjourn.

Sarah Pack, NCCCC
Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Valerie Steele, Director
Transit/Airport
DATE: 1/11/23
SUBJECT: State Certification for ROAP Grant - Second Disbursement

The Board of Commissioners approved acceptance of funding from NCDOT Rural Operating Assistance Program (ROAP) allocation. The second disbursement of funds requires a second State Certification to be submitted.

Recommendation:

Authorize the County Manager and Finance Director to execute the updated NCDOT Grant Certification Statement.

ATTACHMENTS:

Description	Upload Date	Type
FY23 Final Certified Statement	1/11/2023	Exhibit

CERTIFIED STATEMENT
SECOND ROAP DISBURSEMENT (JANUARY 2023)
FY2023
RURAL OPERATING ASSISTANCE PROGRAM
County of **Rowan**

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Integrated Mobility Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e., CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race, or gender (FTA C 4702.1B, FTA C 4704.1A, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2022 to June 30, 2023 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Rowan North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low-income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality, and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.

- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.
- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2023 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Regional Grant Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in monthly reports to NCDOT – Integrated Mobility Division or its designee. **Back-up documentation is required to support the monthly reports, failure to provide documentation will affect future disbursements. The June report will be considered the annual report.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amount of secondary FY2023 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program Second Disbursement	Allocated	Requested
Elderly and Disabled Transportation Assistance Program (EDTAP)	<u>65,640</u>	<u>65,640</u>
Employment Transportation Assistance Program (EMPL)	<u>20,477</u>	<u>20,477</u>
Rural General Public Program (RGP)	<u>54,138</u>	<u>54,138</u>
TOTAL	<u>140,255</u>	<u>140,255</u>

WITNESS my hand and county seal, this ____ day of ____, 20____.

Signature of County Manager/Administrator

Signature of County Finance Officer

Printed Name of County Manager/Administrator

Printed Name of County Finance Officer

State of North Carolina County of

County Seal Here

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Jody Farrow-Bennett; Purchasing Director & Randy Cress; Assistant County Manager
DATE: 2/6/2023
SUBJECT: Sole-Source CivicPlus Inc.

Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available;
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration.

CivicPlus Inc is a sole-sourced vendor whose services are imperative to Rowan County. This service is used county-wide website hosting, and was approved August 1, 2023; Agenda Item T; for the FY23 renewal not to exceed \$9,825,55.

As part of our contract with CivicPlus, we are eligible for one free website redesign. Because of recent upgrades to the Tourism Division's website and an increase in mobile access to our site, we elected to pursue the free redesign this FY. During the redesign review, we were presented with an option to have custom banner images applied to our departments that do not have their own sub sites. We elected to pursue this option at a cost of **\$2893** which is still within budget.

Additionally, in order to keep our website secure, we must apply security certificates annually and are charged separately by CivicPlus for installation. During FY23, we have applied SSL certificates to www.rowancountync.gov as well as www.ExploreRowan.life at a cost of \$158 each (**\$316** total).

Municode is utilized by the Clerk to the Board for hosting all County ordinances for legal compliance and is owned by CivicPlus. For FY23, we will continue to utilize per amendment changes not to exceed the budgeted amount of **\$10,000**.

Attached are quotes for Added expenses for FY23 only.

Recommendation:

Board of Commissioners authorize the Purchasing Director to approve sole-source purchases from CivicPlus Inc. for the remainder of FY23.

ATTACHMENTS:

Description	Upload Date	Type
Quote 1	1/19/2023	Cover Memo
Quote 2	1/19/2023	Cover Memo
Quote 3	1/19/2023	Cover Memo

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-32610-1

Date:

12/19/2022 1:13 PM

Expires On:

3/19/2023

Client:

ROWAN COUNTY, NORTH CAROLINA

Bill To:

ROWAN COUNTY, NORTH CAROLINA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Eden Mckee	x	eden.mckee@civicplus.com		Net 30

QTY	Product Name	DESCRIPTION	PRODUCT TYPE	TOTAL
11.00	Banner - CivicEngage Central	Design/apply unique interior banner to CivicEngage Central website	One-time	USD 2,893.00
Total Investment - Year 1			USD 2,893.00	
Annual Recurring Services (Subject to Uplift)			USD 0.00	

Total Days of Quote:194

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the Rowan County NC - CivicEngage Statement of Work signed by and between the Parties ("the Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.
2. Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Recurring Services) upon signing and submission of this SOW. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.
3. Each year this SOW is in effect, a technology investment and benefit fee, as agreed to in the Agreement, will be applied to the Annual Recurring Services subscription fee.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement terms and conditions

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



Invoice

CivicPlus LLC
NEW REMITTANCE ADDRESS
(FOR PAYMENTS ONLY)
CivicPlus
PO Box 1572
Manhattan KS 66505

#246786

11/10/2022

PO #

Bill To

ROWAN COUNTY
130 WEST INNES ST
SALISBURY NC 28144

TOTAL DUE

\$158.00

Due Date: 12/10/2022

Terms	Due Date	PO #	Approving Authority
Net 30	12/10/2022		April Everett

Qty	Item	Start Date	End Date	Amount
1	SSL Setup – Client Provided Only per domain (Onetime)	11/9/2022	6/30/2023	\$158.00
Total				\$158.00
Due				\$158.00

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
KS State Bank	CivicPlus LLC	1046292	101101536

CivicPlus
302 S 4th St.
Suite 500
Manhattan KS 66502



Invoice

CivicPlus LLC
NEW REMITTANCE ADDRESS
(FOR PAYMENTS ONLY)
CivicPlus
PO Box 1572
Manhattan KS 66505

#251744

12/31/2022

PO #

Bill To

ROWAN COUNTY
130 WEST INNES ST
SALISBURY NC 28144

TOTAL DUE

\$158.00

Due Date: 1/31/2023

Terms	Due Date	PO #	Approving Authority
Net 30	1/31/2023		April Everett

Qty	Item	Start Date	End Date	Amount
1	SSL Setup – Client Provided Only per domain (Onetime)	12/30/2022	6/30/2023	\$158.00
Total				\$158.00
Due				\$158.00

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
KS State Bank	CivicPlus LLC	1046292	101101536

CivicPlus
302 S 4th St.
Suite 500
Manhattan KS 66502

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Jody Farrow-Bennett; Purchasing Director & Randy Cress; Assistant County Manager
DATE: 2/6/2023
SUBJECT: Sole-Source Microsoft Store

Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available;
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Microsoft Store is a sole-sourced vendor whose software is proprietary in nature. This software is a digital distribution platform for various types of software used county-wide, and we would respectfully request to continue our subscription to this service. The Microsoft Store Sole-Source was approved on August 15, 2022; Agenda Item AE; not to exceed \$12,000.

Staff would like to request that all renewals and updates needed for the Azure Services, through the Microsoft Store be approved as a 'sole-source' until we re-evaluate at the end of fiscal year 2024.

Board of Commissioners authorize the Purchasing Director to approve the Azure Services, through the Microsoft Store as a 'sole-source' until we re-evaluate at the end of fiscal year 2024.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Allen Cress, Emergency Svcs. Chief
DATE: 1/20/23
SUBJECT: GRANT AGREEMENT: Approve Emergency Mgmt to accept EMPG grant funding

On December 6, 2021, the Board of Commissioners approved the request to apply for the annual Emergency Management Performance Grant through the NCDPS Emergency Management division. Funds are reimbursable, and awarded up to \$35,000, with 50% (\$35,000) local match.

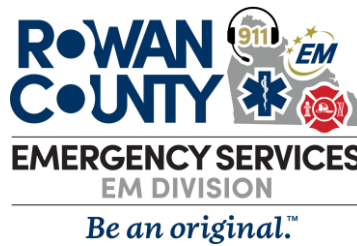
We have received the award notification from North Carolina Emergency Management. We respectfully request the Board allow Emergency Services to accept this award, and to allow county staff including the County Manager to execute the MOA.

Recommendation:

Approve the County to accept this award, and allow County Manager to execute the MOA.

ATTACHMENTS:

Description	Upload Date	Type
Cover Memo	1/20/2023	Cover Memo
EMPG MOA	1/20/2023	Exhibit



2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388
[p] 704-216-8900 [f] 704-216-8921

To: Rowan County Board of Commissioners
From: TJ Brown, Emergency Services Deputy Chief
Ann Kitalong-Will,
Date: January 11, 2023
Re: Emergency Management Performance Grant Application Update

On December 6, 2021, the Board of Commissioners approved the request to apply for the annual Emergency Management Performance Grant.

We have received the award notification from North Carolina Emergency Management. We respectfully request the Board allow Emergency Services to accept this award, and to allow county staff including the County Manager to execute the MOA.



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

Emergency Management Performance Grant

(EMPG)

Fiscal Year 2022

AL #:

Grant #: EMA-2022-EP-00005

Memorandum of Agreement (MOA)

between

RECIPIENT:

State of North Carolina
Department of Public Safety
Emergency Management
1636 Gold Star Dr
Raleigh, NC 27607

SUBRECIPIENT:

Rowan County
2727 Old Concord Rd.
Salisbury, NC 28146-6319
Tax ID/EIN #: 566000336-A
Unique Entity ID (from SAM.gov): GCB7UCV96NW6

MOA #: 2220080**NCAS cost center:** 1500-8016-3HD2**Period of performance:**

October 1, 2021 to September 30, 2024

Award amount:	Universal	SatCom	Optional
Federal	\$ 35,000.00	TBD	TBD
State	\$ 0.00	TBD	TBD
Local	\$ 0.00	TBD	TBD
Total	\$ 35,000.00	TBD	TBD

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) Emergency Management Performance Grant (EMPG). More information about EMPG is available at:

<https://www.fema.gov/grants/preparedness/emergency-management-performance>. This MOA is to set forth terms by which the Recipient, State of North Carolina, Department of Public Safety, North Carolina Emergency Management (NCEM), shall provide EMPG funding to the Subrecipient to fund projects related to the FY22 EMPG program to support the National Preparedness goal of a secure and resilient nation. For a more detailed description of the approved scope of work see Attachment 1. The scope of work is the approved Application as submitted by SUBRECIPIENT with any amendments approved by RECIPIENT.

2. Program Authorization and Regulations

This MOA is authorized under the provisions of:

- A. Section 662 of the Post-Katrina Emergency Management Reform Act of 2006(PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.)
- B. Department of Homeland Security Appropriations Act, 2022 (Pub. L. No. 117-103); Disaster Relief Supplemental Appropriations Act, 2022, Pub. L. No. 117-43 (2021)
- C. FY 2022 EMPG Notice of Funding Opportunity (NOFO):
<https://www.fema.gov/grants/preparedness/emergency-management-performance/fy-22-nofo>;
<https://www.fema.gov/national-preparedness-system>. <https://www.fema.gov/media-collection/emergency-management-performance-grant>,

D. Applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and

E. *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Compensation

Recipient agrees that it will pay Subrecipient compensation for eligible services to be rendered by Subrecipient. Payment to Subrecipient for expenditures under this MOA will be reimbursed after Subrecipient's cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided.

Subrecipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project. See also paragraph 7 below regarding compliance.

RECIPIENT agrees that it will pay SUBRECIPIENT compensation for eligible services rendered by SUBRECIPIENT. Payment to SUBRECIPIENT for expenditures under this MOA will be reimbursed after SUBRECIPIENT's cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided. These documents must be submitted no later than the end of the period of performance (POP). The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the MOA has been submitted for execution.

This MOA shall be effective upon return of execution from SUBRECIPIENT and final approval by RECIPIENT. Upon final approval of this MOA by RECIPIENT, the POP for this grant is October 1, 2021 – September 30, 2024. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received, and proof of payment is provided. Any unexpended grant funds remaining after POP revert to RECIPIENT.

- A. SUBRECIPIENT understands and acknowledges that total funding level available under this MOA will not exceed the awarded amount \$35,000.00. SUBRECIPIENT acknowledges that they are further prohibited from sub-granting these funds. Attachment 1 and any approved amendments constitute the approved scope of work for this grant award.
- B. Pursuant to N.C.G.S 143C-1-1, SUBRECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of MOA termination due to lack of adequate appropriated funds, RECIPIENT will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.
- C. SUBRECIPIENT must meet all funding requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 7 below regarding compliance.

4. Funding Eligibility Criteria

Federal funds administered through Recipient (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive homeland security response program. Continued EMPG funding is contingent upon completion of all EMPG funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

- A. Recipient/Subrecipient must:
 - i. Be established as a State, Local, or Federally Recognized Indian Tribal Government.
 - ii. Subrecipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or <http://fedgov.dnb.com/webform>.
 - iii. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all FEMA awards. SAM

information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.

- iv. Complete any procurement(s) and expenditures no later than September 30, 2023.
- v. Provide quarterly progress reports to NCEM Grants Branch using WebEOC (<https://www.ncsparta.net/eoc7/>), by the following dates: *January 15th, April 15th, July 15th and October 15th*.
- vi. Submit requests for reimbursement with all required documentation attached.
- vii. Match requirement. FY 2022 EMPG funding to locals requires a match requirement of 50% Local (Subrecipient). Every federal dollar received requires the Subrecipient to match dollar for dollar. There are two forms of matching sources, cash match and in-kind match. Cash match includes cash spent for project-related costs, e.g. salaries of emergency management positions. In-kind match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match is permitted by law, then the value of donated services could be used to comply with the match requirement. The match funding source for EMPG cannot be matched to any other federal grants. The Subrecipient identifies to the Recipient the match source on their application for EMPG funds. Recipients of EMPG funding can review the FY 2022 EMPG NOFO, section C.4 (Cost Share or Match) and section D.12 (Funding Restrictions and Allowable Costs) for additional guidance. Other program guidance is available at <https://www.fema.gov/grants/preparedness/emergency-management-performance>. Contact your NC Emergency Management Area Coordinator for assistance.
- viii. The Subrecipient must have either a full-time emergency management program director or a 50% full-time equivalent emergency management program director.;

B. File Retention (see Attachment 3 "Required Subrecipient File Documentation"):

Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each EMPG grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution/ordinance establishing Subrecipient as a State, Local, or Federally Recognized Indian Tribal Government.
- ii. Award letter, MOA, and supporting appendices.
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.

5. Conditions

SUBRECIPIENT certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2022 EMPG Application packet, incorporated by reference herein. RECIPIENT and SUBRECIPIENT certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that RECIPIENT is duly authorized to commit SUBRECIPIENT to these requirements; that costs incurred prior to the POP or after the POP (plus any approved extensions to the POP) will result in the expenses being absorbed by SUBRECIPIENT; and that all agencies involved with this project understand that all federal funds are limited to the federal period of performance.

A. SUBRECIPIENT must:

- i. SUBRECIPIENT is required to have and maintain a current Unique Entity Identifier created in the System for Award Management (SAM). Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM.
- ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address and EIN up to date in SAM. SAM information can be found at <http://www.sam.gov> After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.
- iii. Complete any procurements, expenditures, and receipt of goods or services within the POP.

- iv. Match Requirement. SUBRECIPIENT is required to provide a match requirement of 50%, meaning every federal dollar received requires SUBRECIPIENT to match dollar for dollar cash or in-kind.
- v. SUBRECIPIENT must submit requests for reimbursement with all required documentation attached. Once RECIPIENT is satisfied that SUBRECIPIENT has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center 1500-8016-3HD2 in the North Carolina Accounting System (NCAS). See paragraph 10.E.

B. Required Documents/Forms. SUBRECIPIENT must submit the following documents to RECIPIENT (ncemgrants1@ncdps.gov) upon execution of this MOA:

- i. W-9 (09 NCAC 03M .0202)
- ii. Electronic Payment / Vendor Verification Form (09 NCAC 03M .0202)
- iii. Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))
- iv. Conflict of Interest Policy (G.S. 143C-6-23.(b))
- v. Copy of SUBRECIPIENT's procurement policy

6. Supplantation

Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for EMPG activities. EMPG funds may not be used for costs that supplant traditional public safety positions and responsibilities. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

7. Compliance

Subrecipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2022 EMPG NOFO referenced in paragraph 2 above. Subrecipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon Subrecipient for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring. See Attachment 5 for subrecipient monitoring.

8. Responsibilities

RECIPIENT:

- A. RECIPIENT shall provide funding to SUBRECIPIENT to perform the activities as described herein.
- B. RECIPIENT shall conduct a review of the project to ensure that it is in accordance with EMPG requirements.
- C. RECIPIENT shall monitor the completion of the approved scope of work as specified in Attachment 1 and any approved amendments.
- D. RECIPIENT has obligated the funding for this MOA within 45 days of acceptance of the federal award by signing this MOA.

SUBRECIPIENT:

- A. This MOA must be signed and returned to NCEM within 45 days after SUBRECIPIENT receives this MOA. The grant shall be effective upon return of the MOA.
- B. SUBRECIPIENT shall expend FY 2022 EMPG Grant Program funds in accordance with the FY2022 EMPG NOFO, the grant application, and this MOA.
- C. Closeout Reporting Requirements. In accordance with 2 CFR 200.344, SUBRECIPIENT must submit to RECIPIENT, no later than 30 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and DHS Standard Terms and Conditions (Attachment 2), incorporated by reference herein, for the performance of the activities.

D. Procurement.

- i. SUBRECIPIENT shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327.
- ii. SUBRECIPIENT must follow procurement procedures and policies as outlined in the applicable FY2022 EMPG NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the [2022 FEMA Preparedness Grants Manual](#). SUBRECIPIENT shall comply with all applicable laws, regulations and program guidance. SUBRECIPIENT must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements.
- iii. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.
- iv. Mini-Brooks Act. Subrecipients that are governmental entities or otherwise subject to the requirements of the [Local Government Commission](#) (LGC) per [20 NCAC 03](#) are required under North Carolina law to follow rules and regulations in the “[Mini-Brooks Act](#)”, [G.S. 143-64.31](#), for the procurement of certain professional services performed by architects, engineers, surveyors, and construction managers at risk.

- E. Requests for Reimbursement (RFR). Submit RFR for items or services received to designated NCEM Grants Manager and NCEM Grants Management Branch (ncemgrants1@ncdps.gov). RECIPIENT will reimburse SUBRECIPIENT for eligible costs as outlined in the applicable DHS program guidelines and FY2022 EMPG NOFO. SUBRECIPIENT must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from RECIPIENT. SUBRECIPIENT must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after SUBRECIPIENT payment of invoice may be denied.

RFR must include sufficient documentation that approved expenditures have been properly invoiced and paid by SUBRECIPIENT, and that the products and/or services have in fact been received by SUBRECIPIENT. RFRs must also include a cost report form (supplied by the RECIPIENT) and a summary of all expenditures included in the RFR completed by SUBRECIPIENT. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and reimbursable amount.

- F. Complete all procurement by September 30, 2024.
- G. Provide quarterly progress reports to NCEM Grants Branch using WebEOC (<https://www.ncsparta.gov>), by the following dates: January 15th, April 15th, July 15th and October 15th.
- H. EMPG Program recipients and subrecipients are required to implement National Incident Management System (NIMS). EMPG Program recipients must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Additional information about NIMS implementation is available at NIMS Implementation and Training.
- I. EMPG Program-funded deployable personnel are required to meet National Qualifications System (NQS) certification requirements (<https://www.fema.gov/emergency-managers/nims/components/nqs-supplemental-documents>).

- J. Comply with the applicable federal statutes, regulations, policies, guidelines, requirements and certifications as outlined in the FY 2022 EMPG NOFO and Subaward Notification, and DHS Standard Terms and Conditions (Attachment 2).
- K. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

SUBRECIPIENT shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.

Per 09 NCAC 03M, agencies shall not disburse any state financial assistance to an entity that is on the Suspension of Funding List (SOFL). OSBM maintains the SOFL. The SOFL is updated on a weekly basis. SUBRECIPIENT is prohibited under this MOA from procurement, and/or contracting with any entity listed on the SOFL using these grant funds.

- L. All materials publicizing or resulting from award activities, including websites, social media and TV/radio, shall contain this acknowledgement: “This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security”.
- M. SUBRECIPIENT shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
 - i. RECIPIENT and SUBRECIPIENT shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. SUBRECIPIENT may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to RECIPIENT. The grant summary, cost reports with backup documentation, certificate of title, and any other SUBRECIPIENT reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
 - ii. SUBRECIPIENT must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. SUBRECIPIENT shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.
 - iii. SUBRECIPIENT or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Unless otherwise directed by NCEM, DHS and/or FEMA, SUBRECIPIENT may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, SUBRECIPIENT must notify NCEM Grants Management Branch prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. SUBRECIPIENT must provide documentation that includes the method used to determine current fair market value.
 - v. Only allowable equipment listed in the Authorized Equipment List (AEL) for EMPG are eligible for purchases from this grant.
- N. Property and Equipment. Property and equipment purchased with EMPG funds shall be titled to SUBRECIPIENT, unless otherwise specified by NCEM, DHS and/or FEMA. SUBRECIPIENT shall be

responsible for the custody and care of any property and equipment purchased with EMPG funds furnished for use in connection with this MOA, and shall reimburse RECIPIENT for any loss or damage to said property until the property is disposed of in accordance with EMPG Program requirements. RECIPIENT will not be held responsible for any property purchased under this MOA.

SUBRECIPIENT must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.

Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, SUBRECIPIENT must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other federal awarding agencies. NCEM, in conjunction with DHS and DPR partners, will determine and direct how equipment will be redeployed.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon SUBRECIPIENT for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring and special conditions placed on future awards per 2 CFR 200.208.

- O. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).
- P. Communications equipment. In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 4.
- Q. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in the approved scope of work specified in Attachment 1 and any approved amendments, shall be the sole responsibility of SUBRECIPIENT and shall not be reimbursed under this MOA.
- R. Conflicts of Interest.
 - i. State Law. Per [N.C.G.S. § 143C-6-23\(b\)](#), SUBRECIPIENT is required to file with RECIPIENT a copy of SUBRECIPIENT's policy addressing conflicts of interest that may arise involving SUBRECIPIENT's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as SUBRECIPIENT's employees or members of its board or other governing body, from RECIPIENT's disbursing of grant funds, and shall include actions to be taken by SUBRECIPIENT or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before RECIPIENT may disburse any grant funds.**
 - ii. Federal Law – Grant Administration. Per 2 CFR 200.112 and the [2022 FEMA Preparedness Grants Manual](#), all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.
 - iii. Federal Law – Procurement. Per 2 CFR 200.318 and the [2022 FEMA Preparedness Grants Manual](#), all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may

set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

- S. **Environmental Planning and Historic Preservation (EHP) Compliance.** Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details see: <https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance>.
- T. Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.

9. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2022 NSGP NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. Taxes

SUBRECIPIENT shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by SUBRECIPIENT under this grant.

If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to [N.C.G.S. 105-164.14](#); and (b) exclude all refundable sales and use taxes from all reported expenditures.

11. Warranty

As an independent subrecipient, SUBRECIPIENT will hold RECIPIENT harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. **Government entities including counties and local governments are not required to file these reports.**

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements:

<https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>

13. Audit Requirements

For all federal grant programs, SUBRECIPIENT is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

Per 2 CFR 200.501, a subrecipient that receives a combined \$750,000 or more in funding from all federal funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of the subrecipient's fiscal year end. SUBRECIPIENT must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse <https://harvester.census.gov/facweb/>.
- B. Submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of SUBRECIPIENT, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 13.A. above.
- C. Make copies of the single audit available to the public.

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined \$500,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity's fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

If SUBRECIPIENT is a unit of local government in North Carolina, SUBRECIPIENT may be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUBRECIPIENT and are subject to change (see [Local Government Commission](#) for more information). See also [20 NCAC 03](#) (Local Government Commission).

14. Subrecipient Monitoring

See Attachment 5 for subrecipient monitoring.

15. Points of Contact

To provide consistent and effective communication between SUBRECIPIENT and RECIPIENT, each party shall appoint a principal representative(s) to serve as its central point of contact (POC) responsible for coordinating and implementing this MOA. The NCEM contact shall be: Assistant Director - Administration, the NCEM Grants Management Branch staff, and the NCEM Field Branch staff. SUBRECIPIENT point of contact shall be the person designated by SUBRECIPIENT. Each party shall keep the other apprised of changes to their POC.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

16. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office.

Information maintained by RECIPIENT in connection with this MOA and grant award is subject to the [North Carolina Public Records Act](#), Chapter 132 of the North Carolina General Statutes and is subject to [public records requests](#) through NCDPS.

17. Contracting/Subcontracting

If SUBRECIPIENT contracts/subcontracts any or all purchases or services under this MOA, then SUBRECIPIENT agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. SUBRECIPIENT and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. **If SUBRECIPIENT contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be submitted to NCEM along with the RFR in accordance with SUBRECIPIENT responsibilities in paragraph 10.E above.** A contractual arrangement shall in no way relieve SUBRECIPIENT of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. SUBRECIPIENT is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2022 EMPG NOFO referenced herein.

18. Situs

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

19. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

20. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

21. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

22. Modification

This MOA may be amended only by written amendments duly executed by RECIPIENT and SUBRECIPIENT.

23. Prohibition on purchasing certain telecommunications - John S. McCain National Defense Authorization Act for Fiscal Year 2019 – Public Law 115-232, section 889 – 2 CFR 200.16

Effective August 13, 2020, FEMA recipients and subrecipients may not use any FEMA funds under open or new awards to:

- A. Procure or obtain any equipment, system, or service that uses ***covered telecommunications equipment or services*** as a substantial or essential component of any system, or as critical technology of any system.
- B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses ***covered telecommunications equipment or services*** as a substantial or essential component of any system, or as critical technology of any system.
- C. Enter into, extend, or renew contracts with entities that use ***covered telecommunications equipment or services*** as a substantial or essential component of any system, or as critical technology as part of any system.

Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition. Recipients and subrecipients should refer to applicable program guidance or contact the applicable program office to determine if replacement equipment or services is eligible under that program.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment

produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

C. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

FEMA Policy #405-143-1

Refer to FEMA Policy #405-143-1 for specific guidance:

https://www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf

24. Certification of eligibility--Under the Iran Divestment Act

Pursuant to G.S. 147-86.60, any company identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran.
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List.
- C. That the undersigned is authorized by the Vendor to make this Certification.

The State Treasurer's Final Iran Divestment List can be found on the State Treasurer's website at the address:

<https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>.

Further, pursuant to G.S. 147-86.82, any company identified as boycotting Israel, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The State Treasurer's Final Companies Boycotting Israel List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>.

25. Termination

The terms of this MOA, as modified with the consent of all parties, will remain in effect until February 28, 2025.

Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2022 EMPG NOFO, incorporated by reference herein, SUBRECIPIENT shall reimburse NCEM for said property and/or expenses.

26. Scope of Work

SUBRECIPIENT shall implement the project(s) specified in Attachment 1 and as described in the approved project application. That application is hereby incorporated by reference into this MOA.

- A. Scope of Work related documentation to be provided throughout the Period of Performance:
 - i. Completed appropriate report forms with invoices and proof(s) of payment.
 - ii. Audit findings and corrective action plans.
- B. Documentation to be provided throughout the Period of Performance:
 - i. Quarterly project progress reports.
 - ii. SUBRECIPIENT-involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with EMPG.
 - iii. After-action reports from exercises in accordance with Homeland Security Exercise and Evaluation Program Doctrine ([HSEEP](https://www.fema.dhs.gov/hseep)). Subrecipients must submit AAR/IPs to hseep@fema.dhs.gov and copy their Regional

EMPG Program Manager and indicate which fiscal year's funds were used (if applicable). Submission of AAR/IPs must take place within 90 days following completion of the single exercise or progressive series.

- iv. Training course roster, description and syllabus.
- v. All EMPG-funded personnel are expected to be trained emergency managers (see NQS above). Additionally, all EMPG-funded personnel must complete the specific training requirements detailed on page H-12 of the [FEMA FY2022 Preparedness Grants Manual](#).
- vi. Any other documentation that would be pertinent.
- vii. All legible and complete invoices and receipts detailing the expenses associated with the project. Receipts must contain the following information:
 - Name and address of the vendor or establishment providing the product or service.
 - Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
 - Date the product or service was provided.
 - Itemized description of all products or services.
 - Unit price of products or services (if applicable).
 - Total amount charged.
- viii. Proof of payment of expenses associated with the project.

27. Lobbying Prohibition

The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, 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.
- 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative 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. Code. 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.

28. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - procurement

During the performance of this contract, the subrecipient, for itself, its assignees and successors in interest (hereinafter referred to as the "subrecipient") agrees as follows:

- A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR 200.300 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract,

including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

- D. **Information and Reports:** The subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate and shall set forth what efforts it has made to obtain such information.
- E. **Sanctions for Noncompliance:** In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions:** The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - regulations

Subrecipient hereby agrees that as a condition to receiving any federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR 200.300 , Nondiscrimination in Federally Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this MOA. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

- A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR 200.300 issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

- C. Insert the clauses of this MOA in every contract subject to the Act and the Regulations.
- D. This assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
- E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance

under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

- F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 – deeds, licenses, permits, leases

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Subrecipient executed in expending these grant funds:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR 200.300 and as said Regulations may be amended.
- B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Subrecipient:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR 200.300, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
 - B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
 - C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.
- * Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

31. Assurance of Compliance with Privacy Act

The Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under,

when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.

- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 parts A through C in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA or which may involve the design, development, or operation of a system of records on behalf of the DHS.

32. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Governmentwide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

33. Execution

This MOA shall become binding upon execution by both RECIPIENT and SUBRECIPIENT.

34. Term of this Agreement

Regardless of actual execution date, this MOA shall be in effect from the start of the POP on October 1, 2021 to the end of the POP on September 30, 2024.

36. Statement of Assurances

SUBRECIPIENT must complete either [Office of Management and Budget \(OMB\) Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), or both, as applicable.

- A. Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.
- B. SUBRECIPIENT must complete the appropriate form(s) and submit to NCEM Grants Management Branch (ncemgrants1@ncdps.gov) upon execution of this MOA. SUBRECIPIENT must still complete the appropriate form(s) even if certain assurances in the form may not directly apply to subrecipient's specific program to ensure that all possible situations are covered.

37. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
 - Attachment 1 Scope of Work
 - Attachment 2 [DHS Standard Terms and Conditions](#)
 - Attachment 3 Required Subrecipient File Documentation
 - Attachment 4 NCEM Communications Branch Memo
 - Attachment 5 Subrecipient Monitoring

AUTHORIZED SIGNATURE WARRANTY

THE UNDERSIGNED REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO BIND THEIR PRINCIPALS TO THE TERMS OF THIS MOA. IN WITNESS WHEREOF, RECIPENT AND SUBRECIPIENT HAVE EACH EXECUTED THIS MOA AND THE PARTIES AGREE THAT THE MOA IS EFFECTIVE AS OF THE POP START DATE, EVEN IF THIS MOA IS SIGNED BY ANY PARTIES AFTER THAT DATE.

For RECIPIENT:**Approved**

By: William Ray
**William C. Ray, Director & Deputy
Homeland Security Advisor
North Carolina Department of Public Safety
Division of Emergency Management**

Date: 10/31/2022 | 11:35:48 EDT

For SUBRECIPIENT:**Approved**

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

Approved as to Form:

By: William Polk
**William Polk, Deputy General Counsel
Reviewed for the North Carolina
Department of Public Safety to fulfill the
purposes of the DHS Emergency
Management Performance Grant**

Date: 10/24/2022 | 15:36:09 EDT



**STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY**
North Carolina Emergency Management
Physical Address: 4105 Reedy Creek Road, Raleigh, NC 27607



Emergency Management Performance Grant Program

Fiscal Year 2022

COST REPORT 1

Subrecipient: Rowan County
Address: 2727 Old Concord Rd.
 Salisbury, NC 28146-6319
Federal ID #: 566000336-A
UEID #: GCB7UCV96NW6
Branch: Western

Account #: EMPG local 2022
Grant period: October 1, 2021 - September 30, 2024
Grant file #: EMPG-2022-2220080

Funding worksheet

	EMPG initial amount	Universal (Base) amount	Optional amount	SATCOM deductions	Balance to be paid
Federal/State	\$35,000.00	\$35,000.00	TBD	TBD	\$0.00
Local match	\$35,000.00	\$35,000.00	TBD	TBD	\$0.00
Total	\$70,000.00	\$70,000.00	TBD	TBD	\$0.00

This is the first of two cost reports. This initial cost report reflects the Universal (Base) amount that your county is eligible to receive provided all Universal activities are completed, and documentation is approved by the State before the designated deadline. This cost report requires appropriate signatures and return to the state for payment of eligible EMPG work activities completed to date.

The second cost report will reflect completed and approved Optional work activity amounts by your emergency management program. **SATCOM deductions** and a **Balance to be paid** will also be reflected in Cost Report 2 to give you a total 2022 EMPG Final Amount award for your county.

Please note that failure to complete any Universal activity will result in a 12.5% penalty per activity to be assessed against your 2023 EMPG funds.

Certification:

I certify that the above are correct based on grantee's official accounting system and records, consistently applied and maintained, and that expenditures shown have been made for the purpose of and in accordance with, applicable grant terms and conditions, and that appropriate documentation to support these costs and expenditures is available or attached.

Rowan County Finance Officer Authorized Signature

Date

Rowan County Authorized Signature

Date

William Ray

North Carolina Emergency Management Director's Approval Signature

Date

Department of Public Safety Controller's Office Approval

Date

10/31/2022 | 11:35:48 EDT

Attachment 1

North Carolina Emergency Management

Preparedness Grants Application

Fiscal Year 2022

All fields are mandatory. Responses should be limited to the spaces allocated. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Grants selection	
<i>Select answer "Yes" or "No" for each grant.</i>	
Are you applying for:	
- Emergency Management Performance Grant (EMPG)?	Yes
- Hazardous Materials Emergency Preparedness (HMEP)?	No
- North Carolina Tier II Competitive?	No
- North Carolina Tier II Noncompetitive?	No

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant			
<i>This is the agency applying for grants.</i>			
Applying agency	Rowan County Emergency Services		
Street address	2727 Old Concord Rd, Suite D		
City	Salisbury	ZIP + 4	28146-8388
Email	tj.brown@rowancountync.gov		
EIN/Tax ID number	56-6000336		
DUNS number	074494014		
SAM registered	Yes	Expiration date	Click or tap to enter a date.
Your name	TJ Brown		
Are you authorized to apply for grants on behalf of the applying agency?			Yes

Field help

Grants point of contact

Grants point of contact			
<i>This is the focal point for any ongoing communications regarding the grants. There is an opportunity to override this contact for any specific grant.</i>			
Name	TJ Brown		
Agency	Rowan County Emergency Services		
Title	EM Division Chief		
Phone (work)	704-216-8918	Phone (mobile)	704-798-3881
Street address	2727 Old Concord Rd, Suite D		
City	Salisbury	ZIP + 4	28146-8388
Email	tj.brown@rowancountync.gov		

Field help

EM program manager

EM program manager*This is the local EM grants manager.*

Name	TJ Brown
Email	tj.brown@rowancountync.gov

[Field help](#)**Grants MOA signatory****Grants MOA signatory***This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. There is an opportunity to override this contact for any specific grant.*

Name	TJ Brown		
Agency	Rowan County Emergency Services		
Title	EM Division Chief		
Street address (not PO Box)	2727 Old Concord Rd, Suite D		
City	Salisbury	ZIP + 4	28146-8388
Email	tj.brown@rowancountync.gov		
Name	James Howden		
Agency	Rowan County Finance Department		
Title	Finance Director		
Street address (not PO Box)	130 W Innes St		
City	Salisbury	ZIP + 4	28144-4365
Email	james.howden@rowancountync.gov		
Name	Aaron Church		
Agency	Rowan County		
Title	County Manager		
Street address (not PO box)	130 W Innes St		
City	Salisbury	City	28144-4365
Email	aaron.church@rowancountync.gov		

[Field help](#)**Projects**Enter requested project information for each grant checked under **Grants selection**.**EMPG***Point of contact (complete only if different from point of contact in [Contacts](#) section.)***Point of contact***Complete only if the point of contact for this project is different from the identified "Grants point of contact".*

Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Phone (work)	Click or tap here to enter text.	Phone (mobile)	Click or tap here to enter text.
Street address	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

[Field help](#)**Name**

The name of the contact.

Agency

The name of the agency of the contact.

Title

The title within the agency of the contact.

Phone, Street address, City, ZIP + 4, email The phone, street address (not PO Box), city, nine-digit zip code, and email of the contact.

*MOA signatory (complete only if different from MOA signatory in **Contacts** section.)*
Finance director

Finance director	
<i>The signature of the finance director of the agency is required for the memorandum of agreement.</i>	
Name	James Howden
Email	james.howden@rowancountync.gov

[Field help](#)

Name The name of the finance director.

Email The email of the finance director.

Project information

General information	
<i>Enter information describing the project.</i>	
Title	Rowan County EMPG
Description	Funding used for EM Salary Support
Goal	Funding to support salary, benefits, and program cost for the local EM Program
Construction/renovation required	No
Structural attachment required	No
Core capabilities addressed	
<i>Select primary and secondary (if applicable) core capabilities addressed by this project.</i>	
Primary	Operational Coordination
Secondary	Planning
Project timeline milestones	
<i>List the major project events and their completion dates.</i>	
Milestone	Completion Date
Click or tap here to enter text.	10/2022
Click or tap here to enter text.	11/2022
Click or tap here to enter text.	1/2023
Click or tap here to enter text.	4/2023
Click or tap here to enter text.	7/2023
Click or tap here to enter text.	11/2022
Click or tap here to enter text.	3/2023
Click or tap here to enter text.	9/2022

[Field help](#)

Budget

Complete **Organization details** if any personnel is funded by this grant, then complete the **Planning/Organization/Equipment/Training/Exercises costs** section.

Organization details

Enter the requested information if any personnel are funded by this grant.

EM program manager <i>Complete for EM program manager activity only.</i>	
Time allotted for EM	100%
Salary	\$62,145.56
Date of employment in current position	8/5/2019
Have courses required by FEMA been completed? See Field help.	Yes
All personnel <i>Complete for all personnel supported by funds from this project.</i>	
All EMPG program funds (federal and match) allocated towards local emergency management personnel	\$198,416
All EMPG Program funds (federal and match) allocated towards non-local emergency management personnel	\$ 0
Number of local emergency management personnel	1
Number of local emergency management personnel supported (fully or partially) by the EMPG Program	1
Number of local emergency management FTE personnel supported (fully or partially) by the EMPG Program	1
Names of all EMPG-supported personnel	TJ Brown
Have each of the named EMPG-supported personnel completed courses as required by FEMA? See Field help.	Yes

Field help

Planning/Organization/Equipment/Training/Exercises (POETE) costs

Estimated Costs <i>For each cost item select an activity area and then enter a description and the cost amounts. Enter the total.</i>				
Activity area	Description	AEL# (if equipment)	Federal funding	Total amount (federal + match)
Planning	Delivery of universal and optional preparedness activities	Enter AEL#	\$46333.39	\$92666.78
Equipment (w/AELs)	Portable weather station: Provide situational analysis on incidents, to include CBRNE events	04SN01-PTMS	\$23325.18	\$46650.36
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Total estimated costs			\$69658.57	\$139,317.14

Field help

Additional information (if needed)

HMEP

North Carolina Tier II Competitive

North Carolina Tier II Noncompetitive

Certification

Certification <i>Review each certification item and check where appropriate.</i>	
I certify that:	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> This application includes complete and accurate information. <input checked="" type="checkbox"/> No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. <input checked="" type="checkbox"/> In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant. <input checked="" type="checkbox"/> Submission of the project proposal does not guarantee funding. <input checked="" type="checkbox"/> Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list). <input checked="" type="checkbox"/> Any changes made to this grant application after the submission deadline must be approved by the NCEM Grants Branch Manager, and an updated application must be submitted. <input checked="" type="checkbox"/> (EMPG only) Positions that are classified as sworn law enforcement officers may not be funded through EMPG.

Attachment 2

Fiscal Year 2022 FEMA Standard Terms and Conditions

Release Date: Mar 31, 2022

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY 2022. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY 2022.

1. Environmental Planning and Historic Preservation (EHP) Review

For awards by the Grant Programs Directorate

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the [DHS/FEMA website](#). In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.



For awards by other FEMA offices

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. In order to initiate EHP review of your project(s), you must submit a detailed project description along with supporting documentation. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

2. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

3. Acceptance of Post Award Changes



In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

4. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

5. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by [2 C.F.R. section 200.308](#).

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under [2 C.F.R. section 200.308\(f\)](#) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under [2 C.F.R. section 200.308\(h\)\(5\)](#) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.



You must report any deviations from your FEMA approved budget in the first [Federal Financial Report \(SF-425\)](#) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

6. Indirect Cost Rate

[2 C.F.R. section 200.210\(a\)\(15\)](#) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.



Attachment 3

Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain a file for each Homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

- ☐ Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- ☐ Completed appropriate cost report forms with invoices and proof(s) of payment
- ☐ Audit Findings and Corrective Action Plans
- ☐ Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:

- ☐ Backup documentation, such as bids and quotes.
- ☐ Cost/price analyses on file for review by Federal personnel, if applicable.
- ☐ Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases:

- ☐ Specifications
- ☐ Solicitations
- ☐ Competitive quotes or proposals
- ☐ Basis for selection decisions
- ☐ Purchase orders
- ☐ Contracts
- ☐ Invoices
- ☐ Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

Attachment 4



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe, Jr., Secretary

William C. Ray, Director

MEMORANDUM

TO: Erik Miller – Grants Branch Manager

FROM: Greg Hauser – Communications Branch Manager

SUBJECT: Communications equipment grant requirements

DATE: August 8, 2022

In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the Communications Branch requires that purchases made with U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) federal financial assistance to include the Emergency Management Performance Grant (EMPG), Emergency Management Performance Supplemental Grant (EMPG-S), Emergency Management Performance American Rescue Plan Act Grant (EMPG-ARPA) and the Homeland Security Grant (HSGP) meet the below requirements. The below requirements must also be met for those purchases made with NCEM Capacity Building Competitive Grant (CBCG) funds. Included are the equipment identifiers as listed on the FEMA Authorized Equipment List (AEL) that are allowable.

Radio purchases (06CP-01-BASE, 06CP-01-MOBL, 06CP-01-PORT)

Radio purchases can be classified into three parts: portable (handheld), mobile (vehicular/desktop) or console/consolette (software/infrastructure). These radios must have the following capabilities, i.e., the feature must be purchased and present in the radio:

- Capable of operating on a P25 radio system/network
- Capable of operating in a P25 Phase II (TDMA) environment
- Capable of passing and receiving AES/256-bit encryption
- Capable of utilizing more than one encryption key

Further information is available at:

<https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment>

All radios purchased using the above noted grant sources shall have the VIPER statewide required template in them. This template was approved by the Statewide Interoperability Executive Committee (SIEC) on June 6th, 2021.

If a grant recipient chooses to operate in an encrypted environment, all radios purchased using the above noted grant sources shall follow the SIEC Interoperable Radio Encryption Standard Operating Guideline approved on May 28th, 2020.

If a radio purchase is requested for other, non-P25 networks the following are **NOT** eligible:

Mailing Address:
4236 Mail Service Center
Raleigh, NC 27699-4236
www.ncdps.gov
www.ReadyNC.gov



Office Location:
1636 Gold Star Drive
Raleigh, NC 27607
Phone: 919-825-2500
Fax: 919-825-2685

- Wouxun handheld or mobile radios (multiband)
- Baofeng handheld or mobile radios (multiband)
- Any other wireless device outlined in the Federal Communication Commission's (FCC) "List of equipment and services covered in section 2 of the Secure Networks Act" This list is a result of the passage of *H.R.5515 - John S. McCain National Defense Authorization Act in 2019*. Further information can be found at <https://www.fcc.gov/supplychain/coveredlist>.

Public Alerting Software Platforms (04AP-09-ALRT)

Public alerting software platforms are a means of alerting citizens of emergencies. There are two distinct functions that a software platform provides. There is a citizen sign up option for notifications and a wireless emergency alerting (WEA) function. The WEA function alerts smartphones and devices based on geographic location through the Integrated Public Alert and Warning System (IPAWS). Please make sure the purchasing agency is a North Carolina/FEMA approved public alerting authority (PAA). **If purchasing software, it must be identified on the attached *"List of Alert Software Providers (AOSP) That Have Successfully Demonstrated Their IPAWS Capabilities."***

Voice Gateway Devices (06CP-02-BRDG)

Gateway devices are used to bridge disparate voice sources together to create a single line of communications. This can include radio, voice over IP, smart device application, etc. These devices are **NOT** allowed to be permanently mounted at Public Safety Answering Points (PSAP), tower sites or network rooms to permanently patch disparate radio systems. If a permanent patch is required, written permissions **must** be obtained from all system administrators. Once this is completed, the requestor must obtain approval from the grant's manager through an email. This email should include the Communications Branch Manager and their NCEM Area Coordinator.

If you have any questions, please do not hesitate to contact Greg Hauser at 919-618-0536 or greg.hauser@ncdps.gov

Attachment 5

Subrecipient Monitoring

Subrecipient is subject to monitoring by Recipient in accordance with the provisions of 2 CFR 200.332.

- A. Recipient may assess Subrecipient's risk of noncompliance with applicable laws, rules, regulations, policies and guidelines, and with the terms and conditions of this award, per 2 CFR 200.332(b).
 1. This includes the application and award process when Subrecipient was selected to receive this award, and it continues throughout the life of the award, such as ensuring Subrecipient remains eligible to receive funding as specified in **Funding Eligibility Criteria**.
 2. Subrecipient's prior experience with other grant awards by/through Recipient may also be included in the risk assessment.
 3. Depending on the risk, additional conditions may be imposed on this award at any time per 2 CFR 200.332(c).
 4. Subrecipient's activities may be continually monitored as necessary to ensure that this award is used for authorized purposes and in compliance with all applicable laws, rules, regulations, policies and guidelines, per 2 CFR 200.332(d).
- B. Monitoring will include Recipient reviewing all financial, performance and/or or cost reports - including all requests for reimbursement (and associated invoices and proof of payment) - submitted by Subrecipient as required in this MOA.
 1. Recipient will also review all other documentation required to be submitted by Subrecipient in this MOA, including equipment lists and inventories, after action reports for exercises, training course rosters and descriptions, all contracts and subcontracts executed by Subrecipient with funds from this award, and all project closeout documents.
 2. All documentation required to be retained by Subrecipient in this MOA, including all required Subrecipient file documentation per 2 CFR 200.334, is also subject to review and monitoring by Recipient (see **File Retention**).
 3. Any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements** are also subject to review and monitoring by Recipient.
- C. Any required documentation, reports or requests for reimbursement submitted late, incompletely, inaccurately and/or with discrepancies may elevate the risk status of Subrecipient and cause additional monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).
 1. This includes any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements**.
 2. Failure to timely file complete and accurate audits and reports required under federal and state law may subject Subrecipient to additional monitoring and the full range of remedies for noncompliance specified in **Compliance**.
- D. Any findings or corrective actions identified in Subrecipient audits specifically related to this award may elevate the risk status of Subrecipient and cause additional monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

1. Such audit findings and corrective actions must be appropriately resolved by Subrecipient and are subject to monitoring, follow-up and verification by Recipient.
 2. Recipient may issue a Management Decision for applicable audit findings pertaining specifically to this award per 2 CFR 200.332 and 2 CFR 200.521, in addition to any Management Decisions issued by Subrecipient.
- E. Depending on the risk, Subrecipient monitoring may include, but is not limited to, the following measures: training and technical assistance, site visits, desk reviews, and audits (in addition to the audits specified in **Audit Requirements**).

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Melissa Oleen, Director, RPL
DATE: 1/23/23
SUBJECT: [ROWAN PUBLIC LIBRARY] Approve request to apply to 2023 Margaret C. Woodson Foundation Grant

Rowan Public Library has the opportunity to apply for an Arts Culture & Humanities grant from the 2023 Margaret C. Woodson Foundation Grant Program to support the ongoing collaborative project, "Salisbury Post Morgue Preservation Project." (SPMPP) The SPMPP's objective is to digitize the entirety of the Salisbury Post's "morgue," archival materials belonging to the Salisbury Post, going back 100+ years. The project will increase usability and accessibility of these valuable historical materials to the public, including researchers, historians, and genealogists.

Grant request amount is \$10,000.

Recommendation:

Approve the RPL to apply to 2023 Margaret C. Woodson Foundation Grant Program to support the SPMPP.

ATTACHMENTS:

Description	Upload Date	Type
Application to Margaret C. Woodson Foundation	1/23/2023	Exhibit

☐ Please check the check-box to confirm that you have reviewed your 2023 Margaret C. Woodson Foundation Grant Program application, then click "Submit". You will not be able to update it after it is submitted.

Submit

Cancel & Exit

[Print](#)

Application Summary of: Rowan Public Library | Birkhead, Paul
Program Name: Rowan Public Library

Applicant Summary	
Application Contact Information	
*Salutation:	Mr.
*Contact first name:	Paul
*Contact last name:	Birkhead
*Contact title:	Librarian
*Contact telephone number:	704-216-7737
*Contact email address:	paul.birkhead@rowancountync.gov
*Is the contact person listed above also the executive director of the organization?	No
*Executive Director Salutation:	Mrs.
*Executive director first name:	Melissa
*Executive director last name:	Oleen
Organization Information	

Applicant Summary

The Foundation will conduct due diligence on all submitted applications to determine an organization's eligibility to receive grant funding. As part of this process, please follow the steps outlined below:

1. Click on the data entry field that reads "**Select**", and begin typing your organization name in the box that appears.
2. As you type, the list of organizations will narrow and you can select your organization from the list. If your organization's name includes an "and" or "&", try interchanging these if you are having difficulty finding your organization.
 - **If your organization is found in the list**, please select the name. The current due diligence status will appear - either Due Diligence Complete or Requires Fiscal Sponsor.
 - **If your organization does not appear**, please select **Organization Not Found** from the top of the dropdown list. A status of Due Diligence Required will appear.

Note: If you have received a grant from the Foundation in the past but do not find your name, due diligence renewal may be required. Grantees and/or their fiscal sponsors must be approved eligible organizations in Foundation For The Carolinas' database. The Foundation will begin required due diligence processes once an application is fully submitted. For internal use only, your organizations due diligence status will appear beneath your organization name.

*Organization lookup:	Rowan Public Library - [201 West Fisher Street, Salisbury, NC, 28144] Due Diligence Approval Completed
*Organization legal name:	Rowan Public Library
Organization AKA or DBA name, if applicable:	
*Mailing address:	201 W. Fisher Street
Mailing address line 2	
*Mailing city:	Salisbury
*Mailing state:	North Carolina
*Mailing county:	Rowan

Applicant Summary	
*Mailing zip:	28144
*Organization phone:	704-216-8240
Organization web address:	http://www.rowanpubliclibrary.org
*EIN (please type in the following format: XX-XXXXXXX):	56-1762134
*Attach a copy of your organization's current Board of Directors list:	Board of Trustee Members List 2023 w percentages.pdf

Organization Overview	
<p>Organization Overview</p>	
*Organization mission:	Inspiring the spirit of exploration and the power of imagination, promoting the joy of reading, and supporting the lifelong pursuit of knowledge for all people.
*Organization core services: (100 word max.)	RPL provides free access to materials and information to support the interests, education, careers, passions and life pursuits of people of all ages and abilities. Librarians assist users in locating, accessing and using information technology. Free computer and WiFi access is available. Meeting and study rooms are available for students, tutors, and community groups. Outreach programs deliver materials to nursing homes and nutrition sites, as well as language development programs, childcare centers, and RSSS NC Pre-K classrooms. Copy, fax, and scan services are available. These services meet RPL's vision of a knowledgeable, progressive, diverse, and economically vibrant Rowan.
*Estimated number of volunteers for your organization (specific to your local unit, if applicable).	12

Organization Overview

*Please provide a brief description as to how you engage volunteers to further your mission. (100 word max.)

History Room volunteers have prepared a number of specialized indexes and finding aids over the years which have improved access to and use of a number of historical documents and newspapers. As of June 1, 2022, RPL has four (4) History Room volunteers trained to work specifically on the SPMPP in the Edith M. Clark History Room. These volunteers prepare, process, and scan morgue materials. They are specially trained to perform archival digitization. These scans will result in a one-of-a-kind digital archive researchers, historians, and genealogists can access for decades to come.

Organization Demographic Information

When submitting demographic information please be sure to fill out all fields. Enter "0" for percentage fields that do not apply to your organization, all fields should total 100%. Please respond to the questions to the best of your ability and "approximates" or estimates are acceptable.

Service Population - Use the following percentage fields to describe the overall population your organization serves by race/ethnicity:

Click here if your organization does not collect this information on your service population:

We don't collect this information on our service population

Board of Directors - Use the following percentage fields to describe the race/ethnicity composition of your organization's current Board of Directors:

*How many individuals serve on your organization's Board of Directors?

8

*Asian

0

*Black or African American

0

*Hispanic or Latino

0

*Native American/Alaskan

0

*Native Hawaiian or Other Pacific Islander

0

Organization Overview	
*White, non-Hispanic	100
*Not listed above	0
Click " Calculate " to confirm your Board of Directors percentages total 100.	100.00
Board of Directors - Use the following percentage fields to describe the gender composition of your organization's current Board of Directors:	
*Female	50
*Male	50
*Non-binary	0
*Click " Calculate " to confirm your Board of Directors percentages total 100.	100.00

Organization Overview

*How does your organization go about building racially and culturally diverse representation within your board? Please explain. (150 word max)

RPL strives to build an inclusive and diverse board by making information freely available, utilizing and developing community connections, and providing resources that ensure anyone can apply.

Any Rowan County resident is eligible to serve on the library's Board of Trustees, an advisory board with members appointed by the Rowan County Board of Commissioners. Information about the board, including vacancies, is publicly available, online, year-round at <https://www.rowancountync.gov/699/Advisory-Boards> . Applications are accepted year-round.

Library staff and patrons are informed verbally and through print and digital platforms. Existing and developing partners cultivate future interest, and each RPL branch maintains active outreach in its community to educate about advocacy opportunities. Departing board members are often the best recruiters, as they use the connections they've forged to encourage interest.

To assist all interested applicants, RPL offers public computer labs and trained staff during business hours, with free Wi-Fi available at all branches 24/7.

Leadership/Management Team - Use the following percentage fields to describe the race/ethnicity composition of your organization's current Leadership Team (*Executive Director, CEO, Department Lead or higher*):

Click here if your organization does not have a leadership/management team:

*How many individuals serve on your organization's leadership or management team?

6

*Asian

0

*Black or African American

0

*Hispanic or Latino

0

Organization Overview	
*Native American/Alaskan	0
*Native Hawaiian or Other Pacific Islander	0
*White, non-Hispanic	100
*Not listed above	0
Click " Calculate " to confirm your Leadership Team percentages total 100.	100.00
Leadership/Management Team - Use the following percentage fields to describe the gender composition of your organization's current leadership team:	
*Female	100
*Male	0
*Non-binary	0
*Click " Calculate " to confirm your Leadership Team gender percentages total 100.	100.00
*What is the race/ethnicity of your current or acting Executive Director, CEO or President? Select all that apply.	White
*What is the gender of your current or acting Executive Director, CEO or President?	Female
Staff - Use the following percentage fields to describe the race/ethnicity composition of your organization's current staff:	
Click here if your organization does not have staff:	
*How many individuals are employed full-time and part-time by your organization?	74
*Asian	0
*Black or African American	8
*Hispanic or Latino	3
*Native American/Alaskan	0

Organization Overview	
*Native Hawaiian or Other Pacific Islander	0
*White, non-Hispanic	89
*Not listed above	0
Click "Calculate" to confirm your staff percentages total 100.	100.00
Staff - Use the following percentage fields to describe the gender composition of your organization's current staff:	
*Female	85
*Male	15
*Non-binary	0
*Click "Calculate" to confirm your staff gender percentages total 100.	100.00
Organization Financials	
*Annual operating budget:	\$4,764,928.00
Click here if your organization is new and does not have a budget for the current and/or previous year:	
*Please attach your organization's annual budget for the <u>current</u> fiscal year, including income and expenses. <u>Please DO NOT attach budgets larger than 5 pages.</u>	FY23 Budget.pdf
*Please attach your organization's annual budget for the <u>previous</u> year, including income and expenses. <u>Please DO NOT attach budgets larger than 5 pages.</u>	FY22 Budget.pdf
*Net assets of organization (as reported on 990):	\$0.00
*Does your organization conduct an audit?	Yes
*What is the most recent audit date?	6/30/2022

Organization Overview

*Detail your board's financial commitment to your organization. Please include information describing what percentage of your board members contribute annually. If the percentage is less than 100, please explain. (250 word max)

0% - Rowan Public Library does not track the financial commitments of its Board of Trustees. With that being said, each trustee is a strong supporter of library programs and services. Most donate their time to the library and/or to the Friends of Rowan Public Library organization.

Project Description

Project Overview

*Project title: (8 word max.)

Salisbury Post Morgue Preservation Project (SPMPP)

*Project start date:

10/01/2022

*Project end date:

12/31/2023

*Please select the primary investment area that your project will address (if needed, see list of descriptions for assistance):

Arts Culture and Humanities

*Brief project summary: (50 word max.)

Digitizing the entire Salisbury Post morgue to ensure its preservation and organization while increasing usability and accessibility by the public, including historians, students, and genealogists. Referred to as a 'morgue' by reporters, this unique archive includes 30+ four-drawer file cabinets of brochures, clippings, and photographs going back 100+ years.

*Grant request amount:

\$10,000.00

Target Population and Area

*What is the geographic service area being served, such as neighborhood, county-wide, etc.?

All of Rowan County in addition to library visitors from other counties, states, & countries.

Project Description

RPL is the only public library system in Rowan County. There are no area archives providing the breadth of resources found in its Edith M. Clark History Room. It is one of the deepest genealogical and local history collections in the Southeast with numerous one-of-a-kind manuscript collections going back to the 1700s.

*What makes your organization unique and effective, as compared with other organizations working in your geographic area with similar populations? What is your organization doing to limit duplication or overlapping services? (200 word max.)

This project is a natural collaboration with the Salisbury Post with which the library has a long, well-established relationship. For decades, RPL has been the sole repository of the newspaper, including its predecessors. Staff have created indexes to non-digitized issues with researchers donating copies of their own Post indices. Digitizing and providing access to the morgue collection not only expands the History Room's holdings, but by nature of the existing partnership with the Post, also creates an exclusive platform offering researchers and learners access to one-of-a-kind materials.

If your project was **specifically designed to serve a certain population**, please indicate below (Check all that apply):

*Age group:

Not Age Specific

*Gender:

Not Gender Specific

*Race/Ethnicity:

Not Race/Ethnicity Specific

*Additional populations:

N/A

If you would like to provide additional information concerning the intended audience/constituents of your project, please do so here (250 word max):

The morgue is currently only accessible to Salisbury Post staff and reporters. Digitization will make the morgue publicly accessible at all RPL branches. It will allow for multiple simultaneous access points.

Timeline and Expenses

Project Description

*Describe your project in detail, including proposed timeline, key milestones and dates, where applicable (200 word max).

July 2020. Salisbury Post editor Josh Bergeron contacts RPL Director Melissa Oleen about preserving the newspaper's morgue. Oleen charges librarians Gretchen Witt and Paul Birkhead to develop a project plan including staffing and equipment needs, project timeline, and workflow logistics.

Winter 2022. *Records Loan Agreement* with Salisbury Newsmedia, LLC executed. Preservation work begins, meetings for potential volunteers offered, potential grant funding sources researched.

Spring 2022. Blanche and Julian Robertson Family Foundation Grant of \$50,000.00 awarded to assist with equipment and temporary staffing costs. First scanning station purchased, volunteers begin working, temporary positions posted.

Summer 2022. Recruitment of Temporary positions, additional grant funding sought, Friends of RPL provide a SPMPP specific donation link:
<https://www.friendsofrpl.org/support-us>

Fall 2022 – December 2023. Digitization in full swing, volunteer/temporary staff recruitment and training continues. December 2023 is target month for project completion.

Please use the budget template provided below to detail your **proposed project expenses**. The following are instructions to assist you with submitting your budget:

1. Download and read the **Project Budget Instructions** before completing a budget template.
2. Once you have read the instructions, download the **project budget template**.
3. Complete the budget template as instructed.
4. Save the budget template as a PDF, no other file types will be accepted.
5. Review the PDF document, ensuring all cells and information can be read and understood.
6. **Upload the completed PDF file to your application**

Click the link below to review the project budget instructions:

Click the link below to download a copy of the Project Budget Template:

Note: Keep a copy of your proposed budget for your records. It is helpful if you need to resubmit or make changes throughout the grant program.

*Upload completed project budget:

2023MargaretCWoodsonFoundationGrantProgramBudgetExpenses.pdf

Project Description	
*Total project budget:	\$227,773.00
<p>*Detail your project expenses, specifically how grant funds will be used. (200 word max.) <i>(Note: Grants are one year in duration and grant funds cannot be used for expenses incurred prior to grant award decisions.)</i></p>	<p>Project expenses are for two significant needs:</p> <ol style="list-style-type: none"> 1. Increase staff available to work on the project thereby reducing the amount of time it takes to complete the project. Librarians estimate the project will entail 19,000+ hours of scanning. Based on library staff availability to assist with this project, it would take a <i>minimum</i> of five years to complete without the ability to hire temporary staff to work solely on this project. 2. Secure modern scanning equipment to reduce the amount of time it takes to perform an archival quality scan which will allow work to be done more quickly and efficiently. The more scanning stations available for volunteers and staff, the more quickly the project can be completed. After the project said scanners will be available for other digitization projects in the History Room. <p>Funding from the Margaret C. Woodson Foundation would be applied to continue the salaries of the SPMPP's temporary part-time associates and librarians. Currently, two PT librarians and nine PT associates are employed thanks to grant funds. A grant award from the MCWF will help ensure the continuation of their employment and their scanning progress after the current grant monies run out.</p>
Additional Project Details	
*Will participants pay to engage in the program?	No
*Do you need licensing, zoning or other regulatory approval to conduct the project?	No
*Is your organization working in partnership with one or more organizations on this project?	Yes

Project Description

*Please list all community partners and describe their role in the project. (100 word max.)

Salisbury News Media, LLC (owns the Salisbury Post) is providing the library access to the morgue and permission to remove morgue materials for digitization, and publishing feature articles about the progress of the project in the Salisbury Post.

Friends of Rowan Public Library (a 501(c)(3) organization) have donated funds for the project and established a donation link on their website www.friendsofrpl.org/support-us to raise funds for the project.

*Please attach letters from each partner confirming their commitment and participation in this project. (Note: Letters must be uploaded as one document.)

LTRS of SPPRT for MCWF.pdf

Results Description

*What results are you committed to achieving during the grant period? What metrics will you use to evaluate whether your project is successful? (300 words max.)

RPL is committed to having morgue contents completely scanned, enhanced, and full-text searchable by December 2023 with a copy of the entire digitized collection provided to the Post.

Each library branch will provide public access to it with printing available at a nominal cost. Success will be evaluated upon public access usage and usability by Post reporters.

As copyright laws cease to apply to morgue materials, RPL will continue to collaborate with the Post to make morgue content open access via the internet.

*How many participants will you serve?

250000

What percentage of participants do you expect to achieve the results (enter a value up to 100% include the percentage sign in your response)?

100%

Results Description

Explain how you arrived at the numbers above (50 word max.):

RPL's service population is 140,000. It is projected to have 186,500 visitors in FY23 (current monthly average is 15,500). Online patrons from around the world access RPL's digital resources. The *Salisbury Post* has seven FT employees who will regularly use the digitized morgue.

*Who is leading this initiative and what are their qualifications? What factors in their leadership most predict success? (100 word max.)

Edith M. Clark History Room Supervisor
Gretchen Witt and Librarian Paul Birkhead.

Witt has a Master's Degree in Library Science and 15+ years' experience as a librarian, archivist, and supervisor. She has overseen the creation/transfer of several online exhibits.

Birkhead has a Master's Degree in Library Science and 17+ years' experience as a reference librarian. He regularly contributes to and assists Witt with History Room online exhibits and finding aids.

Both worked on RPL's North Carolina Public Library Directors Association Award-winning project "Through a Soldier's Eyes: Remembering Vietnam." Their combined experience qualifies them to lead this project.

Results Description

*What have you achieved in the past three years that contributes to your organization's success? (200 word max)

Witt and Birkhead's collaborations to digitize materials and make them available via the History Room's Omeka site have been successful, a factor that predicts a good outcome for the SPMPP.

Together, they ensured that the McCubbins Collection, known for extensive genealogical information, was accessible digitally. In 2020, they successfully migrated the digitized Buerbaum Postcard Collection from an older web platform.

They collaborate well on research projects and presentations, including a presentation on Rowan County and the Spanish Flu prepared for the County Manager and County Directors in June 2020. The presentation has since been made public on YouTube.

Submittal Page

Certification

*Do you certify that the executive director and board of directors have approved submittal of this grant request?

Yes

*Do you certify that all information provided is accurate to the best of your knowledge, and the project and schedule as presented will be adhered to?

Yes

*Title of representative requesting grant:

Librarian

*Signature of representative requesting grant:

Paul Birkhead 1/08/2023 2:00 PM

To submit your application, return to your dashboard and click the "**Final Review and Submit**" button located at the upper-right corner. No additions or corrections to the application are allowed once it has been submitted.

Document Title

Question

Size (KB)

Date Upload

Board of Trustee Members List 2023 w percentages.pdf	AS Attach 501c3 Board List	149.93	1/10/2023 2:08 P
FY22 Budget.pdf	Organizations annual budget for the previous year	2176.21	1/07/2023 2:45 P
FY23 Budget.pdf	Organizations current annual budget	2975.86	1/07/2023 2:45 P
LTRS of SPPRT for MCWF.pdf	Partner Letter	1335.27	1/13/2023 11:18 .
2023MargaretCWoodsonFoundationGrantProgramBudgetExpenses.pdf	Project budget upload	44.24	1/13/2023 8:22 P

☐

Please check the check-box to confirm that you have reviewed your 2023 Margaret C. Woodson Foundation Grant Program application, then click "Submit". You will not be able to update it after it is submitted.

Submit

Cancel & Exit



RPL Board of Trustees

2023

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Dale Basinger

Male
White

Mike Caskey

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Betty Mickle - Co Chair

Female
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Vacant

Gary Freeze - Chair

Male
White

Jennifer Nicholson

Female
White

Pam Bloom

Female
White

Jenny Hubbard

Female
White

Jody Taylor

Male
White

Project Budget Template

Rowan Public Library

SECTION ONE: PROJECTED INCOME		
Funding Sources	Amount	Are Funds Requested or Committed?
This Grant Program	\$ 10,000.00	Requested
Blanche & Julian Robertson Family Foundation Grant	\$ 50,000.00	Committed
State Library of North Carolina Aid to Public Libraries Fund	\$ 6,000.00	Committed
RPL History Room Gift Fund	\$ 3,700.00	Committed
Cannon Foundation Grant	\$ 25,000.00	Committed
2022 Salisbury-Rowan Community Foundation Grant Program	\$ 3,500.00	Requested
Donations from Friends of RPL and RPL Foundation	\$ 10,000.00	Requested
Donations from local organizations and individuals - anticipated	\$ 119,573.00	Requested
Total Income	\$ 227,773.00	
SECTION TWO: PROJECTED EXPENSES		
Expense Item	Amount	Amount from This Grant Program
Funding for temporary part-time associates and librarians	\$ 199,303.00	\$ 10,000.00
Five Large-Format Flatbed Scanners	\$ 16,995.00	\$ -
Five Windows Laptops	\$ 6,245.00	\$ -
Six High-Capacity Mobile Storage Devices	\$ 1,380.00	\$ -
Five Flat Shelf Book Trucks	\$ 2,850.00	\$ -
Archival Supplies	\$ 1,000.00	\$ -
	\$ -	\$ -
	\$ -	\$ -
Total Expenses	\$ 227,773.00	\$ 10,000.00

Note: The total income (B14) must match the total expenses (B26).

If necessary, please include any clarifying information about the project budget.

Note: The Foundation recognizes circumstances may change over the life of a grant. Therefore, anticipated deviations from any line item of this budget requires a request for reallocation of funds. Please submit reallocation requests in writing to the Foundation for approval prior to spending remaining funds.



Rowan County NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 20231 FY2022-2023 REGULAR BUDGET										FOR PERIOD '99	
ACCOUNTS FOR:											
GENERAL FUND	2021 ACTUAL	2022 ORIG BUD	2022 REVISED BUD	2022 ACTUAL	2022 PROJECTION	2023 MANAGER	COMMENT				
115550 520030 401K CONTR	1,440.87	1,566.00	1,566.00	1,463.05	1,566.00	1,738.00					
115550 550007 COST P COP	.00	.00	.00	.00	.00	200.00					
115550 558000 TRAVEL	210.70	800.00	800.00	198.34	800.00	800.00					
115550 559000 TRAINING	68.94	600.00	600.00	.00	600.00	600.00					
115550 561005 OFFICE SUP	313.51	1,000.00	1,000.00	773.37	1,000.00	1,000.00					
115550 582025 20020 DISASTRELI	64,199.15	.00	.00	.00	.00	.00					
115550 584008 ADLT DAYC	.00	48,821.00	63,266.00	.00	48,821.00	63,265.00					
115550 584016 MEALSWHEELS	62,962.00	74,962.00	74,962.00	74,962.00	74,962.00	125,000.00					
115550 585008 HCCBG-AG	461,768.00	408,639.00	423,639.00	358,536.00	408,639.00	423,639.00					
115550 585010 GRT MATCH	198,566.00	199,223.00	200,889.00	199,223.00	199,223.00	200,889.00					
115550 590061 MGMT IS MA	565.42	1,200.00	1,200.00	644.81	1,200.00	1,200.00					
115550 591044 APP HOLMES	83,530.00	83,530.00	83,530.00	83,530.00	83,530.00	83,350.00					
TOTAL SENIOR SERVICES-HCCBG	941,235.64	892,809.00	924,469.00	787,730.24	892,809.00	983,606.00					
TOTAL SENIOR SERVICES	941,235.64	892,809.00	924,469.00	787,730.24	892,809.00	983,606.00					
5580 VETERAN SERVICES											
115580 VETERAN SERV EXPENDITURES	127,128.80	146,998.00	148,766.00	139,600.96	146,998.00	192,202.00					
115580 510005 SAL-REG	1,695.89	.00	.00	.00	.00	.00					
115580 510005 20002 SAL-REG	.00	16,000.00	16,000.00	2,799.37	.00	.00					
115580 510015 SAL-PT	32,896.50	32,760.00	32,760.00	30,985.50	32,760.00	36,000.00					
115580 520005 HLTH INSUR	1,831.12	2,093.00	2,165.00	2,039.13	2,093.00	2,350.00					
115580 520015 MEDI TAX	13,231.34	15,335.00	16,974.00	15,928.05	15,335.00	19,930.00					
115580 520015 RETIREMENT	7,829.57	8,921.00	9,258.00	8,718.95	8,921.00	10,043.00					
115580 520020 SS TAX	640.49	827.00	827.00	698.47	827.00	949.00					
115580 520025 WKER COMP	3,864.81	4,413.00	4,413.00	4,188.02	4,413.00	4,912.00					
115580 520030 401K CONTR	-876.05	.00	.00	.00	.00	.00					
115580 520040 COVID-BENE	876.05	.00	.00	.00	.00	.00					
115580 520040 COVID-BENE	551.65	800.00	800.00	698.87	800.00	800.00					
115580 550007 COST P COP	451.49	2,000.00	1,000.00	925.53	2,000.00	2,060.00					
115580 553005 TELEPHONE	.00	50.00	50.00	.00	50.00	50.00					
115580 557000 POSTAGE	45.08	6,400.00	6,400.00	1,410.28	6,400.00	7,500.00					
115580 558000 TRAVEL	1,100.00	450.00	450.00	.00	450.00	450.00					
115580 559000 TRAINING	.00	100.00	100.00	.00	100.00	100.00					
115580 561000 P-CARD	551.78	1,600.00	1,600.00	696.26	1,600.00	1,600.00					
115580 561005 OFFICE SUP	1,347.00	3,600.00	3,600.00	1,347.00	3,600.00	3,600.00					
115580 561089 SOFTWARE L	84.99	1,700.00	1,700.00	.00	1,700.00	1,700.00					
115580 561095 OTH SM EQP	.00	600.00	600.00	100.00	600.00	600.00					
115580 564050 DUES&SUBS	193,250.51	244,647.00	247,463.00	210,136.39	228,647.00	283,646.00					
TOTAL VETERAN SERV EXPENDITURES	193,250.51	244,647.00	247,463.00	210,136.39	228,647.00	283,646.00					
TOTAL VETERAN SERVICES	193,250.51	244,647.00	247,463.00	210,136.39	228,647.00	283,646.00					
6100 LIBRARY DEPARTMENT											
115610 LIBRARY EXPENDITURES	1,298,980.73	1,623,805.00	1,623,805.00	1,303,167.62	1,623,805.00	1,961,983.00					
115610 510005 SAL-REG											



Rowan County NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2023L FY2022-2023 REGULAR BUDGET FOR PERIOD 99

ACCOUNTS FOR:		2021	2022	2022	2022	2022	2022	2022	2023
GENERAL FUND		ACTUAL	ORIG BUD	REVISED BUD	ACTUAL	PROJECTION	MANAGER	COMMENT	
1156110	564092	149.76	150.00	150.00	149.05	150.00	150.00		
1156110	575090	14,668.05	60,000.00	96,756.00	95,866.00	60,000.00			
1156110	576030	2,710.00	.00	4,884.00	4,884.00	.00			
1156110	582008	.00	250.00	250.00	199.39	250.00			
1156110	583000	14,603.52	15,000.00	15,000.00	14,476.04	15,000.00	15,000.00		
1156110	585073	.00	.00	36,000.00	33,328.00	.00			
1156110	590002	1,134.69	5,000.00	5,000.00	2,581.91	5,000.00	5,000.00		
1156110	590008	1,118.80	3,500.00	3,350.00	1,547.12	3,500.00	3,500.00		
TOTAL LIBRARY EXPENDITURES		2,791,205.66	3,578,440.00	3,633,592.00	2,961,644.19	3,578,440.00	4,001,760.00		
1156115	LIBRARY DONATIONS EXPENSE								
1156115	561095	.00	.00	4,671.00	4,670.40	.00	.00		
1156115	564060	48,375.00	.00	.00	.00	.00	.00		
1156115	576030	.00	.00	12,022.00	7,861.89	.00	.00		
1156115	582035	10,230.00	.00	25,753.00	5,353.69	25,753.00	.00		
TOTAL LIBRARY DONATIONS EXPE		58,605.00	.00	42,446.00	17,885.98	25,753.00	.00		
TOTAL LIBRARY DEPARTMENT		2,849,810.66	3,578,440.00	3,676,038.00	2,979,530.17	3,604,193.00	4,001,760.00		
6200	PARKS AND RECREATION DEPT								
1156230	PARKS ADMIN EXPENDITURES								
1156230	510005	362,080.23	396,950.00	495,368.00	453,530.49	396,950.00	444,402.00		
1156230	510010	55.93	.00	.00	.00	.00	.00		
1156230	510015	102,485.00	211,500.00	211,500.00	201,085.59	211,500.00	272,550.00		
1156230	520005	86,758.34	87,360.00	87,360.00	76,258.00	87,360.00	96,000.00		
1156230	520010	6,562.88	8,933.00	10,363.00	9,257.00	8,933.00	10,794.00		
1156230	520015	37,588.51	44,541.00	54,601.00	43,633.11	44,541.00	53,556.00		
1156230	520020	28,008.19	38,336.00	44,446.00	39,581.21	38,336.00	43,034.00		
1156230	520025	7,730.21	11,678.00	13,948.00	11,004.24	11,678.00	14,210.00		
1156230	520030	10,948.28	12,806.00	15,766.00	11,014.30	12,806.00	13,217.00		
1156230	532046	11,143.50	18,000.00	18,000.00	16,530.00	18,000.00	20,000.00		
1156230	534030	7,593.01	12,000.00	12,000.00	5,812.59	12,000.00	18,000.00		
1156230	534050	1,681.00	2,000.00	2,000.00	1,709.00	2,000.00	2,000.00		
1156230	542020	8,527.23	12,000.00	12,000.00	11,990.25	12,000.00	12,000.00		
1156230	543005	6,865.05	20,000.00	18,275.00	16,924.21	20,000.00	19,000.00		
1156230	543015	4,974.30	5,000.00	6,000.00	5,991.99	5,000.00	5,000.00		
1156230	543020	1,466.87	2,500.00	2,500.00	2,052.44	2,500.00	19,277.00		
1156230	543025	644.45	900.00	900.00	870.05	900.00	1,000.00		
1156230	543040	612.34	1,000.00	1,000.00	968.34	1,000.00	1,000.00		
1156230	543046	140.54	1,000.00	1,000.00	998.19	1,000.00	1,000.00		
1156230	543047	140.90	500.00	500.00	493.46	500.00	500.00		



Rowan County NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 20221 FY2021-2022 REGULAR BUDGET										FOR PERIOD 99
ACCOUNTS FOR:										
GENERAL FUND	2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2021 ACTUAL	2021 PROJECTION	2022 APPROVED	2022 COMMENT			
TOTAL VETERAN SERV EXPENDITURE	191,181.69	212,714.00	216,714.00	193,250.51	.00	244,647.00				
TOTAL VETERAN SERVICES	188,999.91	209,714.00	213,714.00	191,166.64	.00	241,647.00				
6100 LIBRARY DEPARTMENT										
LIBRARY REVENUES										
1146110 LIB FED AD	-16,054.38	.00	.00	.00	.00	.00				
1146110 431083 DIS REIMB	-1,744.31	.00	.00	.00	.00	.00				
1146110 434069 LIB STATE	-173,964.00	-173,964.00	-173,569.00	-173,569.00	.00	-173,964.00				
1146110 451002 LIB FINES	-31,234.11	-40,000.00	-40,000.00	-14,849.82	.00	-40,000.00				
1146110 453060 LIB FEES	-34,199.43	-40,000.00	-40,000.00	-17,138.56	.00	-40,000.00				
1146110 489010 LIB MISC	-3,709.45	-5,000.00	-5,000.00	-4,507.51	.00	-5,000.00				
TOTAL LIBRARY REVENUES	-260,905.68	-258,964.00	-258,569.00	-210,064.89	.00	-258,964.00				
LIBRARY DONATIONS REVENUE										
1146115 LIBRARY DONATIONS	-5,267.67	.00	-59,343.00	-68,641.72	.00	.00				
1146115 464100 REST DONAT	.00	.00	-19,877.00	.00	.00	.00				
1146115 495010 APP FB-RES	.00	.00	.00	.00	.00	.00				
TOTAL LIBRARY DONATIONS REVE	-5,267.67	.00	-79,220.00	-68,641.72	.00	.00				
LIBRARY EXPENDITURES										
1156110 LIBRARY EXPENDITURES	1,363,255.65	1,590,492.00	1,590,492.00	1,298,980.73	.00	1,623,805.00				
1156110 510005 SAL-REG	9,493.42	.00	11,200.00	54,207.43	.00	.00				
1156110 510005 20002 SAL-REG	148,059.23	180,000.00	180,000.00	110,649.34	.00	200,000.00				
1156110 510015 SAL-PT	388,154.00	383,440.00	424,440.00	420,238.00	.00	480,480.00				
1156110 520005 HLTH INSUR	29,050.00	29,880.00	32,760.00	32,760.00	.00	32,760.00				
1156110 520008 RETIRE HI	20,757.80	25,618.00	25,618.00	19,882.92	.00	26,292.00				
1156110 520010 MEDI TAX	124,324.41	156,783.00	156,783.00	138,946.48	.00	167,817.00				
1156110 520015 RETIREMENT	88,669.89	109,245.00	109,245.00	84,617.26	.00	112,250.00				
1156110 520020 SS TAX	8,605.58	11,436.00	11,436.00	8,463.54	.00	18,111.00				
1156110 520025 WKER COMP	38,046.08	47,735.00	47,735.00	39,922.13	.00	48,735.00				
1156110 520030 401K CONTR	-4,601.28	.00	.00	-29,801.69	.00	.00				
1156110 520040 COVID-BENE	4,601.28	.00	3,430.00	29,801.69	.00	.00				
1156110 520040 20002 COVID-BENE	392.50	730.00	730.00	412.90	.00	730.00				
1156110 532046 SECURITY	31,167.17	36,500.00	36,500.00	34,937.22	.00	36,500.00				
1156110 533001 CONTR SERV	47,082.48	58,000.00	58,000.00	46,377.46	.00	58,000.00				
1156110 533006 CATAL&PROC	7,750.00	.00	.00	.00	.00	.00				
1156110 533013 CLEANING	1,039.79	1,500.00	1,500.00	1,336.17	.00	1,500.00				
1156110 534009 BINDING	33,478.25	52,565.00	49,419.00	41,985.35	.00	68,700.00				
1156110 54030 TECH-S&M	7,840.09	14,000.00	14,000.00	6,618.00	.00	14,000.00				
1156110 541040 US-WATER	1,176.00	1,500.00	1,500.00	1,107.36	.00	1,500.00				
1156110 541042 US-STRM WT					.00	1,500.00				



Rowan County

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 20221 FY2021-2022 REGULAR BUDGET										FOR PERIOD 99	
ACCOUNTS FOR:											
GENERAL FUND	2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2021 ACTUAL	2021 PROJECTION	2022 APPROVED	2022 COMMENT				
1156110 543005 R&M-BLDG	121,238.56	57,000.00	59,680.00	58,237.10	.00	47,000.00					
1156110 543015 R&M-EQUIP	441.28	1,000.00	2,766.00	2,744.26	.00	1,000.00					
1156110 543020 R&M-VEHIC	1,273.40	3,000.00	1,700.00	1,615.13	.00	3,000.00					
1156110 543055 R&M-PHONE	15.49	.00	.00	.00	.00	.00					
1156110 544020 RENT-L&B	7,800.00	9,360.00	9,360.00	9,360.00	.00	9,360.00					
1156110 550007 COST P COP	8,094.18	15,000.00	15,000.00	6,084.20	.00	15,000.00					
1156110 553005 TELEPHONE	7,539.85	13,000.00	13,000.00	8,029.93	.00	14,600.00					
1156110 554000 ADVERTISING	962.62	1,000.00	1,000.00	645.00	.00	1,000.00					
1156110 555000 PRINTING	3,644.83	3,500.00	3,500.00	3,456.47	.00	3,500.00					
1156110 557000 POSTAGE	7,346.21	10,000.00	10,000.00	4,749.32	.00	8,000.00					
1156110 558000 TRAVEL	6,749.43	4,500.00	4,500.00	1,685.46	.00	6,500.00					
1156110 559000 TRAINING	2,442.97	1,100.00	1,100.00	1,056.53	.00	2,100.00					
1156110 561000 P-CARD	.00	8,600.00	8,600.00	.00	.00	8,600.00					
1156110 561003 PROG MISC	368.75	400.00	400.00	397.72	.00	400.00					
1156110 561005 OFFICE SUP	14,560.09	12,000.00	12,000.00	11,411.98	.00	12,000.00					
1156110 561030 JANT'L-SUP	14,328.18	10,000.00	10,000.00	9,910.26	.00	13,000.00					
1156110 561037 LIBRA SUPP	16,747.74	10,000.00	10,000.00	9,992.60	.00	10,000.00					
1156110 561085 VEHICLE SU	830.70	750.00	750.00	740.31	.00	750.00					
1156110 561095 OTH SM EQP	10,452.19	.00	.00	.00	.00	6,000.00					
1156110 562005 ELECTRICITY	108,558.89	135,000.00	135,000.00	87,622.31	.00	135,000.00					
1156110 562020 FUEL&LUBIC	2,233.34	5,500.00	5,500.00	1,800.67	.00	11,000.00					
1156110 562025 NATRAL GAS	22,706.29	32,810.00	32,810.00	27,494.97	.00	40,000.00					
1156110 564005 AUD-VISUAL	34,942.29	25,000.00	24,605.00	24,548.52	.00	25,000.00					
1156110 564010 BOOKS	197,656.59	162,500.00	162,500.00	162,225.92	.00	160,000.00					
1156110 564040 E-RESOURCE	34,898.28	47,000.00	47,000.00	40,678.19	.00	47,000.00					
1156110 564050 DUES&SUBS	1,284.99	1,700.00	1,700.00	1,488.99	.00	1,700.00					
1156110 564060 MICROFILM	4,892.75	5,000.00	5,000.00	1,905.00	.00	5,000.00					
1156110 564070 PERIODICAL	15,235.35	15,850.00	15,850.00	12,664.38	.00	16,850.00					
1156110 564092 OTHR A/YA	149.60	150.00	150.00	149.76	.00	150.00					
1156110 575035 C/A-VECHL	23,878.61	.00	.00	.00	.00	.00					
1156110 575090 C/A-FU&EQP	.00	14,811.00	14,811.00	14,668.05	.00	60,000.00					
1156110 576030 F/A-F&EQUI	15,556.74	2,710.00	2,710.00	2,710.00	.00	.00					
1156110 582008 EMPL RET	118.71	125.00	125.00	.00	.00	250.00					
1156110 582025 20007 DISASTRELI	1,744.31	.00	.00	.00	.00	.00					
1156110 583000 PROG ACTIV	19,409.59	15,000.00	15,000.00	14,603.52	.00	15,000.00					
1156110 585073 LSTA GRANT	20,869.53	.00	.00	.00	.00	.00					
1156110 590002 BNK-CC FEE	1,665.81	5,000.00	5,000.00	997.00	.00	5,000.00					
1156110 590008 SALES&USE	2,242.86	3,500.00	3,500.00	1,118.80	.00	3,500.00					
TOTAL LIBRARY EXPENDITURES	3,081,223.34	3,331,290.00	3,389,405.00	2,866,234.64	.00	3,578,440.00					
1156115 LIBRARY DONATIONS EXPENSE	.00	.00	48,375.00	48,375.00	.00	.00					
1156115 564060 MICROFILM	6,424.93	.00	.00	.00	.00	.00					
1156115 575090 C/A-FU&EQP											

Margaret C. Woodson Foundation Grant

c/o Foundation for the Carolinas

217 South Tryon Street

Charlotte, North Carolina 28202

January 9, 2023

RE: Salisbury Post Morgue Preservation Project

Dear Grant Committee:

The Salisbury Post fully endorses Rowan Public Library's *Salisbury Post* Morgue Preservation Project.

We embrace the project's mission: to support the lifelong pursuit of knowledge for all people. This ambitious preservation project will enable present and future generations to study Rowan County history, politics, sports, arts, and culture through the lens of its long-standing local newspaper, specifically its reporters' research archive, aka "The Morgue."

Salisbury Post is partnering with the library on this project in two ways. We are providing access to the physical "morgue" materials. We have also provided PR by printing articles about the progress of the project in the Salisbury Post.

Thank you kindly for considering the library's grant application.

Sincerely,

A handwritten signature in cursive script, appearing to read "Paris Goodnight".

Paris Goodnight, Editor
Salisbury Post

Margaret C. Woodson Foundation
c/o Foundation for the Carolinas
217 South Tryon Street
Charlotte, North Carolina 28202

January 9, 2023

RE: Salisbury Post Morgue Preservation Project

Dear Grant Committee:

The Friends of Rowan Public Library fully endorses Rowan Public Library's *Salisbury Post* Morgue Preservation Project.

We embrace the project's mission: to support the lifelong pursuit of knowledge for all people. This ambitious preservation project will enable present and future generations to study Rowan County history, politics, sports, arts, and culture through the lens of its long-standing local newspaper, specifically its reporters' research archive, also known as "The Morgue."

The Friends of RPL is partnering with the library on this project in two ways. We purchased a scanner in August for the project so as to increase productivity and the number of staff and volunteers who can simultaneously work on the project. Through our website, we have established an online donation link, www.friendsofrpl.org/support-us, which allows donors to direct 100% of their contributions straight to the *Salisbury Post* Preservation Project.

Thank you kindly for considering the library's grant application.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Hubbard", with a stylized flourish at the end.

Jennifer Hubbard
President
Friends of RPL Board of Directors

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Director Grants Admin/Govt Rel.; Don Bringle, Director to Parks & Rec.
DATE: 1/23/23
SUBJECT: [GRANT AGREEMENT] Request to execute grant documents for Rowan Wild from NCDNCR

Rowan County Nature & Wildlife Center ("Rowan Wild") has received a directed grant award (appropriation) from the NC General Fund in the amount of \$75,000. The award is administered by the North Carolina Department of Natural & Cultural Resources. The performance period is 7/1/2022 to 6/30/2023.

Recommendation:

Approve acceptance of these funds by approving the County Manager and Finance Director to execute the grant documents and Request for Payment forms.

ATTACHMENTS:

Description	Upload Date	Type
NCDNCR Grant Agreement	1/23/2023	Exhibit
Request for Payment	1/23/2023	Exhibit

Grant Contract

This Contract is hereby entered into by and between the North Carolina Department of Natural and Cultural Resources (the "Agency") and County of Rowan (of which the Rowan County Nature Center and Wildlife Adventures is a department thereof), a unit of local government (the "Grantee") (referred to collectively as the "Parties"). The Grantee's federal tax identification number is 56-6000336.

This Contract consists of the following documents:

- 1) The General Terms and Conditions
- 2) The Scope of Work, description of services (Attachment A)
- 3) The line item budget (Attachment B)
- 4) Notice of Certain Reporting and Audit Requirements (Attachment C)

These documents constitute the entire agreement and "Contract" between the Parties and supersede all prior oral or written statements or agreements. The awarding of this grant is subject to allocation and appropriation of funds to the Agency for the purposes set forth in the contract.

General Terms and Conditions

DEFINITIONS

Except as otherwise provided in the Contract documents, the terms below shall have the following meanings in this Contract.

"Agency" means the North Carolina Department of Natural and Cultural Resources.

"Audit" means an examination of records or financial accounts to verify their accuracy.

"Certification of Compliance" means a report provided by the Grantee to the Agency that states that the Grantee has met the reporting requirements established by this Contract and included as a statement of certification by the Agency as part of the Grantee reporting package.

"Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

"Contract" means a legal instrument that is used to document a relationship between the Agency and the Grantee.

"Fiscal Year" means the annual operating year of the non-State entity.

"Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

"Grant" means financial assistance provided by a State agency to an eligible grantee to carry out activities identified in the Grant Contract.

"Grantee" means an entity that receives State financial assistance.

"Local Government" has the meaning in G.S. 159-7(15)

"Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).

"Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.

"State financial assistance" means State funds disbursed as a grant, cooperative agreement, non-cash contribution, food commodities, or direct appropriation to a grantee or subrecipient as defined in this Contract.

"Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are disbursed as financial assistance to other organizations.

"Subrecipient" means a non-State entity that receives State financial assistance from a Grantee to carry out part of a State program; but does not include an individual that is a beneficiary of such program.

TERMS AND CONDITIONS

1. **Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.
2. **Grantee's Duties:** The Grantee shall complete and submit to the Agency the "REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND" form, created by North Carolina's Office of State Budget and Management (OSBM), including the required enclosures.

The Grantee shall provide the services as described in Attachment A, Scope of Work and Description of Services and in accordance with the approved budget in Attachment B. The Grantee may make line item adjustments of less than ten percent (10%) for budgeted expenditures without prior approval from the Agency, except if the adjustment would exceed the total grant amount. For line item adjustments of ten percent (10%) or more for budgeted expenditures, the Grantee shall submit a written request for approval to the Agency and include a justification for the adjustment. Line item adjustments requiring approval shall be effective only upon a dually executed amendment between the parties, in accordance with Paragraph 21 of this Agreement. Amendments executed under this Paragraph shall include the new line item adjustment(s) (Attachment B) and any changes in the Scope of Work and Description of Services (Attachment A) related to the duties and services affected by the line item adjustment. An amendment that fails to comply with the requirements of this Paragraph shall not be binding upon the

parties. A violation of this Paragraph shall constitute a material breach and shall entitle the non-breaching party to all rights and actions available to it under the law.

In addition, the Grantee shall maintain all grant records for a period of five years or until all audit exceptions have been resolved, whichever is longer.

3. **Agency Duties:** Grants shall be paid at the direction of the Director of State Budget. The total amount paid by the Agency to the Grantee under this Contract is **\$75,000.00**. Contracts of \$100,000 or more to or for the use of the Grantee shall be made in quarterly or monthly payments, in the discretion of the Director of the Budget. The Agency may provide monitoring and oversight through a combination of periodic e-mails, calls, visits, and review of reports, invoices and deliverables.
4. **Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.
5. **Key Personnel:** The Grantee shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel are those specified in Paragraph 34 of this Contract.
6. **Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Agency, the Agency may:
 - (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
 - (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.
7. **Beneficiaries:** Except as otherwise provided herein, this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
8. **Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee.
9. **Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days' written notice to the other Party, or as otherwise provided by law. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property. If the Contract is terminated by the Agency as provided herein, the

Grantee shall be paid for services satisfactorily completed, less payment or compensation previously made. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Contract.

10. **Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Contract. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this Contract, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Grantee, the State may procure the services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Grantee under this Contract, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Contract and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

11. **Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.
12. **Availability of Funds:** The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.
13. **Force Majeure:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
14. **Survival of Promises:** Except as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date.

15. **Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.
16. **Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.
17. **Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
18. **Equal Employment Opportunity:** The Grantee shall comply with all federal and State laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
19. **Access to Persons and Records:** The State Auditor and the Agency Internal Auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. §. 147-64.7. The Grantee shall retain all records for a period of five years following completion of the Contract. Additionally, as the State funding authority, the Agency shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.
20. **Record Retention:** Records created or obtained under this Contract shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
21. **Amendment:** This Contract may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Agency and duly executed by an authorized representative of the Agency and the Grantee.
22. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.
23. **Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the Contract and should not be used to construe the meaning of any text or content thereof.

24. **Certification Regarding Collection of Taxes:** N.C.G.S. § 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of N.C.G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Grantee certifies that it and all of its affiliates (if any) collect all required federal, State and Local taxes.
25. **Sales/Use Tax Refunds:** If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
26. **Travel Expenses:** Travel expenses shall not be reimbursed in the performance of this Contract. If travel is necessary in the performance of this Contract, it shall be included in the approved project budget and narrative.
27. **Entire Agreement:** This Contract and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Contract and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
28. **By N.C.G.S. §133-32,** it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies. This prohibition covers those vendors and contractors who:
- (1) have a contract with a government agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.
- The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Contract.
29. **Effective Period:** This Contract shall be effective upon signature by all Parties to this Contract. The Grantee shall expend all funds granted to it under this Contract on or after July 1, 2022 and on or before June 30, 2023, in furtherance of the Scope of Work in **Attachment A** and in accordance with the Line Item Budget and Narrative in **Attachment B**.
30. **Conflict of Interest Policy:** Grantees shall have on file with the Agency a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds.

31. **Requirements:** This Contract is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment C).

The Grantee must ensure that grant funds dispersed under this Contract are audited in compliance with State and federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.

32. **Disbursements:** As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Ensure sufficient account coding information to provide for tracking of grant funds through the Grantee's accounting system;
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to ensure that all account balances are solvent and reconcile the account monthly.

33. **Outsourcing/Assignability/Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Contract. Furthermore, any subrecipient must agree to abide by the standards contained in this Contract and to provide all information to allow the Grantee to comply with these standards.

34. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other Party within 30 calendar days of such change.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name	Darrell D. Stover	Name	Darrell D. Stover
Title	Head of NC Science Museums Grant Program	Title	Head of NC Science Museums Grant Program
Agency	NC Museum of Natural Sciences 11 West Jones Street Raleigh, NC 27601	Agency	NC Museum of Natural Sciences 11 West Jones Street Raleigh, NC 27601
Telephone	919-707-9963		
Fax	919-715-5161		
Email	darrell.stover@naturalsciences.org		

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
NAME TITLE GRANTEE NAME ADDRESS Tel Fax Email	

35. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

[THIS SPACE INTENTIONALLY LEFT BLANK]

In Witness whereof, the Grantee and the Agency have executed this Contract in duplicate originals, with one original being retained by each Party.

County of Rowan

Signature of Authorizing Official

Date

Printed Name

Title

[CORPORATE SEAL] – (optional)

North Carolina Department of Natural and Cultural Resources

Jeff Michael, Deputy Secretary

Date

North Carolina Source of Funds:

Account Code: 536G49

Attachment A
Scope of Work

Upon receipt of NCSMG funds, Rowan Wild will utilize these to maintain a live animal collection and enhance their habitats, as well as increasing and updating our inclusivity with signage to offer multiple languages and ADA accessibility throughout Rowan Wild. In addition to our live animal collection, staff will provide educational experiences to the community including programming on site, as well as outreach opportunities to traditionally underserved areas within a 60-mile radius of Rowan Wild, Dan Nicholas Park.

**Attachment B
Line Item Budget and Narrative**

Rowan Wild Proposed Budget NC Science Museums Grant Program

Total Amount Granted: \$75,000.00

**1. Educational Supplies/Equipment/Advertisement/Training -
\$25,000.00**

- Education program/camp supplies
- Educational programming/camp advertisement
- Visitor interactive areas
- Staff training and development - workshops/seminars/continuing education/certifications/rabies vaccinations

Measurable Goals: To equip, enhance and promote educational programming

and summer camps; to provide funding for staff training and development

**2. Animal exhibits/habitats/supplies/signage/visitor accessibility -
\$50,000**

- Exhibit/habitat/supplies facilities/signs maintenance and upgrades

Measurable Goals: To maintain and make necessary aesthetic and functional

improvements to current animal exhibits/habitats/supplies facilities; maintain/upgrade exhibit/habitat signage; improve/maintain visitor accessibility

Attachment C
Notice of Certain Reporting and Audit Requirements

The Grantee shall comply with the all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

Reporting Thresholds.

There are three reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that State financial assistance received or, held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Contract.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Agency in the format and method specified by the Agency no later than three months following the end of the Grantee's fiscal year. Audits must be provided to the funding Agency no later than nine months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Agency in making and submitting reports to the Agency.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Contract shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Contract shall not be charged to State awards.

Notwithstanding the provisions of this Contract, a grantee may satisfy the reporting requirements of this Contract by submitting a copy of the report required under federal law with respect to the same funds.

Attachment D
State Grant Certification – No Overdue Tax Debts Form

Greg Edds, Chairman
Jim Greene, Vice-Chairman
Mike Cuskey
Judy Kierman
Craig Pierce



Aaron Church, County Manager
Sarah Pack, Clerk to the Board
John W. Cross, II, County Attorney

Rowan County Board of Commissioners
130 West Jones Street • Salisbury, NC 28144
Telephone 704-216-8180 • Fax 704-216-8195

Date of Certification: 1/11/23


To: NC Museum of Natural Sciences
Agency Director and Chief Fiscal Officer
11 West Jones Street
Raleigh, NC 27601

Certification of No Overdue Taxes

We certify that Rowan County—Rowan Wild does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

Gregory Edds and Aaron Church, being duly sworn, say that we are the Board Chair and County Manager respectively, of Rowan County, of Salisbury in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Board Chair


County Manager

Sworn to and subscribed before me on the day of the date of said certification.


(Notary Signature and Seal)

My Commission Expires: 4/24/27

SARAH M. PACK
Notary Public, North Carolina
Randolph County
My Commission Expires
4/24/27

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management: NCGrants@osbm.nc.gov - (919) 807-4795

1 G.S. 105-243.1 defines: "Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND

North Carolina Department of Natural and Cultural Resources – Grants to Non-State Entities

Megan Cline
Rowan County Nature Center and Wildlife Adventures
6800 Bringle Ferry Road
Salisbury, NC 28146

Attn: Ann Kitalong-Will
2022-23 Allocation: \$75,000.00

Purpose: Appropriation to support programmatic and general operating expenses. Award amounts of less than \$100,000 shall be made in one payment.

Part A. TO BE COMPLETED BY ALL RECIPIENTS

1. Contact's Name: Telephone:
2. Contact's Position in Organization:
3. Federal Identification Number: FID#
4. Kind of Organization: Corporation ____ Trust ____ Partnership ____ Government X____
Unincorporated Association ____ Other ____
5. Match Required (Circle One): Yes/ ☒ No On a ____ to ____ basis.
6. Fiscal Year of Non-State Entity (e.g. year ending June 30, December 31, other) June 30

=====

Part B. PLEASE FILL-IN AND DOCU-SIGN THIS FORM

Signature of individual making request

Date

Return this form to:
Darrell D. Stover
Head of NC Science Museums Grant Program
NC Museum of Natural Sciences
11 West Jones Street
Raleigh, NC 27601
919-707-9963
darrell.stover@naturalsciences.org

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Director, Grants Administration & Government Relations
DATE: 1/24/2023
SUBJECT: [Revised Grant Agreement] Revised Rural Economic Development Grant for Project "Agility Fuel Solutions, LLC/Project ACDC"

Rowan County was awarded a \$500,000 Rural Building Reuse Grant by the State of North Carolina in support of the expansion of Hexagon Agility (formerly Agility Fuel Solutions) at their facility at 1010 Corporate Center Drive, Salisbury, NC. The original contract was approved by the Board of Commissioners on 10/3/2022. Since that date, the facilities have come under new ownership by Sixth Sense (NC) LP, a Delaware limited partnership.

It is requested that the Board of Commissioners approve the Chairman of Rowan County Commissioners and the County Manager to execute the revised agreement.

Recommendation:

Board of Commissioners approve the Chairman of Rowan County Commissioners and the County Manager to execute the revised agreement.

ATTACHMENTS:

Description	Upload Date	Type
Revised Agreement	1/24/2023	Cover Memo



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Roy Cooper
GOVERNOR

Machelle Baker Sanders
SECRETARY

Kenny Flowers
ASSISTANT SECRETARY

January 19, 2023

Mr. Greg Edds
Chairman, Board of County Commissioners
Rowan County
130 W. Innes Street
Salisbury, NC 28144

Re: Contract Agreement for Grant Number 2021-071-3201-2587; Your Signature and Reply is Requested
Project Title: "Agility Fuel Solutions, LLC/Project ACDC" – Revision #1

Dear Chairman Edds:

Enclosed for your review and signature is a complete set of contract documents required to finalize the grant award from the North Carolina Rural Infrastructure Authority. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Scope of Services: Outlines the scope of the renovation/construction project.	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request reimbursements from Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Closeout/Job Requirements: Outlines the process for the Unit of Local Government to report the creation and maintenance of jobs to the Department of Commerce.	No Signature Required
Exhibit E	Legally Binding Commitment (LBC): Outlines terms and conditions of the Loan.	Highest Elected Official - Unit of Local Government and Legal Property Owner listed on the Deed.
Exhibit F	Promissory Note: Defines the repayment terms of the Loan in the event of default.	Legal Property Owner listed on the Deed.
Exhibit G	Limited Waiver of Confidentiality: Contains employment information reported to the Department of Commerce's Division of Employment Security.	Each Business involved in the project.
Exhibit H	Deed of Trust Documentation	Highest Elected Official – Unit of Local Government

Execute these documents, scan a quality copy and return to my attention at rgpreports@commerce.nc.gov. If you have any questions or if I can be of any assistance, please contact me at nichole.gross@commerce.nc.gov.

Sincerely,

Nichole M. Gross
Grant Manager
Enclosure

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with **Rowan County** (the “Governmental Unit” and, together with Commerce, the “Parties”).

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement’s Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)), the Rural Authority has approved a grant (the “Grant”) to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **Sixth Sense (NC) LP, a Delaware limited partnership** (the “Owner”) owns certain real property located at:
1010 Corporate Center Drive
Salisbury, NC 28146

in **Rowan** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

(a). As conditions of the Grant Agreement:

- i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
 - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment (“LBC”) in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
 - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
 - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs (“New Jobs”) to complete the Project as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality (“Waiver”), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit’s rights of access, review or monitoring and Commerce’s rights as a third-party beneficiary thereunder.
 - (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
 - (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.
 - (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant

programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **6/17/2021** ("Effective Date") and shall terminate on **6/17/2023** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.
4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$500,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.

7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.

8. Project Records.

- (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the

Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination

Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of

any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:
- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
 - (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
 - (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
 - (d). The Governmental Unit is solvent.
 - (e). A cash match grant, loan or other funding (“Cash Match”) equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner’s expenditure of Loan funds.

- (f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan

funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.
18. Special Provisions and Conditions.
- (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
 - (b). Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
 - (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
 - (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

- (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce: Attn: **Hazel Edmond**
Program Manager
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Governmental Unit: Attn: **Mr. Greg Edds**
Chairman, Board of County Commissioners
Rowan County
130 W. Innes Street
Salisbury, NC 28144

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

Rowan County

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature: _____ [SEAL]



Printed Name: Kenny Flowers

Title: Assistant Secretary for Rural Economic Development

Date: 1/19/2023

**EXHIBIT A
SCOPE OF PROJECT**

Summary: The project will support the renovation of a building located at 1010 Corporate Center Drive in Salisbury. The building was constructed in 2015. Agility Fuel Solutions, LLC is a manufacturer of compressed natural gas fuel systems for trucking, transit and refuse vehicles. The company plans to add 113,000 SF to their existing property.

**EXHIBIT B
PAYMENT SCHEDULE****Eligible Expenditures:**

Vacant Building Category: within the existing building footprint

Existing Business Building Category: within the existing building and/or additions

Rural Health Care Category: within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company's license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

Reimbursement Requirements:

The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Copies of eligible project invoices that support the request amount,
3. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
4. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

EXHIBIT C REPORTING SCHEDULE

Progress reports are due on January 15th and July 15th for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

EXHIBIT D JOB VERIFICATION AND CLOSE OUT REQUIREMENTS

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

Job Verification

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

Grantees should submit the following as evidence of job creation and maintenance:

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.
2. **NCUI 101 Forms**—The grantee should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
 - NCUI 101 Forms should be submitted to Commerce.
 - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
 - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
 - The jobs created and the baseline must be maintained concurrently during the same six-month period.
 - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
 - If the NCUI 101 forms include both full and part-time employees an "f" should be written next to the name of each full-time employee and a "p" should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos that show a variety of views of the completed project.

All forms, including reporting and request for payment, can be found on the Commerce website at <http://www.commerce.nc.gov/rgp>. Email completed forms and reports to rgpreports@commerce.nc.gov.

Rowan County (the “Governmental Unit”) enters into this Loan Agreement and Legally Binding Commitment (the “LBC,” including the “Loan,” defined below with **Sixth Sense (NC) LP, a Delaware limited partnership** (the “Owner” and, together with the Governmental Unit, the “Parties”).

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the “Rural Authority”) of the State of North Carolina (“State”) has awarded a grant (the “Grant”) to the Governmental Unit, and the North Carolina Department of Commerce (“Commerce”), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the “Grant Agreement”) between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

1010 Corporate Center Drive
Salisbury, NC 28146

in **Rowan** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. **Third-Party Beneficiary.** The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

2. Loan.

- (a) The Governmental Unit hereby loans to the Owner the sum of **\$500,000.00** (the “Loan”), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
- (b). As conditions of receiving the Loan:
 - i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
 - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
 - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
- (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.

- (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A “New Job” shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **183** full-time jobs in North Carolina (“Baseline Number”) that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **75** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.

- (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.
4. Changes in the Project or Other Conditions.
- (a). A “Project Change” is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
5. Term of LBC. The effective period of this LBC shall commence **6/17/2021** (“Effective Date”) and shall terminate **6/17/2023** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the “Termination Date”) or unless extended for an express term in writing by the Governmental Unit.
6. Independent Status of the Governmental Unit.
- (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into

- employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.
- (b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.

7. Project Records.

- (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal

monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the

Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Owner Representations and Warranties. The Owner hereby represents and warrants that:
- (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
 - (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
 - (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
 - (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
 - (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
 - (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.

- (g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.
 - (h). A cash match grant, loan or other funding (“Cash Match”) equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner’s expenditure of Loan funds.
12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.
- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
 - (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - (d). Notwithstanding the foregoing and wherever referred to in this LBC, “ceases to do business” shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the

circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
 - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **\$6,666.67** (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
 - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
 - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.

- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.
14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
- (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
- (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, “Laws”) of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
- (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
- (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the Governmental Unit:

Attn: _____

To the Owner:

Attn: _____

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.
19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.
20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.
21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

Governmental Unit Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Owner Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2021-071-3201-2587** (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender **Rowan County** or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including **\$500,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

1010 Corporate Center Drive
Salisbury, NC 28146

in **Rowan** County, North Carolina (the “Property”); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a “Project”; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the “Business” must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys’ fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner (“First Demand”) in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand (“Second Demand”) to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31st day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVIDUALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: _____ , 20 _____

If by Individual: _____

Signature: _____ [SEAL]

Printed Name: _____

Dated as of: _____ , 20 _____

If by Entity: _____

Signature: _____ [SEAL]

Printed Name: _____

Limited Waiver of Confidentiality
Unemployment Tax and Wage Records
BUILDING REUSE PROGRAM – Revision #1

EXHIBIT G
2021-071-3201-2587

Name of Taxpayer _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

NC Unemployment Insurance Acct #: _____ Fed Tax ID #: _____

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, "Company") filed with the Division of Employment Security ("DES") of the North Carolina Department of Commerce to **Rowan County** ("Governmental Unit") and to the employees of the Rural Economic Division of the North Carolina Department of Commerce ("Rural Division") and members of the North Carolina Rural Infrastructure Authority ("Rural Authority") for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company's quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company's aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.

Signature Chief Financial Officer or Other Authorized Company Official

Print Name

Title

The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, **Sixth Sense (NC) LP, a Delaware limited partnership**, with a Deed of Trust on the property.

Please check the appropriate box below indicating the intention of the Governmental Unit:

- ☐ The Governmental Unit will secure the funds with a Deed of Trust listing **Rowan County** as the beneficiary in the amount of **\$500,000.00**.
- ☐ **Rowan County** (“Governmental Unit”) has elected NOT to secure with a deed of trust on the subject property the **\$500,000.00** in grant funds awarded by the North Carolina Department of Commerce (“Commerce”) for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner’s failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

Please fill in the box below:

Governmental Unit Name:	<u>Rowan County</u>
By (Signature):	_____
Printed Name:	_____
Title:	_____
Date:	_____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Jody Farrow-Bennett; Purchasing Director & John Brindle, Register of Deeds Director
DATE: 2/6/2023
SUBJECT: Sole-Source Patterson Pope

Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available;
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Rowan County Register of Deeds has sent out request for proposals to extend the current shelving units which are a Spacesaver brand system. There is only one company authorized to sell/service Spacesaver systems in North Carolina, this company is Patterson Pope. This Contract agreement will provide needed shelving units with delivery and installation. Contract will not exceed \$55,326.26

Attached is Letter from Manufacture, Quote and Contract for Patterson Pope.

Recommendation: Board of Commissioners to authorize the County Manager to approve contract with Patterson Pope as a Sole-Source; Not to Exceed \$55,326.26.

ATTACHMENTS:

Description	Upload Date	Type
Vendor Authorization Letter	1/24/2023	Cover Memo
Vendor Quote	1/24/2023	Cover Memo
Paterson Pope - Contract	1/25/2023	Cover Memo



Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, Wisconsin, USA 53538-2798
Tel: 920-563-6362 | Fax: 920-563-2702
www.spacesaver.com

January 24, 2023

State of North Carolina

To Whom It May Concern:

Spacesaver distributes its products through a network of Area Contractors. Each Spacesaver Area Contractor under obligation and contract is required to sell, service and install Spacesaver High Density Mobile Storage Systems, compact shelving and storage products in their given Primary Area of Responsibility. Patterson Pope has sole authority of these responsibilities in the state of North Carolina.

Spacesaver specifies that all installations must be performed by factory trained and certified technicians. I confirm that Patterson Pope-Spacesaver is the only Spacesaver authorized installation / service technicians certified to install, service, move or add on to any new or existing Spacesaver system in their primary area of responsibility. Any existing Spacesaver system must be moved by a factory trained and certified Spacesaver installer in order to maintain its warranty and the availability of parts.

No other party other than Patterson Pope-Spacesaver is authorized, trained or certified (which is contingent on activating and maintaining warranty) to conduct Spacesaver work in this territory. Please also note that the warranty is void if work is done by others and no other company can purchase replacement or upgrade parts for the Spacesaver systems.

We are pleased to have this firm represent Spacesaver and to have their experienced staff available locally to address your product and service needs.

Sincerely,

SPACESAVER CORPORATION

A handwritten signature in black ink, reading 'Mark Haubenschild'.

Mark Haubenschild
Vice President of Sales



Storage Solved®

Spacesaver Corporation is a division of Krueger International, Inc.



Proposal

10321 S. Medallion Dr.
Cincinnati, OH 45241
Phone: (704) 523-4400
Fax: (704) 523-4499

Quote #: Q-53880-1
Drawing Ver: 319147 2A Sourcewell
1.23.23
Date: 1/24/2023
Expires On: 3/19/2023

Install To
John Brindle
Rowan County Register of Deeds
402 N. Main St.
Salisbury, NC 28144
704-638-3102
jonathan.brindle@rowancountync.gov

Bill To

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Randy Minter	rminter@pattersonpoppe.com		Deposit/Progress Payments

Group Name	Description	Net Total
Spacesaver Mobile and Shelving	Sourcewell Contract Pricing See drawing 319147 2A for specifications	\$25,602.24
Map Storage (Not On Contract)	Oblique Safestor for map storage See drawing 319147 2A for specifications	\$15,078.32
Delivery and Installation	Normal Business Hours The customer will be responsible for storage fees of \$450, per month, incurred 30 days after the ship date that are related to a delay in an installation date due to the customer's request or a site related project delay.	\$14,645.70

Sub Total:	\$55,326.26
Estimated Total Tax:	\$3,872.84
Grand Total:	\$59,199.10

Important Proposal Notes

Applicable sales tax and final shipping charges will be added to the invoice if not indicated above.

INFO REGARDING STORAGE FEES: The customer acknowledges that they will be responsible for Storage Fees of \$50 per pallet, per month, incurred 30 days after the ship date that are related to a delay in an installation date due to a customer's request or a site related project delay

Patterson Pope requires a purchase order (or signed quote) for each individual accepted quote.

Please provide sign off on final drawing(s). Indicate color choices on your PO.

Patterson Pope offers custom manufactured solutions to fit your unique space. For this reason no product can be ordered until a representative from Patterson Pope is able to field verify all dimensions.

Signature below indicates acceptance of this proposal and of the attached terms and conditions.

Signature: _____ **Effective Date:** ____/____/____

Name (Print): _____ **Title:** _____

Please sign and email to Randy Minter at rminter@pattersonpoppe.com.

THANK YOU FOR YOUR BUSINESS!

Patterson Pope Terms and Conditions

The following terms and conditions shall apply to any Deliverables (defined herein) provided by Patterson Pope, Inc. ("Company") to Client.

1. **Acceptance and Agreement:** The provisions on the pricing page, the purchase order and these Terms and Conditions (collectively, the "Agreement") constitute the entire agreement between Company and Client and supersede all other communications between the parties, whether written or oral, regarding the products and services described in this Agreement ("Deliverables"). The terms of this Agreement are expressly limited to those provided herein, and no purported modification, addition, or waiver of the provisions hereof shall be binding on Company for any purposes unless contained in writing, signed by an authorized representative of Company. The provisions hereof shall be deemed to have been accepted by Client's acceptance of all or any part of the Deliverables. All orders or any changes to such orders shall be subject to acceptance by Company. Change orders requested after receipt of Client purchase order may also incur additional charges. If, for any reason, Client cancels the order, any cancellation, restocking and handling charges will be invoiced. Future purchase orders (or similar engagement documents) and associated pricing pages may reference these Terms and Conditions, and by such reference, these Terms and Conditions shall be incorporated therein.
2. **Payment and Pricing:** Pricing quoted on the pricing page supersedes all previously quoted prices and is good for 60 days from the date of this Agreement. The pricing page may or may not include applicable sales or other taxes required by law; such taxes will be billed to Client and are Client's sole responsibility. This system has been custom designed and will be specially manufactured for your unique requirements. A non-refundable down payment of 40% is due upon order, 30% is due at the time of shipment and 30% is due at the time of completion. Client shall have no authority to assert any offsets or discounts against any payment due, except as expressly agreed to by Company in the pricing page or other signed writing. Client represents and warrants to Company that it is solvent at the time this Agreement is made. Client hereby grants a security interest in the product Deliverables to secure payment to Company and consents to Company filing a financing statement to perfect such security.
3. **Space Requirements:** This system has been specially designed to meet Client's specific requirements; as such, most of the equipment is manufactured on a "per job" basis. Client shall allow Company's representative(s) reasonable access to Client's facilities to confirm whether the space where the Deliverables will be installed matches Client's representations. In the event that the space cannot be field verified before the Deliverables must be ordered and the actual space does not match what had been previously represented, Client is responsible for any delays and additional costs incurred to reconfigure the Deliverables to fit actual space (i.e. extra material, labor, and freight). Notwithstanding any field verification by Company, it is Client's responsibility to be certain the space is suitable for the installation of this equipment (i.e. adequate fire protection and floor load capacity).
4. **Acceptance:** Client shall accept the Deliverables which conform to the requirements of specifications under this Agreement. All claims for errors, shortages, or damage ("Non-conformance") must be made in writing to the respective Account Representative within ten (10) days of Client's receipt of any Deliverables, and Company shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If Client uses the Deliverables before acceptance or fails to promptly notify Company of any Non-conformance then the Deliverables shall be considered accepted by the Client.
5. **Freight and Shipping:** Freight and shipping terms are detailed on the pricing page. In the event that Client or one of its agents refuses delivery for whatever reason on or after the estimated delivery date, Client will be responsible for the payments in accordance to Section 2 and the pricing page in addition to any supplemental storage charges incurred by Company as a result of the delay *unless* the delay is caused by Company, one of its manufacturers, freight carriers, subcontractors, and/or any other agent acting on Company's behalf.
6. **Storage Fees:** As part of the Sales Agreement, Patterson Pope agrees to provide 30 days of storage at no cost. After 30 days storage fees will accrue and become billable to customers for any customer related delay or site related delay that results in a change in the installation date.
7. **Limited Warranty:** Company warrants its installation services under the Agreement shall be performed with reasonable care in a diligent and competent manner. Company's sole obligation under this warranty shall be to correct any Non-conformance, provided that Client gives Company written notice within ten (10) days after installation is completed. Company does not warrant and is not responsible for any product Deliverables or third party services. Client agrees to look to the third party manufacturer or vendor (and not Company) with respect to all claims regarding such third party products or services as its sole and exclusive remedy. *This section is Company's only warranty concerning the product and service Deliverables, and is made expressly in lieu of, and to disclaim, all other warranties and representations, express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, or otherwise.*
8. **Limitation of Remedy and Liability:** *The maximum liability of Company and Company's principals, directors, officers, agents, employees, personnel, affiliates and their partners shall be the fees Company actually receives under the Agreement for the portion of work giving rise to the liability. In no event shall any of the above be liable to Client or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind whatsoever in connection with the agreement, including but not limited to lost profits, loss of business opportunity, lost savings, and loss of business information.* Client will bear the risk of loss or damage to, or theft of, any Deliverables once delivery has been made to the Client. Any action against Company must be brought within twelve (12) months after the cause of action arises. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control, including but not limited to, strikes, riot, war, fire, flood, storm, explosion, accident, or other acts of God. This contract shall be construed in accordance with the laws of the State of North Carolina (without regard to its choice of law provisions). Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated exclusively in courts located within Mecklenburg County, North Carolina, or if a federal court, the court whose district includes Mecklenburg County, North Carolina. This Agreement may not be assigned without prior written consent; provided, however, Company may assign this Agreement in whole or in part, without the Client's consent, in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of the Company's assets, and Client agrees that Company shall be released from any further obligations under this Agreement upon such assignment.

Patterson Pope, Inc.

Date

CLIENT

Date

(This Agreement may be signed in counterparts and by facsimile or electronic signature by an authorized representative.)

Purchase Order # _____

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina (“County”) and Patterson Pope (“Provider”).

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the “Services”) for the County as described in Section A of the attached Exhibit A (the “Contract Specifications”), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County’s expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County’s expectations, and to the County’s full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County’s satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County’s remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider’s obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County’s ability to require the Provider to satisfy those obligations in the future or the County’s ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider’s agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this

Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject

matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Sales/Use Taxes Collection and Refunds: Unless otherwise exempted by North Carolina General Statutes from payment of sales or use taxes, Provider must collect all applicable sales and use taxes due under this Agreement and comply with NCGS Chapter 105. If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

14. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

15. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

16. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

17. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

18. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

19. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

20. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: _____

Name: _____

Title: _____

EXHIBIT A

CONTRACT SPECIFICATIONS

- A. Services To Be Performed By The Provider.
Delivery and installation of Spacesaver Mobile and Shelving units, to include floor tracking system and map storage.
- B. Term of the Agreement.
Project to be completed by end of FY23.
- C. Payment to the Provider.
Total cost \$55,393.28
- D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. When required by law, the Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.
- E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:
- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate with County listed as additional insured.
 - Workers' Compensation in the amount of \$500,000 employer's liability
 - Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage.
- F. Contact Information.

THE COUNTY

AARON CHURCH,
COUNTY MANAGER
130 West Innes Street
Salisbury, NC 28144
Telephone: 704-216-8180

THE PROVIDER

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY

THE PROVIDER

BY: _____

BY: _____

Name: Aaron Church

Name: _____

Title: County Manager

Title: _____

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of County Finance Officer)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: January 25, 2023
SUBJECT: Satisfaction for CDBG-R Deed of Trust

BACKGROUND

The owner of a home that was rehabilitated in 2010 with funds from a Community Development Block Grant Recovery (CDBG-R) program is attempting to have the unit refinanced and the outstanding deed of trust with Rowan County is an impediment to processing. The Loan Agreement and Deed of Trust are attached for reference.

The CDBG-R program stipulated the homeowner must reside in the home for six (6) years following completion of the project and 1/6 of the loan amount would be forgiven annually.

In consult with the County Attorney, it has been confirmed the owner satisfied their obligation under the program requirements in May of 2016.

RECOMMENDATION

- Authorize Finance Director Anna Bumgarner to sign the attached Satisfaction
- Authorize County Attorney to file the completed Satisfaction with Rowan County Register of Deeds

ATTACHMENTS:

Description	Upload Date	Type
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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Jody Farrow-Bennett; Purchasing Director & Craig Powers, Environmental Management Director
DATE: 2/6/2023
SUBJECT: HDR Task Orders - Landfill V Project

Rowan County entered into an agreement with HDR Engineering, Inc in January of 2021. The Landfill Consulting Master Agreement was approved on 1/19/2021, Agenda item J. The Board of Commissioners has approved to Award the Phase V to NJR, 1/17/2023 Agenda item 13. The County request approval on Task Orders 2023-01 and 2023-02 with HDR, not to exceed \$607,200.00

Task order 2023-01 is for HDR to provide engineering services for conducting construction administration and construction quality assurance (CQA services for construction of a nineteen-acre cell of the Phase V unit of the Rowan County Landfill).

Task order 2023-02 is for HDR to provide engineering services for the abandonment of 11 piezometers and 4 landfill gas wells, as well as installation of 4 new landfill gas monitoring wells.

Attached are the two task orders submitted for approval.

Recommendation: Board of Commissioners authorize County Manager to approve Task Orders 2023-01 and 2023-02 with HDR, not to exceed \$607,200.00

ATTACHMENTS:

Description	Upload Date	Type
Task Order 2023-01	1/25/2023	Cover Memo
Task Order 2023-02	1/25/2023	Cover Memo

TASK ORDER 2023-01

ENGINEERING SCOPE OF SERVICES for ROWAN COUNTY LANDFILL PHASE V CONSTRUCTION CQA

This Task Order pertains to an Agreement by and between Rowan County, North Carolina, (“OWNER”), and HDR Engineering, Inc. of the Carolinas (“ENGINEER”), signed January 21, 2021, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2023 - 01

BACKGROUND

The Phase V Permit Application is expected to be approved by NCDEQ in March 2023. In an effort to allow adequate time for transition from Phase IV to Phase V, construction of Phase V is anticipated to begin by March 2023 so that Phase V is operational by November 2023. To quicken the availability of useable landfill airspace, Phase V construction was divided into two cells with Cell 1 having a four-month construction duration. The overall project construction schedule is nine months.

PART 1.0 PROJECT DESCRIPTION

This task outlines the engineering services for conducting construction administration and construction quality assurance (CQA) services for construction of a nineteen-acre cell of the Phase V unit of the Rowan County Landfill.

PART 2.0 SCOPES OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT

A detailed description of the activities to be performed under this task order is provided below.

Task 1 – Construction Administration and Construction Quality Assurance Services

This task item addresses engineering services to provide construction administration and CQA services for the Phase V Landfill Unit. The specific activities HDR will perform to complete this task are described as follows.

Work Activities:

1. Conform construction documents to addenda.
2. Issue construction plans and specifications to the County and contractor.
3. Attend and preside at preconstruction conference.
4. Review and approve project submittals from contractor(s) including project schedule, surveys and shop drawings.
5. Review and approve monthly pay requests and transmit for County approval.
6. Evaluate design changes and prepare modifications to Contract Documents to address design changes.
7. Evaluate field orders and change order proposals and prepare documents for execution.
8. Attend monthly on-site progress meetings. Coordinate with contractor(s) and the County regarding contract compliance.

9. Provide coordination and oversight for testing services as required in the project specifications.
10. Observe/document subgrade proof rolling, review test data, and verify that the fill is acceptable.
11. Confirm that required CQC testing frequencies are being met, and observe testing associated with borrow source testing work.
12. Review geosynthetic (raw material) submittals including manufacturer quality control certificates and personnel qualifications.
13. Conduct cursory inventory of geosynthetics and document storage and protection measures employed.
14. Review and document the adequacy of the liner system anchor trenches.
15. Review that the geosynthetic installer has properly labeled, placed, tested, repaired (as needed), and documented the geosynthetic material deployments.
16. Visually observe each geosynthetic panel during placement and document necessary repairs.
17. Review weekly reports for conformance with project work requirements including project schedules.
18. Review laboratory test results and communicate with the County on an as needed basis.
19. Prepare observation logs and conformance data sheets (as required) in accordance with the CQA Plan, including photographic documentation on a selected basis.
20. Prepare contract close-out documentation and process final pay request, lien waivers, and other final contract documents.
21. Coordinate with Duke Energy to extend service from the existing lift station to the leachate pump enclosure.

Deliverables:

1. Reviewed and approved shop drawings.
2. Reviewed pay requests from the contractor.

Clarifications:

1. HDR will not coordinate or schedule the contractor's work.
2. Construction monitoring services assume construction duration of 240 days. Meeting attendance, site visits, and expenses are based on this duration.
3. Construction monitoring services assume an HDR representative will be on-site full time for major components of the work and periodically for the remainder of the construction duration.
4. There will be no conformance testing of geosynthetics. The certification will rely totally on manufacturer QC Certificates.
5. The effort estimated for shop drawing submittal review has been based on not more than two (2) review cycles. Additional review cycles due to the lack of attention to detail by the Contractor may require additional compensation.
6. This scope only includes costs associated with coordination of providing power to the leachate pump enclosure. The County will pay for actual installation costs.

Task 2 – Construction Certification Report

This task item addresses engineering services to provide a construction certification report for Phase V Landfill Unit. HDR will prepare up to two Phase V Construction Certification packages for submittal to County staff and NCDEQ. The package will include all construction quality control and assurance documentation developed during the construction of the Phase V cells which will include at a minimum asbuilt surveys and record drawings, laboratory and field test results for soil and geosynthetics, and manufacturer's material certifications.

Work Activities:

1. Document that all quality assurance requirements have been addressed and satisfied and provide the County with a report summarizing CQA activities.
2. Provide the County with certification that the geosynthetics were installed in accordance with the manufacturer's recommendations.
3. At the completion of the construction, compile all required forms, logs, and data sheets, and provide a final report certifying that the work has been performed in general accordance with the Contract Documents and solid waste permit.

Deliverables:

1. Phase V Certification Report, one draft and four final copies for each cell construction.

Clarifications:

1. As-built (survey) drawings are to be provided by contractor as part of CQC. Should CQA survey be required it will be covered under the contingency for additional services. All CQC data for certification shall be provided by contractor to the Engineer.
2. CQA costs include subconsultant testing (soils and geosynthetics) as required by the Contract Documents and referenced herein.
3. CQC testing services to be provided by the contractor as defined in the Contract Documents.
4. All CQC test results will be provided to Engineer for preparation of the Certification report.

PART 3.0 SCHEDULE

The schedule for these tasks will begin immediately upon approval.

	<u>Estimated Start</u>
Task 1 Construction Administration and Construction Quality Assurance Services	March 2023
Task 2 Construction Certification Report (Cell 1 date)	June 2023

PART 4.0 PAYMENTS TO ENGINEER

	<u>Estimated Cost</u>
Task 1 Construction Administration and Construction Quality Assurance Services	\$536,550
Task 2 Construction Certification Report	<u>\$42,350</u>
Task Order Fee Estimate	\$578,900

This Task Order is executed this _____ day of _____, 2023.

ROWAN COUNTY, NORTH CAROLINA
"OWNER"

DATE: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC. OF THE CAROLINAS
"ENGINEER"

DATE: 1/6/2023

BY: 

NAME: Johnathon Henderson, PE

TITLE: Area Manager

ADDRESS: 440 South Church St.

Suite 1000

Charlotte, NC 28202

TASK ORDER 2023-02
ENGINEERING SCOPE OF SERVICES
for
ROWAN COUNTY LANDFILL PHASE V WELL ABANDON

This Task Order pertains to an Agreement by and between Rowan County, North Carolina, (“OWNER”), and HDR Engineering, Inc. of the Carolinas (“ENGINEER”), signed January 21, 2021, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2023 - 02

PROJECT NAME: PHASE V DESIGN HYDROGEOLOGIC INVESTIGATION

PART 1.0 PROJECT DESCRIPTION:

Rowan County (County) is currently permitted to operate the Rowan County Landfill located on Campbell Road in Woodleaf, North Carolina under North Carolina Department of Environment and Natural Resources (NCDENR) Permit Number 80-03. In August 2022, HDR, on behalf of the County, submitted a Site Hydrogeologic Characterization Report (Report) to NCDEQ for the Proposed Phase V Expansion. As summarized in the Report, HDR evaluated groundwater elevation within the proposed Phase V area through installation and monitoring of temporary and permanent piezometers and monitoring wells. Prior to construction of the Phase V area, some piezometers and monitoring wells need to be abandoned or raised, based on site grading plans. In addition, new landfill gas monitoring wells are required prior to operation of the Phase V area.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

This scope includes abandonment of 11 piezometers and 4 landfill gas wells, as well as installation of 4 new landfill gas monitoring wells, as described below.

TASK SERIES 1 – WELL ABANDONMENT

Task Series 1 includes the abandonment of 11 piezometers and 4 landfill gas wells in the vicinity of the Phase V expansion area of the Rowan County Landfill.

Narrative: HDR proposes to procure a subcontract driller and provide a field geologist, under the direction of a North Carolina Licensed Geologist, to abandon 11 piezometers (PZ5-1 through PZ5-11), 4 landfill gas wells (MMW-2, MMW-5, MMW-6, and MMW-8), and one groundwater monitoring well (MW-26) in accordance with 15A NCAC 02C .0113 and 15A NCAC 13B .1623. The 11 piezometers were installed within the planned Phase V area to evaluate groundwater elevation for use in the Site Hydrogeologic Characterization Report for the Proposed Phase V Expansion, which was submitted to NCDEQ in August 2022. The landfill gas wells were reportedly replaced by Golder Associates MC, Inc. (Golder) with more appropriate locations

and are no longer monitored for compliance. The monitoring well is located within the footprint of the Phase V area.

Activities: This work includes both field data collection activities and preparation of supporting documentation to be submitted to NCDEQ.

- Prepare a work plan for the abandonment of wells and piezometers for NCDEQ approval.
- Solicit prices from licensed drillers for implementing the work plan.
- Oversee drilling operations to abandon the following monitoring points, including removal of above-grade well completions (concrete pads, protective casings, bollards), as necessary:
 - 11 piezometers with a total estimated footage of 330 feet;
 - 4 landfill gas wells with a total estimated footage of 130 feet;
 - 1 groundwater monitoring well with a total depth of 39 feet.
- Review and submit well abandonment forms (GW-30) to NCDEQ in accordance with 15A NCAC 02C .0114.

TASK SERIES 2 – LANDFILL GAS WELL INSTALLATION

Task Series 2 includes installation of 4 new landfill gas wells along the western border of the Phase V expansion area of the Rowan County Landfill.

Narrative: In accordance with the Landfill Gas Monitoring Plan prepared by Golder Associates NC, Inc. (Golder), dated August 2022, HDR proposes to install 4 new landfill gas monitoring wells (MMW-9 through MMW-12) west of the existing Phase IV and planned Phase V landfill areas.

The estimated depth to groundwater on the tables above for each location was estimated using the groundwater surface contours provided on Figure 1 (Golder, May 2022). The future LFG wells (proposed MMW-9 through MMW-12) will be installed to a depth equivalent to the water level encountered during drilling; static water levels are not anticipated to fluctuate much in the area of the proposed wells due to close proximity to surface water features. Groundwater is anticipated to be the limiting factor over bedrock for determining depths of the new monitoring wells.

Activities: This work includes both field data collection activities and preparation of supporting documentation to be submitted to NCDEQ.

- Construct 2-inch polyvinyl-chloride (PVC) landfill gas wells with 0.010-inch slotted screen from the bottom of the well up to 5 feet below ground surface. Use coarse clean sand to fill the annular space to approximately 2 feet above the screen. Place an approximately 2-foot-thick bentonite seal above the sand. Fill the remaining annular space with a cement mixture. Complete each well at the surface with a 2-foot by 2-foot by 0.5-foot concrete well apron and a locking protective casing. The top of the PVC riser will be equipped a well cap with a stopcock valve or quick connect coupling.
- Survey locations and top of well casing elevations of the new wells by a professional land surveyor licensed in NC.

- Submit a Well Installation Report (including well construction records) to NCDEQ subsequent to installation of the new wells.

TASK SERIES 3 – MONITORING WELL ELEVATION ADJUSTMENT

Task Series 3 includes raising of 6 existing compliance groundwater monitoring wells to match planned grades of the Phase V expansion area of the Rowan County Landfill.

Narrative: Based on current design plans, HDR understands that grading for the perimeter road around the proposed Phase V expansion area will necessitate raising the top of casing elevations of monitoring wells MW-27, MW-27A, MW-31, MW-32, MW-32A, and MW-33.

Activities: This work includes both fieldwork and preparation of supporting documentation to be submitted to NCDEQ.

- Raise the top of well casing elevations between 4 and 12 feet per well, depending on proposed finished grade.
- Subsequent to grading, re-mobilize to the site to complete each well with either the same steel protective well casing that was removed, or a new steel casing if damaged during raising, and a new 2-foot by 2-foot concrete well pad.
- Submit revised well construction records to NCDEQ documenting the work.

Deliverables: Well Installation and Rehabilitation Report including the following:

- Narrative text summarizing work.
- Well construction and abandonment forms.
- Updated Landfill Gas and Groundwater Monitoring Maps for the MSW unit.

Clarifications:

1. Rates for well raising assume two mobilizations: one to raise the PVC well prior to grading, and one to complete the well following grading.
2. For Task 1, the estimated fee is based on abandonment of:
 - a. 11 piezometers with a total estimated footage of 330 feet;
 - b. 4 landfill gas wells with a total estimated footage of 130 feet;
 - c. 1 groundwater monitoring well with a total depth of 39 feet.
 If footage varies, or if steel casings can be reused, the fee for this task will be adjusted accordingly.
3. For Task 2, the estimate is based on total well footage of 97 feet, as proposed by Golder. If footage varies, the fee for this task will be adjusted accordingly.
4. For Task 3, the estimated fee is based on a total raised footage of 50 feet, replacement of six protective steel casings, and pouring of six new concrete well pads. If footage varies, or if steel casings can be reused, the fee for this task will be adjusted accordingly.
5. Rowan County will provide access and clearing required during drilling activities. HDR will coordinate these needs with landfill staff.

Schedule:

HDR will execute a subcontract with the driller within 2 weeks of executed Notice to Proceed and notify the County of the driller's schedule for mobilization. We anticipate that the drilling program proposed

herein will take approximately 5-7 days to complete. HDR anticipates providing a draft Well Installation and Rehabilitation Report within 30 days of conclusion of fieldwork.

Fee Estimate:

HDR will perform the work described below on a not to exceed amount shown below.

<u>Description of Work</u>	<u>Estimated Fee</u>
Task Series 1 – Well Abandonment	\$ 6,700
Task Series 2 – Landfill Gas Well Installation	\$12,100
Task Series 3 – Monitoring Well Elevation Adjustment	<u>\$ 9,500</u>
TOTAL	\$ 28,300

This Task Order is executed this _____ day of _____, 2023.

ROWAN COUNTY, NORTH CAROLINA
"OWNER"

HDR ENGINEERING, INC. OF THE CAROLINAS
"ENGINEER"

DATE: _____

DATE: 1/6/2023

BY: _____

BY: 

NAME: _____

NAME: Jonathon Henderson, PE

TITLE: _____

TITLE: Area Manager

ADDRESS: _____

ADDRESS: 440 South Church St.

Suite 1200

Charlotte, NC 28202

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Aaron Church, County Manager and Anna Bumgarner, Finance Director
DATE: 2/6/2023
SUBJECT: Extra Duty Pay for Detention Center for Rowan County Sheriff's Office

Rowan County Sheriff's Office is requesting extra duty pay for sheriff and detention deputies who work in the Detention Center (Jail) outside of their normal work schedule. This request is to be paid similar to how we have paid deputies working for Town of Spencer and previously with City of Salisbury, but will be paid by the county. The request is to start this on February 19, 2023 thru July 8, 2023 to correspond with current pay cycle.

The request is as follows:

* Pay deputies at a rate of time and one-half of their regular hourly rate for each hour worked at the Jail outside normal work hours irrespective of time taken off during their normal work schedule.

Authorize the approval of extra duty pay for sheriff and detention deputies at a rate of time and one-half of their regular hourly rate for each hour worked at the Jail outside normal work schedule irrespective of time taken off during their normal work schedule effective from February 19, 2023 ending July 8, 2023.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: January 25, 2023
SUBJECT: Administrative Contract w/ Salisbury Community Development Corporation [2020-21]

BACKGROUND

The County has routinely utilized the Salisbury Community Development Corporation (CDC) to administer its owner occupied housing rehabilitation program funded by HUD thru participation in the Cabarrus Iredell Rowan HOME Consortium.

During the COVID pandemic, housing rehabilitation activities slowed dramatically and a contract for FY 2020-21 was not executed with the CDC. As many HUD related programs were impacted by the pandemic, deadlines for funding commitments were extended to allow use of these program funds.

The Commission initially approved submittal of a HOME application at its March 5, 2020 meeting and then again at its May 18, 2020 meeting (due to an updated funding amount). On both occasions, one of Staff's recommended actions was to authorize the County Manager to enter into a contract with the CDC to administer the 2020-21 program. Attached is a draft copy of the minutes from the March 5, 2020 meeting documenting the Commission's action to authorize this contractual agreement.

Related to this request, the County has also entered an agreement with Concord to secure the 2020-21 funding amounts (copy attached for reference).

RECOMMENDATION

The attached contract for administrative services with the Salisbury CDC has been reviewed by Finance, Purchasing and County Attorney and has been deemed satisfactory and compliant with current policies.

1. Authorize County Manager and related staff to sign the attached contract for the Salisbury CDC to administer the County's 2020-21 HOME program.

ATTACHMENTS:

Description	Upload Date	Type
2020-21 HOME Contract w/ CDC	1/25/2023	Exhibit
2020-21 Funding Agreement w/ Concord	1/25/2023	Exhibit
DRAFT BoC Minutes Excerpt from 3.5.20 meeting	1/26/2023	Backup Material

SUBRECIPIENT AGREEMENT

This Subrecipient AGREEMENT made this ____ day of _____, 202__, by and between ROWAN COUNTY, hereinafter called the COUNTY and SALISBURY COMMUNITY DEVELOPMENT CORPORATION, hereinafter called the ADMINISTRATOR.

WHEREAS, the COUNTY intends to implement its FY20/21 Rowan County HOME project (hereinafter called the PROJECT) by means of this Subrecipient AGREEMENT with funds awarded by the US Department of Housing and Urban Development through the Cabarrus/Rowan/Iredell HOME Consortium

NOW, THEREFORE, the COUNTY and ADMINISTRATOR, for the consideration hereinafter named, agree as follows:

The COUNTY and ADMINISTRATOR hereby acknowledge and agree that no funds are committed under this Agreement until such time as the US Department of Housing and Urban Development through the Cabarrus/Rowan/Iredell HOME Consortium has issued authorization to proceed with the PROJECT as stipulated in COUNTY's funding approval.

The ADMINISTRATOR agrees to perform for the above-named PROJECT, professional services as hereinafter set forth and in doing so, acknowledges it will comply with the Terms and Conditions of the Annual Agreement for the Execution of the HOME Investment Partnerships Program between the City of Concord, NC and Rowan County, NC as if it were a signatory to the agreement including all applicable federal regulations of 24 CFR Part 92 contained in the HOME Investments Partnerships Program.

The COUNTY agrees to compensate the ADMINISTRATOR for services as hereinafter provided.

The ADMINISTRATOR's scope of work / services shall include:

1. Develop and Maintain Administrative Guidelines, Construction Forms and General Specifications for the PROJECT.
2. Contact and respond to homeowner or applicant inquiries for rehabilitation assistance; develop and maintain applications for HOME assistance, review applications; and provide recommendations for selection of recipients of HOME assistance based on the application guidelines.
3. Complete environmental and historic structures compliance procedures in accordance with HOME guidelines.
4. Assist the County with the financial management of the program.
5. Complete all monthly, quarterly, annual, and closeout performance reports as requested by HOME.
6. Conduct coordination sessions and meetings with the local Building Inspectors as necessary.
7. Complete preliminary work write-ups with cost estimates for dwelling units using HUD Existing Section 8 and HOME Energy Standard; coordinate septic tank and water well permitting process, as necessary.
8. Coordinate bid award process, including attendance at bid opening and contract award recommendations.
9. Conduct periodic inspections (minimum one (1) day per week) of rehabilitation construction activities that includes coordination of lead based paint and asbestos abatement activities.
10. Process and/or negotiate change orders as necessary.
11. Review partial and final payment request from contractors as necessary.
12. Conduct Final Inspection of each dwelling unit, generating “punch lists” and coordinating with the local Inspections Department as necessary.
13. Maintain individual rehabilitation case files on each dwelling unit including associated contracts and for the project in general. Records must be maintained for at least five (5) years after the Project completion date, except for documents imposing recapture provisions, which must be retained 5 years after the expiration of the period of affordability.
14. Assure compliance with all State and Federal EEO, procurement, and affirmative action requirements.
15. Perform and document annual verifications of homeowner(s) in PROJECT assisted housing units to ensure compliance with the affordability period.

The ADMINISTRATOR's services shall not include (1) Appraisals; (2) Legal Services; and (3) Preparation of Audit Reports and/or any other financial documents relating to the project. These services, as required, may be furnished by the ADMINISTRATOR and separately paid for by the COUNTY, for a price to be subsequently agreed upon as the need for these services arises, or in the absence of such separate agreement, as specified hereinafter as "additional services", excepting those cases where the COUNTY chooses to make direct payments for same.

Payment: The COUNTY agrees to pay the ADMINISTRATOR a fee for services noted as follows:

- | | | |
|-----|--------------------------------|---|
| I) | General Project Administration | A fee of Ten Thousand, Six Hundred Ninety-Three Dollars (\$10,693.00) |
| II) | Service Delivery | A not-to-exceed amount of Seventeen Thousand, Eight Hundred Twenty-Six Dollars (\$17,826) |

It is agreed by the parties hereto that the appropriate adjustments in any fixed and/or lump sum payments shall be made in the event that the physical scope of the Project, time for completion, or services required are materially increased or decreased beyond that contemplated at this time.

The ADMINISTRATOR shall receive progress payments based on the amount of work performed and documented as submitted to the COUNTY by the ADMINISTRATOR in accordance with the hourly fee schedule as shown on Exhibit "A".

Should the ADMINISTRATOR be required to render "additional services" in connection with related work upon which the work scope does not apply, the ADMINISTRATOR shall receive additional compensation for such additional services at the hourly rates as specified on the fee schedule attached hereto as Exhibit "A" for the hours actually worked by the appropriate classification of employee. Prior to initiating or providing "additional services" that may or shall require funding outside the HOME Program's allowable general project administration and service delivery parameters referenced in item I and II above, the ADMINISTRATOR shall obtain written confirmation from the Rowan County Manager that said "additional services" will be a cost

supported and paid by Rowan County, otherwise the COUNTY at its discretion, may opt to not pay in part or in whole, the costs associated with said “additional services.”

If, through any cause, the ADMINISTRATOR shall fail to fulfill in timely and proper manner his obligations under this Agreement, or the ADMINISTRATOR shall violate any of the covenants, agreements, or stipulations of this Agreement, or the COUNTY has reasonable misgivings related to the ADMINISTRATOR’s ability to manage or complete the Project, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the ADMINISTRATOR of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the ADMINISTRATOR under this Agreement shall, at the option of the COUNTY become its property and the ADMINISTRATOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

If, through any cause, the COUNTY shall fail to fulfill in timely and proper manner their obligations under this Agreement, or the COUNTY, shall violate any of the covenants, agreements, or stipulations of this Agreement, or the AMINISTRATOR has reasonable misgivings related to the future nature of the Agreement, the Salisbury Community Development Corporation shall thereupon have the right to terminate this Agreement by giving written notice to the COUNTY of such termination and specifying the effective date thereof, not less than 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the ADMINISTRATOR under this Agreement shall, at the option of the COUNTY become its property and the ADMINISTRATOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the ADMINISTRATOR shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the ADMINISTRATOR, and the County may withhold any payments to the ADMINISTRATOR for

the purpose of set-off until such time as the exact amount of damages due the County from the ADMINISTRATOR is determined.

By entering into this Agreement, the ADMINISTRATOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the ADMINISTRATOR firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act.

No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act.

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and 18 U.S.C. 1010.

The following contract provisions shall be referenced in Exhibit "B" and become a part of this Agreement:

- Conflict of Interest
- Legal Remedies
- Termination
- Nondiscrimination
- Age Discrimination
- Section 504 - Nondiscrimination on the Basis of Handicap
- Executive Order 11246
- Section 3
- Copeland Act Davis-Bacon Act
- Contract Work Hours and Safety Standards
- Access to Records and Record Retainage
- Clean Water
- Clean Air
- E.O. 11738
- EPA Regulations Provisions

- Lead-Based Paint
- Lobbying

The COUNTY and ADMINISTRATOR hereby agree to the full performance of the covenants contained herein.

{Signature Page Follows}

IN WITNESS WHEREOF, they have executed this Agreement, the day and the year first above written, which is the effective date of this Agreement.

SALISBURY COMMUNITY
DEVELOPMENT CORPORATION

ROWAN COUNTY

By: _____
David McCoy, Board President

By: _____
Chairman
Rowan County

Witness: _____
Chanaka V. Yatawara, Executive Director

Witness: _____
Clerk
Rowan County

(SEAL)

(SEAL)

EXHIBIT "A"

SALISBURY COMMUNITY DEVELOPMENT CORPORATION FEE SCHEDULE

Salisbury Community Development Corporation is pleased to offer our clients a competitive rate structure. Our firm aggressively pursues the control of overhead and quality in an effort to maintain the highest level of professional service at the most reasonable project costs.

PROGRAM ADMINISTRATOR	\$125.00/HOUR
REHABILITATION SPECIALIST	\$ 80.00/HOUR
ADMINISTRATOR	\$ 70.00/HOUR
WORK WRITE UPS & INSPECTIONS*	\$ 80.00/HOUR

*not-to-exceed fee of \$1,800 per project

Salisbury Community Development Corporation's hourly rates include all expenses and reflect our competitive pricing.

Specific projects may be addressed on an hourly rate or based on mutually agreed upon lump sum fees, negotiated on the basis of a well-defined scope of services.

The ultimate aim of our services and fees is to provide the client with professional assistance in a timely and cost-conscious manner.

Rates are subject to change based on economic conditions.

(The remainder of this page is intentionally left blank)

EXHIBIT "B"

CONTRACT PROVISIONS

CONFLICT OF INTEREST:

Interest of Members, Officers, or Employees of the Subrecipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the subrecipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, or work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

LEGAL REMEDIES:

As stated in 24 CFR Part 85.36

Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

TERMINATION PROVISION:

As stated in 24 CFR Part 85.36

All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

NONDISCRIMINATION CLAUSE:

Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground 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 which funds available under this title.

AGE DISCRIMINATION CLAUSE:

Age Discrimination Act of 1975, as Amended; Nondiscrimination of the Basis of Age

No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

SECTION 504 - NONDISCRIMINATION ON THE BASIS OF HANDICAP:

Section 504 of the Rehabilitation Act of 1973, as Amended; Nondiscrimination on the Basis of Handicap

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

EXECUTIVE ORDER 11246:

During the performance of this agreement, the Administrator agrees as follows:

- 1) The Administrator will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Administrator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or 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 contracting officer setting forth the provisions in this nondiscrimination clause.
- 2) The Administrator will, in all solicitations or advertisements for employees placed by or on behalf of administration of this agreement, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3) As applicable, the Administrator will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Administrator will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Administrator will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6) In the event of the Administrator's noncompliance with the nondiscrimination clauses of this agreement or with any of such rules, regulations, or orders, this agreement may be canceled, terminated, or suspended in whole or in part and the Administrator may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 7) The Administrator will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Administrator will take such action with respect to any subcontractor or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Administrator becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Administrator may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 3:

- a) The work to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given 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 area of the project.
- b) The parties to this agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this agreement. The parties to this agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The Administrator will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d) The Administrator will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR Part 135. The Administrator will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e.) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the

agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the County and Administrator for such assistance its successors and assigns. Failure to fulfill these requirements shall subject the County and Administrator, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

COPELAND “ANTI-KICKBACK” ACT PROVISION:

As stated in 24 CFR Part 85.36:

All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.

DAVIS-BACON ACT PROVISION:

As stated in 24 CFR Part 85.36:

When required by the Federal grant program legislation, all construction contracts in excess of \$2,000 awarded by grantees and subgrantees shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). Under this Act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to the grantor agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

Contracts awarded by County and Administrator in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor Regulations contained in 29 CFR Pars 3, 5 and 5a.

Under Section 103 of the Act, the Administrator and any of his subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any work week. Section 5 of the Federal Labor Standards Provisions, HUD Form 4010 sets forth in detail the Section 103 requirements.

Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his

health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE:

In general, all official project records and documents must be maintained during the operation of this project and for a period of three years following close out in compliance with 4 NCAC 19L Rule .0911, Recordkeeping.

The North Carolina Department of Economic and Community Development, the North Carolina Department of Treasurer, U.S. Department of Housing and Urban Development, and 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 Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

CLEAN WATER, CLEAN AIR, EXECUTIVE ORDER 11738 & EPA REGULATIONS PROVISION:

Compliance with Air and Water Acts

This agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, amended from time to time.

The Administrator and any of its subcontractors for work funded under this Agreement which is in excess of \$100,000, agree to the following requirements:

- 1) A stipulation by the Administrator that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- 2) Agreement by the Administrator to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
- 4) Agreement by the Administrator that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113c (1) of the Clean Air Act or Section 309c of the Federal Water Pollution Control Act.

LEAD-BASED PAINT CLAUSE:

The Administrator is hereby specifically made aware of the ECD lead-based paint regulations, 4 NCAC 19L, rule .1011, which are applicable to the construction or rehabilitation of residential structures. The extend that the subject matter of this contract involves residential structures; the Contractor will comply with the lead-based paint regulations.

LOBBYING CLAUSES:

Required by Section 1352, Title 31, U.S. Code

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 agent.

If any funds other than Federal appropriated funds have been paid or will be paid 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

This 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. Code. 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.

INSURANCE

During this Agreement's term, the Administrator shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Administrator's employees engaged in any work under the Agreement. The Administrator shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate with County listed as additional insured.
- Workers' Compensation in the amount of \$500,000 employer's liability

- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage.

The Certificate Holder should be listed as:

Rowan County
Purchasing Department
130 W. Innes Street
Salisbury, NC 28144

**All Certificate(s) of Insurance should be emailed to Purchasing at michelle.doyle@rowancountync.gov

ANNUAL AGREEMENT FOR THE EXECUTION OF THE HOME INVESTMENT PARTNERSHIPS PROGRAM

This Agreement, made and entered into this 20th day of December, 2021 and between the **City of Concord**, a municipal corporation organized and existing under the laws of the State of North Carolina, and serving as the lead entity of the Cabarrus/Iredell/Rowan HOME Consortium (hereinafter "City"), and **Rowan County**, a body politic and incorporated under the laws of the State of North Carolina (hereinafter "Agency") has been designated to receive **\$178,220** in project funds and **\$10,693** for administrative costs; and

WITNESSETH:

WHEREAS, the City has entered into an Agreement to receive funds for a Home Investment Partnerships Program (hereinafter "Funding Agreement") with the U.S. Department of Housing and Urban Development (hereinafter "HUD"); and

WHEREAS, it is the purpose of this agreement to effect a specified portion of the program approved by the Funding Agreement in accordance with the policies expressed by and declared in Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (hereinafter "Act"); and

WHEREAS, pursuant to said purpose the Agency is undertaking certain activities and desires to engage the City to render certain assistance in such undertakings.

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto, it is agreed as follows:

A. SCOPE OF SERVICES:

1. The services to be performed pursuant to this Agreement (hereinafter "Project"), shall be those specified in the Scope of Services (attached hereto as **Attachment A**), and under the Project Title(s), **Owner-Occupied Rehabilitation**, in the Action Plan submitted by the City and approved by HUD as that Action Plan now reads or as it may later be modified in accordance with regulations promulgated by HUD.
2. The City may, from time to time, request changes in the scope of service of the Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Agency's compensation, which is mutually agreed upon by and between the City and the Agency, shall be incorporated in written amendments to the Agreement.

B. DURATION OF AGREEMENT:

This Agreement shall be effective as of the **6th day of January 2021**, and shall remain in effect during the period of affordability required by the Act under 24 CFR Part 92.252 or 92.254.

C. TERMS AND CONDITIONS:

1. The Agency shall enforce this agreement through a promissory note and deed of trust on all real properties receiving an investment of HOME funds which require compliance with all applicable HOME Program requirements. This Agreement shall be considered breached if the Agency

materially fails to comply with any term in this Agreement and shall result in the termination of this Agreement and the recapture of all HOME funds disbursed to the Agency.

2. The Agency shall assume responsibility for managing the day-to-day operations of its HOME program to assure compliance with program requirements outlined in 24 CFR Part 92 and for taking appropriate action when performance problems arise.
3. The Agency shall take full responsibility for ensuring that housing projects assisted with HOME funds meet the affordability and resale requirements of 24 CFR 92.252 or 92.254 as applicable, and shall repay its award of HOME funds in full to the City if the housing does not meet the affordability requirements for the specified time period.
4. The Agency shall retain as program income all repayment, interest, and other return on the investment of HOME funds in a separate local account for use to fund additional eligible HOME activities of the Agency's choosing and agrees to invest all returns on HOME investments in other eligible activities before drawing down additional HOME funds from the City of Concord.
5. The Agency shall request disbursement of HOME funds only after local match funds have been expended to complete each project.
6. The Agency shall submit a fully executed Project Completion Report to the City no later than 10 days following occupancy of each completed housing unit.
7. The Agency shall require all owners of housing assisted with HOME funds to maintain the housing in compliance with applicable Housing Quality Standards and local housing code requirements for the duration of the agreement.
8. The Agency shall, where applicable, review the activities of owners of rental housing assisted with HOME funds to assure compliance with the requirements set out in 24 CFR Part 92 not less than annually. Each review must include an annual onsite inspection to determine compliance with housing codes and the HOME Program requirements. These inspections shall be conducted for each unit in a period during the project's period of affordability.
9. The City shall hold the Agency responsible for complying with the provisions of this agreement even when the Agency designates a third party or parties to undertake any part of the program. The Agency shall not pass on their administrative responsibility to insure compliance with all applicable regulations. All third parties must be bound in writing to the same provisions as required in this agreement.
10. None of the following or their immediate family members, during the tenure of the subject person for one year thereafter, shall have any direct or indirect financial interest in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this agreement: Employees, agents, or officials of the Agency, including members of the governing body, who exercise any function or responsibility with respect to the program. The same prohibition shall be incorporated in all such contracts and subcontracts.
11. The assistance provided under this agreement shall not be used by the Agency to pay a third party to lobby the United States government for funding approval, approval of applications for additional assistance, or any other approval or concurrence of HUD required under this agreement. However, HOME funds may be used to pay reasonable fees for bona fide technical, consultant, managerial or

other such services, other than actual solicitations, provided these services are eligible as a program cost.

12. The Agency shall reimburse the City for any amount of HOME funds determined by HUD to have been improperly expended, and the City shall retain the right to recover any questioned costs or overpayments from the Agency.
13. Upon termination, the Agency shall remit any unexpended balance of advanced payments on account of the Grant as well as such other portions of such payments previously received as determined by the City to be due and the action of the City in accepting any such amount shall not constitute a waiver of any claim which the City may otherwise have.
14. The Agency shall allow the City to carry out monitoring and evaluation activities as determined necessary by the City and HUD.
15. In the event of termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Agency under this Agreement shall, at the option of the City, become the property of the City.
16. The Agency is required to have fifty percent (50%) of its funds obligated by March 1, 2022 and one hundred percent (100%) by October 1, 2022. If funds are not obligated by these dates, the Consortium may recapture the unobligated funds.

Funds must be 100% drawn down by July 1, 2024. If all funds are not drawn by this date, the balance will be recaptured by the Consortium and reallocated. All member governments and Community Housing Development Organizations (CHDOs) will have the opportunity to apply for recaptured funds via a competitive application process. Applicants that can expend the money in the shortest amount of time will rank highest.

In the event the draw down deadline is not met due to an extenuating circumstance, the deadline may be extended upon approval by the full consortium.

17. The Agency shall comply with all labor standards, nondiscrimination and equal opportunity responsibilities outlined in Title 24.
18. The Agency shall conduct all environmental reviews, including but not limited to environmental assessments, environmental impact statements or other required environmental studies, pursuant to 24 CFR 58 et seq., in a timely manner. Agency shall also comply with all applicable environmental laws, including but not limited to all laws governing environmental impacts, environmental policy, sedimentation, erosion control wetlands, water quality, storm water quality, floodplain management, air pollution, resource conservation and recovery, hazardous or toxic materials of any kind or any other environmental or nuisance ordinance, statute or rule listed in 24 CFR 58.5 and 58.6. Environmental reviews requiring public comment shall be presented to the City for inspection no less than 15 days prior to advertising, as required by 24 CFR 58.56. In the event that the City, the U.S. Department of Housing and Urban Development, U.S. Environmental Protection Agency, N.C. Dept. of Environment and Natural Resources, U.S. Army Corps of Engineers or any other governmental body having jurisdiction finds that any environmental review was not properly conducted or is in any way inadequate, the Agency shall fully indemnify and save harmless the City, its agents, officers, and employees, to the maximum extent allowed by law, from and against all charges that arise in any manner from, in connection with, or out of this contract as a

result of the acts or omissions of the Agency, its contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable in regard to the environmental reviews described above and in 24 CFR 58.5 and 58.6. The Agency shall not be liable for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Agency shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection, "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section shall remain in force for a period of one year from the completion date of Work despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Agency under this Agreement.

19. The Agency shall ensure that the City has sufficient time to review and comment on all environmental reviews as defined in paragraph 18, environmental assessments and environmental impact statements that may have an impact on Agency's program(s). The Agency and City depending on the length and complexity of the assessment or impact statement shall determine "sufficient time".
20. The Agency shall hold the City harmless for not certifying a project for the release of funds, or for failing to approve an environmental assessment, or not make a "finding of no significant impact" if the City did not certify a project because the City did not complete an environmental review (as defined in paragraph 18 above) or because the City was unable to make the certification in good faith.

D. FUNDING AND PAYMENT:

1. The City will provide the Agency with funds received from HUD for the Project in accordance with the approved budget for the Project (hereinafter "Project Budget") or the actual cost of the Project, whichever is less. The payment procedure under this Agreement shall be in accordance with the following method: Payment shall be on a reimbursement basis, and upon receipt by the City of a Requisition Form, (which shall be provided by the City) which shall reflect expenditures and incurred expenses by budget line item. The Agency shall also provide support documentation such as invoices for all expenditures included on the Requisition Form.
2. Requests for funds shall be made on a reimbursement basis and shall be received by the City within thirty (30) days of the date the expenditure was made. Checks will be distributed by mail on Fridays. Requests for checks must be received by 5:00 PM the preceding Friday so as to be processed for the next check run.
3. Payments under this Agreement are limited to those HOME funds specified in the Project Budget, but in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of the agency's total allocation.
4. The Agency may contribute all or a portion of their annual allocation to a Community Housing Development Organization (CHDO) participating in the Consortium's HOME program. A letter of endorsement from the City/County Manager or Board Chairman must accompany the annual application in which the contribution and resulting allocation reduction is addressed. In doing so,

the Agency will forfeit a percentage of their administration allocation. The amount allocated to the Agency for administration costs will be six percent (6%) of the HOME funds retained for use by the member agency. No administration costs will be provided for the portion the agency allocates to the CHDO. The forfeited portion of administrative funds will be retained by the lead agency (the City) to offset administration costs.

5. The Agency may use their allocation of HOME Program administrative funds to pay for costs relating to (a) oversight, coordination and general management of HOME project(s); (b) staff and overhead costs; (c) public information costs; (d) cost of fair housing; and (e) costs of complying with Federal requirements, per 24 CFR 92.207. Program administration includes, but is not limited to, the following types of assignments: Developing systems and schedules for ensuring compliance with program requirements; developing agreements with entities receiving HOME funds; monitoring HOME-assisted housing for progress and compliance with program requirements; preparing reports and other documents related to the program and projects; providing local officials and citizens with information about the program; preparing program budgets and schedules; outreach activities; monitoring program activities to assure compliance with program requirements; coordinating resolution of monitoring findings; and managing or supervising persons whose primary responsibilities are with regard to the program. Also included are, travel costs incurred for business in carrying out the program; administrative services performed under third party contracts or agreements (such as legal or accounting services); and other costs for goods and services required for administration of the program.
6. The Agency may use HOME program funds to pay for project-related soft costs, which are costs related to the development or financing of HOME-assisted housing. These costs must be reasonable and necessary costs that are associated with the financing or development (or both) of new construction, rehabilitation or acquisition of housing assisted with HOME funds. These soft costs must be consistent with the requirements of 24 CFR 92.206 and specifically 24 CFR 92.206 (d) (6). However, in no event will the project-related soft costs exceed ten percent (10%) of the Agency's total HOME funds identified in Attachment B of this agreement.

Project related soft costs include such things as work specification preparation; loan processing; construction inspections and oversight; professional services required to prepare plans, drawings, or specifications of a project; costs to process and settle the financing for a project, such as a private lender origination fees, credit reports, fees for title evidence, recordation and filing or legal documents, building permits, attorney's fees, private appraisal fees, fees for independent cost estimates, builders or developers fees, and impact fees that are charged for all projects within a jurisdiction; pre-purchase homebuyer counseling for a HOME-assisted homebuyer; and, costs associated with a project-specific environmental review.

7. The Agency shall certify that the match requirement of 24 CFR 92.218-222, when applicable, will be adhered to, and that non-federal funds in the sum of not less than twenty-five percent of project costs shall be expended. The Agency shall expend non-federal funds as matching contribution in an amount not less than twenty-five percent (25%) of the total HOME funds requested for each eligible dwelling unit. Certification of match expenditures will be provided on a dwelling unit-by-dwelling unit basis and documented to the lead entity no less than quarterly. This procedure will be followed until the total amount of match funds has been met.

If the Agency has excess match they may elect to contribute such excess to another Consortium member's match liability. The contribution must be from nonfederal sources and permanent in

nature. The terms of the contribution shall be outlined in a written agreement between the two members. A copy of the executed agreement shall be submitted to the City.

E. BUDGET CHANGES AND INELIGIBLE EXPENSES:

1. Except for changes made in accordance with subsection (2) below, any and all alterations in the approved use of budgeted funds shall be subject to prior review by the City.
2. Funds may be shifted between line items of the Project without prior approval of the City only to the extent that such action does not exceed ten percent (10%) of the line item total from which the funds are being removed or to which the funds are being added.
3. A report of fund shifts not requiring prior approval by the City shall be reported in writing to the Planning & Development/Consortium Manager within three (3) days after its effective date.
4. Any costs and expenses not covered by the Project Budget, and; hence, eligible for payment from Grant funds, shall be borne entirely by the Agency.

F. RECORD AND REPORTS:

1. The Agency shall maintain and shall make available at reasonable times and places to the City such records and accounts, including property, personnel, and financial records, as are deemed necessary by the City and/or State and Federal agencies in order to assure a proper accounting for all Project funds.
2. The Agency shall provide any duly authorized City representative, representative of HUD and the Comptroller General of the United States, at all reasonable times, access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the HOME funds and the fulfillment of this agreement for a period of three years following the completion of all close-out procedures respecting HOME funds, and the final settlement and conclusion of all issues arising out of the HOME loan.
3. The Agency shall provide quarterly reports to the City that denotes accomplishments, beneficiaries, problems encountered and changes in work schedule and any other information needed by the City to complete the Consolidated Annual Performance Evaluation Report and other reports required by HUD. This quarterly report shall also include an accounting of all program income received and/or expended during the quarter and year to date.
4. The Agency shall provide an Annual Audit Report to the City of Concord performed in compliance with Office of Management and Budget Circular A-133.

G. FINANCIAL ACCOUNTING:

1. The Agency shall establish and maintain fiscal and accounting records in accordance with generally accepted accounting principles and practices.
2. The Agency shall not commingle accounts to an extent that prevents the accounting and auditing of the funds provided hereunder; provided, however, the Agency may supplement the funds provided hereunder from other fund sources.

3. Funds provided hereunder are exclusively for the purposes of this agreement under the terms and conditions of the agreement, and the Agency shall not temporarily or permanently shift such funds to other programs or utilize for other purposes for any reason.

H. INSURANCE AND LIABILITY:

The Agency's chief financial officer or insurer shall ensure that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount consistent with sound fiscal practice.

Work to be performed as provided herein shall be done by the Agency as an Independent Contractor. The City shall not be liable for claims for damages or losses arising out of the performance of this Agreement by the Agency, its employees, officers or agents and the Agency shall indemnify and hold harmless the City, its officers, agents and employees from all such claims arising under this agreement.

I. RESIDENT ECONOMIC OPPORTUNITY:

1. The Agency shall take affirmative action to ensure that residents of the project area are given maximum opportunity for training, employment and business opportunities.
2. When qualified applicants are available, preference shall be given to residents of the project area in filling all training, business opportunities and jobs generated by the Program even where employment results outside the geographic boundary of the project area.

J. PUBLICITY:

The Agency shall make every effort in its publicity and in other ways, to fully inform the public concerning the Project. Any publicity given to the Project must recognize the Cabarrus/Iredell/Rowan HOME Consortium as the sponsor and the Project being funded by HUD through the HOME Investment Partnership Program. The City will, in all publicity originated by it concerning the Project, recognize the Agency as the entity responsible for carrying out the Project.

K. SUSPENSION OR TERMINATION FOR CAUSE:

1. The City, upon written notice to the Agency, may suspend or terminate payment of Grant funds to the Agency in whole or in part for cause which shall include, but not limited to, the following:
 - (a) Ineffective or improper use of Grant funds;
 - (b) Failure to comply with the terms and conditions of this agreement;
 - (c) Submission to the City of reports which are incorrect or incomplete in any material respect;
 - (d) Suspension of the Grant from HUD to the City in whole or part for any reason.
2. The City, upon written notice to the Agency, may also withhold payment of any unearned portion of the Grant if the Agency is unable or unwilling to accept any additional conditions that may be provided by law, by executive order, by regulations or by other policy announced by HUD.
3. If the City withholds payment, it shall advise the Agency in writing what action must be taken as a condition of precedent to the resumption of payment.

L. ASSIGNABILITY:

This agreement is expressly non-assignable without the prior written consent and approval of the City; nor may the Project be continued by a successor to the Agency herein named without the prior written consent of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement.

M. DOCUMENTS OF INCORPORATION:

This Agreement is expressly made subject to all Attachments hereto, to all of the attachments, provisions, requirements, federal, state, and local laws and the Cabarrus/Iredell/Rowan HOME Consortium Joint Cooperation Agreement and of the Funding Agreement between the City and HUD and to any and all requirements, whether federal, state or local, verbal or written, placed upon the City as lead entity of the Cabarrus/Iredell/Rowan HOME Consortium. All of the foregoing are hereby made a part of this Agreement and incorporated herein by reference. Examples of documents incorporated herein by reference include, but are not limited to, those set forth in **Attachment "C."**

N. MISCELLANEOUS PROVISIONS:

1. The singular of any term used in this Agreement shall include the plural, and the masculine shall include the plural, and the masculine shall include the feminine, and vice versa.
2. A signed copy of this Agreement shall be considered as an original.
3. All notices under this agreement shall be addressed to the following unless otherwise notified:

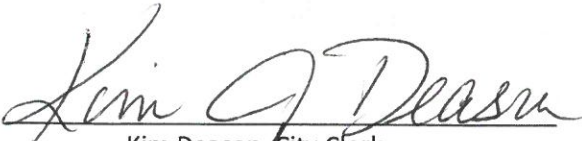
CITY OF CONCORD

Attn: Pepper Bego
Federal Program Coordinator/Consortium Manager
Business and Neighborhood Services
P.O. Box 308
Concord, N.C. 28027-0308

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed on its behalf and attested; and the Agency has caused the same to be duly executed and attested on its behalf.

ATTEST:

CITY OF CONCORD



Kim Deason, City Clerk

By: 
Lloyd Payne, City Manager

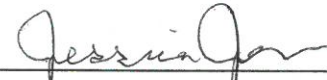
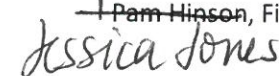
(Corporate Seal)



APPROVED AS TO FORM


Valerie Kolczynski, City Attorney

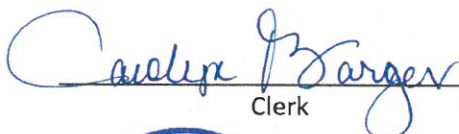
This instrument has been pre-audited in the manner required by the "Local Government Budget and Fiscal Control Act."


Pam Hinson, Finance Director


.

ATTEST:

ROWAN COUNTY


Clerk

By:  
County Manager

11/30/2021



APPROVED AS TO FORM


Jay Weiss (Nov 22, 2021 08:31 EST)

County Attorney

This instrument has been pre-audited in the manner required by the "Local Government Budget and Fiscal Control Act."


Jim Hovden (Nov 29, 2021 10:22 EST)
Finance Director

Attachment A

Project Description

The 2020-21 HOME program allocation will be used to provide housing rehabilitation assistance to five (5) households within Rowan County limits, excluding the Salisbury and Kannapolis entitlement areas (see attached program service area map). Individuals or families whose incomes are 80% or less of the area median income are eligible for assistance. The program will be administered by Salisbury Community Development Corporation (SCDC), a 501(c)3 non-profit HUD-certified housing agency, under contract with Rowan County.

All Rowan County homeowners in the non-entitlement areas of Rowan County will be encouraged to apply for assistance. Applications will be accepted on a first-come-first-served basis. Applicants must meet program and HUD income guidelines to be eligible. Qualified owner-occupied homes will be inspected to determine feasibility for the program and to assess needed improvements related to livability, health and safety, and energy efficiency. Priorities include repairs that address immediate needs, such as leaking roofs or inadequate systems, to ensure a safe living environment, in addition to improvements that will reduce ongoing utility costs and keep the home affordable over the longer term.

For all eligible projects, a work write-up will be prepared by a qualified rehabilitation specialist and the work will be competitively bid. Section 8 contractors and women/minority-owned firms will be encouraged to bid on projects. Homes built prior to 1978 will be assessed for lead-based hazards, and where indicated by positive test results, lead abatement or removal will be completed only by certified lead abatement contractors.

The funding is provided by Rowan County at zero percent (0%) interest which will be forgiven at a rate of 12.5% per year, or eight (8) years from the loan closing date. No payments will be due as long as the owner continues to own and occupy the home as their primary residence. The homeowner may not sell, refinance, rent or change the ownership status of the home until the grant is forgiven unless repayment of the remaining balance is made.

Attachment B

SECTION III

PROJECT BUDGET AND FUNDING

III (a) Budget

Show all funding sources for the project or projects you plan to undertake. Be sure to include program income.

Project Revenue

	Source	Amount
HOME funds being requested		\$178,220
HOME funds from prior year(s)		
HOME Program Income		
Other Federal Funds		
State/Local Funds (list)		
Bank Loans (CICCAR)		
Other Cash Contributions	Property Donation	\$34,000
Other local loans		
Private Grants	2018 Urgent Repair Program	\$10,555
Total Funds Available*		\$222,775

* This total should be the same as your "Total Development Costs" total in the **Estimated Costs** table on page 7.

Provide the details of all loans and/or grants, other than HOME, listed above for the project.

ATTACHMENT C

CERTIFICATIONS

The following are made a part of this contract:

1. Office of Management and Budget Circular A-87 as applied to cost principles for State and local governments;
2. 24 CFR Part 85 as applied to Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments;
3. Title VI of the Civil Rights Act of 1964;
4. Title VIII of the Civil Rights Act of 1968, known as the Fair Housing Act;
5. Drug Free Workplace Act;
6. Provisions of 24 Code of Federal Regulations Part 92.357 as related to debarred, suspended or intelligible contractors;
7. National Historic Preservation Act of 1966;
8. 24 Code of Regulations Part 92 containing regulations for the HOME Investment Partnerships Program;
9. Furthering fair housing; and Executive Order 11063;
10. Section 109 of the Housing and Community Development Act of 1974 (the Act), as amended; and regulations issued pursuant thereto regarding prohibited discriminatory actions;
11. Requirements as set forth in 24 CFR Part 92.354;
12. The National Environmental Policy Act, as related to environmental standards and regulations contained in 24 CFR Part 58;
13. Section 202(a) of the Flood Disaster Protection Act of 1973, as amended, relating to the National Flood Insurance Program in accordance with 44 CFR Parts 59 – 79 and 24 CFR Part 92.358;
14. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations in 24 CFR Part 92.353;
15. Executive Order 11246, as amended by Executive Order 112086 and regulations issued pursuant thereto (41 CFR Chapter 60), relating to employment and contracting opportunities;
16. Section 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations contained in 24 CFR Part 35, Subpart B and 24 CFR 92.355 prohibiting the use of lead-based paint in residential structures;
17. The prohibition against employing, awarding of contracts to, or engaging the services of any contractor or subcontractor debarred, suspended or ineligible for federal funds under 24 CFR Part 24 and 24 CFR Part 92.537;
18. The conflict of interest provisions contained in 24 CFR Part 85.36 and 24 CFR Part 92.356 in the procurement of supplies, equipment, construction and services;
19. Executive Order 12372 Concerning intergovernmental review of federal programs including implementing regulations contained in 24 CFR Part 52;

20. Section 3 of the Housing and Urban Development Act of 1968, as amended, concerning Affirmative Action in the provision of training employment and business opportunities;
21. Americans with Disabilities Act (ADA).

Greg Edds, Chairman
Jim Greene, Vice-Chairman
Mike Caskey
Judy Klusman
Craig Pierce



Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144
Telephone 704-216-8180 • FAX 704-216-8195

March 5, 2020

I, Carolyn Barger, Clerk to the Board for the Rowan County Board of Commissioners, do hereby certify the information below is a true **draft** excerpt of the minutes of the regular meeting held on **March 2, 2020** by the Rowan County Board of Commissioners. Present were Chairman Greg Edds, presiding, Vice-Chairman Jim Greene, and Commissioners Craig Pierce and Judy Klusman. Commissioner Mike Caskey was absent.

4. PUBLIC HEARING: 2020-21 HOME FUNDING ACTION PLAN

Planning Director Ed Muire explained that as a member of the Cabarrus/Iredell/Rowan HOME Consortium, Rowan County anticipated receiving approximately \$192,081 in project funds for FY 2020-21. As noted in the County's application, Staff anticipated the required match for participation [25% of project funds] would be obtained from Urgent Repair Program funds (NC Housing Finance Agency) and a property donation in the Town of Spencer. Both of these qualify as non-Federal sources and can be used as matching funds.

The scope of the FY 20-21 program would provide housing rehabilitation to at least five (5) owner occupied homes in the County. The County's application for submittal to the City of Concord was in the agenda packet.

According to the staff report regarding the Program Administration, the Salisbury Community Development Corporation (CDC) had managed the County's HOME program since 2012 and Staff recommended the agency for administration of the FY 20-21 program. HUD rules stipulated that procurement was necessary when general project administration exceeded \$25,000; however, based on an anticipated allocation of \$192,081, the maximum allowable project administration funds amounted to \$11,525. Therefore, no formal bids were necessary.

Chairman Edds opened the public hearing to receive citizen input regarding the HOME Funding Action Plan for 2020-21. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Klusman asked if the grant amount was the same as the prior year. Mr. Muire responded yes and explained how the funding cycle worked.

Commissioner Greene inquired as to the average spent on the homes. Mr. Muire reported the cap was \$40,000; however, he said not all homes reached this amount.



In response to an inquiry from Commissioner Klusman, Mr. Muire discussed how the grant funds were always "rolling." Mr. Muire stated the number of homes actually worked on ranged from 5 to 8 each year, depending on the number of active programs.

Commissioner Klusman suggested showing the before and after pictures next year. Mr. Muire said the Consortium put together an update each year called the CAPER that was sent to HUD. Mr. Muire said he would send the CAPER to the Board.

Commissioner Greene asked who followed up on the grants and Mr. Muire said Staff was asking the Board to continue the County's relationship with Salisbury Community Development for the administrative services.

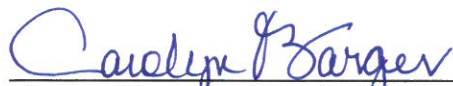
Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the FY 2020-21 HOME Funding Action Plan passed unanimously (4-0).

Commissioner Pierce moved approval to authorize the County Manager to sign the application as the Certifying Official; to authorize the County Manager to sign all administrative related housing documents associated with the program and to authorize the County Manager to enter into a contract with the Salisbury CDC to administer the County's HOME Program for FY 20-21. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

Witness my hand and the Official Seal of the County, this the 5th day of March, 2020.

(SEAL)




Carolyn Barger, MMC, NCMCC
Clerk to the Board of Commissioners

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: January 25, 2023
SUBJECT: Fair Housing Plans

BACKGROUND

The attached Fair Housing Plan will extend the current plan from January 2023 until December 2026. This plan outlines activities the County intends to take on a quarterly basis to promote awareness of fair housing issues and housing related discrimination.

The plan, accompanying resolution and complaint procedures are required components for participation in the HOME program and any CDBG programs or grants the County may apply for in the future.

RECOMMENDATION

Authorize the Chairman to sign the attached Fair Housing Plan, Resolution (placed on Commission letterhead) and Complaint Procedure.

ATTACHMENTS:

Description	Upload Date	Type
Fair Housing Plan 2023-26	1/26/2023	Backup Material
Fair Housing Resolution	1/26/2023	Backup Material
Fair Housing Complaint Procedures	1/26/2023	Backup Material

Recipient's Plan to Further Fair Housing 2023-2026

Grantee: Rowan County, NC

Recipient's Address: 130 W. Innes Street Salisbury, NC 28144

Contact Person: Ed Muire

Contact Phone #:704-216-8588

Contact Email:

TDD #: 1-800-735-2962 [English]

Ed.Muire@rowancountync.gov

1-888-825-6570 [Spanish]

I. Indicate if the Recipient will be affirmatively furthering fair housing for the first time or has implemented specific activities in the past.

First Time _____

Past Activities X

II. Identify and analyze obstacles to affirmatively furthering fair housing in recipient's community. (Use additional pages as necessary)

Major obstacles identified in the Cabarrus/Iredell/Rowan HOME Consortium's 2020-2024 Analysis of Impediments to Fair Housing Choice include:

- Cost of New and Existing Housing – The cost of existing and new single-family residential homes continues to rise, which hinders the ability to purchase and construct affordable homes. According to 2022 HUD data, the unadjusted median purchase price for existing and new homes in Rowan County has risen by more than twenty-seven (27%) and ten percent (10%) respectively since 2019.
- High Rental Housing Rates and Supply of Affordable Rental Housing – Renters are the most cost-burdened group in the Charlotte metro region. The demand for rental housing is outpacing supply. According to 2021 North Carolina Housing Coalition data, twenty-three percent (23%) of Rowan County households are cost burdened; approximately 5,691 have difficulty paying their rent and 6,238 homeowners have difficulty affording their home.
- Insufficient supply of adequate and affordable housing - There remains a shortage of affordable housing related to cost of new home construction, restrictive zoning regulations, lack of / or cost of infrastructure, insufficient financial incentives and public attitudes resisting increasing residential densities.
- Shortage of Temporary Housing for Homeless Persons – A 2018 study commissioned by The Salvation Army revealed a tremendous need for emergency shelter beds in the region, especially for homeless families with children.
- Mortgage Lending Practices and Limited Financing for First-Time Homebuyers – There is a shortage of low-interest loans and down payment assistance for first-time homebuyers with low to moderate incomes. The Home Mortgage Disclosure Act analysis identified disproportionately high denial rates for African American

and Hispanic applicants relative to white applicants and higher denial rates in low-income areas.

- *Lack of Awareness Regarding Discrimination and Fair Housing* – There is a continued need to educate renters and homebuyers regarding their rights under the Fair Housing Act as well as advising landlords, realtors, sellers, and bakers about their responsibilities under the same.
- *Lack of Access to Housing that Accommodates Special Populations* – The current regional housing stock is not adequate to serve area residents with special needs, including disabled and elderly residents.

III. Will the above activities apply to the total municipality or county?

Yes X No

If no, provide an explanation.

(Use additional pages as necessary)

IV. Briefly describe the quarterly activities that the recipient will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule and estimated cost for implementation of these activities must be included. *Activities must be scheduled for implementation at least on a quarterly basis.* (Use attached table)

Grantee Name: Rowan County, NC

Quarterly Fair Housing Activity	Months	Year	Estimated Cost	Actual Cost
<i>Example: Establish FH policy, Complaint Procedure</i>	<i>Jan-Mar.</i>	<i>20xx</i>	<i>\$xxxx</i>	<i>\$xxxx</i>
Rowan County will publish notice in the <i>Salisbury Post</i> regarding its Fair Housing complaint procedures in English and Spanish that includes the NC TDD#	Jan – Mar	2023	\$715.00	
The County will partner with Salisbury CDC, the Town of Spencer and City of Salisbury to host a Fair Housing Forum with a member of the NC Human Relations Commission presenting. This forum will be open to the public and local municipalities.	April-June	2023	\$150	
Rowan County will advise its Health and Social Services Department regarding the type and availability of assistance offered for citizens and methods of referral related to housing discriminations	July - Sept	2023	\$0	
Rowan County Planning Board will evaluate its Subdivision and Zoning Ordinances to determine if these policies are complimentary to its Fair Housing	Oct – Dec	2023	\$0	

strategy				
Rowan County will distribute Fair Housing pamphlets to local lending institutions	Jan – Mar	2024	\$0	
Subject to scheduling, administrative Staff will attend the NC Fair Housing Communities Conference in Raleigh, NC Promotions and data recognizing the month of April as Fair Housing month will be prominently displayed on the County webpage and social media posts and blasts	April – June	2024	\$100	
Rowan County will post Fair Housing posters in both English and Spanish at appropriate locations in the County’s administration buildings to be visible to the public	July - Sept	2024	\$0	
Rowan County will publish notice in the <i>Salisbury Post</i> regarding its Fair Housing complaint procedures in English and Spanish that includes the NC TDD#	Oct – Dec	2024		
Rowan County will advertise and conduct a public hearing regarding its intent to adopt its updated <u>Analysis of Impediments to Fair Housing Choice</u>	Jan – Mar	2025	\$150	
The County will partner with Salisbury CDC, the Town of Spencer and City of Salisbury to host a Fair Housing Forum with a member of the NC Human Relations Commission presenting. This forum will be open to the public and local municipalities.	April – June	2025	\$150	
The County will partner with assistance agencies and other non-entitlement municipalities to ensure that fair housing complaints are directed to Rowan County directly or via United Way’s 2-1-1 phone resource	July – Sept	2025		
Rowan County will verify and update (as necessary) information on its website related to Title VIII compliance	Oct – Dec	2025		
The County will update its website resources to include those agencies or resources that cater or provide services to homeless persons, transitional and rental housing	Jan – Mar	2026		

Subject to scheduling, administrative Staff will attend the NC Fair Housing Communities Conference in Raleigh, NC Promotions and data recognizing the month of April as Fair Housing month will be prominently displayed on the County webpage and social media posts and blasts	April – June	2026	\$100	
Administrative staff will solicit for interested parties via the Chamber of Commerce to be included as a resource for low to moderate income individuals needing financial or housing assistance / counseling	July – Sept	2026		
The County will obtain Fair Housing posters from the NC Human Relations Commission (NCHRC) and be made available to the public at the County’s administration buildings.	Oct – Dec	2026		

V. Describe recipient’s method of receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under this CDBG grant. Include a description of how the recipient informs the public about the complaint procedures. (Use additional pages as necessary)

Rowan County has adopted (and will update as necessary) a Fair Housing Resolution and Complaint Procedure designating the Planning Director as the official representative of the County to receive complaints regarding housing discrimination subject to this CDBG grant. Complaints will be referred to the NC Human Relations Commission for investigation, conciliation and resolution within ten (10) calendar days from the date of receipt. The County will also submit a response in writing within the same 10 day period to the individual which filed the complaint informing them of the action being taken.

The County’s method for receiving and resolving housing complaint procedures is supplemented by the process below:

- 1) Any person or persons wishing to file a complaint of housing discrimination in the Rowan County may do so by informing the Planning Director of the facts and circumstance of the alleged discriminatory acts or practice.
- 2) Upon receiving a housing discrimination complaint, the Planning Director shall acknowledge the complaint within 10 days in writing and inform the Division of

Community Assistance and the North Carolina Human Relations Commission about the complaint.

- 3) The Planning Director shall offer assistance to the Commission in the investigation and reconciliation of all housing discrimination complaints which are based on events occurring in Rowan County.
- 4) The Planning Director shall publicize in the local newspaper, with the TDD#, that the Planning and Development Department is the local agency to contact with housing discrimination complaints.

Adopted this _____ day of _____, 20__.

Gregory C. Edds
Chairman, Rowan County Board of Commissioners

ATTEST: _____ (*Clerk*)

**FAIR HOUSING RESOLUTION
ROWAN COUNTY, NORTH CAROLINA**

WHEREAS, Rowan County seeks to protect the health, safety and welfare of its residents; and,

WHEREAS, citizens seek safe, sanitary, and habitable dwellings in all areas of the County; and

WHEREAS, Rowan County finds the denial of equal housing opportunities because of religion, race, color, sex, familial or handicap status, or national origin legally wrong and socially unjust; and

WHEREAS, the denial of equal housing opportunities in housing accommodations is detrimental to public welfare and public order; and

WHEREAS, Rowan County finds the practice of discrimination against a citizen in housing a denial of his equal rights and his equal opportunity to seek a better living and develop community pride;

NOW THEREFORE, BE IT RESOLVED, by the Rowan County Board of Commissioners of Rowan County, North Carolina, that

- Section 1. Rowan County has declared it an official policy of Rowan County that there shall not be discrimination in the terms or conditions for buying or renting housing in Rowan County.
- Section 2. All business groups and individual citizens of the County are urged to respect and implement this policy.
- Section 3. The Planning Director, or his designate, of Rowan County is the official authorized by the County to (1) receive and document complaints regarding housing discrimination in the County; and (2) refer such complaints to the North Carolina Human Relations Board of Commissioners for investigation, conciliation and resolution.

Adopted this _____ day of _____, 2023.

Chairman, Rowan County Board of Commissioners

ATTEST: _____
Clerk to the Board

ROWAN COUNTY

FAIR HOUSING COMPLAINT PROCEDURE

Housing discrimination is prohibited by Title VIII of the Civil Rights Act of 1968 and by the North Carolina State Fair Housing Act. In an effort to promote fair housing and to ensure that the rights of housing discrimination victims are protected, Rowan County has developed the following procedures for receiving and resolving housing discrimination complaints:

1. Any person or persons wishing to file a complaint of housing discrimination in Rowan County may do so by informing the Planning Director of the facts and circumstances of the alleged discriminatory acts or practice.
2. Upon receiving a housing discrimination complaint, the Planning Director shall acknowledge the complaint within 10 days in writing and inform the North Carolina Human Relations Commission (217 W. Jones St., Raleigh, NC 27603- 1334, 919-431-3000) about the complaint.
3. When a housing complaint cannot be resolved at the local level, the Planning Director shall offer assistance to the Human Relations Commission in the investigation and reconciliation of all housing discrimination complaints which are based on events occurring in Rowan County.
4. The County shall publicize in the local paper that the Planning Director is the local official to contact with housing discrimination complaints.

Adopted this _____ day of _____, 2023.

Chairman, Rowan County Board of Commissioners

ATTEST: _____
Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: January 26, 2023
SUBJECT: HOME Contract w/ Salisbury Community Development Corporation [2021-22] and Funding Agreement w/ Concord

BACKGROUND

Similar circumstances referenced in a companion memo requesting approval of a contract for Salisbury Community Development Corporation (CDC) to administer the County's HOME program, delayed the 2021-22 program as well.

At its April 19, 2021 meeting (certified minutes excerpt attached), the Commission authorized the County Manager to enter into a contract with the CDC to manage the program and Concord to fund the activities for the 2021-22 program year.

RECOMMENDATION

1. Authorize the County Manager and related staff to sign the attached funding agreement with the City of Concord for participation in the FY 2021-22 HOME program; and,
2. Authorize the County Manager and related staff to sign the attached contractual agreement with the Salisbury CDC to administer the County's 2021-22 HOME program

ATTACHMENTS:

Description	Upload Date	Type
HOME Funding Agreement w/ Concord	1/26/2023	Backup Material
2021-22 Contract w/ Salisbury CDC	1/26/2023	Backup Material
April 19, 2021 BoC minutes excerpt	1/26/2023	Backup Material

ANNUAL AGREEMENT FOR THE EXECUTION OF THE HOME INVESTMENT PARTNERSHIPS PROGRAM

This Agreement, made and entered into this _____ day of _____, 2022 and between the **City of Concord**, a municipal corporation organized and existing under the laws of the State of North Carolina, and serving as the lead entity of the Cabarrus/Iredell/Rowan HOME Consortium (hereinafter "City"), and **Rowan County**, a body politic and incorporated under the laws of the State of North Carolina (hereinafter "Agency") has been designated to receive **\$209,696** in project funds and **\$12,582** for administrative costs; and

WITNESSETH:

WHEREAS, the City has entered into an Agreement to receive funds for a Home Investment Partnerships Program (hereinafter "Funding Agreement") with the U.S. Department of Housing and Urban Development (hereinafter "HUD"); and

WHEREAS, it is the purpose of this agreement to effect a specified portion of the program approved by the Funding Agreement in accordance with the policies expressed by and declared in Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (hereinafter "Act"); and

WHEREAS, pursuant to said purpose the Agency is undertaking certain activities and desires to engage the City to render certain assistance in such undertakings.

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto, it is agreed as follows:

A. SCOPE OF SERVICES:

1. The services to be performed pursuant to this Agreement (hereinafter "Project"), shall be those specified in the Scope of Services (attached hereto as ***Attachment A***), and under the Project Title(s), **Owner-Occupied Rehabilitation**, in the Action Plan submitted by the City and approved by HUD as that Action Plan now reads or as it may later be modified in accordance with regulations promulgated by HUD.
2. The City may, from time to time, request changes in the scope of service of the Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Agency's compensation, which is mutually agreed upon by and between the City and the Agency, shall be incorporated in written amendments to the Agreement.

B. DURATION OF AGREEMENT:

This Agreement shall be effective as of the **6th day of January 2022**, and shall remain in effect during the period of affordability required by the Act under 24 CFR Part 92.252 or 92.254.

C. TERMS AND CONDITIONS:

1. The Agency shall enforce this agreement through a promissory note and deed of trust on all real properties receiving an investment of HOME funds which require compliance with all applicable HOME Program requirements. This Agreement shall be considered breached if the Agency materially

fails to comply with any term in this Agreement and shall result in the termination of this Agreement and the recapture of all HOME funds disbursed to the Agency.

2. The Agency shall assume responsibility for managing the day-to-day operations of its HOME program to assure compliance with program requirements outlined in 24 CFR Part 92 and for taking appropriate action when performance problems arise.
3. The Agency shall take full responsibility for ensuring that housing projects assisted with HOME funds meet the affordability and resale requirements of 24 CFR 92.252 or 92.254 as applicable, and shall repay its award of HOME funds in full to the City if the housing does not meet the affordability requirements for the specified time period.
4. The Agency shall retain as program income all repayment, interest, and other return on the investment of HOME funds in a separate local account for use to fund additional eligible HOME activities of the Agency's choosing and agrees to invest all returns on HOME investments in other eligible activities before drawing down additional HOME funds from the City of Concord.
5. The Agency shall request disbursement of HOME funds only after local match funds have been expended to complete each project.
6. The Agency shall submit a fully executed Project Completion Report to the City no later than 10 days following occupancy of each completed housing unit.
7. The Agency shall require all owners of housing assisted with HOME funds to maintain the housing in compliance with applicable Housing Quality Standards and local housing code requirements for the duration of the agreement.
8. The Agency shall, where applicable, review the activities of owners of rental housing assisted with HOME funds to assure compliance with the requirements set out in 24 CFR Part 92 not less than annually. Each review must include an annual onsite inspection to determine compliance with housing codes and the HOME Program requirements. These inspections shall be conducted for each unit in a period during the project's period of affordability.
9. The City shall hold the Agency responsible for complying with the provisions of this agreement even when the Agency designates a third party or parties to undertake any part of the program. The Agency shall not pass on their administrative responsibility to insure compliance with all applicable regulations. All third parties must be bound in writing to the same provisions as required in this agreement.
10. None of the following or their immediate family members, during the tenure of the subject person for one year thereafter, shall have any direct or indirect financial interest in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this agreement: Employees, agents, or officials of the Agency, including members of the governing body, who exercise any function or responsibility with respect to the program. The same prohibition shall be incorporated in all such contracts and subcontracts.
11. The assistance provided under this agreement shall not be used by the Agency to pay a third party to lobby the United States government for funding approval, approval of applications for additional assistance, or any other approval or concurrence of HUD required under this agreement. However, HOME funds may be used to pay reasonable fees for bona fide technical, consultant, managerial or

other such services, other than actual solicitations, provided these services are eligible as a program cost.

12. The Agency shall reimburse the City for any amount of HOME funds determined by HUD to have been improperly expended, and the City shall retain the right to recover any questioned costs or overpayments from the Agency.
13. Upon termination, the Agency shall remit any unexpended balance of advanced payments on account of the Grant as well as such other portions of such payments previously received as determined by the City to be due and the action of the City in accepting any such amount shall not constitute a waiver of any claim which the City may otherwise have.
14. The Agency shall allow the City to carry out monitoring and evaluation activities as determined necessary by the City and HUD.
15. In the event of termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Agency under this Agreement shall, at the option of the City, become the property of the City.
16. The Agency is required to have fifty percent (50%) of its funds obligated by March 1, 2024 and one hundred percent (100%) by October 1, 2024. If funds are not obligated by these dates, the Consortium may recapture the unobligated funds.

Funds must be 100% drawn down by July 1, 2026. If all funds are not drawn by this date, the balance will be recaptured by the Consortium and reallocated. All member governments and Community Housing Development Organizations (CHDOs) will have the opportunity to apply for recaptured funds via a competitive application process. Applicants that can expend the money in the shortest amount of time will rank highest.

In the event the draw down deadline is not met due to an extenuating circumstance, the deadline may be extended upon approval by the full consortium.

17. The Agency shall comply with all labor standards, nondiscrimination and equal opportunity responsibilities outlined in Title 24.
18. The Agency shall conduct all environmental reviews, including but not limited to environmental assessments, environmental impact statements or other required environmental studies, pursuant to 24 CFR 58 et seq., in a timely manner. Agency shall also comply with all applicable environmental laws, including but not limited to all laws governing environmental impacts, environmental policy, sedimentation, erosion control wetlands, water quality, storm water quality, floodplain management, air pollution, resource conservation and recovery, hazardous or toxic materials of any kind or any other environmental or nuisance ordinance, statute or rule listed in 24 CFR 58.5 and 58.6. Environmental reviews requiring public comment shall be presented to the City for inspection no less than 15 days prior to advertising, as required by 24 CFR 58.56. In the event that the City, the U.S. Department of Housing and Urban Development, U.S. Environmental Protection Agency, N.C. Dept. of Environment and Natural Resources, U.S. Army Corps of Engineers or any other governmental body having jurisdiction finds that any environmental review was not properly conducted or is in any way inadequate, the Agency shall fully indemnify and save harmless the City, its agents, officers, and employees, to the maximum extent allowed by law, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the

Agency, its contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable in regard to the environmental reviews described above and in 24 CFR 58.5 and 58.6. The Agency shall not be liable for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Agency shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection, "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section shall remain in force for a period of one year from the completion date of Work despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Agency under this Agreement.

19. The Agency shall ensure that the City has sufficient time to review and comment on all environmental reviews as defined in paragraph 18, environmental assessments and environmental impact statements that may have an impact on Agency's program(s). The Agency and City depending on the length and complexity of the assessment or impact statement shall determine "sufficient time".
20. The Agency shall hold the City harmless for not certifying a project for the release of funds, or for failing to approve an environmental assessment, or not make a "finding of no significant impact" if the City did not certify a project because the City did not complete an environmental review (as defined in paragraph 18 above) or because the City was unable to make the certification in good faith.

D. FUNDING AND PAYMENT:

1. The City will provide the Agency with funds received from HUD for the Project in accordance with the approved budget for the Project (hereinafter "Project Budget") or the actual cost of the Project, whichever is less. The payment procedure under this Agreement shall be in accordance with the following method: Payment shall be on a reimbursement basis, and upon receipt by the City of a Requisition Form, (which shall be provided by the City) which shall reflect expenditures and incurred expenses by budget line item. The Agency shall also provide support documentation such as invoices for all expenditures included on the Requisition Form.
2. Requests for funds shall be made on a reimbursement basis and shall be received by the City within thirty (30) days of the date the expenditure was made. Checks will be distributed by mail on Fridays. Requests for checks must be received by 5:00 PM the preceding Friday so as to be processed for the next check run.
3. Payments under this Agreement are limited to those HOME funds specified in the Project Budget, but in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of the agency's total allocation.
4. The Agency may contribute all or a portion of their annual allocation to a Community Housing Development Organization (CHDO) participating in the Consortium's HOME program. A letter of endorsement from the City/County Manager or Board Chairman must accompany the annual application in which the contribution and resulting allocation reduction is addressed. In doing so, the Agency will forfeit a percentage of their administration allocation. The amount allocated to the Agency for administration costs will be six percent (6%) of the HOME funds retained for use by the

member agency. No administration costs will be provided for the portion the agency allocates to the CHDO. The forfeited portion of administrative funds will be retained by the lead agency (the City) to offset administration costs.

5. The Agency may use their allocation of HOME Program administrative funds to pay for costs relating to (a) oversight, coordination and general management of HOME project(s); (b) staff and overhead costs; (c) public information costs; (d) cost of fair housing; and (e) costs of complying with Federal requirements, per 24 CFR 92.207. Program administration includes, but is not limited to, the following types of assignments: Developing systems and schedules for ensuring compliance with program requirements; developing agreements with entities receiving HOME funds; monitoring HOME-assisted housing for progress and compliance with program requirements; preparing reports and other documents related to the program and projects; providing local officials and citizens with information about the program; preparing program budgets and schedules; outreach activities; monitoring program activities to assure compliance with program requirements; coordinating resolution of monitoring findings; and managing or supervising persons whose primary responsibilities are with regard to the program. Also included are, travel costs incurred for business in carrying out the program; administrative services performed under third party contracts or agreements (such as legal or accounting services); and other costs for goods and services required for administration of the program.
6. The Agency may use HOME program funds to pay for project-related soft costs, which are costs related to the development or financing of HOME-assisted housing. These costs must be reasonable and necessary costs that are associated with the financing or development (or both) of new construction, rehabilitation or acquisition of housing assisted with HOME funds. These soft costs must be consistent with the requirements of 24 CFR 92.206 and specifically 24 CFR 92.206 (d) (6). However, in no event will the project-related soft costs exceed ten percent (10%) of the Agency's total HOME funds identified in Attachment B of this agreement.

Project related soft costs include such things as work specification preparation; loan processing; construction inspections and oversight; professional services required to prepare plans, drawings, or specifications of a project; costs to process and settle the financing for a project, such as a private lender origination fees, credit reports, fees for title evidence, recordation and filing or legal documents, building permits, attorney's fees, private appraisal fees, fees for independent cost estimates, builders or developers fees, and impact fees that are charged for all projects within a jurisdiction; pre-purchase homebuyer counseling for a HOME-assisted homebuyer; and, costs associated with a project-specific environmental review.

7. The Agency shall certify that the match requirement of 24 CFR 92.218-222, when applicable, will be adhered to, and that non-federal funds in the sum of not less than twenty-five percent of project costs shall be expended. The Agency shall expend non-federal funds as matching contribution in an amount not less than twenty-five percent (25%) of the total HOME funds requested for each eligible dwelling unit. Certification of match expenditures will be provided on a dwelling unit-by-dwelling unit basis and documented to the lead entity no less than quarterly. This procedure will be followed until the total amount of match funds has been met.

If the Agency has excess match they may elect to contribute such excess to another Consortium member's match liability. The contribution must be from nonfederal sources and permanent in nature. The terms of the contribution shall be outlined in a written agreement between the two members. A copy of the executed agreement shall be submitted to the City.

E. BUDGET CHANGES AND INELIGIBLE EXPENSES:

1. Except for changes made in accordance with subsection (2) below, any and all alterations in the approved use of budgeted funds shall be subject to prior review by the City.
2. Funds may be shifted between line items of the Project without prior approval of the City only to the extent that such action does not exceed ten percent (10%) of the line item total from which the funds are being removed or to which the funds are being added.
3. A report of fund shifts not requiring prior approval by the City shall be reported in writing to the Planning & Development/Consortium Manager within three (3) days after its effective date.
4. Any costs and expenses not covered by the Project Budget, and; hence, eligible for payment from Grant funds, shall be borne entirely by the Agency.

F. RECORD AND REPORTS:

1. The Agency shall maintain and shall make available at reasonable times and places to the City such records and accounts, including property, personnel, and financial records, as are deemed necessary by the City and/or State and Federal agencies in order to assure a proper accounting for all Project funds.
2. The Agency shall provide any duly authorized City representative, representative of HUD and the Comptroller General of the United States, at all reasonable times, access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the HOME funds and the fulfillment of this agreement for a period of three years following the completion of all close-out procedures respecting HOME funds, and the final settlement and conclusion of all issues arising out of the HOME loan.
3. The Agency shall provide quarterly reports to the City that denotes accomplishments, beneficiaries, problems encountered and changes in work schedule and any other information needed by the City to complete the Consolidated Annual Performance Evaluation Report and other reports required by HUD. This quarterly report shall also include an accounting of all program income received and/or expended during the quarter and year to date.
4. The Agency shall provide an Annual Audit Report to the City of Concord performed in compliance with Office of Management and Budget Circular A-133.

G. FINANCIAL ACCOUNTING:

1. The Agency shall establish and maintain fiscal and accounting records in accordance with generally accepted accounting principles and practices.
2. The Agency shall not commingle accounts to an extent that prevents the accounting and auditing of the funds provided hereunder: provided, however, the Agency may supplement the funds provided hereunder from other fund sources.

3. Funds provided hereunder are exclusively for the purposes of this agreement under the terms and conditions of the agreement, and the Agency shall not temporarily or permanently shift such funds to other programs or utilize for other purposes for any reason.

H. INSURANCE AND LIABILITY:

The Agency's chief financial officer or insurer shall ensure that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount consistent with sound fiscal practice.

Work to be performed as provided herein shall be done by the Agency as an Independent Contractor. The City shall not be liable for claims for damages or losses arising out of the performance of this Agreement by the Agency, its employees, officers or agents and the Agency shall indemnify and hold harmless the City, its officers, agents and employees from all such claims arising under this agreement.

I. RESIDENT ECONOMIC OPPORTUNITY:

1. The Agency shall take affirmative action to ensure that residents of the project area are given maximum opportunity for training, employment and business opportunities.
2. When qualified applicants are available, preference shall be given to residents of the project area in filling all training, business opportunities and jobs generated by the Program even where employment results outside the geographic boundary of the project area.

J. PUBLICITY:

The Agency shall make every effort in its publicity and in other ways, to fully inform the public concerning the Project. Any publicity given to the Project must recognize the Cabarrus/Iredell/Rowan HOME Consortium as the sponsor and the Project being funded by HUD through the HOME Investment Partnership Program. The City will, in all publicity originated by it concerning the Project, recognize the Agency as the entity responsible for carrying out the Project.

K. SUSPENSION OR TERMINATION FOR CAUSE:

1. The City, upon written notice to the Agency, may suspend or terminate payment of Grant funds to the Agency in whole or in part for cause which shall include, but not limited to, the following:
 - (a) Ineffective or improper use of Grant funds;
 - (b) Failure to comply with the terms and conditions of this agreement;
 - (c) Submission to the City of reports which are incorrect or incomplete in any material respect;
 - (d) Suspension of the Grant from HUD to the City in whole or part for any reason.
2. The City, upon written notice to the Agency, may also withhold payment of any unearned portion of the Grant if the Agency is unable or unwilling to accept any additional conditions that may be provided by law, by executive order, by regulations or by other policy announced by HUD.
3. If the City withholds payment, it shall advise the Agency in writing what action must be taken as a condition of precedent to the resumption of payment.

L. ASSIGNABILITY:

This agreement is expressly non-assignable without the prior written consent and approval of the City; nor may the Project be continued by a successor to the Agency herein named without the prior written consent of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement.

M. DOCUMENTS OF INCORPORATION:

This Agreement is expressly made subject to all Attachments hereto, to all of the attachments, provisions, requirements, federal, state, and local laws and the Cabarrus/Iredell/Rowan HOME Consortium Joint Cooperation Agreement and of the Funding Agreement between the City and HUD and to any and all requirements, whether federal, state or local, verbal or written, placed upon the City as lead entity of the Cabarrus/Iredell/Rowan HOME Consortium. All of the foregoing are hereby made a part of this Agreement and incorporated herein by reference. Examples of documents incorporated herein by reference include, but are not limited to, those set forth in **Attachment "C."**

N. MISCELLANEOUS PROVISIONS:

1. The singular of any term used in this Agreement shall include the plural, and the masculine shall include the plural, and the masculine shall include the feminine, and vice versa.
2. A signed copy of this Agreement shall be considered as an original.
3. All notices under this agreement shall be addressed to the following unless otherwise notified:

CITY OF CONCORD

Attn: Pepper Bego
Federal Program Coordinator/Consortium Manager
Business and Neighborhood Services
P.O. Box 308
Concord, N.C. 28027-0308

Finance Director

Attachment A

Project Description

The 2021-22 HOME program allocation will be used to provide housing rehabilitation assistance to five (5) households within Rowan County limits, excluding the Salisbury and Kannapolis entitlement areas (*see attached program service area map*). Individuals or families whose incomes are 80% or less of the area median income are eligible for assistance. The program will be administered by Salisbury Community Development Corporation (SCDC), a 501(c)3 non-profit HUD-certified housing agency, under contract with Rowan County.

All Rowan County homeowners in the non-entitlement areas of Rowan County will be encouraged to apply for assistance. Applications will be accepted on a first-come-first-served basis. Applicants must meet program and HUD income guidelines to be eligible. Qualified owner-occupied homes will be inspected to determine feasibility for the program and to assess needed improvements related to livability, health and safety, and energy efficiency. Priorities include repairs that address immediate needs, such as leaking roofs or inadequate systems, to ensure a safe living environment, in addition to improvements that will reduce ongoing utility costs and keep the home affordable over the longer term.

For all eligible projects, a work write-up will be prepared by a qualified rehabilitation specialist and the work will be competitively bid. Section 8 contractors and women/minority-owned firms will be encouraged to bid on projects. Homes built prior to 1978 will be assessed for lead-based hazards, and where indicated by positive test results, lead abatement or removal will be completed only by certified lead abatement contractors.

The funding is provided by Rowan County at zero percent (0%) interest which will be forgiven at a rate of 12.5% per year, or eight (8) years from the loan closing date. No payments will be due as long as the owner continues to own and occupy the home as their primary residence. The homeowner may not sell, refinance, rent or change the ownership status of the home until the grant is forgiven unless repayment of the remaining balance is made

Attachment B

SECTION III

PROJECT BUDGET AND FUNDING

III (a) Budget

Show all funding sources for the project or projects you plan to undertake. Be sure to include program income.

Project Revenue

	Source	Amount
HOME funds being requested		\$209,696
HOME funds from prior year(s)		
HOME Program Income		
Other Federal Funds		
State/Local Funds (list)		
Bank Loans (CICCAR)		
Other Cash Contributions		
Other local loans		
Private Grants	Urgent Repair Program	
Total Funds Available*		\$209,696

* This total should be the same as your “*Total Development Costs*” total in the ***Estimated Costs*** table on page 7.

Provide the details of all loans and/or grants, other than HOME, listed above for the project.

ATTACHMENT C

CERTIFICATIONS

The following are made a part of this contract:

1. Office of Management and Budget Circular A-87 as applied to cost principles for State and local governments;
2. 24 CFR Part 85 as applied to Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments;
3. Title VI of the Civil Rights Act of 1964;
4. Title VIII of the Civil Rights Act of 1968, known as the Fair Housing Act;
5. Drug Free Workplace Act;
6. Provisions of 24 Code of Federal Regulations Part 92.357 as related to debarred, suspended or intelligible contractors;
7. National Historic Preservation Act of 1966;
8. 24 Code of Regulations Part 92 containing regulations for the HOME Investment Partnerships Program;
9. Furthering fair housing; and Executive Order 11063;
10. Section 109 of the Housing and Community Development Act of 1974 (the Act), as amended; and regulations issued pursuant thereto regarding prohibited discriminatory actions;
11. Requirements as set forth in 24 CFR Part 92.354;
12. The National Environmental Policy Act, as related to environmental standards and regulations contained in 24 CFR Part 58;
13. Section 202(a) of the Flood Disaster Protection Act of 1973, as amended, relating to the National Flood Insurance Program in accordance with 44 CFR Parts 59 – 79 and 24 CFR Part 92.358;
14. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations in 24 CFR Part 92.353;
15. Executive Order 11246, as amended by Executive Order 112086 and regulations issued pursuant thereto (41 CFR Chapter 60), relating to employment and contracting opportunities;
16. Section 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations contained in 24 CFR Part 35, Subpart B and 24 CFR 92.355 prohibiting the use of lead-based paint in residential structures;
17. The prohibition against employing, awarding of contracts to, or engaging the services of any contractor or subcontractor debarred, suspended or ineligible for federal funds under 24 CFR Part 24 and 24 CFR Part 92.537;
18. The conflict of interest provisions contained in 24 CFR Part 85.36 and 24 CFR Part 92.356 in the procurement of supplies, equipment, construction and services;
19. Executive Order 12372 Concerning intergovernmental review of federal programs including implementing regulations contained in 24 CFR Part 52;

20. Section 3 of the Housing and Urban Development Act of 1968, as amended, concerning Affirmative Action in the provision of training employment and business opportunities;
21. Americans with Disabilities Act (ADA).

SUBRECIPIENT AGREEMENT

This Subrecipient AGREEMENT made this ____ day of _____, 202__, by and between ROWAN COUNTY, hereinafter called the COUNTY and SALISBURY COMMUNITY DEVELOPMENT CORPORATION, hereinafter called the ADMINISTRATOR.

WHEREAS, the COUNTY intends to implement its FY21/22 Rowan County HOME project (hereinafter called the PROJECT) by means of this Subrecipient AGREEMENT with funds awarded by the US Department of Housing and Urban Development through the Cabarrus/Rowan/Iredell HOME Consortium

NOW, THEREFORE, the COUNTY and ADMINISTRATOR, for the consideration hereinafter named, agree as follows:

The COUNTY and ADMINISTRATOR hereby acknowledge and agree that no funds are committed under this Agreement until such time as the US Department of Housing and Urban Development through the Cabarrus/Rowan/Iredell HOME Consortium has issued authorization to proceed with the PROJECT as stipulated in COUNTY's funding approval.

The ADMINISTRATOR agrees to perform for the above-named PROJECT, professional services as hereinafter set forth and in doing so, acknowledges it will comply with the Terms and Conditions of the Annual Agreement for the Execution of the HOME Investment Partnerships Program between the City of Concord, NC and Rowan County, NC as if it were a signatory to the agreement including all applicable federal regulations of 24 CFR Part 92 contained in the HOME Investments Partnerships Program.

The COUNTY agrees to compensate the ADMINISTRATOR for services as hereinafter provided.

The ADMINISTRATOR's scope of work / services shall include:

1. Develop and Maintain Administrative Guidelines, Construction Forms and General Specifications for the PROJECT.
2. Contact and respond to homeowner or applicant inquiries for rehabilitation assistance; develop and maintain applications for HOME assistance, review applications; and provide recommendations for selection of recipients of HOME assistance based on the application guidelines.
3. Complete environmental and historic structures compliance procedures in accordance with HOME guidelines.
4. Assist the County with the financial management of the program.
5. Complete all monthly, quarterly, annual, and closeout performance reports as requested by HOME.
6. Conduct coordination sessions and meetings with the local Building Inspectors as necessary.
7. Complete preliminary work write-ups with cost estimates for dwelling units using HUD Existing Section 8 and HOME Energy Standard; coordinate septic tank and water well permitting process, as necessary.
8. Coordinate bid award process, including attendance at bid opening and contract award recommendations.
9. Conduct periodic inspections (minimum one (1) day per week) of rehabilitation construction activities that includes coordination of lead based paint and asbestos abatement activities.
10. Process and/or negotiate change orders as necessary.
11. Review partial and final payment request from contractors as necessary.
12. Conduct Final Inspection of each dwelling unit, generating “punch lists” and coordinating with the local Inspections Department as necessary.
13. Maintain individual rehabilitation case files on each dwelling unit including associated contracts and for the project in general. Records must be maintained for at least five (5) years after the Project completion date, except for documents imposing recapture provisions, which must be retained 5 years after the expiration of the period of affordability.
14. Assure compliance with all State and Federal EEO, procurement, and affirmative action requirements.
15. Perform and document annual verifications of homeowner(s) in PROJECT assisted housing units to ensure compliance with the affordability period.

The ADMINISTRATOR's services shall not include (1) Appraisals; (2) Legal Services; and (3) Preparation of Audit Reports and/or any other financial documents relating to the project. These services, as required, may be furnished by the ADMINISTRATOR and separately paid for by the COUNTY, for a price to be subsequently agreed upon as the need for these services arises, or in the absence of such separate agreement, as specified hereinafter as "additional services", excepting those cases where the COUNTY chooses to make direct payments for same.

Payment: The COUNTY agrees to pay the ADMINISTRATOR a fee for services noted as follows:

- | | | |
|-----|--------------------------------|---|
| I) | General Project Administration | A fee of Twelve Thousand, Five Hundred Eighty-Two Dollars (\$12,582.00) |
| II) | Service Delivery | A not-to-exceed amount of Twenty Thousand, Nine Hundred Sixty-Nine Dollars (\$20,969) |

It is agreed by the parties hereto that the appropriate adjustments in any fixed and/or lump sum payments shall be made in the event that the physical scope of the Project, time for completion, or services required are materially increased or decreased beyond that contemplated at this time.

The ADMINISTRATOR shall receive progress payments based on the amount of work performed and documented as submitted to the COUNTY by the ADMINISTRATOR in accordance with the hourly fee schedule as shown on Exhibit "A".

Should the ADMINISTRATOR be required to render "additional services" in connection with related work upon which the work scope does not apply, the ADMINISTRATOR shall receive additional compensation for such additional services at the hourly rates as specified on the fee schedule attached hereto as Exhibit "A" for the hours actually worked by the appropriate classification of employee. Prior to initiating or providing "additional services" that may or shall require funding outside the HOME Program's allowable general project administration and service delivery parameters referenced in item I and II above, the ADMINISTRATOR shall obtain written confirmation from the Rowan County Manager that said "additional services" will be a cost

supported and paid by Rowan County, otherwise the COUNTY at its discretion, may opt to not pay in part or in whole, the costs associated with said “additional services.”

If, through any cause, the ADMINISTRATOR shall fail to fulfill in timely and proper manner his obligations under this Agreement, or the ADMINISTRATOR shall violate any of the covenants, agreements, or stipulations of this Agreement, or the COUNTY has reasonable misgivings related to the ADMINISTRATOR’s ability to manage or complete the Project, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the ADMINISTRATOR of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the ADMINISTRATOR under this Agreement shall, at the option of the COUNTY become its property and the ADMINISTRATOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

If, through any cause, the COUNTY shall fail to fulfill in timely and proper manner their obligations under this Agreement, or the COUNTY, shall violate any of the covenants, agreements, or stipulations of this Agreement, or the AMINISTRATOR has reasonable misgivings related to the future nature of the Agreement, the Salisbury Community Development Corporation shall thereupon have the right to terminate this Agreement by giving written notice to the COUNTY of such termination and specifying the effective date thereof, not less than 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the ADMINISTRATOR under this Agreement shall, at the option of the COUNTY become its property and the ADMINISTRATOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the ADMINISTRATOR shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the ADMINISTRATOR, and the County may withhold any payments to the ADMINISTRATOR for

the purpose of set-off until such time as the exact amount of damages due the County from the ADMINISTRATOR is determined.

By entering into this Agreement, the ADMINISTRATOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the ADMINISTRATOR firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act.

No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act.

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and 18 U.S.C. 1010.

The following contract provisions shall be referenced in Exhibit "B" and become a part of this Agreement:

- Conflict of Interest
- Legal Remedies
- Termination
- Nondiscrimination
- Age Discrimination
- Section 504 - Nondiscrimination on the Basis of Handicap
- Executive Order 11246
- Section 3
- Copeland Act Davis-Bacon Act
- Contract Work Hours and Safety Standards
- Access to Records and Record Retainage
- Clean Water
- Clean Air
- E.O. 11738
- EPA Regulations Provisions

- Lead-Based Paint
- Lobbying

The COUNTY and ADMINISTRATOR hereby agree to the full performance of the covenants contained herein.

{Signature Page Follows}

IN WITNESS WHEREOF, they have executed this Agreement, the day and the year first above written, which is the effective date of this Agreement.

SALISBURY COMMUNITY
DEVELOPMENT CORPORATION

ROWAN COUNTY

By: _____
David McCoy, Board President

By: _____
Chairman
Rowan County

Witness: _____
Chanaka V. Yatawara, Executive Director

Witness: _____
Clerk
Rowan County

(SEAL)

(SEAL)

EXHIBIT "A"

SALISBURY COMMUNITY DEVELOPMENT CORPORATION FEE SCHEDULE

Salisbury Community Development Corporation is pleased to offer our clients a competitive rate structure. Our firm aggressively pursues the control of overhead and quality in an effort to maintain the highest level of professional service at the most reasonable project costs.

PROGRAM ADMINISTRATOR	\$125.00/HOUR
REHABILITATION SPECIALIST	\$ 80.00/HOUR
ADMINISTRATOR	\$ 70.00/HOUR
WORK WRITE UPS & INSPECTIONS*	\$ 80.00/HOUR

*not-to-exceed fee of \$1,800 per project

Salisbury Community Development Corporation's hourly rates include all expenses and reflect our competitive pricing.

Specific projects may be addressed on an hourly rate or based on mutually agreed upon lump sum fees, negotiated on the basis of a well-defined scope of services.

The ultimate aim of our services and fees is to provide the client with professional assistance in a timely and cost-conscious manner.

Rates are subject to change based on economic conditions.

(The remainder of this page is intentionally left blank)

EXHIBIT "B"

CONTRACT PROVISIONS

CONFLICT OF INTEREST:

Interest of Members, Officers, or Employees of the Subrecipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the subrecipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, or work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

LEGAL REMEDIES:

As stated in 24 CFR Part 85.36

Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

TERMINATION PROVISION:

As stated in 24 CFR Part 85.36

All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

NONDISCRIMINATION CLAUSE:

Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground 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 which funds available under this title.

AGE DISCRIMINATION CLAUSE:

Age Discrimination Act of 1975, as Amended; Nondiscrimination of the Basis of Age

No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

SECTION 504 - NONDISCRIMINATION ON THE BASIS OF HANDICAP:

Section 504 of the Rehabilitation Act of 1973, as Amended; Nondiscrimination on the Basis of Handicap

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

EXECUTIVE ORDER 11246:

During the performance of this agreement, the Administrator agrees as follows:

- 1) The Administrator will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Administrator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or 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 contracting officer setting forth the provisions in this nondiscrimination clause.
- 2) The Administrator will, in all solicitations or advertisements for employees placed by or on behalf of administration of this agreement, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3) As applicable, the Administrator will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Administrator will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Administrator will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6) In the event of the Administrator's noncompliance with the nondiscrimination clauses of this agreement or with any of such rules, regulations, or orders, this agreement may be canceled, terminated, or suspended in whole or in part and the Administrator may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 7) The Administrator will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Administrator will take such action with respect to any subcontractor or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Administrator becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Administrator may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 3:

- a) The work to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given 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 area of the project.
- b) The parties to this agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this agreement. The parties to this agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The Administrator will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d) The Administrator will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR Part 135. The Administrator will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e.) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the

agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the County and Administrator for such assistance its successors and assigns. Failure to fulfill these requirements shall subject the County and Administrator, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

COPELAND “ANTI-KICKBACK” ACT PROVISION:

As stated in 24 CFR Part 85.36:

All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.

DAVIS-BACON ACT PROVISION:

As stated in 24 CFR Part 85.36:

When required by the Federal grant program legislation, all construction contracts in excess of \$2,000 awarded by grantees and subgrantees shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). Under this Act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to the grantor agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

Contracts awarded by County and Administrator in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor Regulations contained in 29 CFR Pars 3, 5 and 5a.

Under Section 103 of the Act, the Administrator and any of his subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any work week. Section 5 of the Federal Labor Standards Provisions, HUD Form 4010 sets forth in detail the Section 103 requirements.

Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his

health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE:

In general, all official project records and documents must be maintained during the operation of this project and for a period of three years following close out in compliance with 4 NCAC 19L Rule .0911, Recordkeeping.

The North Carolina Department of Economic and Community Development, the North Carolina Department of Treasurer, U.S. Department of Housing and Urban Development, and 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 Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

CLEAN WATER, CLEAN AIR, EXECUTIVE ORDER 11738 & EPA REGULATIONS PROVISION:

Compliance with Air and Water Acts

This agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, amended from time to time.

The Administrator and any of its subcontractors for work funded under this Agreement which is in excess of \$100,000, agree to the following requirements:

- 1) A stipulation by the Administrator that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- 2) Agreement by the Administrator to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
- 4) Agreement by the Administrator that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113c (1) of the Clean Air Act or Section 309c of the Federal Water Pollution Control Act.

LEAD-BASED PAINT CLAUSE:

The Administrator is hereby specifically made aware of the ECD lead-based paint regulations, 4 NCAC 19L, rule .1011, which are applicable to the construction or rehabilitation of residential structures. The extend that the subject matter of this contract involves residential structures; the Contractor will comply with the lead-based paint regulations.

LOBBYING CLAUSES:

Required by Section 1352, Title 31, U.S. Code

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 agent.

If any funds other than Federal appropriated funds have been paid or will be paid 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

This 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. Code. 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.

INSURANCE

During this Agreement's term, the Administrator shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Administrator's employees engaged in any work under the Agreement. The Administrator shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate with County listed as additional insured.
- Workers' Compensation in the amount of \$500,000 employer's liability

- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage.

The Certificate Holder should be listed as:

Rowan County
Purchasing Department
130 W. Innes Street
Salisbury, NC 28144

**All Certificate(s) of Insurance should be emailed to Purchasing at michelle.doyle@rowancountync.gov

Greg Edds, Chairman
Jim Greene, Vice-Chairman
Mike Caskey
Judy Klusman
Craig Pierce



Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144

Telephone 704-216-8180 • FAX 704-216-8195

May 5, 2021

I, Carolyn Barger, Clerk to the Board for the Rowan County Board of Commissioners, do hereby certify the information below is a true excerpt from the approved minutes of the regular meeting held on **April 19, 2021** by the Rowan County Board of Commissioners.

5. PUBLIC HEARING: FY 21-22 HOME FUNDING ACTION PLAN

Shane Stewart, Assistant Planning Director, reported the Commission had conducted the required public hearing for the program at its March 15, 2021 meeting prior to adopting its FY 2021-22 HOME Funding Action Plan. The anticipated allocation to the County was to be approximately \$178,200. A member jurisdiction opted not to participate this year; therefore, the funding was increased to all jurisdictions.

The anticipated funding for FY 2021-22 increased to \$209,969 and required the County to conduct another public hearing.

Staff recommended the scope of the program continue to focus on owner occupied rehabilitation as the need for this service to the community is evident based on inquiries. Although there was an increase in funding, the rising costs of materials and construction would keep the number of anticipated homes to be served at five (5) units with any remaining funds spent towards rehabilitation of owner-occupied housing.

Chairman Edds opened the public hearing to receive citizen input regarding the FY 2021-22 HOME Funding Action Plan. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Greene moved to approve the FY 21-22 HOME Funding Action Plan and accept modifications of a decrease or increase in Consortium funding of 10 percent. Commissioner Pierce seconded and the motion passed unanimously

Commissioner Greene moved to authorize the County Manager to sign the application as the Certifying Official; authorize the County Manager to sign all administrative and housing related documents associated with this program, including current and past annual agreements with the City of Concord; and to authorize the Chairman to enter into a contract with the Salisbury CDC to

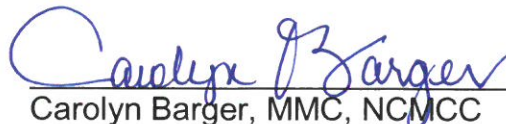


administer the County's program for FY 2021-22. The motion was seconded by Commissioner Pierce and passed unanimously.

Witness my hand and the Official Seal of the County, this the 5th day of May, 2021.

(SEAL)




Carolyn Barger, MMC, NCMCC
Clerk to the Board of Commissioners

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Alyssa Harris, Public Health Director
DATE: 01-26-23
SUBJECT: Health Department New Position Request

Attached please find a request from Alyssa Harris, Public Health Director, to add one full-time Environmental Health Specialist.

Please approve the attached request.

ATTACHMENTS:

Description	Upload Date	Type
Narrative and Cost Worksheet	1/26/2023	Backup Material

ROWAN COUNTY
PERSONNEL CHANGE NARRATIVE
NEW POSITION / RECLASSIFICATION / PROMOTION

2023 BUDGET YEAR

Department Name		Department Number	5185
Position Title	Environmental Health Specialist (On-Site)	Total Cost from Position Request; including wages, benefits and supplies/equipment	\$ 96,834
Justification <i>(please type in space below)</i>			
<p>The Rowan County Health Department respectfully requests adding an Environmental Health Specialist for the Onsite Wastewater position. Rowan County continues to experience a high level of economic growth and prosperity. The Board of Health and Board of Commissioners are in agreement that we want to decrease the wait time for citizens who are seeking essential public health services. Currently Environmental Health backlog fluctuates between 3 and 6 weeks throughout any given year. Backlog is the time it takes once a client makes an application to Environmental Health and the time the lot has been evaluated, permitted or denied. It is greatly impacted by weather, influx of applications, amount of final septic and well inspections called in daily, staff vacation/sick time and holidays. Due to the unpredictable events that influence the backlog maintaining a consistent work flow or backlog is difficult. Additional staff may alleviate inconsistencies and allow for a more uniform flow from client applications to permitting. Backlog reduction should follow as more staff are available to inspect final inspections or well grouting while others are addressing new applications for septic and wells, complaints, water sampling, existing system inspections or potential site meetings with clients.</p>			

ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - NON-LEO

2023 BUDGET YEAR

Key in gray sections only

Department Name	Health - Environmental Health				
Position Title	Environmental Health Specialist On-Site (budgeted at 15% of grade 20)				
Hours (per week)	40	Increase	\$ 67,154.00	Grade	20
Position Title, Salary, Grade - confirmed with Human Resources:		Yes			

Salary / Benefits		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		\$ 67,154.00	\$ -	\$ -	\$ 67,154.00
Health Insurance	\$100 / Mo	12,000.00	-	-	12,000.00
Medicare	1.45%	974.00	-	-	980.00
Retirement	10.21%	6,857.00	-	-	6,860.00
Social Security	6.20%	4,164.00	-	-	4,170.00
Workers Comp (Varies)	2.30%	1,545.00	-	-	1,550.00
401(k)	3.00%	2,015.00	-	-	2,020.00
Total Salary / Benefits		94,709.00	-	-	94,734.00
Other Costs					
Desk		-	-	-	-
Chair		-	-	-	-
Software Support		750.00	-	-	750.00
Telephone		200.00	-	-	200.00
Computer		1,000.00	-	-	1,000.00
Monitor		150.00	-	-	150.00
Vehicle		-	-	-	-
Travel		-	-	-	-
Training		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Equipment Costs		2,100.00	-	-	2,100.00
Total Cost		\$ 96,809.00	\$ -	\$ -	\$ 96,834.00

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Sheriff Travis Allen
DATE: 01-26-23
SUBJECT: Sheriff's Office Position Reclassification Requests

Attached please find a request to reclassify two current vacant positions in the Detention Center.

Please approve the attached requests.

ATTACHMENTS:

Description	Upload Date	Type
Narratives and Cost Worksheets	1/26/2023	Backup Material

ROWAN COUNTY
PERSONNEL CHANGE NARRATIVE
NEW POSITION / RECLASSIFICATION / PROMOTION

2023 BUDGET YEAR

Department Name	Sheriff's Office Detention	Department Number	4420
Position Title	Reclassify one Detention Lieutenant to Detention Sergeant	Total Cost from Position Request; including wages, benefits and supplies/equipment	\$ (7,532)
Justification <i>(please type in space below)</i>			
<p>Downgrade one vacant Detention Lieutenant Position #160929 (currently budgeted at grade 20/10% = \$64,235) to Sergeant at grade 18 (10% = \$58,263) effective 02-06-23. The Detention Center currently has five Lieutenant positions one of which is the Administrative Lieutenant. This Lieutenant is responsible for overseeing all inmate transports, medical issues, maintenance of the facility. She also works as a liaison to the Clerk of Court, Probation and Parole and the NC Department of Adult Corrections. The Administrative also oversees 8 fulltime officers, 1 full time and 1 part time civilian employee along with 11 part time officers. Her second in command holds the rank of Master Detention Officer. We need to provide her a Sergeant to help her with this load as of now she is the only person qualified to handle all of the previous duties. A Sergeant is necessary to take some of this work load off of her and also allow her to take days off when needed. This downgrade will result in a savings to the County of approximately \$7,532 (benefits included).</p>			

**ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - LEO**

2023 BUDGET YEAR

Key in gray sections only

Department Name	Sheriff's Office				
Position Title	Reclassify one vacant Detention Lieutenant Position #160929 (currently budgeted at grade 20/10% = \$64,235) to Sergeant grade 18 (10% = \$58,263) effective 02-06-23				
Hours (per week)		decrease	\$ 10,330.00	Grade	20 to 18
Position Title, Salary, Grade - confirmed with Human Resources:		Yes		No	

<u>Salary / Benefits</u>		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		\$ (5,972.00)	\$ -	\$ -	\$ (5,972.00)
	\$910 /				
Health Insurance	Mo		-	-	-
Medicare	1.45%	(86.59)	-	-	(90.00)
Retirement	10.84%	(647.36)	-	-	(650.00)
Social Security	6.20%	(370.26)	-	-	(380.00)
Workers Comp	2.30%	(137.36)	-	-	(140.00)
401(k)	5.00%	(298.60)	-	-	(300.00)
Total Salary / Benefits		(7,512.18)	-	-	(7,532.00)
<u>Equipment Costs</u>					
Vest		-	-	-	-
Taser		-	-	-	-
Stop Sticks		-	-	-	-
DCI License		-	-	-	-
Mobile Data Terminal		-	-	-	-
Computer Air Card		-	-	-	-
Handgun		-	-	-	-
Patrol Rifle		-	-	-	-
Portable Radio		-	-	-	-
Mobile Radio		-	-	-	-
Vehicle		-	-	-	-
Vehicle Equipment		-	-	-	-
Supplies		-	-	-	-
Clothing		-	-	-	-
Street Gear		-	-	-	-
Travel / Training		-	-	-	-
Miscellaneous (list below)					
Total Equipment Costs		-	-	-	-
Total Cost		\$ (7,512.18)	\$ -	\$ -	\$ (7,532.00)

ROWAN COUNTY
PERSONNEL CHANGE NARRATIVE
NEW POSITION / RECLASSIFICATION / PROMOTION

2023 BUDGET YEAR

Department Name	Sheriff's Office Detention	Department Number	4420
Position Title	Reclassify one Detention Officer to Detention Sergeant	Total Cost from Position Request; including wages, benefits and supplies/equipment	\$ 13,010
<p><i>Justification (please type in space below)</i></p> <p>Reclassify one vacant Detention Officer, position # 160243 (currently budgeted at grade 14/10% = \$47,933) to Sergeant at grade 18 (10% = \$58,263) effective 02-06-23. Currently there are 160 beds at the jail annex with four squads assigned to the facility. When our ranks are full there are five officers per squad assigned to the annex with a total of four squads. Each squad has a Master Detention Officer assigned to it. With the Master Detention Officer being the highest ranking officer at the jail annex. Currently we are very short staffed sometimes with only three officers working at the jail annex. If there are any major decisions to be made the Master Detention Officer has to call the main jail to speak with the Sergeant or Lieutenant on duty there. I plan to move one Lieutenant and this Sergeant position to the jail annex to keep a ranking officer there most of the time. The Sergeant can cover for the Master Detention Officers when they are off and also make decisions that the Master Detention Officer is not qualified or authorized to make. It is my thought and fear that if something major were to happen at the jail annex that resulted in a negative way not having the proper or adequate supervision at the jail annex would open the Sheriff's Office and the County to liability. The cost for this request is approximately \$13,010 (benefits included).</p>			

**ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - LEO**

2023 BUDGET YEAR

Key in gray sections only

Department Name	Sheriff's Office				
Position Title	Reclassify one vacant Detention Officer Position # 160243 (currently budgeted at grade 14/10% = \$47,933) to Detention Sergeant grade 18 (10% = \$58,263) effective 02-06-23				
Hours (per week)		Increase	\$ 10,330.00	Grade	14 to 18
Position Title, Salary, Grade - confirmed with Human Resources:		Yes			

<u>Salary / Benefits</u>		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		\$ 10,330.00	\$ -	\$ -	\$ 10,330.00
	\$910 / Mo		-	-	-
Health Insurance			-	-	-
Medicare	1.45%	149.79	-	-	150.00
Retirement	10.84%	1,119.77	-	-	1,120.00
Social Security	6.20%	640.46	-	-	650.00
Workers Comp	2.30%	237.59	-	-	240.00
401(k)	5.00%	516.50	-	-	520.00
Total Salary / Benefits		12,994.11	-	-	13,010.00

Equipment Costs

Vest	-	-	-	-
Taser	-	-	-	-
Stop Sticks	-	-	-	-
DCI License	-	-	-	-
Mobile Data Terminal	-	-	-	-
Computer Air Card	-	-	-	-
Handgun	-	-	-	-
Patrol Rifle	-	-	-	-
Portable Radio	-	-	-	-
Mobile Radio	-	-	-	-
Vehicle	-	-	-	-
Vehicle Equipment	-	-	-	-
Supplies	-	-	-	-
Clothing	-	-	-	-
Street Gear	-	-	-	-
Travel / Training	-	-	-	-
Miscellaneous (list below)		-	-	-
	-	-	-	-
Total Equipment Costs		-	-	-
Total Cost		\$ 12,994.11	\$ -	\$ -
				\$ 13,010.00

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Don Bringle, Facilities Management and Parks Director
DATE:
SUBJECT: Parks and Recreation Position Reclassification Request

Attached please find a position reclassification request for the Therapeutic Recreation Division of Parks.

Please approve the attached request.

ATTACHMENTS:

Description	Upload Date	Type
Narrative and Cost Worksheet	1/26/2023	Backup Material

ROWAN COUNTY
PERSONNEL CHANGE NARRATIVE
NEW POSITION / RECLASSIFICATION / PROMOTION

2023 BUDGET YEAR

Department Name	Therapeutic Recreation	Department Number	6231
Position Title	Reclassify Therapeutic Recreation Specialist to Therapeutic Recreation Specialist II	Total Cost from Position Request; including wages, benefits and supplies/equipment	\$ 7,570
Justification <i>(please type in space below)</i>			
<p>The Rowan County Therapeutic Recreation Department respectfully requests to reclassify the position of Therapeutic Recreation Specialist (position #160902) to Therapeutic Recreation Specialist II (currently budgeted at \$39,525) with salary of no more than \$45,755 effective April 30, 2023. Therapeutic Recreation Specialist II will assume the added responsibility for operating the programs of Therapeutic Recreation, as well as supervisory responsibilities. A proposed job description is attached. This request has been reviewed by HR and they have recommended placement on grade 14 to compensate for these additional duties.</p>			

**ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - NON-LEO**

2023 BUDGET YEAR

Key in gray sections only

Department Name	Parks and Recreation				
Position Title	Reclassify position of Therapeutic Recreation Specialist to Therapeutic Recreation Specialist II (currently budgeted at \$39,525) with salary of no more than \$45,755 effective April 30, 2023.				
Hours (per week)	40	Increase	\$ 6,230.00	Grade	12 to 14
Position Title, Salary, Grade - confirmed with Human Resources:		Yes			

<u>Salary / Benefits</u>		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		\$ 6,230.00	\$ -	\$ -	\$ 6,230.00
Health Insurance	\$100 / Mo	-	-	-	-
Medicare	1.45%	91.00	-	-	100.00
Retirement	10.21%	637.00	-	-	640.00
Social Security	6.20%	387.00	-	-	390.00
Workers Comp (Varies)	0.25%	16.00	-	-	20.00
401(k)	3.00%	187.00	-	-	190.00
Total Salary / Benefits		7,548.00	-	-	7,570.00
		-	-	-	-
Total Equipment Costs		-	-	-	-
Total Cost		\$ 7,548.00	\$ -	\$ -	\$ 7,570.00

**ROWAN COUNTY
HUMAN RESOURCES**

JOB DESCRIPTION

Job Title : Therapeutic Recreation Specialist II
Department: Parks & Recreation
Revised : January 2023

Class : Professional
FLSA: Non-exempt

This job description supersedes any prior description for the Therapeutic Recreation Specialist II classification.

GENERAL DESCRIPTION

Responsible professional level work in the coordination and supervision of recreational and leisure activities and programs for individuals with intellectual, physical, and developmental disabilities, as well as senior citizens, both frail and well. Supervision is provided to the Therapeutic Recreation Specialist I and volunteers who assist with the activities. Supervision is received from the Park Supervisor II of Ellis Park, who reviews work through periodic conferences and analysis of reports received.

ESSENTIAL JOB FUNCTIONS (Any one position may not include all of the duties listed, nor do the listed examples include all tasks which may be found in positions of this class.)

Plans, schedules, organizes, and conducts a wide variety of recreational, artistic, social, and cultural activities in order to meet the needs of participants; arranges for transportation to program locations. Conducts the annual VIP Miniature Golf Tournament at Dan Nicholas Park and the annual VIP Fishing Tournament trip; and completes new participant assessments and registrations for participant transportation.

Develops a comprehensive recreation and leisure program for each disability group served and adapts these programs to ensure participant success, safety, and enjoyment; locates and contracts with instructors for specialized classes.

Serves as coordinator of Special Olympics Rowan County and oversees the implementation of Special Olympics sports, events, and fundraisers in the county.

Writes, presents, and administers grants for funding to supplement and enhance the quality of programs offered. Speaks to numerous civic groups regarding programs offered, recruits volunteers, and requests donations.

Hires, trains, and evaluates staff and student interns supervised. Provides clinical supervision for student interns who are completing internships as a degree and credentials requirement from the National Council for Therapeutic Recreation Certification (NCTRC) and the North Carolina Board of Recreational Therapy Licensure (NCBRTL)

Composes press releases and program brochures to promote activities.

Serves on multiple advocacy boards.

Maintains a variety of records; prepares a variety of reports.

OTHER JOB FUNCTIONS

Prepares the five year plan for the program.

Performs related duties as required.

Management reserves the right to add or amend duties at any time.

KNOWLEDGE, SKILLS, AND ABILITIES

Thorough knowledge of therapeutic recreation principles and methods of practice in a community setting.

Considerable knowledge of the equipment, areas, and facilities needed for special population groups and activities.

Considerable knowledge of the characteristics and limitations of medical, psychiatric, developmental disabilities, sensory impairments, or other disabling conditions.

Considerable knowledge of the design and implementation of therapeutic recreation activities.

Working knowledge of first-aid methods and safety precautions applicable to programs related to special populations activities.

Ability to supervise and coordinate the work of staff.

Ability to work effectively with special population participants to stimulate their interest.

Ability to communicate effectively, orally and in writing.

Ability to establish and maintain effective working relationships with employees, officials, other developmental agencies, and the general public.

PHYSICAL REQUIREMENTS

The work in this class may include sitting, walking, running, bending, stooping, and lifting weights in excess of 150 lbs. with assistance. Work may include both indoor and outdoor activity where employee is exposed to elements of nature: cold, hot, rain, snow, sleet, ice, etc. Employee must be able to maneuver in tight places, climb ladders, step over obstacles, and step on and off machinery, etc. Work includes operation of a motor vehicle. Employee may be exposed to hazardous materials.

EXPOSURE CONTROL

Work activity is normally performed without blood and body fluid exposure but exposure may occur in an emergency. Personal protective equipment should be available and used if an emergency arises.

MINIMUM EXPERIENCE AND TRAINING

Bachelor's Degree from an accredited college or university in Therapeutic Recreation, Recreational Therapy, or Recreation with an emphasis in Therapeutic Recreation and year of experience working in organized recreational programs for seniors or individuals with disabilities, or in a therapeutic setting is required; or have equivalent combination of education and experience. A valid driver's license is required. Certified Therapeutic Recreation Specialist (CTRS) by the National Council for Therapeutic Recreation Certification and a Licensed Recreational Therapist (LRT) by the North Carolina Board of Recreational Therapy Licensure (NCBRTL) is required.

**This job description does not create an employment contract,
implied or otherwise.**

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Allen Cress, Emergency Services Chief
DATE: 01-26-23
SUBJECT: Emergency Services Position Reclassification Request

Attached please find a request to reclassify one position in Emergency Services.

Please approve the attached request.

ATTACHMENTS:

Description	Upload Date	Type
Narrative and Cost Worksheet	1/26/2023	Backup Material

ROWAN COUNTY
PERSONNEL CHANGE NARRATIVE
NEW POSITION / RECLASSIFICATION / PROMOTION

2023 BUDGET YEAR

Department Name	Emergency Services Operations	Department Number	4330
Position Title	Reclassify Administrative Secretary V to Emergency Services Planner	Total Cost from Position Request; including wages, benefits and supplies/equipment	No additional cost

Justification (please type in space below)

The Emergency Services Operations Department respectfully requests to reclassify the current vacant position of Administrative Secretary V (position #160019, grade 14) to Emergency Services Planner with no change in pay grade (no additional funds requested). The emphasis on emergency planning and disaster preparation continues to increase each year. The effects experienced on a national and state basis continue to force all communities to re-evaluate their own emergency management systems and applications. The current pandemic has combined with the everyday natural and man-made events have proven to be more than can be handled by the EM Division Chief.

There are several plans that are maintained by the county. Two of our largest and most significant plans, Emergency Operations and Continuity of Operations, have not been updated since 2016 and 2011 respectively. This position will oversee the update to these and other plans to assure that our county is prepared when the next disaster occurs. This position will also perform work in mitigation to lessen the damage and overall cost to recover from disasters. A proposed job description is attached.

Planning and Mitigation are keys to the successful handling of daily and higher level incidents that occur in our county.

We are looked to by our local municipalities to be the coordinating leader in disaster / emergency management.

The requested position will ensure that we continually implement, maintain, review needed plans and exercises, and conduct mitigation activities in a timely manner, which is not being able to be accomplished at this time.

ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - NON-LEO

2023 BUDGET YEAR

Key in gray sections only

Department Name	Emergency Services Operations				
Position Title	Reclassify Administrative Secretary V (Position 160019) to Emergency Services Planner with no change in grade requested				
Hours (per week)	40			Grade	14 (will remain the same)
Position Title, Salary, Grade - confirmed with Human Resources:			Yes		

<u>Salary / Benefits</u>		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
					No additional funds requested
Salary		\$ -	\$ -	\$ -	
	\$1000 /				
Health Insurance	Mo	-	-	-	-
Medicare	1.45%	-	-	-	-
Retirement	10.21%	-	-	-	-
Social Security	6.20%	-	-	-	-
Workers Comp (Varies)	0.25%	-	-	-	-
401(k)	3.00%	-	-	-	-
Total Salary / Benefits		-	-	-	-
Total Equipment Costs					
Total Cost					No additional funds requested

ROWAN COUNTY HUMAN RESOURCES

JOB DESCRIPTION

Job Title: Emergency Services Planner
Department: Emergency Services
Revised: January 2023

Class: Paraprofessional
FLSA: Non-Exempt

This job description supersedes any prior description for the Emergency Services Planner classification.

GENERAL DESCRIPTION

Under general supervision, employee performs administrative and technical planning work in support of the County Department of Emergency Services. Exercises independent judgment and initiative based on Federal, State, and County policies and regulations. Supervision is received from the Emergency Services Deputy Chief who evaluates work through analysis of program accomplishments and through periodic conferences.

ESSENTIAL JOB FUNCTIONS (Any one position may not include all of the duties listed, nor do the listed examples include all tasks which may be found in positions of this class.)

Develops and maintains numerous emergency services plans including the Countywide Emergency Operations Plan, the County Government Continuity of Operations Plan, the Multi-jurisdictional Hazard Mitigation Plan, and oversight and coordination of a large number of smaller emergency action plans from the municipalities, and local public and private entities.

Manages the collection and review of hazardous material information as guided by SARA Title III or other applicable state or Federal regulations.

Reviews contingency plans and assists with the creation and review of emergency response plans for businesses and industry that report the use of, manufacture, or storage of hazardous materials.

Responds to emergencies and major incidents to assist in command and control activities as requested by the incident commander, the EOC in times of disaster and/or crisis.

Provides an informational service to the public on a wide variety of subjects involving emergency services by answering questions by mail, telephone, personal inquiries, speaking engagements, e-mail, website, and news media presentations.

Participates in and contributes to development of mission, direction, and strategic planning.

Prepares correspondence, reports, memorandums, etc.; maintaining various logs, records and computer files; and receiving emergency and non-emergency telephone calls and routing communications.

Employee must exercise initiative and considerable independent judgment in completing required tasks.

Employee must also exercise considerable tact and courtesy in frequent contact with representatives of a variety of governmental agencies and the general public.

OTHER JOB FUNCTIONS

Attends meetings and conferences.

Performs related duties as required.

Servicest reserves the right to add or amend duties at any time.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of emergency planning

Knowledge of multi-agency emergency coordination

Knowledge of disaster recovery procedures

Skill in emergency plan review and modification

Ability to teach emergency services programs

Plan development for evacuations, redundancy systems, critical documents and materials, emergency coordination, and active threats, including the potential for terror events.

Extensive knowledge of Federal, State, and County policies, procedures, and regulations related to the various emergency services activities including Incident Command principles.

Experience in using Emergency Services related software applications such WebEOC, risk assessment applications, and mass warning notification systems.

Thorough knowledge of resources available for emergency services assistance.

Thorough knowledge of the capabilities and operation of microcomputers, system software, networks, Web EOC, and specialized department software applications, as well as a working knowledge of radio communication.

Ability to communicate effectively, both orally and in writing.

Thorough knowledge of Microsoft Office applications.

Ability to exercise sound judgment in emergency situations.

Ability to effectively communicate emergency plans to other individuals and groups.

PHYSICAL REQUIREMENTS

Work in this class is primarily sedentary in nature. Physical requirements include sitting for extended periods of time, walking, bending, stooping, and lifting books and files of approximately 35 lbs or less. Work may include extended periods of time viewing a computer video monitor or operating a keyboard. Work includes operation of a motor vehicle. Employee is not substantially exposed to adverse conditions or hazardous materials.

EXPOSURE CONTROL

Work activity is normally performed without blood or body fluid exposure but exposure may occur in an emergency. Personal protective equipment should be available and used if an emergency arises.

MINIMUM EXPERIENCE AND TRAINING

Requires a Bachelor's Degree in Emergency Services/Management, Public Administration, Planning, Public Safety, or related field and two years of experience in emergency services; or an Associate's Degree in a related field and four years of experience in emergency services, or an equivalent combination of education and experience. NIMS compliance with current standards (or ability to obtain within 6-months of employment) as outlined in local compliance document, and a valid driver's license are required.

**This job description does not create an employment contract,
implied or otherwise.**

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Jody Farrow-Bennett; Purchasing Director
DATE: 2/6/2023
SUBJECT: Award Firearm Purchase - AmChar

Rowan County received proposals for the Firearm Purchase for the Sheriff's Office. Two bid responses were received. After careful evaluation the County would like to award the bid to AmChar Wholesale, Inc. who submitted the lowest, responsible, responsive bid for a total bid amount of \$31,347.40.

The bid request included both new weapons to be purchased and old weapons to be traded in under one large order. A total of 225 new firearms were quoted by both bidders, at a total price of \$91,257.40. A total of 225 County owned used weapons were listed by serial number for a requested trade in value for each weapon. The quoted total trade in value was \$59,910.00 from AmChar and \$59,620.00 from Craig's Firearm Supply. The \$290 difference makes AmChar the Lowest Bidder.

The County received a NCDPS Grant for funding of this purchase in the amount of \$84,269.00. The purchase order will not exceed the \$84,269.00 amount, but could fluctuate from the quoted \$31,347.40 due to some listed trade in weapons being confiscated by the SBI under current investigations.

Attached are the bid tab form and the bid proposal from AmChar Wholesale, Inc.

Recommendation: Board of Commissioners to award the bid to AmChar Wholesale, Inc. and approve the Purchasing Director to approve the Purchase Order to AmChar Wholesale, Inc.; Not to Exceed \$84,269.00

ATTACHMENTS:

Description	Upload Date	Type
Bid Tab	1/27/2023	Cover Memo
Bid Documents	1/29/2023	Cover Memo



ITB 2023-012 Firearms, Glock Pistols

1/26/2023 15:00

Vendor	Specified Item	Unit Price	Estimated Quantity	Extended Price	Estimated Delivery	Alternate Item
Craig's Firearm Supply	Glock Model 45	\$409.00	206	\$ 84,254.00	90 Days	N/A
	Glock Model 48	\$368.60	19	\$ 7,003.40		
		Total Purchase Total		\$91,257.40		
		Trade-In Total		\$59,620.00		
		Subtotal		\$31,637.40		
Amchar	Glock Model 45	\$409.00	206	\$ 84,254.00	90 Days ARO	N/A
	Glock Model 48	\$368.60	19	\$ 7,003.40		
		Total Purchase Total		\$ 91,257.40		
		Trade-In Total		\$ 59,910.00		
		Subtotal		\$ 31,347.40		
Difference				\$ 290.00		

Bid Opening Attendees

Jody Farrow-Bennett Roco
 Michelle Doyle Roco
 Anna Bumgarner Roco
 Jason Owens Sheriff's Office

I hereby certify that this is a true tabulation of the bids received.

1/26/2023

[illegible]

Rowan County
Date Due: Thursday, January 26, 2023, at 3:00 PM

Invitation to Bid
Firearms; Glock Pistols

ATTACHMENT B - BID RESPONSE FORM

ITB #2023-012 – Firearms, Glock Pistols

Important note to Bidders: It is essential that the submitted Bid complies with all the requirements contained within the ITB.

This Bid is Submitted to: Rowan County Administration Building
c/o Purchasing Department
130 West Innes Street
Salisbury, NC 28144

This Bid is Submitted on January 23rd, 2023.
This Bid is valid for ninety (90) days from the date of the Bid Opening.

This Bid is submitted by:
Company Name: AmChar Wholesale, Inc
Company Address: 100 Airpark Dr
Rochester, NY 14624
Main Telephone: 800-333-0695 Main Fax: 585-328-4406

Communications and questions concerning this Bid are to be directed to:

Contact Name / Title: Ryan Hurst or Bill Hackett
Contact Telephone: 800-333-0695 ext 144 (Ryan) 800-333-0695 Ext 124 (Bill)
Contact Email: ryan.hurst@amchar.com . bill@amchar.com

Delivery Date: Aprox 90 Days ARO

Receipt of Amendments (if applicable)

In Submitting this Bid, Bidder represents that they have received and examined the following ITB Amendments:

Amendment # 1 Amendment # Amendment # Amendment #

Checklist – Attachments to Bid Form

The following documents are required as part of this Bid (Check all that apply):

- ☒ Proof of FFL from ATF
- ☒ Warranty Information

Rowan County
Date Due: Thursday, January 26, 2023, at 3:00 PM

Invitation to Bid
Firearms; Glock Pistols

Quoted Pricing

Unless items or services are specifically excluded in the Bid, the County shall deem the bid to be complete and shall not be charged any cost above and beyond the Bid Amount.

Item No.	Item Specified	Item Offered	Estimated Quantity	Unit Price	Extended Price
1	Glock Model 45	G45 /GNS	206	\$409.00	\$84,254.00
2	Glock Model 48	G48 /GNS	19	\$ 368.60	\$ 7,003.40
Total Purchase Total					\$ 91,257.40
Trade-In Total					\$ 59,910.00
Subtotal					\$ 39,347.40

Rowan County Sheriff's Office to trade the following weapons listed below				
Item No.	Make	Model	Serial Number	Trade in Credit
1	Glock	48	BTYR957	\$200.00
2	Glock	48	BTYR956	\$200.00
3	Glock	48	BTYR955	\$200.00
4	Glock	43	BEWH831	\$200.00
5	Glock	43	BEWH832	\$200.00
6	Glock	43	BEET479	\$200.00
7	Glock	43	BEMU754	\$200.00
8	Glock	43	ADFB719	\$200.00
9	Glock	43	BBYD944	\$200.00
10	Glock	43	BBYD943	\$200.00
11	Glock	43	BBYD942	\$200.00
12	Glock	43	BBYD941	\$200.00
13	Glock	27	WAH566	\$270.00
14	Glock	27	WAH574	\$270.00
15	Glock	27	WAH575	\$270.00
16	Glock	27	WAH576	\$270.00
17	Glock	27	WAH579	\$270.00
18	Glock	27	WAH580	\$270.00
19	Glock	27	WAH578	\$270.00
20	Glock	22	MSA462	\$270.00
21	Glock	22	MSF646	\$270.00
22	Glock	22	SDH626	\$270.00
23	Glock	22	SDH625	\$270.00
24	Glock	22	BFFS303	\$270.00
25	Glock	22	NYM178	\$270.00
26	Glock	22	BFFS302	\$270.00
27	Glock	22	NYM173	\$270.00
28	Glock	22	BKRV762	\$270.00
29	Glock	22	YSB512	\$270.00

30	Glock	22	YSB511	\$270.00
31	Glock	22	BBTC937	\$270.00
32	Glock	22	YSB510	\$270.00
33	Glock	22	XUK866	\$270.00
34	Glock	22	STT505	\$270.00
35	Glock	22	XUK873	\$270.00
36	Glock	22	BBTC938	\$270.00
37	Glock	22	SST508	\$270.00
38	Glock	22	STT507	\$270.00
39	Glock	22	STT506	\$270.00
40	Glock	22	BBTC941	\$270.00
41	Glock	22	XUK871	\$270.00
42	Glock	22	XUK869	\$270.00
43	Glock	22	XUK868	\$270.00
44	Glock	22	XUK867	\$270.00
45	Glock	22	XUK872	\$270.00
46	Glock	22	BGGZ241	\$270.00
47	Glock	22	VBX717	\$270.00
48	Glock	22	BGGZ240	\$270.00
49	Glock	22	BGGZ239	\$270.00
50	Glock	22	BECU859	\$270.00
51	Glock	22	BECU858	\$270.00
52	Glock	22	BECU857	\$270.00
53	Glock	22	BECU856	\$270.00
54	Glock	22	BECU853	\$270.00
55	Glock	22	BECU855	\$270.00
56	Glock	22	BBTC940	\$270.00
57	Glock	22	BECU852	\$270.00
58	Glock	22	BECU854	\$270.00
59	Glock	22	BPAD996	\$270.00
60	Glock	23	XXY868	\$270.00
61	Glock	23	RBD277	\$270.00
62	Glock	23	XXY869	\$270.00
63	Glock	23	XUR130	\$270.00
64	Glock	23	XXY870	\$270.00
65	Glock	23	NYV439	\$270.00
66	Glock	23	XUR129	\$270.00
67	Glock	23	XXY871	\$270.00
68	Glock	23	XUR128	\$270.00
69	Glock	23	XUR126	\$270.00
70	Glock	23	XUR132	\$270.00
71	Glock	23	WYB622	\$270.00
72	Glock	23	NBX720	\$270.00
73	Glock	23	DLS695US	\$270.00

74	Glock	23	RBD271	\$270.00
75	Glock	23	HNZ878	\$270.00
76	Glock	23	NYV164	\$270.00
77	Glock	23	XUR133	\$270.00
78	Glock	23	BKCH092	\$270.00
79	Glock	23	XXY889	\$270.00
80	Glock	23	XXY890	\$270.00
81	Glock	23	XXY892	\$270.00
82	Glock	23	XXY893	\$270.00
83	Glock	23	XXY894	\$270.00
84	Glock	23	XXY895	\$270.00
85	Glock	23	XXY861	\$270.00
86	Glock	23	XXY888	\$270.00
87	Glock	23	NBX724	\$270.00
88	Glock	23	BKCH090	\$270.00
89	Glock	23	BKCH091	\$270.00
90	Glock	23	XXY875	\$270.00
91	Glock	23	BFGE312	\$270.00
92	Glock	23	BFGE313	\$270.00
93	Glock	23	BFGD250	\$270.00
94	Glock	23	RBD272	\$270.00
95	Glock	23	BEUG685	\$270.00
96	Glock	23	BKCH093	\$270.00
97	Glock	23	XXY881	\$270.00
98	Glock	23	XXY879	\$270.00
99	Glock	23	XXY878	\$270.00
100	Glock	23	XXY876	\$270.00
101	Glock	23	XXY880	\$270.00
102	Glock	23	XXY884	\$270.00
103	Glock	23	XXY887	\$270.00
104	Glock	23	XXY839	\$270.00
105	Glock	23	XXY805	\$270.00
106	Glock	23	XXY784	\$270.00
107	Glock	23	XXY761	\$270.00
108	Glock	23	XXY760	\$270.00
109	Glock	23	XUR127	\$270.00
110	Glock	23	WYD866	\$270.00
111	Glock	23	XUR131	\$270.00
112	Glock	23	WYD863	\$270.00
113	Glock	23	XXY771	\$270.00
114	Glock	23	XXY772	\$270.00
115	Glock	23	XXY773	\$270.00
116	Glock	23	XXY774	\$270.00
117	Glock	23	XXY775	\$270.00

118	Glock	23	XXY776	\$270.00
119	Glock	23	XXY777	\$270.00
120	Glock	23	XXY778	\$270.00
121	Glock	23	XXY779	\$270.00
122	Glock	23	XXY781	\$270.00
123	Glock	23	XXY782	\$270.00
124	Glock	23	AALA507	\$270.00
125	Glock	23	TCZ660	\$270.00
126	Glock	23	TCZ654	\$270.00
127	Glock	23	TCZ652	\$270.00
128	Glock	23	TCZ651	\$270.00
129	Glock	23	SBN967	\$270.00
130	Glock	23	SBN966	\$270.00
131	Glock	23	XXY882	\$270.00
132	Glock	23	SBN965	\$270.00
133	Glock	23	AALA503	\$270.00
134	Glock	23	WYB623	\$270.00
135	Glock	23	AALA505	\$270.00
136	Glock	23	WYD862	\$270.00
137	Glock	23	RBD275	\$270.00
138	Glock	23	RBD274	\$270.00
139	Glock	23	RBD278	\$270.00
140	Glock	23	XXY822	\$270.00
141	Glock	23	XXY766	\$270.00
142	Glock	23	XXY768	\$270.00
143	Glock	23	WYB619	\$270.00
144	Glock	23	XXY767	\$270.00
145	Glock	23	WYD861	\$270.00
146	Glock	23	AALA504	\$270.00
147	Glock	23	XXY843	\$270.00
148	Glock	23	XXY853	\$270.00
149	Glock	23	XXY852	\$270.00
150	Glock	23	XXY851	\$270.00
151	Glock	23	XXY850	\$270.00
152	Glock	23	XXY849	\$270.00
153	Glock	23	XXY848	\$270.00
154	Glock	23	XXY846	\$270.00
155	Glock	23	XXY844	\$270.00
156	Glock	23	XXY856	\$270.00
157	Glock	23	XXY842	\$270.00
158	Glock	23	XXY819	\$270.00
159	Glock	23	XXY840	\$270.00
160	Glock	23	XXY785	\$270.00
161	Glock	23	XXY838	\$270.00

162	Glock	23	XXY837	\$270.00
163	Glock	23	XXY836	\$270.00
164	Glock	23	XXY835	\$270.00
165	Glock	23	XXY845	\$270.00
166	Glock	23	XXY867	\$270.00
167	Glock	23	BHUT823	\$270.00
168	Glock	23	BHUT824	\$270.00
169	Glock	23	BHLH822	\$270.00
170	Glock	23	BHLH821	\$270.00
171	Glock	23	BHLH820	\$270.00
172	Glock	23	BHLH818	\$270.00
173	Glock	23	XXY770	\$270.00
174	Glock	23	XUR125	\$270.00
175	Glock	23	XXY854	\$270.00
176	Glock	23	XXY873	\$270.00
177	Glock	23	XXY855	\$270.00
178	Glock	23	XXY866	\$270.00
179	Glock	23	XXY865	\$270.00
180	Glock	23	XXY863	\$270.00
181	Glock	23	XXY862	\$270.00
182	Glock	23	XXY861	\$270.00
183	Glock	23	XXY860	\$270.00
184	Glock	23	XXY859	\$270.00
185	Glock	23	XXY857	\$270.00
186	Glock	23	XXY874	\$270.00
187	Glock	23	XXY796	\$270.00
188	Glock	23	XXY807	\$270.00
189	Glock	23	XXY806	\$270.00
190	Glock	23	XXY803	\$270.00
191	Glock	23	XXY801	\$270.00
192	Glock	23	XXY841	\$270.00
193	Glock	23	XXY799	\$270.00
194	Glock	23	XXY808	\$270.00
195	Glock	23	XXY797	\$270.00
196	Glock	23	XXY802	\$270.00
197	Glock	23	XXY795	\$270.00
198	Glock	23	XXY794	\$270.00
199	Glock	23	XXY793	\$270.00
200	Glock	23	XXY792	\$270.00
201	Glock	23	XXY791	\$270.00
202	Glock	23	XXY789	\$270.00
203	Glock	23	XXY787	\$270.00
204	Glock	23	XXY786	\$270.00
205	Glock	23	XXY798	\$270.00

Rowan County

Date Due: Thursday, January 26, 2023, at 3:00 PM

Invitation to Bid
Firearms; Glock Pistols


206	Glock	23	XXY821	\$270.00
207	Glock	23	XXY827	\$270.00
208	Glock	23	XXY828	\$270.00
209	Glock	23	XXY800	\$270.00
210	Glock	23	XXY829	\$270.00
211	Glock	23	XXY809	\$270.00
212	Glock	23	XXY831	\$270.00
213	Glock	23	XXY832	\$270.00
214	Glock	23	XXY825	\$270.00
215	Glock	23	XXY823	\$270.00
216	Glock	23	SBN964	\$270.00
217	Glock	23	XXY818	\$270.00
218	Glock	23	XXY817	\$270.00
219	Glock	23	XXY816	\$270.00
220	Glock	23	XXY814	\$270.00
221	Glock	23	XXY813	\$270.00
222	Glock	23	XXY812	\$270.00
223	Glock	23	XXY811	\$270.00
224	Glock	23	XXY810	\$270.00
225	Glock	23	XXY824	\$270.00
Trade-In Total				\$ 59,910.00

Rowan County
Date Due: Thursday, January 26, 2023, at 3:00 PM

Invitation to Bid
Firearms; Glock Pistols

BID RESPONSE FORM CONT'D.

The undersigned proposes and agrees that if this bid is accepted to contract with Rowan County, North Carolina for the furnishing of all equipment described within the Request for Bid documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of Rowan County, North Carolina for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the bid certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

<u>AmChar Wholesale, Inc</u>		<u>16-1374334</u>	
COMPANY NAME		FEDERAL ID#	
<u>100 Airpark Dr</u>	<u>Rochester</u>	<u>NY</u>	<u>14624</u>
STREET ADDRESS	PO BOX	CITY	STATE ZIP
<u>800-333-0695</u>	<u>585-328-4406</u>		
TELEPHONE #	FAX #		
	<u>1/23/23</u>	<u>Bill Hackett</u>	<u>William Hackett</u>
SIGNATURE		SIGNATORY'S NAME	(printed)
		<u>Director of Law Enforcement Sales</u>	
		SIGNATORY'S TITLE	(printed)



Rowan County Purchasing Department
130 West Innes Street • Salisbury, NC 28144
Phone: 704-216-8178
Email: jody.farrow-bennett@rowancountync.gov

Addendum I ITB #2023-012 Firearms; Sheriff's Office

1. **Is the trade-in a requirement part of the bid request?**
 - Yes, the trade-in is a requirement of the bid as the money involved is provided by a state grant and therefore our purchase power is dependent on the trade-in value.
2. **Night Sights:**
 - We are looking to have the night sights already attached to each Glock ordered.
 - Basic Night sight for the G45's, only one was listed on Glocks website.
 - The G48, nothing was listed on the Glock website so Please quote a basic night sight version for this firearm.
3. **What information is being requested for delivery date line on page 9? Is that the NC state contract delivery timeframe for Glock products, lead time from receipt of purchase order, or other date(s)?**
 - The Delivery Date requested is on page 6.
 - The original requested date is the first week in March due to an already schedule Spring Training.
 - Should that deadline not be able to be met we have an alternative and will postpone out Spring Training. This deadline is 5/15/2023.
 - The deadline is due to funding; if all items are not received and accounted for, and final payment made by a specific date; funding will be lost.
 - We are looking for a 30–90-day lead time, when I spoke to Glock directly it was 90 days from Factory. This did not include any stock held at distributors locations.

Rowan County

Jody Farrow-Bennett
Rowan County Purchasing Director



! Coronavirus Situation: In an abundance of caution and in the best interest of our guests and employees, GLOCK, Inc. will be closed for customer walk-ins to the Technical Services Department. For Technical Services support, please visit <https://us.glock.com/en/own/warranty> for steps on submitting a request by mail or contact us at (770) 432-1202.

All new pistols purchased in Canada from an authorized dealer are already registered for warranty

GLOCK Warranty

GLOCK pistols are chosen by approximately 65% of our nation's law enforcement professionals for their reliability and performance.

Your new GLOCK is designed to provide you with that same reliable performance every time you use it; even in the face of the harshest conditions on the planet. Registering your GLOCK provides an additional level of protection and allows GLOCK to provide you with timely information quickly and efficiently.

GET COVERAGE

VERIFY COVERAGE

Subject to terms, conditions and limitations outlined below, GLOCK, Inc. guarantees its pistols against defects in materials and workmanship that adversely affect their operation for a period of one (1) year from the date of their original purchase by the initial consumer. This warranty is valid only for pistols purchased and used in the United States of America, its territories and possessions, Puerto Rico, and Canada.

This warranty only becomes effective if activated by the original consumer purchaser within 30 days of the purchase date, by completing and returning the warranty card included with your GLOCK pistol. GLOCK, Inc. reserves the right, at its sole discretion, to accept proof of purchase in lieu of a completed warranty card. To make a claim under this warranty, contact GLOCK, Inc. at: 6000 Highlands Parkway, Smyrna, GA 30082 or call (770) 432-1202 for instructions on how to return your pistol. Do not return your GLOCK pistol for service without prior authorization.



Limitations of Warranty

The warranty will be void if any of the following occur:

1. The instructions in the Instructions for Use manual are not followed;
 2. Your GLOCK pistol or any of its parts are altered or modified from their original state;
 3. Damage is caused by misuse, abuse or improper maintenance;
 4. Your pistol is disassembled beyond the instruction in Chapter 9 of the Instructions for Use manual; or
 5. Reloaded, remanufactured, or handloaded ammunition, or ammunition of a different caliber than your GLOCK pistol is used.
- There are no warranties which extend beyond the description on the face hereof.
 - The sole and exclusive remedy pursuant to this warranty is the repair or replacement of your GLOCK pistol, at the sole discretion of GLOCK, Inc.
 - The implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed.
 - All disclaimers and limitations of liability shall still apply even if the limited remedy of repair and replacement fails of its essential purpose.
 - In states where permitted, GLOCK, Inc. assumes no liability for incidental or consequential damage or for incidental expenses.
 - Any action against GLOCK, Inc. based on an alleged breach of this warranty must be brought within one (1) year of the claimed breach.
 - GLOCK, Inc.'s liability for breach of warranty shall be limited to repair or replacement of your GLOCK pistol, at the sole discretion of GLOCK, Inc.

Complete Your GLOCK Warranty

If you are ready to register your GLOCK pistol, [CLICK HERE](#)

If you would like to verify your warranty registration, [CLICK HERE](#)

GLOCK Repair

If you need to send your GLOCK in for repair:

Download Warranty Form and submit by mail - [WARRANTY PDF DOWNLOAD](#).

Customer Service

If you need more assistance, our Customer Service team is here to help. [CONTACT CUSTOMER SERVICE](#).

In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FFLC
Correspondence To 244 Needy Road
 Martinsburg, WV 25405-9431

License
Number **6-16-055-01-3J-33621**

Chief, Federal Firearms Licensing Center (FFLC)

Expiration
Date **September 1, 2023**

Name
Tracy Robertson
AMCHAR NEW YORK

Premises Address (Changes? Notify the FFLC at least 30 days before the move.)

**100 AIRPARK DR
ROCHESTER, NY 14624-0000**

Type of License

01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Purchasing Certification Statement

The licensee named above shall use a copy of this license to assist a transferor of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under "Type of License."

Mailing Address (Changes? Notify the FFLC of any changes.)

**AMCHAR WHOLESALE INC
AMCHAR NEW YORK
100 AIRPARK DR
ROCHESTER, NY 14624-0000**

Anthony D'Chario **PRES. CEO**
Licensee/Responsible Person Signature Position/Title
ANTHONY D'CHARIO **10-26-2020**
Printed Name Date

Previous Edition is Obsolete AMCHAR WHOLESALE INC 100 AIRPARK DR 14624-0000 01-3J-33621 September 1, 2023 01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

ATF Form 8 (5310.11)
Revised October 2011

Federal Firearms License (FFL) Customer Service Information

Federal Firearms Licensing Center (FFLC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (866) 662-2750
Toll-free Fax Number: (866) 257-2749
E-mail: NLC@atf.gov

ATF Homepage: www.atf.gov
FFL eZ Check: www.atfonline.gov/fflezcheck

Change of Address (27 CFR 478.52). Licensees may during the term of their current license remove their business or activity to a new location at which they intend regularly to carry on such business or activity by filing an Application for an Amended Federal Firearms License, ATF Form 5300.38, in duplicate, not less than 30 days prior to such removal with the Chief, Federal Firearms Licensing Center. The application must be executed under the penalties of perjury and penalties imposed by 18 U.S.C. 924. The application shall be accompanied by the licensee's original license. The license will be valid for the remainder of the term of the original license. (The Chief, FFLC, shall, if the applicant is not qualified, refer the application for amended license to the Director of Industry Operations for denial in accordance with § 478.71.)

Right of Succession (27 CFR 478.56): (a) Certain persons other than the licensee may secure the right to carry on the same firearms or ammunition business at the same address shown on, and for the remainder of the term of, a current license. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business shall furnish the license for that business for endorsement of such succession to the Chief, FFLC, within 30 days from the date on which the successor begins to carry on the business.

(Continued on reverse side)

Cut Here ✂

Federal Firearms License (FFL) Information Card

License Name: **AMCHAR WHOLESALE INC**
Business Name: **AMCHAR NEW YORK**
License Number: **6-16-055-01-3J-33621**
License Type: **01-DEALER IN FIREARMS OTHER THAN
DESTRUCTIVE DEVICES**
Expiration: **September 1, 2023**

Please Note: Not Valid for the Sale or Other Disposition of Firearms.

FFL Newsletter - Electronic Version Available

Sign-Up Today!

FFLs interested in receiving the electronic version of the FFL Newsletter, along with occasional additional information, should submit name, FFL number, and e-mail address to: FIPB@atf.gov.

The electronic FFL Newsletter will enable ATF to communicate information to licensees on a periodic basis.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Jody Farrow-Bennett; Purchasing Director & Valerie Steele; Airport Director
DATE: 2/6/2023
SUBJECT: Sole-Source Coast 2 Coast Technologies, LLC

Rowan County Transit would like to enter into an agreement with Coast 2 Coast Technologies, LLC to purchase four (4) complete video systems and have them installed in the new transit vehicles and inspections to meet FTA/DOT requirements. The funds will come from RTS R&M Vehicles account. This agreement would be approved as a 'sole-source' per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available.
2. A needed product is available from only one source of supply: or
3. Standardization or compatibility is the overriding consideration

Coast 2 Coast Technologies has acquired the wiring kits and required adapters, uninstalled the camera systems from vehicles going out of service and reinstalled the units on new vehicles in the past so this agreement would be for standardization and compatibility as the overriding consideration. The total cost of this agreement is \$6,625.

Attached is the quote provided by Coast 2 Coast Technologies, LLC that will be entered as a contract.

Recommendation: The Transit Director and Purchasing Director recommends that the Board of Commissioners authorize the County to enter into a "sole-source" agreement with Coast 2 Coast Technologies, LLC for vehicle cameras uninstall/reinstall for the four new RTS vehicles and required bi-annual inspections of the camera systems across the fleet for a total contract of \$6,625.

ATTACHMENTS:

Description	Upload Date	Type
Quote 1	1/28/2023	Cover Memo
Quote 2	1/28/2023	Cover Memo
Contract	1/28/2023	Cover Memo

**Coast 2 Coast Technologies,
LLC**

PO Box 5021
Statesville, NC 28687



Installation Quote

January 23, 2023

Rowan County

COMMENTS OR SPECIAL INSTRUCTIONS:

SALESPERSON	P.O. NUMBER	REQUISITIONER	TERMS
Scott McCombs	TBD	Rowan Co.	NET 14

QUANTITY	DESCRIPTION	UNIT PRICE \$	TOTAL \$
4	Video system installs 1. Install Video on 4 new Transit Vehicles Raised roof with lift. 4 camera systems installed 16 cameras total.	\$595.00	\$2380.00
4	Complete video system wiring kits for the 4 raised roof transit vehicles.	\$850.00	\$3400.00

GRAND TOTAL PER TBD ASSETS **\$5780.00**

Coast 2 Coast
Technologies
Best Quality/Best Service

**Coast 2 Coast Technologies,
LLC**

PO Box 5021
Statesville, NC 28687



Installation Quote

Subcontractor's Quotation Terms

1. Quotation is valid for 60 days from required date of submittal.
2. All equipment, wiring, and consumables to be provided by Safety Vision.
3. Prices quoted assume that all vehicles will be installed during one trip. For each additional trip, a fee of \$1000.00 will be assessed.
4. Crew size will be determined by Coast 2 Coast Technologies, LLC. Crew size will vary with quantities.
5. Any out-of-scope work or running repairs (work performed for Client / Safety Vision), not specified in this quote or corresponding SOW/PO that reflects Terms and Conditions of this quote will be billed at \$60.00 per man hour. Request must be sent in writing prior to this work being completed.
6. Any custom brackets, extensions, or mounting that is not basic will be charged additional. Additional fee will be material (if applicable), plus labor rate at \$60.00 per man hour.
7. Install price includes 1 hour of repair work for equipment that is not functioning properly after install. Anything after 1 hour will be billed at \$60.00 per man hour.

Invoicing

Coast 2 Coast Technologies, LLC will invoice every week. Each invoice is expected to be paid within 14 calendar days from date of invoice. Invoice will be emailed out the same day it is created. If 3 invoices become overdue, at any given time, installation will be suspended until payment in full is received for past due invoices. Any vehicle that is only partially installed due to equipment / materials not being available at time of install or if Client / REI. instructs Coast 2 Coast Technologies, LLC to stop installation, vehicle will be billed at full rate. If installation is to be resumed later, after project has been completed, \$60.00 per man hour will be assessed plus travel, car rental and housing fees.

Coast 2 Coast
Technologies
Best Quality/Best Service

**Coast 2 Coast Technologies,
LLC**

PO Box 5021
Statesville, NC 28687



Installation Quote

Warranty

Coast 2 Coast Technologies, LLC will provide a 90 day warranty for Coast 2 Coast Technologies, LLC installation work which begins after installation sign off. Any service calls would be responded to with at least a five-business day lead time. Warranty covers the installation of equipment only. Warranty does not cover any hardware, software or any equipment provided to Coast 2 Coast Technologies, LLC. Prior to a Coast 2 Coast Technologies, LLC technician making a warranty service call, a work order and pictures of the reported issue or equipment is required. Warranty does not cover damage caused by natural disasters (hurricanes, tornadoes, lightning / rain storms, snow, etc.), fires, changes made to install during maintenance or exchanging out of equipment that is not done by a Coast 2 Coast Technologies, LLC employee. If the installation is deemed to NOT be the issue for the service call (ex. firmware, software, hardware or work on the equipment that has changed how equipment was originally installed) additional charges will be billed to REI. The charges will include travel charge, \$30.00 a day diem, \$85.00 per man hour for labor (minimum 4-hour charge), rental car \$75.00 per day, and hotel cost at \$150.00 per day.

**Assignment of PO/SOW is Acceptance of the Terms & Conditions of this Quotation and
Acknowledgement that these Terms & Conditions cannot be superseded or substituted**

If there are any other services we may provide, please let us know. Thank you for your valuable time and consideration. We look forward to the opportunity, if awarded, to work with Onslow County and to provide you with a highly professional and timely install.



Scott McCombs
Business Manager
Coast 2 Coast Technologies, LLC

Coast 2 Coast Technologies, LLC

PO Box 5021
Statesville, NC 28687
(704) 881- 4641

**Installation Quote****January 24 2023****Rowan County****COMMENTS OR SPECIAL INSTRUCTIONS: CRITICAL REPAIRS ARE BILLED AT \$75.00 PER HOUR PLUS PARTS.**

SALESPERSON	P.O. NUMBER	REQUISITIONER	TERMS
Scott McCombs	TBD	Rowan Co.	NET 14

QUANTITY	DESCRIPTION	UNIT PRICE \$	TOTAL \$
26	Video system inspections on transit vehicles	\$47.50	\$1235.00
3	Video system removals from transit vehicles	\$180.00	\$540.00

GRAND TOTAL PER TBD ASSETS **\$1775.00**

Coast 2 Coast
Technologies
Best Quality/Best Service

Coast 2 Coast Technologies, LLC

PO Box 5021
Statesville, NC 28687
(704) 881- 4641



Installation Quote

Subcontractor's Quotation Terms

1. Quotation is valid for 60 days from required date of submittal.
2. All equipment, wiring, and consumables to be provided by Safety Vision.
3. Prices quoted assume that all vehicles will be installed during one trip. For each additional trip, a fee of \$1000.00 will be assessed.
4. Crew size will be determined by Coast 2 Coast Technologies, LLC. Crew size will vary with quantities.
5. Any out of scope work or running repairs (work performed for Client / Safety Vision), not specified in this quote or corresponding SOW/PO that reflects Terms and Conditions of this quote will be billed at \$60.00 per man hour. Request must be sent in writing prior to this work being completed.
6. Any custom brackets, extensions, or mounting that is not basic will be charged additional. Additional fee will be material (if applicable), plus labor rate at \$60.00 per man hour.
7. Install price includes 1 hour of repair work for equipment that is not functioning properly after install. Anything after 1 hour will be billed at \$60.00 per man hour.

Invoicing

Coast 2 Coast Technologies, LLC will invoice every week. Each invoice is expected to be paid within 14 calendar days from date of invoice. Invoice will be emailed out the same day it is created. If 3 invoices become overdue, at any given time, installation will be suspended until payment in full is received for past due invoices. Any vehicle that is only partially installed due to equipment / materials not being available at time of install or if Client / REI. instructs Coast 2 Coast Technologies, LLC to stop installation, vehicle will be billed at full rate. If installation is to be resumed later, after project has been completed, \$60.00 per man hour will be assessed plus travel, car rental and housing fees.

Coast 2 Coast
Technologies
Best Quality/Best Service

Coast 2 Coast Technologies, LLC

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Installation Quote

Warranty

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Assignment of PO/SOW is Acceptance of the Terms & Conditions of this Quotation and Acknowledgement that these Terms & Conditions cannot be superseded or substituted

If there are any other services we may provide, please let us know. Thank you for your valuable time and consideration. We look forward to the opportunity, if awarded, to work with Onslow County and to provide you with a highly professional and timely install.

Coast 2 Coast
—Technologies—
Best Quality/Best Service

Scott McCombs
Business Manager
Coast 2 Coast Technologies, LLC

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and **COAST 2 COAST TECHNOLOGIES, LLC** ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. **Services To Be Performed.** The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. **Term.** The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. **Payment.** In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. **Non-waiver.** If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. **Independent Contractor.** For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this

Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject

matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Sales/Use Taxes Collection and Refunds: Unless otherwise exempted by North Carolina General Statutes from payment of sales or use taxes, Provider must collect all applicable sales and use taxes due under this Agreement and comply with NCGS Chapter 105. If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

14. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

15. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

16. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

17. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

18. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

19. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

20. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

THE PROVIDER

BY: _____

BY: _____

Name: Jody Farrow-Bennett

Name: Kathleen McCombs

Title: Purchasing Director

Title: Manager

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.

Uninstall three (3) video systems from three of the vehicles being taken out of service and reinstall the video systems with new wiring and adapter kits on the four (4) new transit vehicles. This piece is \$5,390. Inspect the video systems on all vehicles in the fleet to meet FTA/DOT biannual inspection requirements. The inspections of twenty-six (26) vehicles is \$1,235.00.

B. Term of the Agreement. The term of the agreement shall begin the date that the contract becomes effective and shall continue until June 30, 2023. The value of this contract shall not exceed \$6,625 without additional approval.

C. Payment to the Provider. Payment in full upon completion and receipt of invoice.

D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. When required by law, the Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate with County listed as additional insured.
- Workers' Compensation in the amount of \$500,000 employer's liability
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage.

F. Contact Information.

THE COUNTY

AARON CHURCH,
COUNTY MANAGER
130 West Innes Street
Salisbury, NC 28144
Telephone: 704-216-8180

THE PROVIDER

COAST 2 COAST TECHNOLOGIES,
LLC
PO Box 5021
Statesville, NC 28687
Telephone: 704-881-4641

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY

THE PROVIDER

BY: _____

BY: _____

Name: Jody Farrow-Bennett

Name: Kathleen McCombs

Title: Purchasing Director

Title: Manager

Date: _____

This instrument has been pre-audited in the manner
required by the Local Government Budget and Fiscal
Control Act.

(Signature of County Finance Officer)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Sarah Pack, Clerk to the Board
DATE: 2/6/23
SUBJECT: County Manager Employment Contract

Please consider the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Employment Contract	1/30/2023	Cover Memo

NORTH CAROLINA

ROWAN COUNTY

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into effective the 6th day of February, 2023 by and between ROWAN COUNTY, a body politic, hereinafter "Employer", and MICHAEL A. CHURCH, hereinafter "Employee".

WITNESSETH:

WHEREAS, Employer has hired Employee as the County Manager for Rowan County, North Carolina, effective the 6th day of February, 2023; and

WHEREAS, the parties have mutually agreed to the terms and conditions that shall govern the employment of Employee; and

WHEREAS, the parties have further agreed at the time of Employee's hiring, as one of said terms and conditions, to reduce their agreement to writing and provide Employee with an Employment Agreement; and

WHEREAS, the parties desire to reduce said agreement to writing in order to reflect all of the terms and conditions thereof.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Section 1. Duties. Employer hereby agrees to employ the Employee as County Manager for Rowan County, North Carolina. Employee shall perform the functions and duties for said position as set forth in the North Carolina General Statutes and the approved formal job description for said position, together with such other functions and duties as may be prescribed from time to time by the Board.

Section 2. Salary, Fringe Benefits, and Moving Expenses. Employee's salary shall be the sum of ONE HUNDRED SEVENTY THREE THOUSAND AND FIVE HUNDRED AND SEVENTY SEVEN DOLLARS (\$173,577) per year, subject to future annual cost of living approved for county employees in the annual budget and other adjustments as may be approved by the Board. Fringe benefits shall include those available to all full-time employees of the Employer.

Section 3. Exempt Status. Employee's position as County Manager shall be considered as an exempt position under the Fair Labor Standards Act.

Section 4. Professional Development. Employee is encouraged to attend appropriate workshops and conferences, including North Carolina City/County Manager Conferences, the NACo Annual Conference, and the NCACC Annual Conference. The county will agree to pay for membership to one (1) local civic organization in Rowan County via (Rotary or other like organization not to exceed \$1,500 a year.

Section 5. Travel Allowance. Employee shall receive a travel allowance of FIVE HUNDRED AND NO/100 DOLLARS (\$500) per month for in-county travel. All out-of-county travel shall be reimbursed in accordance with the Employer's policy for the same.

Section 6. Performance Evaluation. Employee's job performance shall be reviewed in January of each year.

Section 7. Termination of Employment. Either party may terminate this Agreement, with or without cause, upon THIRTY (30) DAYS notice to the other party.

Employee may be terminated at any time after conviction of any felony charge with no separation pay due under this type of termination.

If Employee is terminated within FIVE (5) YEARS of February 6, 2023, and for any cause other than a felony conviction, Employer will provide separation pay to Employee for a period of ONE HUNDRED AND EIGHTY (180) DAYS following the effective date of termination.

If Employee is terminated after February 6, 2028 employment, and for any cause other than a felony conviction, Employer will provide separation pay to Employee for a period of NINETY (90) DAYS following the effective date of termination.

In the event the Employee is terminated by employer during the six months immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under the agreement, then, Employer agrees to pay severance in accordance with this section plus salary and benefits in accordance with this section for any portion of the six months not yet worked.

EXAMPLE CHART OF SEVERANCE FOLLOWING THE SEATING AND SWEARING-IN OF ONE OR MORE NEW GOVERNING BODY MEMBERS IN DECEMBER.

<u>TERMINATION MONTH</u>	<u>SEVERANCE</u>
December	360 Days
January	330 Days
February	300 Days
March	270 Days
April	240 Days
May	210 Days
June	180 Days
July through November	180 Days

"Separation Pay" as used in this Section 7 shall include all of the Employee's salary and fringe benefits as provided in Section 2 above.

Section 8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

Section 9. Severability. If any Section, or portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable and not affected thereby and shall remain in full force and effect.

Section 10. Entire Agreement. This Agreement constitutes the entire understanding of the parties. It may not be changed or modified orally but only by an Agreement in writing signed by each party.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year first above written.

ROWAN COUNTY, EMPLOYER
BY:

Greg Edds, Chairman

ATTESTED TO:

Sarah Pack, Clerk to the Board

MICHAEL A. CHURCH, EMPLOYEE

_____(SEAL)

This instrument has been preaudited in the
Manner required by the Local Government
Budget and Fiscal Control Act.

Anna Bumgarner, Finance Director

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Jody Farrow-Bennett; Purchasing Director & Rowan County Tax Assessor Office
DATE: 2/6/2023
SUBJECT: Sole-Source Spatialest

Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available;
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Rowan County Tax Assessor's Office is requesting to utilize portions of software offered only by Spatialest, Inc. The software empowers our citizens the ability to verify tax assessments and will reduce appeals. This agreement is to provide annual maintenance on this essential equipment. Annual Maintenance will not exceed \$30,750.00. The County will only be purchasing the Comper Pro (#2) and Comper for Citizens (#3).

Attached are the quote and sales material.

Board of Commissioners authorize the County Manager to approve an annual license agreement with Spatialest, Inc. not to exceed \$30,750.00.

ATTACHMENTS:

Description	Upload Date	Type
Quote	1/30/2023	Cover Memo
Sales Document	1/30/2023	Cover Memo



Chip Main
Rowan County Assessor
402 N Main St
Salisbury NC, 28144

Spatialest Inc
15720 Brixham Hill Ave
Suite 300
Charlotte, NC 28277

info@spatialest.com
www.spatialest.com

13 January 2023

Office: 980-766-0705

Dear Chip,

Re: Spatialest Products Proposal: Rowan County, NC

Please find below a quotation for the suite of Spatialest products for Rowan County, NC, for your consideration.

The costs include all annual support, maintenance, hosting and data updates. This quotation is valid for 90 days. Thank you for your interest in Spatialest solutions and please let me know if you have any questions.

Sincerely,

Helen McNulty
Senior Client Executive
Cell: 980 766 0705

A. Product Description

Item	Description
1.	AppraisalEst by Spatialest Inc AppraisalEst is a GIS Based Appraisal toolset providing functionality for data cleansing, data analysis, valuation, and ratio analysis. AppraisalEst uses comparable sales information, property characteristics, and location to produce estimates of value. It combines statistical analysis within the power of a map interface enabling both novice and advanced users to generate high quality accurate appraisal analysis.
2.	Comper Pro by Spatialest Inc Comper Pro is a revolutionary online Comparable Sales selector. Comper helps validate or present assessment information, assists with appeal management and improves accessing or disseminating property information. The associated Comp Grid allows the appraisers to make adjustments to the comps and generate a value. It provides the ability for appraisers to generate their own URAR form/Fee Appraiser style report
3.	Comper for Citizen by Spatialest Inc Comper for the Citizen is an interactive map-based application that allows the taxpayer to view their property in comparison to similar, nearby properties that have recently sold. Simple, easy to use filters allow the citizen to select the sales evidence they feel best represents their property
4.	Property Portal by Spatialest Inc Property Portal consolidates your entire parcel and property details in a single place offering 'one stop shop' access for staff and citizens alike. Any data can be included to provide one source of reliable information. Deeds, Permits, Sales, Ownership and more all in one place
5.	Community by Spatialest Inc The 'Community' product is a dashboard of information designed to enhance civic engagement and empower citizens. Community Shares, Engages, Empowers, Analyzes & Visualizes information and offers improved decision making. Community offers a reduction in transaction costs due to increased data use, provides efficiencies via linked data, and offers the opportunity for economic growth through data analysis and data productization.

6.	Appeals by Spatialest Inc Appeals provides an online Appeals Filing Management System and Online Meeting Scheduler that allows the citizen to submit their appeal online, incorporates document uploads and integrates with Comper for Citizen.
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B. License Fees

Item	Description	Cost (\$)
1.	AppraisalEst (Annual Support & Maintenance)	21,000
2.	Comper Pro (Hosting, Data Updates, Support & Maintenance)	15,500
3.	Comper for Citizen (Hosting, Data Updates, Support & Maintenance) Discount (50%) Annual License (Discounted)	15,500 -7,750 7,750
4.	Property Portal (Hosting, Data Updates, Support & Maintenance)	15,000
5.	Community (Hosting, Data Updates, Support & Maintenance)	14,000
6.	Appeals (Hosting, Data Updates, Support & Maintenance)	14,000

Note: The discounted cost quoted for Comper for Citizen Annual License is based upon the assumption that the product is purchased in addition to Comper Pro.

C. Implementation Fees

Item	Description	Cost (\$)
1.	AppraisalEst Implementation and Training (Customized with Rowan County data) Unlimited Attendees	15,500
2.	Comper Pro (Setup, Design, Data Integration, Testing & Deployment)	7,500
3.	Comper for Citizen (Setup, Design, Data Integration, Testing & Deployment)	WAIVED
4.	Property Portal (Setup, Design, Data Integration, Testing & Deployment)	7,500
5.	Community (Setup, Design, Data Integration, Testing & Deployment)	10,000
6.	Appeals (Setup, Design, Data Integration, Testing & Deployment)	8,500

Note: The implementation fee for Comper for Citizen is waived when purchased in addition to Comper Pro.

D. Professional Services Fees

Additional work can be requested and invoiced accordingly. Travel and expenses associated with onsite consultancy are billed at cost.

Item	Description	Cost (\$)
1.	Additional on-site Consultancy \$1,500 Per Day	Nil
2.	Additional off-site Consultancy \$1,000 Per Day	Nil

E. Costs Year One

Item	Description	Cost (\$)
1.	AppraisalEst	
	Annual License Fee	21,000
	Training & Implementation	15,500
	Total	36,500
2.	Comper Pro	
	Annual License Fee	15,500
	Implementation	7,500
	Total	23,000
3.	Comper for Citizen	
	Annual License Fee	7,750
	Implementation	0
	Total	7,750
4.	Property Portal	
	Annual License Fee	15,000
	Implementation	7,500
	Total	22,500
5	Community	
	Annual License Fee	14,000
	Implementation	10,000
	Total	24,000
6.	Appeals	
	Annual License Fee	14,000
	Implementation	8,500
	Total	22,500

Subsequent Years

Item	Description	Cost (\$)
1.	AppraisalEst Annual License Fee	21,000
2.	Comper Pro Annual License Fee	15,500
3.	Comper for Citizen Annual License Fee	7,750
4.	Property Portal Annual License Fee	15,000
5.	Community Annual License Fee	14,000
6.	Appeals Annual License Fee	14,000



**JUST HOW SMART
CAN YOUR DATA BE?**

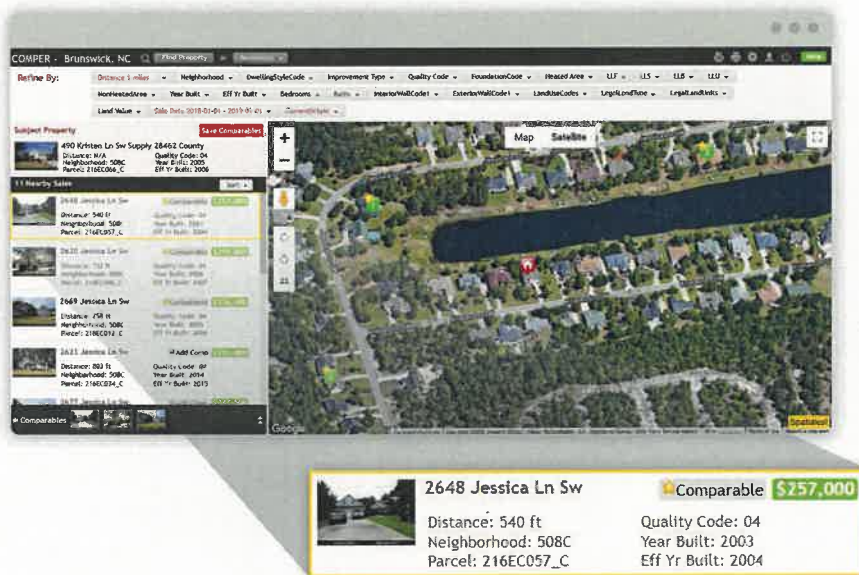
..... Simple, intuitive, and stress free

Comper

As a powerful and easy-to-use tool, Comper allows you to instantly find only the best comps with a highly customizable search criteria.

Not only does Comper improve confidence in your values, it is also proven to empower your citizens and reduce appeals.

The Comp Adjustment Grid provides an additional level of professional support to your appraisers, allowing them to obtain an estimate of value based on the differences between the subject and the comps.



Comparable Sales Analysis

Grid Estimate:	Subject	Sale #1	Sale #2	Sale #3	Sale #4	Sale #5
Grid Estimate: \$250,000	Subject: 2648 Jessica Ln Sw Supply 28452 County	Sale #1: 2648 Jessica Ln Sw Supply 28452 County	Sale #2: 2648 Jessica Ln Sw Supply 28452 County	Sale #3: 2648 Jessica Ln Sw Supply 28452 County	Sale #4: 2648 Jessica Ln Sw Supply 28452 County	Sale #5: 2648 Jessica Ln Sw Supply 28452 County
Distance: 0 ft	Distance: 0 ft	Distance: 0 ft	Distance: 0 ft	Distance: 0 ft	Distance: 0 ft	Distance: 0 ft
Year Adjusted: 18 Nov 2021	Year Adjusted: 18 Nov 2021	Year Adjusted: 18 Nov 2021	Year Adjusted: 18 Nov 2021	Year Adjusted: 18 Nov 2021	Year Adjusted: 18 Nov 2021	Year Adjusted: 18 Nov 2021
Land Value: \$22,000	Land Value: \$22,000	Land Value: \$22,000	Land Value: \$22,000	Land Value: \$22,000	Land Value: \$22,000	Land Value: \$22,000
Quality Code: 04	Quality Code: 04	Quality Code: 04	Quality Code: 04	Quality Code: 04	Quality Code: 04	Quality Code: 04
Eff Yr Built: 2006	Eff Yr Built: 2006	Eff Yr Built: 2006	Eff Yr Built: 2006	Eff Yr Built: 2006	Eff Yr Built: 2006	Eff Yr Built: 2006
Heated Area: 2,624 Sqft	Heated Area: 2,624 Sqft	Heated Area: 2,624 Sqft	Heated Area: 2,624 Sqft	Heated Area: 2,624 Sqft	Heated Area: 2,624 Sqft	Heated Area: 2,624 Sqft
Baths: 2	Baths: 2	Baths: 2	Baths: 2	Baths: 2	Baths: 2	Baths: 2
Half Baths: 1	Half Baths: 1	Half Baths: 1	Half Baths: 1	Half Baths: 1	Half Baths: 1	Half Baths: 1
Garage: 400	Garage: 400	Garage: 400	Garage: 400	Garage: 400	Garage: 400	Garage: 400
Grid Value: \$21,730	Grid Value: \$21,730	Grid Value: \$21,730	Grid Value: \$21,730	Grid Value: \$21,730	Grid Value: \$21,730	Grid Value: \$21,730
Net: 1% Gross: 7%	Net: 1% Gross: 7%	Net: 1% Gross: 7%	Net: 1% Gross: 7%	Net: 1% Gross: 7%	Net: 1% Gross: 7%	Net: 1% Gross: 7%
Adjusted Sale Price: \$250,000	Adjusted Sale Price: \$250,000	Adjusted Sale Price: \$250,000	Adjusted Sale Price: \$250,000	Adjusted Sale Price: \$250,000	Adjusted Sale Price: \$250,000	Adjusted Sale Price: \$250,000

Easy Steps

- Easily search for a subject property
- Utilize intuitive filters to refine results
- Review sales to determine suitability
- Select multiple comparable sales
- Obtain an estimate of value from comp grid
- Save and print a comp report

KEY BENEFITS

- Quickly locate sales evidence
- Review options and alternatives
- Easily swap comps and create reports
- Review similar properties nearby
- Alter selection criteria
- Store changes and create web reports

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Jody Farrow-Bennett, Purchasing Director & Alyssa Harris, Public Health Director
DATE: 2/6/2023
SUBJECT: Contract with Patagonia Health Inc.

The Rowan County Health Department has contracted with Patagonia Health, since 2015, to use their subscription services that allow the health department to maintain patient Electronic Medical Record/Practice Management Systems.

The Health Department is changing the current contract with Patagonia Health to include Add-On sales agreement for Bi-Directional Quest Labs Interface. Total contract for FY23, not to exceed \$96,646.00.

Recommendation: Board of Commissioners authorize the approval to extend the contract with Patagonia Health. Total contract for FY23, not to exceed \$96,646.00.

ATTACHMENTS:

Description	Upload Date	Type
Quote	1/30/2023	Cover Memo



<http://www.patagoniahealth.com>

Add-On Sales Agreement 2022 - Bi-directional Quest Labs Interface

Provider: Quest Labs, Existing Account Number: _____

Customer: Rowan County Health Department - NC

1811 East Innes Street

Salisbury, NC 28146

Attn: Meredith Littell, MSN, RN - Nursing Director - meredith.littell@rowancountync.gov

704-216-8846

Karen Khoury, Client Sales - karen@patagoniahealth.com - 919-200-6011

Quote Date: 11/28/2022. This quote expires in 90 days.

Patagonia Health Interface Manager: Komal Sadani, komal@patagoniahealth.com - 984-241-5691

Interfaces:

Description	Initial Fees	Monthly Fees
Quest Labs Bi-directional Interface to include Orders. Currently Rowan County Health Dept. has a unidirectional, results only, interface with Quest Labs.	\$2200.00	\$83.00

Terms:

- Initial Fees will be invoiced upon execution of this contract.
- Monthly Fees will be in place of the current unidirectional pricing and will be applied 90 days from the execution of this contract.
- This subscription will increase annually at the anniversary date of the Sales Agreement, by the US-CPI outlined in the Order Form of the Sales Agreement, or the Renewal Agreement.

Rowan County Health Department - NC

Signature: Alyssa Harris

Date: 12/22/2022

Name: Alyssa Harris

Title: Health Director

Phone: ((704) 216-8777

Email: alyssa.harris@rowancountync.gov

Patagonia Health, Inc. Designed by:

Signature: Amos Slaymaker

12/23/2022

Date: _____

Name: Amos Slaymaker

Title: VP of Sales and Marketing

Phone: (919) 439-0964

Email: amos@patagoniahealth.com

info@patagoniahealth.com

Aldridge, Karla L

From: Littell, Meredith L
Sent: Wednesday, November 30, 2022 2:40 PM
To: Aldridge, Karla L
Subject: FW: [External] Spending Funds

As proof...



Meredith Littell, MSN, RN
Nursing Director
Rowan County Public Health
1811 East Innes Street Salisbury, NC 28146
[p] 704.216.8846 [f] 704.216.7991
www.rowancountync.gov/health

From: Smith, Megan C <megan.smith1@dhhs.nc.gov>
Sent: Wednesday, November 30, 2022 12:36 PM
To: Littell, Meredith L <Meredith.Littell@rowancountync.gov>
Subject: RE: [External] Spending Funds

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

Perfect, thank you!

If you have any additional training materials or if you can possibly get some photos of the training in session, it would be much appreciated. We are working to highlight LHDs that are thinking outside the box.

Thank you,

Megan C. Smith, MBA
SFRF Program Coordinator
Division of Public Health, Communicable Disease Branch
North Carolina Department of Health and Human Services

919-546-1628 office
919-733-1020 fax
Megan.smith1@dhhs.nc.gov

225 N. McDowell St.
Raleigh, NC 27603

1902 Mail Service Center
Raleigh, NC 27699-1902

Don't wait to vaccinate. Find a COVID-19 vaccine location near you at MySpot.nc.gov.



Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

From: Littell, Meredith L <Meredith.Littell@rowancountync.gov>
Sent: Wednesday, November 30, 2022 12:06 PM
To: Smith, Megan C <megan.smith1@dhhs.nc.gov>
Subject: [External] Spending Funds

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [ReportSpam](#).

Hi Megan,

We are planning to use AA 546 funds for billboards, EMR training, and EMR lab upgrade. I have attached a copy of the proposed cost. The billboards will promote handwashing and vaccination. .
Per our previous conversation regarding EMR training and adding EMR features (bidirectional use with Quest), please find the proposed costs attached for review.
Are we ok to move forward with the spending?

Thank you,
Meredith Littell



Meredith Littell, MSN, RN
Nursing Director
Rowan County Public Health
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130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Jody Farrow-Bennett; Purchasing Director & Craig Powers, Environmental Management Director
DATE: 2/6/2023
SUBJECT: Approve Landfill Phase V Construction Project to NJR Group - Contract

Rowan County worked with HDR Engineering, Inc. and received proposals for Phase V Construction at the Rowan County Landfill. Four bid responses were received. The Board approved the award to NJR Group who submitted the lowest total base bid in the amount of \$10,882,888.81. Approved on 1/17/2023, Agenda Item 13.

Contract prepared by HDR Engineering, Total amount calculated less due to vendor error at bid. Contract not to exceed \$10,882,498.40 which is \$390.41 less than original bid price.

Funding included in the FY23 budget for Capital Asset - Landfill Cell.

Attached are the bid document, NJR Bid and the signed Contract from NJR.

Recommendation: Board of Commissioners to authorize the County Manager to approve the Contract with NJR Group in the amount of \$10,882,498.40.

ATTACHMENTS:

Description	Upload Date	Type
Bid Tab	1/6/2023	Cover Memo
NJR Bid	1/6/2023	Cover Memo
Contract	1/30/2023	Cover Memo

ITB 2023-0008 MSW Landfill Phase V Construction

1/4/2023 14:00

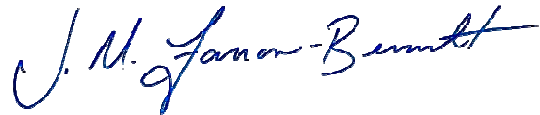
Vendor	Initial Bid	Alternate 1	Alternate 2
NJR Group, Inc.	\$10,882,888.81	\$2,478,080.00	\$576,697.50
Thalle Construction Co.	\$12,435,000.00	\$970,000.00	\$370,000.00
Polivka International Co.	\$13,895,063.50	\$1,609,300.00	\$1,068,750.00
Morgan Corporation	\$11,599,636.80	\$2,688,716.80	\$354,420.00

Bid Opening Attendees

Jody Farrow-Bennett	RoCo
Craig Powers	RoCo
Anna Bumgarner	RoCo
Jeff Boyd	RoCo
David Morris	Logistical Soil Management
Mike Murray	LSM
Mike Plummer	HDR
Thomas Kirby	Morgan Corp.
Alex Sullivan	NJR Group
Kiyan Lappke	Polivka International
Richarp Repp	Thalle Construction Co.
Nick Childers	Raw Resources
Gene Pavone	Charah

I hereby certify that this is a true tabulation of the bids received.

1/4/2023



Jody Farrow-Bennett, Purchasing Director

Alternate 3	Bid Bond	
\$778,641.75	Yes	
\$455,000.00	Yes	
\$997,500.00	Yes	
* \$853,60.00	Yes	*Missing a digit on Bid Document.



Rowan County Landfill

Phase V Expansion Construction

Construction Documents Project Manual

Issued for Bid

November 2022

HDR Project No. 10335518



BID FORM

PROJECT IDENTIFICATION: Rowan County Landfill Phase V Construction

CONTRACTOR NAME: NJR GROUP INC

CONTRACTOR LICENSE NO.: 77426

THIS BID IS SUBMITTED TO: Rowan County, North Carolina, hereinafter referred to as Owner.

1. ENTER INTO CONTRACT

The undersigned proposes and agrees that if this bid is accepted to contract with Rowan County, North Carolina for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Bids documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of Rowan County, North Carolina for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the bid certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

2. BIDDER ACCEPTANCE

Bidder accepts all of the terms and conditions of the Solicitation or Invitation for Bid, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bid Requirements within five (5) business days after the date of Owner's Notice of Award.

Bidder has enclosed with this bid response Bid Bond(s) in the amount of: \$ 5%

Bidder accepts all of the terms and conditions? YES ☒ NO ☐

Bidder included one original and two complete copies of all bid documents? YES ☒ NO ☐

Bidder has included their qualifications described in the Special Conditions? YES ☒ NO ☐

3. BIDDER REPRESENTATIONS

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents and the following Addenda, (if applicable), receipt of all which is hereby acknowledged: (List Addenda by Number and Date).

ADDENDA NO.	DATE
<u>1</u>	<u>11/23/22</u>
<u>2</u>	<u>12/13/22</u>
<u>3</u>	<u>12/14/22</u>
<u>4</u>	<u>12/23/22</u>

- B. Bidder has visited the site and become familiar with, and is satisfied as to, the general, local, and site conditions that may affect cost, progress, performance and furnishing of the Work.
- C. Bidder is familiar with, and is satisfied as to, all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- D. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at, or contiguous to, the site or otherwise which may affect cost progress, performance or furnishing of the Work or

which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

- E. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- F. Bidder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies in the Contract Documents, and the written resolution thereof by Owner is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, etc. have not been resolved through the interpretations or clarifications by Owner as described in the Instructions to Bidders, because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

- G. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- H. The Bidder's signature on the Bid Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Bidder(s) and without effort to preclude the County from obtaining the lowest possible competitive price.
- I. Bidder is familiar with all the conditions surrounding the performance of the work required for this project, including the availability of materials, equipment, supplies and labor.
- J. If Bidder is awarded the Contract, Bidder will provide all labor, material, supplies, and equipment, and execute the Work in accordance with the Contract Documents.
- K. If awarded the Contract, Bidder will commence work after the issuance of a "Notice to Proceed" as required in the resulting Contract.
- L. If awarded the Contract, Bidder agrees that if the Work, or any part thereof, is not completed within the Contract Time (including any extension thereof), Bidder will be liable for liquidated damages in accordance with the Contract.
- M. If awarded the Contract, Bidder will provide insurance coverage as required in Section 00 21 13 – Instructions to Bidders. The cost of the insurance is included in the Bid.
- N. Bidder understands that the Owner reserves the right to reject any bids which do not meet the requirements, or all bids in the event that the project is canceled or postponed.
- O. If awarded the Contract, the successful Bidder will enter and execute a contract as required.
- P. Bidder will hold his bid open for a period of ninety (90) calendar days from the date that bids are due.
- Q. Bidder is legally able to enter into and perform a contract, if awarded.

4. BID PRICE

- A. The Base Bid Schedule in the following section outlines all major components of the Work required to complete the project as specified. The Base Bid Total indicated in numbers and in words at the end of the Base Bid Schedule, shall be used for determination of the successful Bidder.
- B. The Contractor is directed to Base Bid Measurement and Basis for Payment, for a narrative description of each item in the Base Bid Schedule.
- C. The quantities outlined below represent an approximation as estimated by the Engineer. All quantities depicted in the Base Bid Schedule, represent in-place, constructed quantities (as constructed in the proposed Work). The Contractor is responsible for verifying quantities for bidding. Engineer's estimated quantities are provided for informational purposes only, and are not to be relied upon as the sole basis for the Contractor's bid.
- D. Refer to General Terms and Conditions and Attachment A regarding method of award. Refer to the Specifications package and Section 01 30 00 Special Conditions, for further information regarding other project specifics.
- E. Lump sum line items will constitute the total payment for the Work.
- F. Unit price items will be measured and payment will be for the actual quantity.
- G. In the event the Owner desires to modify the quantity (reduce or increase) of work for one or more lump sum Bid Schedule line items during construction, the general basis for establishing the corresponding change in contract price will be to divide the lump sum bid price by the Engineer's estimated quantity, thereby yielding a unit price by which to modify the line item total price. Other methods for price adjustment may be considered at the Owner's and Engineer's discretion.

5. BASE BID SCHEDULE

Bidder will complete the Work in accordance with the Contract Documents for the following prices:

Item	Description	Estimated Quantity	Unit	Basis of Payment	Total Cost
1.	Bonds, Insurance, and Mobilization (4% Max of Base Bid Items 2-28)	1	LS	LS	\$ 435,000.00
2.	Construction Quality Control	1	LS	LS	\$ 362,100.00
3.	Surveying and Control	1	LS	LS	\$ 251,521.00
4.	Stormwater Structures and Erosion Control	1	LS	LS	\$ 408,000.00
5.	Rip Rap Lined Channels	2,850	LF	LS	\$ 300,247.50
6.	Clearing and Grubbing	4	AC	LS	\$ 48,000.00
7.	Structural Fill	80,000	CY	\$ 6.73 /CY	\$ 538,406.40
8.	Unclassified Excavation	190,000	CY	\$ 3.85 /CY	\$ 731,880.00
9.	Difficult Excavation	2,000	CY	\$ 25.00 /CY	\$ 50,000.00

Item	Description	Estimated Quantity	Unit	Basis of Payment	Total Cost
10.	Compacted Soil Liner (18" 1x10 ⁻⁵ cm/sec)	46,464	CY	LS	\$ 763,963.20
11.	Geosynthetic Clay Liner (GCL)	19.3	AC	LS	\$ 501,491.20
12.	60 mil HDPE Geomembrane	19.3	AC	LS	\$ 555,531.20
13.	Geocomposite Drainage Layer	19.3	AC	LS	\$ 188,059.20
14.	HDPE Leachate Collection Piping and Collection Stone	1	LS	LS	\$ 1,511,750.00
15.	Separator Geotextile	1	LS	LS	\$ 196,807.36
16.	Operational Layer Soil and Subcell Divider Berm	32,312	CY	LS	\$ 200,334.40
17.	Operational Layer Gravel	25,800	CY	LS	\$ 1,857,600.00
18.	Geosynthetic Rain Cover	14	AC	LS	\$ 257,152.00
19.	Leachate Enclosure	1	EA	LS	\$ 222,368.00
20.	Leachate Pumps	2	LS	LS	\$ 108,732.00
21.	Leachate Forcemain and Manhole Removal	1,020	LF	LS	\$ 98,307.60
22.	Electrical, Instrumentation and Controls	1	LS	LS	\$ 164,555.00
23.	Air Compressor	1	LS	LS	\$ 96,224.00
24.	Seeding	30	AC	\$ 5,000 /AC	\$ 150,000.00
25.	Perimeter Road – Stone	5,950	SY	LS	\$ 48,314.00
26.	Perimeter Road – Asphalt Paving	3,500	SY	LS	\$ 230,172.74
27.	Road widening and culvert replacement along access road	1	LS	LS	\$ 96,368.00
28.	Water Supply Well	1	LS	LS	\$ 20,000
29.	Contingency	1	LS	LS	\$500,000

TOTAL BID IN NUMBERS \$ 10,882,888.81 ^{Hundred}

IN WORDS Ten Million Eight Hundred Eighty Two Thousand
Eight Hundred Eighty Eight & 81/100

6. ALTERNATE BID ITEMS

Item	Description	Estimated Quantity	Unit	Unit Cost	Total Cost
1.	Compacted Soil Liner (24" 1x10 ⁻⁷ cm/sec)	61,952	CY	LS	\$ 2,478,080.00
2.	Flexamat® Standard Channel Lining	2,850	LF	LS	\$ 576,697.50
3.	HydroTurf® CS Type 1	2,850	LF	LS	\$ 778,641.75

7. BASE BID ITEMS MEASUREMENT AND BASIS FOR PAYMENT

The line items below provide further description of the Work listed in the Base Bid Schedule. Some of the line items include approximate in place quantities as estimated by the Engineer. All estimated areas are measured on a plan view basis where no adjustment is made for slope. For any unit price items based on areas, measurement will also be measured on a plan view basis without adjustment for slope. The Contractor shall not rely on the quantities given but shall instead estimate all quantities independently as required to complete the Bid. The price associated with each Lump Sum item shall be the full compensation paid for the Work described, regardless of the Engineer's or Contractor's estimated quantity. For Lump Sum items, no claim shall be made by the Contractor for deviations between the Contractor's estimated quantity and the actual quantity required to complete the Work described.

1. **BONDS, INSURANCE, AND MOBILIZATION (4% Max of Base Bid Items 2-28):** This Work shall consist of securing the appropriate bonds and insurance policies for the Project, and performance of preparatory construction operations, including the movement of personnel and equipment to the Project site and subsequent demobilization, safety equipment and other facilities to begin work on a substantial phase of the Contract. Payment for this item will be made on a Lump Sum basis, wherein no measurement will be made. The Lump Sum price shall be full compensation for performing the Work specified.
2. **CONSTRUCTION QUALITY CONTROL:** This Work shall consist of all material testing and inspection required by the Contract Documents. Testing includes soil borrow source characterization, structural fill, compacted soil liner, leachate collection stone, geomembrane, geocomposite drainage material, operational cover, concrete, pressure pipe, and other testing as defined in the Contract Documents. Payment for this bid item shall be made on a lump sum basis. This lump sum bid item shall be full compensation for performing the testing work required.
3. **SURVEYING AND CONTROL:** This Work shall consist of all surveying and control work required by the Contract Documents. This includes establishment of appropriate site benchmarks, baseline surveys, location of utilities, construction layouts, staking, and obtaining all survey information required to compile the initial existing conditions survey and the Record (As-Built) Drawings. All surveys shall be performed under the direction of a licensed surveyor and sealed by a surveyor licensed in North Carolina. The As-Built Drawings shall include the items listed in Section 01 30 00 Special Conditions. This lump sum bid item also includes photography as outlined in Section 01 30 00 Special Conditions. Payment for this bid item shall be made on a lump sum basis. This lump sum bid item shall be full compensation for performing the surveying work required.
4. **STORMWATER STRUCTURES AND EROSION CONTROL:** This Work shall consist of furnishing all necessary materials, equipment, labor, and appurtenances necessary to install new RCP culverts, corrugated plastic pipe (CPP), drop inlets, and apron outlet in the locations shown on the Drawings and as specified in the Contract Documents. This work also includes any temporary erosion control measures required by the Contractor to protect

their work and maintain regulatory compliance. Payment for this bid item will be on a lump sum basis, wherein no measurement will be made.

5. **RIP RAP LINED CHANNELS:** This Work shall consist of furnishing all necessary materials, equipment, labor, and appurtenances necessary to install the rip rap channel lining in the locations shown on Sheet 02G-01, detail on 02C-08, and as specified in the Contract Documents. Payment for this bid item will be on a lump sum basis, wherein no measurement will be made.
6. **CLEARING AND GRUBBING:** This work will consist of furnishing all necessary materials, equipment, labor, and appurtenances necessary to clear the vegetated areas and stockpile the material in the "Pallet Recycling Area". Grinding and or burning is not required. Payment will be made on a lump sum basis wherein no measurement will be made.
7. **STRUCTURAL FILL:** This Work shall consist of furnishing all necessary materials, equipment, labor, and appurtenances necessary to complete all structural fill soil as shown on the Drawings and as specified in the Contract Documents. Material shall be obtained by the Contractor from an on-site or off-site borrow area and shall be placed in the Work. Areas of fill that become unsuitable due to weather or neglect, are to be corrected by Contractor without additional compensation. Actual quantity may vary from the estimated quantity. This item includes the estimated cubic yards of fill necessary to reach design grades from those shown. Testing will be paid under item 2. Payment for this bid item will be on a unit price basis, wherein measurement will be made by comparison of the before and after surveys prepared under item 3. The Engineer will make final determination of the quantity.
8. **UNCLASSIFIED EXCAVATION:** This Work shall consist of furnishing all equipment, materials, labor and appurtenances necessary to excavate material and place in an on-site stockpile in an area designated on the Drawings. Payment for this bid item will be on a unit price basis, wherein measurement will be made.
9. **DIFFICULT EXCAVATION:** This Work shall consist of all equipment, materials, labor, and appurtenances to excavate areas of the site that include the potential for stiff soils and rock removal. The price for excavation shall include the cost for blasting, permitting, and monitoring, as necessary. Payment will be on a unit price basis, wherein measurement will be made.
10. **COMPACTED SOIL LINER (18" 1x10⁻⁵ cm/sec):** This Work shall consist of furnishing all equipment, materials, labor, and appurtenances necessary to complete the compacted soil liner installation as detailed in the Contract Documents. Material shall be obtained from an on-site or off-site source and include cut/fill operations to be incorporated into the Work. This item also includes the tie-in to Phase IV. Testing will be paid under item 2. Payment will be on a lump sum basis, wherein no measurement will be made.
11. **GEOSYNTHETIC CLAY LINER (GCL):** This Work shall consist of furnishing all equipment, materials, labor, and appurtenances necessary to install the GCL where shown on the Contract Documents. This Work shall include all material delivery, stockpiling, protection, placement, and connections. Testing will be paid under item 2. Payment will be on a lump sum basis, wherein no measurement will be made.
12. **60 mil HDPE GEOMEMBRANE:** This Work shall consist of furnishing all equipment, materials, labor, and appurtenances necessary to complete the installation of HDPE geomembrane, including furnishing specified materials and documentation associated with manufacture of the materials, delivery, stockpiling, inventory, deployment, placement, protection, cleaning, patching, and seaming of geomembrane components where shown on the Contract Documents. This item also includes the tie-in to Phase IV, anchor trench, and installation of liner marker posts. Testing will be paid under item 2. Payment will be on a lump sum basis, wherein no measurement will be made.

13. **GEOCOMPOSITE DRAINAGE LAYER:** This Work shall consist of furnishing all equipment, materials, labor, and appurtenances necessary to install the geocomposite drainage layer above the 60 mil HDPE geomembrane component of the liner system. This Work shall include delivery, stockpiling, inventory, deployment, cleaning, securing, protecting, placing, seaming, and repairing the geocomposite layer where shown on the Contract Documents. Testing will be paid under item 2. Payment will be on a lump sum basis, wherein no measurement will be made.
14. **HDPE LEACHATE COLLECTION PIPING AND COLLECTION STONE:** This Work shall consist of furnishing all equipment, materials, labor, and appurtenances necessary to install the gravity piping for leachate collection and cleanouts, including providing the perforated pipe, reducers, field welding (butt-fusion) the pipe segments, connection to Phase IV leachate collection pipes, installation of caps (where required), placement of collection pipes, cleanout pipes, riser pipes to enclosure, preparation of fabrication drawings, shop fabricated fittings, placement of bedding, backfilling, cleaning, video and dewatering where shown on the Contract Documents. The construction and placement of concrete anchor blocks for the cleanouts with embedded HDPE is included in this item. This Work includes cleaning HDPE leachate piping as necessary and supplying video documentation to prove it is properly installed and clean. See Section 40 05 33. In addition, This Work shall consist of furnishing all equipment, materials, labor, and appurtenances necessary, including documentation of compliance with the Specifications, production, delivery, stockpiling, testing and placing the stone material to the lines and grades indicated where shown on the Contract Documents. This item includes sump and leachate columns. Payment will be on a lump sum basis, wherein no measurement will be made.
15. **SEPARATOR GEOTEXTILE:** This work shall consist of furnishing all equipment, materials, labor, and appurtenances necessary to install the geotextile both around the gravel column surrounding the leachate collection pipe and the operational layer gravel where shown on the Contract Documents. Cushion geotextile is included as a part of this work. Payment will be made on a lump sum basis, wherein no measurement will be made.
16. **OPERATIONAL LAYER SOIL AND SUBCELL DIVIDER BERM:** This Work shall consist of furnishing all equipment, materials, labor, and appurtenances necessary to complete the installation of the operational layer soil as well as the installation of the subcell divider berm shown in the Contract Documents. Material shall be obtained from an on-site or off-site source and include cut/fill operations to be incorporated into the Work. Testing will be paid under item 2. Payment will be on a lump sum basis, wherein no measurement will be made.
17. **OPERATIONAL LAYER GRAVEL:** This Work shall consist of furnishing all equipment, materials, labor, and appurtenances necessary to complete the installation of the operational gravel layer. Test will be paid under item 2. Payment will be on a lump sum basis, wherein no measurement will be made.
18. **GEOSYNTHETIC RAIN COVER:** This Work shall consist of furnishing all equipment, materials, labor, and appurtenances necessary to complete the installation of the rain cover, including furnishing specified materials, documentation, deployment, protection, seaming, patching and blasting. The entire cell (liner limits or construction baseline) plus one foot around the perimeter is to be covered by rain cover. Payment will be on a lump sum basis, wherein no measurement will be made.
19. **LEACHATE ENCLOSURE:** This Work shall consist of furnishing all equipment, materials, labor, and appurtenances necessary to complete the Work, including furnishing and installing cast-in-place concrete structure, roof, fencing, gates, and appurtenances. This item includes the HDPE embedment on the outside of the structure. Testing will be paid under item 2. Payment will be on a lump sum basis, wherein no measurement will be made.
20. **LEACHATE PUMPS:** This Work shall consist of furnishing all equipment, materials, labor, and appurtenances necessary to furnish and install the leachate pumps at the leachate

enclosure. This work shall include all pump appurtenances, startup, and training as specified. Payment will be on a lump sum basis, wherein no measurement will be made.

21. LEACHATE FORCEMAIN AND MANHOLE REMOVAL: This Work shall consist of furnishing all equipment, materials, labor, and appurtenances necessary to install the pressure piping from the sump to Phase IV. This item includes stainless steel pipe, dual contained HDPE pipe, and all associated valves, fittings, gauges, flowmeter, heat tracing and insulation. Testing will be paid under item 2. In addition, this Work covers the removal of an existing manhole. Payment will be on a lump sum basis, wherein no measurement will be made.
22. ELECTRICAL, INSTRUMENTATION AND CONTROL: This Work shall consist of furnishing all equipment, materials, labor, and appurtenances necessary to furnish and install the electrical components, equipment, instrumentation and controls as shown on the Drawings and as specified in the Contract Documents related to handling leachate for Cell. Work includes connection to electrical service. CONTRACTOR is responsible for coordinating with local power provider. Payment will be on a lump sum basis, wherein no measurement will be made.
23. AIR COMPRESSOR: This Work shall consist of furnishing all equipment, materials, labor, and appurtenances necessary to install an air compressor for the flare system in the location shown in the Contract Drawings and specified in the Contract Documents. Payment will be on a lump sum basis, wherein no measurement will be made.
24. SEEDING: This Work consists of furnishing all equipment, materials, labor, and appurtenances to provide seeding, nutrients (fertilizer/lime), and mulch to those areas which have been disturbed by the CONTRACTOR and/or require repair. All areas to be seeded are subject to approval by Owner and Engineer. This item includes soil testing to determine nutrients needed to promote the seeding. The Owner may elect to approve any portion of the area or none. Payment will be on a unit price basis, wherein measurement will be made by plan view quantity.
25. PERIMETER ROAD – STONE: This Work shall consist of furnishing all necessary materials, equipment, labor, and appurtenances necessary to construct the stone perimeter road in the locations shown on the Drawings and as specified in the Contract Documents. Payment for this bid item will be on a lump sum basis, wherein no measurement will be made.
26. PERIMETER ROAD – ASPHALT PAVING: This Work shall consist of furnishing all necessary materials, equipment, labor, and appurtenances necessary to pave the perimeter road in the locations shown on the Drawings and as specified in the Contract Documents. Payment for this bid item will be on a lump sum basis, wherein no measurement will be made.
27. ROAD WIDENING AND CULVERT REPLACEMENT ALONG ACCESS ROAD: This work shall consist of all necessary materials, equipment, labor and appurtenances necessary to widen the road and replace culvert along access road shown on sheet 02G-01 east of the White Goods Recycling Area and as specified in the Contract Documents. Payment for this bid item will be on a lump sum basis, wherein no measurement will be made.
28. WATER SUPPLY WELL: This work will consist of all necessary materials, equipment, labor, and appurtenances necessary to install and plumb a new water supply well to the maintenance facility. This line item is an allowance for the work up to the stated amount. Actual work effort and cost will be agreed to in writing between all involved parties and applied to the allowance.
29. CONTINGENCY: This allowance shall be used only upon issuance of a written change order. Any unused portion of the allowance remaining at the completion of the contract will revert back to the owner as a credit.

8. ALTERNATE BID ITEMS MEASUREMENT AND BASIS FOR PAYMENT

The line items below provide further description of the Work listed in the Alternate Bid Schedule. Some of the line items include approximate in place quantities as estimated by the Engineer. All estimated areas are measured on a plan view basis where no adjustment is made for slope. For any unit price items based on areas, measurement will also be measured on a plan view basis without adjustment for slope. The Contractor shall not rely on the quantities given but shall instead estimate all quantities independently as required to complete the Bid. The price associated with each Lump Sum item shall be the full compensation paid for the Work described, regardless of the Engineer's or Contractor's estimated quantity. For Lump Sum items, no claim shall be made by the Contractor for deviations between the Contractor's estimated quantity and the actual quantity required to complete the Work described.

1. COMPACTED SOIL LINER (24" 1×10^{-7} cm/sec): If this alternate is selected, it will replace base bid items 9 and 10. This Work shall consist of furnishing all equipment, materials, labor, and appurtenances necessary to complete the compacted soil liner installation as detailed in the Contract Documents. Material shall be obtained from an on-site or off-site source and include cut/fill operations to be incorporated into the Work. This item also includes the tie-in to Phase IV. Testing will be paid under item 2. Payment will be on a lump sum basis, wherein no measurement will be made.
2. FLEXAMAT® STANDARD CHANNEL LINING: If this alternate is selected, it will replace base bid item 5 (Rip Rap Lined Channels). The Flexamat® Standard is a system with various layers which are included in this item. This Work shall consist of furnishing all equipment, materials, labor, and appurtenances necessary to complete the installation as required by the manufacturer. Payment will be on a lump sum basis, wherein no measurement will be made.
3. HYDROTURF® CS TYPE 1 CHANNEL LINING: If this alternate is selected, it will replace base bid item 5 (Rip Rap Lined Channels). The Hydroturf® CS Type 1 is a system with various layers which are included in this item. This Work shall consist of furnishing all equipment, materials, labor, and appurtenances necessary to complete the installation as required by the manufacturer. Payment will be on a lump sum basis, wherein no measurement will be made.

9. COMPLETION

Bidder agrees that the Work will be completed and ready for final payment in accordance with the Contract.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

10. ADDRESS FOR COMMUNICATIONS

Communications concerning this Bid shall be addressed to the Bidder at the address indicated below.

Name: Alex Sullivan

Telephone #: 980-581-8102

Email Address: ASULLIVAN@NJRGROUPINC.COM

11. AUTHORIZED SIGNATURES

SUBMITTED on January 4, 2023

If Bidder is:

An Individual

By _____ (SEAL)
(Individual's name)

doing business as _____

Business address: _____

FEIN: _____

A Partnership

By _____ (SEAL)
(Firm name)

(General partner)

Business address: _____

FEIN: _____

A Corporation

By NJR GROUP INC (SEAL)
(Corporation name)

NC
(State of incorporation)

By [Signature] (SEAL)
(Name of person authorized to sign)

President
(Title)

(Corporate Seal)



Attest [Signature]
(Secretary)

Business address: 1721 US HWY 52 N

Albemarle NC 28001

FEIN: 47-3588180

END OF SECTION

Expiration Date

12/31/2023

License No.

77426

North Carolina

Licensing Board for General Contractors

This is to Certify That:

NJR Group, Inc.

Albemarle, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building, Highway, PU(Water Lines & Sewer Lines)

until

December 31, 2023

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2023

This certificate may not be altered.



Lisa Piercy
Chairman

C. Frank Wiener
Secretary-Treasurer

Expiration Date

12/31/2023

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Lisa Leroy
Chairman

C. Frank Wiener
Secretary-Treasurer



January 4, 2023

Re: Rowan Landfill Phase V Expansion

See below for Project Personnel:

Project Manager: Nathan Russell (704) 984-1650 & Alex Sullivan (704) 726-0936

Superintendent: Jim Russell

Safety: Ben Speights (704) 985-5285

Emergency Contacts: Nathan Russell (704) 984-1650

David Coble (704) 985-2812

Brian Jones (980) 581-0246

Alex Sullivan (704) 726-0936

Karmen Russell (980) 581-8102

If you have any questions, please give me a call.

Sincerely,

Alexander Sullivan
NJR Group Inc

Nathaniel J Russell

1017 Belevedere Dr

Albemarle, NC 28001

Phone: 704-984-1650

Email: nrussell@njrgroupinc.com

SUMMARY

FORWARD THINKING AND PERFORMANCE-DRIVEN PROFESSIONAL WITH THE ABILITY TO SUPPORT ENGINEERING PROJECTS FOR ROADS, RAIL INFRASTRUCTURE, BUILDINGS AND BRIDGES WORKS. POSSESS STRONG INTERPERSONAL AND PROJECT MANAGEMENT SKILLS NECESSARY TO MOTIVATE TEAM MEMBERS TO EFFECTIVELY MEET STRATEGIC GOALS AND BOTTOM LINE OBJECTIVES.

HIGHLIGHTS

- STRATEGIC DEVELOPMENT & CORPORATE PLANNING
- GENERATE COST EFFICIENT DESIGNS FOR INTERNAL CAPITAL IMPROVEMENT PROJECTS
- SUBMIT DOCUMENTATION FOR GOVERNMENT PERMITS
- ESTIMATE AND SUBMIT BIDS FOR FEDERAL, STATE, AND COMMERCIAL CONSTRUCTION PROJECTS
- PROJECT MANAGEMENT
- OPERATIONAL ANALYSIS
- TECHNICAL PLAN EXECUTION
- MATERIALS MANAGEMENT
- COMPLEX PROBLEM SOLVER
- CRITICAL THINKER

EXPERIENCE

ENGINEER – ESTIMATOR –PROJECT MANAGER - Owner
NJR GROUP

06/2016 – Current
ALBEMARLE, NC

- ESTIMATE DESIGN BUILD PROJECTS, DESIGN BID BUILD PROJECTS, NCDOT PROJECTS, AND PRIVATE PROJECTS
- PROJECT MANAGE VARIOUS CONSTRUCTION PROJECTS

- PLAN AND DIRECT THE EXECUTION OF TECHNICAL, ECONOMICAL, AND ADMINISTRATIVE FUNCTIONS OF VARIOUS PROJECTS
- PRODUCE AND ISSUE SUBCONTRACTS, SUBMITTALS, TECHNICAL SPECIFICATIONS , AND DATA SHEETS
- STRATEGIC PLANNING

ENGINEER – ESTIMATOR –PROJECT MANAGER
J.T. RUSSELL & SONS, INC

06/2004 -06/2016
ALBEMARLE, NC

- ESTIMATE DESIGN BUILD PROJECTS, DESIGN BID BUILD PROJECTS, NCDOT PROJECTS, AND PRIVATE PROJECTS
- PROJECT MANAGE VARIOUS CONSTRUCTION PROJECTS
- PLAN AND DIRECT THE EXECUTION OF TECHNICAL, ECONOMICAL, AND ADMINISTRATIVE FUNCTIONS OF VARIOUS PROJECTS
- PRODUCE AND ISSUE SUBCONTRACTS, SUBMITTALS, TECHNICAL SPECIFICATIONS , AND DATA SHEETS

ASST SUPERINTENDENT - OPERATOR –LAB TECHNICIAN - LABOR
J.T. RUSSELL & SONS, INC –PART TIME

06/1998 To 06/2004
ALBEMARLE, NC

- ☐ ASPHALT PLANT OPERATOR / ASST LAB TECH
- ☐ HEAVY EQUIPMENT OPERATOR
- ☐ PAVING SUPERINTENDENT
- ☐ PIPE FOREMAN
- ☐ LABORER

EDUCATION

BACHELOR OF SCIENCE: CIVIL ENGINEERING
 UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE

2007
 CHARLOTTE, NC

AFFILIATIONS

AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE), CAROLINA ASPHALT PAVEMENT ASSOCIATION (CAPA)

LICENSES - CERTIFICATION

LICENSED GENERAL CONTRACTOR – GEORGIA, NORTH CAROLINA, SOUTH CAROLINA, Arizona, Tennessee AND VIRGINIA
 NASCLA CREDIT

ALCOHOL TABACCO & FIREARMS BLASTING LICENSE NORTH CAROLINA
DOT ROADWAY CERTIFIED
MSHA PART 46 CERTIFIED, FIRST AID & CPR CERTIFIED
CDL DRIVERS LICENSE W/ HAZARD + TANKER ENDORSEMENTS NCDOT EROSION
CONTROL CERTIFIED
GEORGIA SOIL & WATER LEVEL 1 EROSION CONTROL CERTIFIED

TECHNICAL SKILLS

AUTO-CAD, CARLSON CIVIL 3-D, AGTEK 3-D, SURE TRACK PROJECT MANAGEMENT, EXCEL, WORD, AND
POWER POINT.

Report Selections Criteria

Equipment Code: ALL
 Equipment Type: ALL
 Yard Code: ALL
 Purchase Type: Own,Lease,Rent
 Print notes: No
 Include components: No
 Include compliance: No

Division: ALL
 Area: ALL
 Equipment Status: ALL
 Status types: Active,Inactive
 Include warranties: No
 Include statistics: No

NJR GROUP INC

Summary Equipment File Listing Sorted by Equipment Code

Equipment Type	Year	Make	Model	Weight Class	Serial #	Status	Description
Equipment: ME Mechanical Equipment							
Equipment: PU Pick Up Truck	1-100	Chevrolet	2500 - Jr.	2500	1GC1KUEG6GF195153	1 Active	
Equipment: PU Pick Up Truck	1-101	Chevrolet	2500 - Santiago	2500	1GB1KUEG3GF264319	1 Active	
Equipment: PU Pick Up Truck	1-102	Chevrolet	2500 - Wesley	2500	1GB1KUEG0HF109597	1 Active	
Equipment: PU Pick Up Truck	1-103	Chevrolet	1500 -	1500	1GCNCEH3HZ116549	1 Active	
Equipment: VEH Vehicle	1-104	GMC	Yukon -Jim	SLT	1GKS1BKC8FR148673	1 Active	
Equipment: PU Pick Up Truck	1-105	Chevrolet	2500 - Jesus	2500HD	1GB1KUEG9JF252831	1 Active	
Equipment: VEH Vehicle	1-106	GMC	YUKON XL	XL	1GKS2HKJ5JR162294	1 Active	
Equipment: VEH Vehicle	1-107	2015 Chevrolet	Tahoe	LT	1GNSKBKC5FR189559	1 Active	
Equipment: PU Pick Up Truck	1-108	2018 Dodge	Ram 5500 - Cesar	RAM 5500	3C7WRMFL1JG338967	1 Active	
Equipment: PU Pick Up Truck	1-109	2018 Chev	2500HD Coble	2500HD	1GC1KVEY1JF259587	1 Active	
Equipment: PU Pick Up Truck	1-110	2019 Chev	3500 Worktruck - BJ	3500	1GB4KVG4KF115738	1 Active	
Equipment: PU Pick Up Truck	1-111	2018 Chev	Silverado Alex	1500	3GCUKSEC0JG599554	1 Active	
Equipment: PU Pick Up Truck	1-112	2016 Chev	Sierra 1500 Ben	SIERRA	1GTV2MEH0GZ403648	1 Active	
Equipment: PU Pick Up Truck	1-113	2017 DODGE	RAM	RAM 3500	3C63RRGL9HG614616	1 Active	
Equipment: PU Pick Up Truck	1-114	2019 CHEV	SILV 1500 - BILLY T				

NJR GROUP INC

Summary Equipment File Listing Sorted by Equipment Code

Equipment Type		Year	Make	Model	Weight Class	Serial #	Status	Description
SCR	Screener	16	POWERSCREEN	750		PID00137PDG652437	1	Active
Equipment:	2-200		Sakai 84"					
RL	Roller	14	SAKAI	SV54OT	3SV5310189		1	Active
Equipment:	2-201		Bomag Walk Behind					
RL	Roller	13	BOMAG	BM/P8500	101720113395		1	Active
Equipment:	2-202		CAT ROLLER CB34B					
RL	Roller	18	CATERPILLAR	CB34B	042300257		1	Active
Equipment:	2-203		Hamm Roller					
RL	Roller	18	HAMM	HD120I	H243-0156		1	Active
Equipment:	2-204		John Deere SW770HF DD Sakai Ro					
RL	Roller	18	SAKAI	SW770HF	4SW8-10233		1	Active
Equipment:	2-205		HAMM RL GRW1801-10					
RL	Roller	19	HAMM	GRW1801-10	H2280223		1	Active
Equipment:	2-206		SAKAI SV4114T					
RL	Roller	19	SAKAI	SV414T	3SV59-60191		1	Active
Equipment:	2-250		Broom					
BR	Broom	18	JOHN DEERE	RJT350	3001723		1	Active
Equipment:	2-251		Broom w/blade					
BR	Broom	19	BROCE	RJT350	0KY203734		1	Active
Equipment:	2-300		Excavator					
EXC	Excavator	15	CATERPILLAR	336F	RKB00720		1	Active
Equipment:	2-301		Excavator					
EXC	Excavator	14	HITACHI	250G	1FFDCB70HDE430278		1	Active
Equipment:	2-302		Excavator					
EXC	Excavator	18	CATERPILLAR	323	0RAZ00333		1	Active
Equipment:	2-303		CAT 336FL					
EXC	Excavator	17	CATERPILLAR	336FL	0RKB10127		1	Active
Equipment:	2-304		315FL Excavator					
EXC	Excavator	19	CATERPILLAR	315FL	TDY12915		1	Active
Equipment:	2-330		Excavator					
EXC	Excavator	13	JOHN DEERE	35D	1FF035DXHCG268768		1	Active
Equipment:	2-350		Volvo Rubber Tire Exc					
EXC	Excavator	18	VOLVO	EW180E	180E320399		1	Active
Equipment:	2-400		CAT Motorgrader					
MG	Motor Grader	14	CATERPILLAR	12M3	N9F00194		1	Active
Equipment:	2-500		Dozer					
DZ	Dozer	15	CATERPILLAR	D6N	PER00875		1	Active
Equipment:	2-501		Dozer					
DZ	Dozer	18	CATERPILLAR	D5K2	0KY203734		1	Active
Equipment:	2-600		Backhoe Loader					

NJR GROUP INC

Summary Equipment File Listing Sorted by Equipment Code

Equipment Type		Year	Make	Model	Weight Class	Serial #	Status	Description
TR	Trailer	19	KRAFTSMAN			5E7GG2027KR004165	1	Active
Equipment:	3-605							
TR	Trailer	19	CARRY-ON	5X8G		4YMBU0818KG015830	1	Active
Equipment:	3-606							
TR	Trailer	20	LAMAR	WP803227		5RVWP3220LP087857	1	Active
Equipment:	3-607							
TR	Trailer	20	KRAFTSMAN	T6-15		5E7T62226LA001014	1	Active
Equipment:	3-608							
TR	Trailer	20	EAST TEXAS TRAILER	SW6010031		58SBU1010LE019621	1	Active
Equipment:	3-609							
TR	Trailer	18	MACK	30FT DUMP TRAILER		5MADDA283JC043412	1	Active
Equipment:	3-650							
CAB	Cab and Chassis	18	PALFINGER	PCB13-11CS			1	Active
Equipment:	3-700							
MIS	Miscellaneous	18				B82870980	1	Active
Equipment:	3-701							
MIS	Miscellaneous						1	Active
Equipment:	3-750							
TR	Trailer	18	MULTIQUIP	WT5C		42810	1	Active
Equipment:	3-751							
TR	Trailer	20	WEILER	TT250		TT250-135	1	Active
Equipment:	3-800							
ME	Mechanical Equipment	17	MILLER	TRAIL BLAZER 325		MH120046R	1	Inactive
Equipment:	3-801							
ME	Mechanical Equipment	17	MILLER	TRAILBLAZER 275		010982R	1	Inactive
Equipment:	3-850							
ME	Mechanical Equipment		GENERAC	0066720		8896413A	1	Inactive
Equipment:	3-900							
GPS	Global Positioning System		TOPCON	X531 3D EXCAVATOR S			1	Active
Equipment:	3-901							
GPS	Global Positioning System		TOPCON	MMGPS COMPONENTS			1	Active
Equipment:	3-902							
GPS	Global Positioning System		TOPCON	NET G3A			1	Active
Equipment:	3-903							
GPS	Global Positioning System		TOPCON	INTUICOM RTK BRIDGE			1	Active
Equipment:	3-904							
GPS	Global Positioning System		TOPCON	FC-500			1	Active
Equipment:	3-905							
GPS	Global Positioning System		TOPCON				1	Active
Equipment:	3-906							
GPS	Global Positioning System		TOPCON	Digital UHF II Base (1)			1	Active

NJR GROUP INC

Summary Equipment File Listing Sorted by Equipment Code

Equipment Type		Year	Make	Model	Weight Class	Serial #	Status	Description
ME	Mechanical Equipment	18	INGERSOLL RAND	7.5 HP 80	CBV566956		1	Active
Equipment:	4-253 Air Compressor							
ME	Mechanical Equipment	14	ATLASCOPCO	XAS185JD	HOP046124		1	Active
Equipment:	4-700 Conex							
CON	Conex	17	CONEX				1	Active
Equipment:	4-701 Conex (Temp)							
CON	Conex	18	CONEX				1	Active
Equipment:	4-702 20' Conex							
CON	Conex						1	Active
Equipment:	4-703 20' Conex							
CON	Conex	08	CONEX		IKKTU 788666		1	Active
Equipment:	4-704 20' Conex - Bought in AZ -Blue							
CON	Conex		CONEX		307308-0		1	Active
Equipment:	4-800 Light tower Towable Small							
LP	Light Plant	13	MAGNUM PRO	MLT3060	1307787		1	Active
Equipment:	4-801 Light Tower Towable Small							
LP	Light Plant	13	MAGNUM PRO	MLT3060	1300756		1	Active
Equipment:	5-000 Small Tools							
ST	Small Tools						1	Active
Equipment:	5-100 Concrete Saw TS-420							
ST	Small Tools	18	STIHL	TS 420	0000 967 4000 B FD		1	Active
Equipment:	5-101 RAMMER - Large							
ST	Small Tools	18	BOMAG	BT 60	101541126314		1	Active
Equipment:	5-102 Rammer Large							
ST	Small Tools	13	MULTIQUIP	MTX70			1	Active
Equipment:	5-103 Concrete Saw TS-420							
ST	Small Tools	18	STIHL	TS 420	184187805		1	Active
Equipment:	5-104 Core Drill							
ST	Small Tools	15	DIAMOND PR	M1C-20-MMW4096-V	798C315190126		1	Active
Equipment:	5-105 Concrete Vibrator							
ST	Small Tools	17	WYCO	WSD1T	0417-0156		1	Active
Equipment:	5-106 Plate Tamp							
ST	Small Tools	18	WACKER	WP1550	10871850		1	Active
Equipment:	5-107 HUSQVARNA BLOWER							
ST	Small Tools	17	HUSQVARNA	580BTS	20174000358		1	Active
Equipment:	5-108 Concrete Saw TS-420							
ST	Small Tools	19	STIHL	TS 420	186454302		1	Active
Equipment:	5-500 Security Camera							
SC	Security	21					1	Active
Equipment:	9-000 Apple Computer (Karmens)							



January 4, 2023

Re: Rowan Landfill Phase V Expansion

See below for Project Personnel:

Project Manager: Nathan Russell (704) 984-1650 & Alex Sullivan (704) 726-0936

Superintendent: Jim Russell

Safety: Ben Speights (704) 985-5285

Emergency Contacts: Nathan Russell (704) 984-1650

David Coble (704) 985-2812

Brian Jones (980) 581-0246

Alex Sullivan (704) 726-0936

Karmen Russell (980) 581-8102

If you have any questions, please give me a call.

Sincerely,

Alexander Sullivan
NJR Group Inc

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

NJR Group, Inc. as
principal, and Travelers Casualty and Surety Company of America, as surety, who is
duly licensed to act as surety in North Carolina, are held and firmly bound unto
Rowan County as obligee,
in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of
the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

Signed, sealed and dated this 4th day of January, 2023

WHEREAS, the said principal is herewith submitting proposal for

RFP #2023-008 MSW Landfill Phase V Construction

and the principal desires to file this bid bond in lieu of making the cash deposit as required
by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that
if the principal shall be awarded the contract for which the bid is submitted and shall
execute the contract and give bond for the faithful performance thereof within ten days after
the award of same to the principal, then this obligation shall be null and void; but if the
principal fails to so execute such contract and give performance bond as required by G.S.
143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in
the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by
G.S. 143-129.1

NJR Group, Inc. (SEAL)

By: *Anthony J. Reed* (SEAL)

(SEAL)

Travelers Casualty and Surety Company of America (SEAL)

By: *Sara Grace Deese* (SEAL)
Sara Grace Deese, Attorney-in-Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Sara Grace Deese of Charlotte, NC, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond

OR

Principal: NJR Group, Inc.

Obligee: Rowan County

Project Description: RFP #2023-008 MSW Landfill Phase V Construction

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

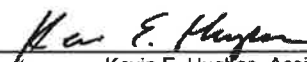
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of January, 2023.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

2022											
NJR Group - NJR											
Job Description	Owner	Location	Customer/Prime	Contract Amt	Job Number	Date Signed/Awarded	Availability Date	Completion Date	Description of Work	Contact	Contact Phone Number
Knoxville Ethanol Intermodal Facility	Eco Energy	Knoxville, TN	JTR - Project Manager	\$3,200,000.00	14208	July 8, 2014	September 1, 2015	May 1, 2015	Grading, Drainage, Paving, Concrete Foundations, Rail Construction, Mechanical	Chad Conn	615-778-2898
Stanly County Airport Airfield Pavement Rehabilitation	Stanly County Airport Engineer: Talbert & Bright	Albemarle, NC	Stanly County - Project Manager	\$5,892,939.08	3803-0903	August 16, 2011		December 1, 2011	Airfield Paving, AST, Milling	Chad Vernon	704-426-6070
City of Lexington Street Repairs	City of Lexington	Lexington, NC	JTR - Asst Project Manager	\$434,704.99	14209	August 8, 2014			Resurfacing, Ast	Roger Jones	336-248-3930
Healing Springs Ethanol Intermodal Facility	Eco-Energy Distribution High Rock, LLC	Healing Springs, NC	JTR - Project Manager	\$8,049,330.00	09508	October 1, 2011		April 1, 2012	Grading, Drainage, Paving, Concrete Foundations, Culvert, Rail	Chad Conn	615-778-2898
Alexandria Ethanol Facility	Eco Energy	Alexandria, VA	JTR - Project Manager	\$5,200,000.00	15000	April 1, 2015	April 1, 2015	September 2, 2016	Grading, Drainage, Stone Base, Paving, Concrete Foundations, Mechanical, Electrical	Chad Conn	615-778-2898
Selma Ethanol Facility	Eco Energy	Selma, NC	JTR - Project Manager	\$9,800,000.00	16000	February 1, 2016	February 1, 2015	February 2, 2017	Grading, Drainage, Stone Base, Paving, Bridge, Concrete Foundations, Mechanical, Electrical	Chad Conn	615-778-2898
Union County BRZ-2153(3) WBS45356.3.FD28	NCDOT	Union County, NC	TCB - Asst Project Manager	\$63,496.00	DJ00139	November 21, 2014			Paving	Phil Brown	336-224-2200
Montgomery NC24/27 TROY BYPASS	NCDOT	Troy, NC	JTR - Asst Project Manager	\$45,066,522.65	C203494	December 30, 2014	December 29, 2014		Grading, Drainage, Stone Base, Paving, Bridges, Blasting	Ruben Blakley	910-944-7621
Misc Asphalt CASE WORK Cabarrus County	NCDOT	Cabarrus County, NC	JTR - Asst Project Manager	\$1,288,408.75	3600036328	January 1, 2015			Various Asphalt	Mark Morgan	704-983-4340
Misc Asphalt CASE WORK Stanly County	NCDOT	Stanly County, NC	JTR - Asst Project Manager	\$1,307,578.00	3600036327	January 1, 2015			Various Asphalt	Mark Morgan	704-983-4341
Bridge #019 Over Branch Mountain Creek (Stony Hill Rd) Stanly County culvert	NCDOT	Stanly County, NC	JTR - Asst Project Manager	\$296,881.05	DJ00140	January 5, 2015	January 5, 2015	November 10, 2015	Grading, Drainage, Paving, Bridge	David Black	704-741-4880
Cabarrus County Replace Bridge#244 Over Muddy Creek on SR#1145 WBS#17BP.10.R.2	NCDOT	Cabarrus County, NC	JTR - Asst Project Manager	\$384,513.71	DJ00092	January 14, 2013	February 1, 2013	November 28, 2013	Grading, Drainage, Paving, Culvert	David Black	704-741-4881
Cabarrus County Replace Bridge#106 Over Little Bear Crk, Replace Bridge#290 Over Unnamed Tributary	NCDOT	Cabarrus County, NC	JTR - Asst Project Manager	\$488,312.04	DJ00091	January 8, 2013	February 1, 2013	November 28, 2013	Grading, Drainage, Paving, Culvert	David Black	704-741-4882
Stanly County Replace Bridge#148 and #149 over Curl Tail Creek	NCDOT	Stanly County, NC	JTR - Asst Project Manager	\$659,401.60	DJ00095	February 28, 2013	April 1, 2013	June 3, 2014	Grading, Drainage, Paving, Culvert	David Black	704-741-4884
Stanly County Replace Bridge#220 over South Ugly Creek	NCDOT	Stanly County, NC	JTR - Asst Project Manager	\$228,909.66	DJ00094	March 8, 2013	March 18, 2013	January 26, 2014	Grading, Drainage, Paving, Culvert	David Black	704-741-4880
EcoEnergy Cartersville 80 Car Unit	ECO	Cartersville, GA	JTR - Project Manager	\$13,780,408.29	12204	November 8, 2012			Grading, Drainage, Stone Base, Paving, Concrete Foundation	Chad Conn	615-778-2898
Davidson County Landfill	Davidson County	Lexington, NC	JTR - Project Manager	\$1,985,283.50	13107	October 8, 2013			Grading, Drainage, Leachate Drainage, Liner	Pieter Scheer	919-828-0577
Augusta Ethanol Intermodal Facility	Eco Energy	Augusta, GA	JTR - Project Manager	\$9,255,000.00	14200		August 16, 2014	May 2, 2015	Grading, Drainage, Stone Base, Paving, Concrete Foundations, Rail	Chad Conn	615-778-2898
Rowan County Landfill Phase IV	Rowan County	Rowan County, NC	JTR - Project Manager	\$5,800,000.00	14203		February 3, 2014	December 16, 2014	Grading, Drainage, Stone Base, Paving, Liner	Mike Plummer	704-338-6700
Eco Energy Charlotte 2017	Eco Energy	Mecklenburg County, NC	NJR - Project Manager	\$12,500,000.00	17100		January 5, 2017	December 1, 2017	Grading, Drainage, Paving, Concrete Foundations, Structures, Rail Construction, Mechanical	Chad Conn	615-778-2898
Eco Energy Knoxville 2017	Eco Energy	Knox County, TN	NJR - Project Manager	\$1,300,000.00	17150		February 1, 2017	August 1, 2017	Grading, Drainage, Paving, Concrete Foundations, Structures, Rail Construction, Mechanical	Chad Conn	615-778-2898
C203672 Old Beatty Ford Rd Widening	NCDOT	Salisbury, NC	NJR - Project Manager	\$12,672,000.00	C203672	June 20, 2017	March 15, 2018	June 1, 2020	Grading, Drainage, Paving, Culvert	Kelly Seitz	704-639-7560
NC 73 Turn Lane	NCDOT	Albemarle, NC	NJR - Project Manager	\$378,000.00	DJ00254	August 16, 2017	September 1, 2017	December 1, 2017	Grading, Drainage, Paving	Jeff Littlefield	704-983-4400
Cabarrus Culvert	NCDOT	Albemarle, NC	NJR - Project Manager	\$675,000.00	DJ00294	June 16, 2018	September 1, 2018	March 1, 2019	Grading, Drainage, Paving, Structures	Garland Haywood	704-983-4400
Davidson County Anna Lewis	NCDOT	Salisbury, NC	NJR - Project Manager	\$1,300,000.00	DJ00203	May 17, 2018	August 1, 2018	April 1, 2019	Grading, Drainage, Paving	Chris Corriher	704-639-7560
Rowan Resurfacing	NCDOT	Salisbury, NC	NJR - Project Manager	\$2,800,000.00	DJ00206	June 13, 2018	February 1, 2019	July 1, 2019	Resurfacing Paving	Chris Corriher	704-639-7560
Rowan Resurfacing	NCDOT	Salisbury, NC	NJR - Project Manager	\$2,100,000.00	DJ00213	September 26, 2018	April 1, 2019	May 1, 2020	Grading, Drainage, Paving	Kelly Seitz	704-639-7560
Montgomery Fuel Farm	NCDOT	Star, NC	NJR - Project Manager	\$200,000.00	18335	August 14, 2018	October 1, 2018	May 1, 2020	Fuel Farm Airfield	James Moose	704-954-9008
Lake Tillery Bridge	NCDOT - PCL	Albemarle, NC	NJR - Project Manager	\$1,200,000.00		November 20, 2018	February 1, 2019	December 1, 2021	Grading, Drainage, Paving, Welding, Fabrication	Christopher Fine	704-983-4400
Eco Energy Phoenix Terminal Addition	Eco Energy	Phoenix, AZ	NJR - Project Manager	\$7,000,000.00		February 14, 2020	March 1, 2020	January 1, 2021	Fuel Farm Airfield	Chad Conn	615-778-2898
Eco Energy Cartersville Terminal Addition	Eco Energy	Cartersville, GA	NJR - Project Manager	\$1,000,000.00		April 15, 2020	May 1, 2020	January 1, 2021	NGT Expansion - Grading, Drainage, Stonebase, Paving, Rail	Chad Conn	615-778-2898
Charlotte Douglas Fuel Farm Expansion	City of Charlotte Aviation	Charlotte, NC	NJR - Project Manager	\$8,000,000.00		April 15, 2020	June 1, 2020	June 1, 2021	Fuel Farm Airfield	Ashton Watson	
DJ00347 Back Creek Church Rd	NCDOT	Albemarle, NC	NJR - Project Manager	\$925,000.00	DJ00347	June 16, 2019	September 1, 2019	July 1, 2020	Grading, Drainage, Paving	Ray Isenburg	704-983-4400
DJ00333 Stanly Resurfacing	NCDOT	Albemarle, NC	NJR - Project Manager	\$378,000.00	DJ00333	July 16, 2019	September 1, 2019	July 1, 2021	Resurfacing Paving	Christopher Fine	704-983-4400
DJ00226 Rowan Bridge	NCDOT	Albemarle, NC	NJR - Project Manager	\$650,000.00	DJ00226	April 6, 2021	May 8, 2021	September 30, 2021	Grading, Drainage, Paving, Structures	Kelly Seltz	704-639-7560
Town of Cornelious - Bailey Road Improvements	Cornelious /NCDOT	Albemarle, NC	NJR - Project Manager	\$1,900,000.00		August 1, 2020	March 1, 2021	March 1, 2022	Grading, Drainage, Paving,	Tyler Beadsley	704-892-6031
C204678 Rowan Resurfacing	NCDOT	Albemarle, NC	NJR - Project Manager	\$6,500,000.00		November 15, 2021	March 15, 2022	September 30, 2023	Resurfacing Paving	Kelly Seitz	704-639-7560
C204686 Cabarrus Resurfacing	NCDOT	Albemarle, NC	NJR - Project Manager	\$5,500,000.00		December 21, 2021	March 16, 2022	October 15, 2023	Resurfacing Paving	Christopher Fine	704-983-4400
DJ00361 Lane Street	NCDOT	Albemarle, NC	NJR - Project Manager	\$2,200,000.00		September 15, 2021	March 15, 2022	October 16, 2023	Resurfacing Paving	Christopher Fine	704-983-4400

AGREEMENT

BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Rowan County (“Owner”) and NJR Group Inc. (“Contractor”). Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Rowan County is requesting bids to provide the necessary materials, labor, equipment and supervision to adequately construct approximately 19.3 acres of the Subtitle D lined Phase V of the Rowan County MSW Landfill.

2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Rowan County MSW Landfill Phase V Construction #2023-008.

3—ENGINEER

- 3.01 The Owner has retained HDR Engineering, Inc. of the Carolinas (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by HDR Engineering, Inc. of the Carolinas.

4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete as specified in the Contract Documents, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before.
- 4.03 *Contract Times: Days*
- A. The Cell 1 Work Milestone (refer to Section 4.04) will be substantially complete within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions. The Cell 2 & All Other Work Milestone (refer to Section 4.04) will be substantially complete within 240 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions. The entire project Work will be completed and ready for final

payment in accordance with Paragraph 15.06 of the General Conditions within 270 days after the date when the Contract Times commence to run.

4.04 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Cell 1 Milestone: Cell 1 Milestone is defined as having approximately 6.25 acres of Phase V landfill expansion constructed and as-built documentation submitted to Engineer for inclusion into a construction certification document in accordance with the project specifications.
 - a. Cell 1 Substantial Completion: Complete within 120 days of Notice to Proceed.
 2. Cell 2 & All Other Work Milestone: Cell 2 Milestone is defined as having the remaining approximately 13.0 acres of Phase V landfill expansion constructed and as-built documentation submitted to Engineer for inclusion into a construction certification document in accordance with the project specifications. All remaining project work is to be included in this milestone.
 - a. Cell 2 & All Other Work Substantial Completion: Complete within 240 days of Notice to Proceed.
 3. Final Completion: Complete entire Work and project close-out within 270 days of Notice to Proceed.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*:
 - a. Cell 1: Contractor shall pay Owner \$2,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Cell 1 Substantial Completion, until the Work is substantially complete.
 - b. Cell 2 & All Other Work: Contractor shall pay Owner \$2,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Cell 2 & All Other Work Substantial Completion, until the Work is substantially complete.
 2. *Final Completion*:
 - a. After Cell 1, Cell 2 & All Other Work Substantial Completions, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$2,000 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for fines and penalties (if any) imposed on Owner as a direct result of Contractor's failure to attain Substantial Completion according to the Contract Times, (2) for fines and penalties (if any) imposed on Owner by an authority having jurisdiction for actions or inaction of Contractor arising from Contractor's performance of the Work (regardless of whether such event was connected with any delay in compliance with the Contract Times), and (3) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

4.07 Owner reserves the right to withhold from payments due Contractor under the Contract amounts for liquidated damages (if any), special damages (if any), and performance damages (if any) in accordance with the Contract.

5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$10,882,498.40.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Item	Description	Estimated Quantity	Unit	Basis of Payment	Total Cost
1	Bonds, Insurance and Mobilization (4% Max of Base Bid Items 2-28)	1	LS		\$ 435,000.00
2	Construction Quality Control	1	LS		\$ 352,100.00

Item	Description	Estimated Quantity	Unit	Basis of Payment	Total Cost
3	Surveying and Control	1	LS		\$ 251,521.00
4	Stormwater Structures and Erosion Control	1	LS		\$ 408,000.00
5	Rip Rap Lined Channels	2,850	LF		\$ 300,247.50
6	Clearing and Grubbing	4	AC		\$ 48,000.00
7	Structural Fill	80,000	CY	\$ 6.73	\$ 538,400.00
8	Unclassified Excavation	190,000	CY	\$ 3.85	\$ 731,500.00
9	Difficult Excavation	2,000	CY	\$ 25.00	\$ 50,000.00
10	Compacted Soil Liner (18" 1x10-5 cm/sec)	46,464	CY		\$ 763,963.20
11	Geosynthetic Clay Liner (GCL)	19.3	AC		\$ 501,491.20
12	60 mil HDPE Geomembrane	19.3	AC		\$ 555,531.20
13	Geocomposite Drainage Liner	19.3	AC		\$ 188,059.20
14	HDPE Leachate Collection Piping and Collection Stone	1	LS		\$ 1,511,750.00
15	Separator Geotextile	1	LS		\$ 196,807.36
16	Operational Layer Soil and Subcell Divider Berm	32,312	CY		\$ 200,334.40
17	Operational Layer Gravel	25,800	CY		\$ 1,857,600.00
18	Geosynthetic Rain Cover	14	AC		\$ 257,152.00
19	Leachate Enclosure	1	EA		\$ 222,368.00
20	Leachate Pumps	2	LS		\$ 108,732.00
21	Leachate Forcemain and Manhole Removal	1,020	LF		\$ 98,307.60
22	Electrical, Instrumentation and Controls	1	LS		\$ 164,555.00
23	Air Compressor	1	LS		\$ 96,224.00
24	Seeding	30	AC	\$ 5,000.00	\$ 150,000.00
25	Perimeter Road - Stone	5,950	SY		\$ 48,314.00
26	Perimeter Road - Asphalt Paving	3,500	SY		\$ 230,172.74
27	Road widening and Culvert replacement along access road	1	LS		\$ 96,368.00
28	Water Supply Well	1	LS		\$ 20,000.00
29	Contingency	1	LS		\$ 500,000.00

C. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment

have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 90 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of 25 sheets with each sheet bearing the following general title: Contract Drawings for Rowan County Phase V Municipal Solid Waste Landfill.
7. Drawings listed on the attached sheet index.
8. Addenda (numbers to, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Construction Quality Assurance Plan
 - b. Boring Logs
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner: Rowan County

Contractor: NJR Group Inc.

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

(If **Owner** is a corporation, attach evidence of authority to sign. If **Owner** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NJR GROUP INC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 1-25-2023
(date signed)

Name: NATHANIEL J RUSSELL
(typed or printed)

Title: PRESIDENT
(typed or printed)

(If **Contractor** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: Secretary
(typed or printed)

Address for giving notices:

* 1721 US HIGHWAY 52 N
ALBEMARLE, NC 28001

* PO Box 924 ALBEMARLE, NC 28002

Designated Representative:

Name: NATHANIEL J RUSSELL
(typed or printed)

Title: PRESIDENT
(typed or printed)

Address: _____

* 1721 US HIGHWAY 52 N
ALBEMARLE, NC 28001

* PO Box 924 ALBEMARLE, NC 28002

Phone: 980-581-8107

Email: nrussell@njrgruopinc.com

License No.: 77426
(where applicable)

State: NORTH CAROLINA

PERFORMANCE BOND

Bond No. 107739817

Contractor Name: NJR Group, Inc. Address (principal place of business): 1721 U.S. 52 N, Albemarle, NC 28127	Surety Name: Travelers Casualty and Surety Company of America Address (principal place of business): One Tower Square, Hartford, CT 06183
Owner Name: Rowan County, North Carolina Mailing address (principal place of business): 130 West Innes Street, Suite 31, Salisbury, NC 28144	Contract Description (name and location): MSW Landfill Phase V Construction Owner's Project No: #2023-008 Contract Price: \$10,882,888.81 Effective Date of Contract: ____ / ____ / ____
Bond Bond Amount: \$10,882,888.81 Date of Bond: ____ / ____ / ____ (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal NJR Group, Inc. (Full formal name of Contractor) By: <u>[Signature]</u> (Signature) Name: <u>NATHANIEL J RUSSELL</u> (Printed or typed) Title: <u>PRESIDENT</u> Attest: <u>[Signature]</u> (Signature) Name: <u>Karmen O Russell</u> (Printed or typed) Title: <u>Secretary</u>	Surety Travelers Casualty and Surety Company of America (Full formal name of Surety) (Corporate Seal) By: <u>[Signature]</u> (Signature) (Attach Power of Attorney) Name: <u>Angela Y. Buckner</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest: <u>[Signature]</u> (Signature) Name: <u>Jenny Snell</u> (Printed or typed) Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

- 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: [Describe modification or enter "None"]

Bond No. 107739817



Title: _____
 Address: _____
 Name: _____
 Title: _____
 Notes: (1)
 Contractor: _____

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
 - 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: [Describe modification or enter "None"]



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ANGELA Y BUCKNER** of **CHARLOTTE**, North Carolina, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is


FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



BUSINESS CORPORATION ANNUAL REPORT

10-2017

NAME OF BUSINESS CORPORATION: NJR Group, Inc.

SECRETARY OF STATE ID NUMBER: 1433048

STATE OF FORMATION: NC

REPORT FOR THE FISCAL YEAR END: 12/31/2022

Filing Office Use Only

Preview
1433048

☐ Changes

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Russell, Nathaniel

2. SIGNATURE OF THE NEW REGISTERED AGENT: _____

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY 4. REGISTERED AGENT OFFICE MAILING ADDRESS

1721 US Highway 52 N

PO BOX 924

Albemarle, NC 28001 Stanly County

Albemarle, NC 28002

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Construction

2. PRINCIPAL OFFICE PHONE NUMBER: (980) 581-8102

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS

5. PRINCIPAL OFFICE MAILING ADDRESS

1721 US Highway 52 N

PO Box 924

Albemarle, NC 28001

Albemarle, NC 28002-0924

6. Select one of the following if applicable. (Optional see instructions)

☐

The company is a veteran-owned small business

☐

The company is a service-disabled veteran-owned small business

SECTION C: OFFICERS (Enter additional officers in Section E.)

NAME: Nathaniel J Russell

NAME: Karmen O Russell

NAME: _____

TITLE: President

TITLE: Secretary

TITLE: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

1017 Belvedere Dr.

1017 Belvedere Dr

Albemarle, NC 28001

Albemarle, NC 28001

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Karmen O Russell

1/18/2022

SIGNATURE

DATE

Form must be signed by an officer listed under Section C of this form.

Karmen O Russell

Secretary

Print or Type Name of Officer

Print or Type Title of Officer

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:

DATE:

SUBJECT: Agenda Addition - Robertson Foundation Grant

ATTACHMENTS:

Description

Robertson Foundation Grant

Upload Date

2/7/2023

Type

Cover Memo

Application Summary of: Rowan County DSS/One Church One Child | Beaver, Donna

Program Name: Protecting Rowan County's Abused, Neglected, and Poverty-Stricken Children

Organization Information

Organization Information

*Organization Name: Rowan County Department of Social Services (RCDSS)/Rowan One Church One Child (ROCOC)

Mailing address:

*Street Address 1813 E Innes St

*City: Salisbury

*State: North Carolina

*Zip: 28146

*Telephone: 704-267-7996

Fax:

Web Address: www.rowancountync.gov/rococ

Application Contact Information

*Salutation: Mrs.

*Contact First Name: Donna

*Contact Last Name: Beaver

*Title: ROCOC Program Coordinator

*Telephone: 704-267-7996

*Email Address: donna.beaver@rowancountync.gov

*Is the contact person listed above also the Executive No

Organization Information	
Director?	
*Executive Director First Name:	Micah
*Executive Director Last Name:	Ennis
<hr/> <h2>Organization Status</h2> <hr/>	
*Is the organization a tax exempt charitable organization 501(c)3:	No
<u>Is your organization a:</u>	
*Government tax-exempt unit:	No
*Religious organization:	No
*Affiliated with tax-exempt organization:	No
*Accredited educational Institution:	No
*What are the current Assets of the organization?	\$65,502.02
*Does your organization conduct an audit?	Yes
*What is your most recent audit date?	6/30/2022
*What is your annual operating budget?	\$62,000
*List your income from the previous fiscal year:	\$47,794.22
*List your expenses from the previous fiscal year:	\$29,219.90

Project Request Information	
<hr/> <h2>Project Request Information</h2> <hr/>	
*Project Title:	Protecting Rowan County's Abused, Neglected, and Poverty-Stricken Children
*Grant request amount:	\$10,000.00
*Total Project Budget :	\$41,000.00
*Start date:	4/01/2023

Project Request Information

*Completion date: 12/31/2023

*Provide a brief project summary (*Max words 50*):

ROCOC provides free life essentials for families with active cases with RCDSS Children's Services Division and Work First Family Assistance (WFFA), as well as children in RCDSS custody in an effort to safely keep children in homes with birth parents, close relatives, or close friends and avoid foster care placements.

*Describe your proposal in detail: (*include objectives, background of project, demonstration of need and how funds will be used*)? (*Max words 500*)

The ROCOC Ministry began in 2006 when social workers saw that many Rowan children lacked life essential items to continue living safely in their family homes. Because of these safety issues, many children were having to move into foster care. The ROCOC Ministry was formed as a partnership between RCDSS and Rowan churches to provide life essential needs for children and their families in an effort to safely keep children in homes with their birth families, close relatives, or close family friends.

Today the ROCOC Ministry is a partnership between RCDSS and 82 Rowan churches and 2 Rowan civic organizations. The ministry provides, beds, car seats, used appliances, diapers, wipes, baby formula, clothing, underwear and socks, personal hygiene items, household goods, and other life essential items to families with active cases with RCDSS Children's Services Division and Work First Family Assistance (WFFA), as well as children in DSS custody. All items are provided to families free of charge. Because RCDSS receives inadequate funding for these resources, many children would be unable to safely stay in their homes without the ROCOC Ministry. Maintaining close connections with family members is vital to healthy outcomes for children.

Funding for the ROCOC Ministry is provided by grants and Rowan County churches and individuals. Our partners have a strong desire to protect Rowan County children. All funds, except for a very small amount spent on ROCOC Assistance Center supplies, is used to assist families. The ROCOC ledger is audited monthly by RCDSS accounting staff and once yearly by an outside organization.

When a social worker discovers a family need, a referral is sent to Donna Beaver, ROCOC Program Coordinator, with the specific request for the family. Once the request is approved by Mrs. Beaver and her supervisor, the requested item is ordered and sent directly to the family's home. Normally, no more than \$500 is spent on a family. Any spending over \$500 must be approved by the RCDSS leadership.

The ROCOC Ministry also maintains an Assistance Center at 1312 N. Main Street in Salisbury, NC. Clothing, shoes, underwear, socks, diapers, wipes, other baby items, personal hygiene items, and small household goods are kept at the center. It is fully stocked because of in-kind and financial donations from partners and grant funding. It is open to families on Mondays and Thursdays and manned by Mrs. Beaver, who is a RCDSS social worker paid by Rowan County Government, and community volunteers. With a referral from a family's social worker, the family can visit the center once every 30 days to get things they need.

With the mission of protecting Rowan County children, the Blanche and Julian Robertson Foundation funding will be used to purchase beds, car seats, dressers, used appliances, clothing, shoes, diapers, wipes, bedding, personal hygiene items, household goods, and other life essentials for Rowan

Project Request Information	
	County's abused, neglected, and/or poverty-stricken children and their families. As we work together to protect children and strengthen families, we will strengthen the community.
*What funds from other sources have been received or are under consideration for this project? List sources and amounts.	Between July 2022-December 2022, the ROCOC Ministry received \$7388.24 from our church partners, \$1000 from a First United Church of Christ grant, \$2055 from individual donations, and \$500 from organizational donations. The ministry accepted \$8000 from the Salisbury Rowan Community Foundation. ROCOC is applying for \$10,000 from the Margaret C. Woodson Foundation to be spent specifically on beds for children.
*Are you willing to make this grant application a Challenge Grant (where by no funds from The BJRFF, Inc. will be disbursed until funds are secured from other sources and approved by The BJRFF Board)? List sources and amounts.	No. Rowan County Government will not allow ROCOC to seek grants that require matching funds.
*What percentage of your annual budget is spent in Rowan County?	100%
*What percentage of your Grant project budget will be spent in Rowan County?	100%
*Will local vendors be used for the project?	Yes
*How many people do you employ?	0
*What percentage of your employees live in Rowan County?	100%
*How many people will be impacted by your project?	100
*What is a measurable result you expect to accomplish with this grant? Please be specific in your reply.	If fully funded, this grant will provide an average of \$100 worth of life essential items for 100 individuals. Life essential items may include beds, car seats, dressers, diapers and wipes, clothing, shoes, bedding and other household items, used appliances, pest control, personal hygiene items, and other life essentials. The funds will be used solely to assist children and families with active cases with RCDSS Children's Services Division or WFFA and children in DSS custody. Purchased items will be used to provide a safe home for children and their birth families, close relatives, or close family friends. Providing a safe environment for children and their families empowers families to overcome other obstacles.
*Do you have another measurable result you expect to accomplish with this grant?	Yes
*Result 2:	Funding from the Robertson Grant will provide permanency for children, allowing them to safely stay in homes with their birth families, close relatives, or close family friends and avoiding placement in foster care.
*Do you have another measurable result you expect to accomplish with this grant?	No

Project Request Information

*How do you plan to fund this project in the future? Explain your sustainability plan (*Max words 100*):

ROCOC Program Coordinator Donna Beaver, church and organization partners, Advisory Board members, and RCDSS staff are continually seeking new funding sources by investigating new grant opportunities, identifying new community partners, maintaining strong connections with current partners, and engaging individual donors.

Organization Overview

Organization Overview

*Organization mission:

ROCOC is a partnership between RCDSS and 82 Rowan churches and 2 Rowan civic organizations. The ROCOC Ministry seeks to protect children and improve the lives of abused, neglected, and/or poverty-stricken children. ROCOC provides life essential items for children and their caretakers in an effort to safely keep them in homes with birth families, close relatives, or close family friends. ROCOC seeks to strengthen Rowan County families by providing life essential needs. ROCOC seeks to break the multi-generational cycle of abuse and neglect and decrease the need for parents to seek alternative ways to relieve stress or earn income through illegal activities.

*What is the geographic service area being served, such as neighborhood, county-wide, Salisbury area, etc.? (*50 words max*)

Rowan County - county-wide

*Organization core services (*100 words max*):

The ROCOC Ministry provides life essentials (beds, car seats, dressers, used appliances, clothing and shoes, diapers and wipes, formula, other baby items, personal hygiene items, bedding and small household goods, pest control, groceries, gas) for children and families with active cases with RCDSS Children's Services Division and WFFA. The ministry also assists children in RCDSS custody. These items are provided free of charge for families who lack the funds to purchase the items.

*Address the qualifications of the organization and the person or persons who will lead this project:

The ROCOC Ministry began in Rowan County in 2006. It has grown from a small operation to a strong community force with 84 Rowan County partners. The Ministry won Best Practice Awards from the National One Church One Child Program and from the North Carolina Division of Social Services in the past.

Donna Beaver, Program Coordinator and Social Worker with RCDSS, has 19 years of experience working in all area of RCDSS. Mrs. Beaver maintains strong relationships with community partners and continues to seek out new partners. Mrs. Beaver is supported by RCDSS leadership and the ROCOC Advisory Board.

Organization Overview	
*Do you need licensing, zoning, or other regulatory approval to conduct the project?	No
*Have you received a grant from The Blanche and Julian Robertson Family Foundation in the last 3 years?	Yes
*Year:	2020
*Grant amount:	\$5,000.00
*Project:	Protection First - New Beds and Car Seats for Neglected Kids
*Add another Grant year?	Yes
*year:	2022
*Grant amount:	\$8,000.00
*Project:	Health and Safety First - Life Necessities for Rowan's Abused and Neglected Children
*Add another Grant year?	No
<hr/> <h2>Project Impact</h2> <hr/>	
*What is the main area of impact for your grant? Choose one:	Children/Youth and Families

Attachments	
<hr/> <h2>Attachments</h2> <hr/>	
<p>Please upload the following documentation in support of your application:</p>	
*Current list of Board of Directors or Board of Trustee: (Please identify Gender & Race)	Board Members beginning July 2022.pdf
*Recent 990 Form or financial report:	Tax Exempt.pdf
*IRS 501 (c) 3 or appropriate tax determination status letter:	Tax Exempt.pdf
*Project budget:	Project Budget - Robertson.pdf
*Organization's annual budget for current fiscal year, including income and expenses:	Projected Budget July 22- June 23.pdf
*Organization's annual budget for the previous year, including	Financial Statement 2021-2022.pdf

Attachments

income and expenses:

Please submit any pictures that correlate with your project: [PICS 3.pdf](#)

Certification

Certification

*Do you certify that this application has been reviewed by the organization's governing body and chief executive officer and approved for submission, all information provided is accurate to the best of your knowledge and the project and schedule as presented will be addressed: Yes

*Signature of Representative requesting grant: Donna Beaver 1/13/2023 9:54 AM

Document Title	Question	Size (KB)	Date Uploaded
Projected Budget July 22- June 23.pdf	ATAnnual budget for current fiscal year	127.89	1/09/2023 2:53 PM
Financial Statement 2021-2022.pdf	ATAnnual budget for the previous year	114.97	1/09/2023 2:53 PM
Tax Exempt.pdf	ATappropriate tax determination status	80.28	1/09/2023 2:53 PM
Board Members beginning July 2022.pdf	ATCurrent list of Board of Directors	83.58	1/09/2023 2:34 PM
PICS 3.pdf	ATPlease submit any pictures	466.35	1/09/2023 3:37 PM
Project Budget - Robertson.pdf	ATProject budget	43.73	1/10/2023 11:57 AM
Tax Exempt.pdf	ATRecent 990 Form	80.28	1/09/2023 2:53 PM

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:

DATE:

SUBJECT: Agenda Addition - Woodson Grant Application

ATTACHMENTS:

Description

Grant Application

Upload Date

2/7/2023

Type

Cover Memo

Application Summary of: Rowan County Department of Social Services/Rowan One Church One Child | Beaver, Donna

Program Name: Rowan County Department of Social Services

Applicant Summary	
Application Contact Information	
*Salutation:	Mrs.
*Contact first name:	Donna
*Contact last name:	Beaver
*Contact title:	ROCOC Program Coordinator
*Contact telephone number:	704-267-7996
*Contact email address:	donna.beaver@rowancountync.gov
*Is the contact person listed above also the executive director of the organization?	No
*Executive Director Salutation:	Mrs.
*Executive director first name:	Micah
*Executive director last name:	Ennis
Organization Information	
<p>The Foundation will conduct due diligence on all submitted applications to determine an organization's eligibility to receive grant funding. As part of this process, please follow the steps outlined below:</p> <ol style="list-style-type: none"> 1. Click on the data entry field that reads "Select", and begin typing your organization name in the box that appears. 2. As you type, the list of organizations will narrow and you can select your organization from the list. If your organization's name includes an "and" or "&", try interchanging these if you are having difficulty finding your organization. <p>• If your organization is found in the list, please select the name. The current due diligence status will appear - either Due Diligence Complete</p>	

Applicant Summary

or Requires Fiscal Sponsor.

- **If your organization does not appear**, please select **Organization Not Found** from the top of the dropdown list. A status of Due Diligence Required will appear.

Note: If you have received a grant from the Foundation in the past but do not find your name, due diligence renewal may be required. Grantees and/or their fiscal sponsors must be approved eligible organizations in Foundation For The Carolinas' database. The Foundation will begin required due diligence processes once an application is fully submitted. For internal use only, your organizations due diligence status will appear beneath your organization name.

*Organization lookup:	Rowan County Department of Social Services - [1813 E. Innes Street, Salisbury, NC, 28146] Due Diligence Approval Completed
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*Organization legal name:	Rowan County Department of Social Services
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Organization AKA or DBA name, if applicable:	Rowan One Church One Child (ROCOC)
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*Mailing address:	1813 E Innes St
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Mailing address line 2	
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*Mailing city:	Salisbury
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*Mailing state:	North Carolina
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*Mailing county:	Rowan
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*Mailing zip:	28146
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*Organization phone:	704-267-7996
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Organization web address:	www.rowancountync.gov/rococ
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*EIN (please type in the following format: XX-XXXXXXX):	56-6000336
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*Attach a copy of your organization's current Board of Directors list:	Board Members beginning July 2022.pdf
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Organization Overview

Organization Overview

*Organization mission:	ROCOC partners with Rowan County DSS (RCDSS), 82 Rowan churches, 2 Rowan civic organizations, foundations,
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Organization Overview

and citizens to enable positive change in the lives of Rowan County children who have experienced trauma due to abuse, neglect, and/or poverty. The goals of ROCOC and its partners are:

- to provide life necessities for children and their families to keep children safe, healthy, and protected in homes with birth parents, other relatives, or close family friends
- to break the multi-generational cycle of abuse/neglect/poverty
- to decrease the risk of parents seeking illegal and unhealthy ways to relieve stress or earn income.

*Organization core services: (100 word max.)

ROCOC assists families with active Child Protective Services cases, children in DSS custody, and families participating in Work First Family Assistance. ROCOC provides children, teenagers, and their families with new beds, dressers, car seats, personal hygiene items, underwear, socks, diapers and wipes, and school supplies, plus used appliances. ROCOC sometimes pays for pest control. Children, teens, and their caregivers may visit the ROCOC Assistance Center monthly to receive new or gently used clothing, shoes, school uniforms, high chairs, strollers, household items, books, toys, baby items, bedding, and towels. ALL ASSISTANCE IS FREE TO FAMILIES.

*Estimated number of volunteers for your organization (specific to your local unit, if applicable).

100

*Please provide a brief description as to how you engage volunteers to further your mission. (100 word max.)

Nine volunteers currently assist Donna Beaver at the ROCOC Assistance Center. They work on Mondays and/or Tuesdays to sort and display donations and assist families visiting the ROCOC Assistance Center. Nine community members volunteer on the ROCOC Advisory Board. The Advisory Board meets with the five DSS Advisory Board members three times yearly. They also share the mission of ROCOC with community members. Each of ROCOC's 82 community partners chooses a ROCOC Coordinator who shares the needs of ROCOC with the church/organization and coordinates church/organization projects to benefit ROCOC.

Organization Demographic Information

When submitting demographic information please be sure to fill out all fields. Enter "0" for percentage fields that do not apply to your organization, all fields should total 100%. Please respond to the questions to the best of your ability and "approximates" or estimates are acceptable.

Service Population - Use the following percentage fields to describe the overall population your organization serves by race/ethnicity:

[Click here if your organization does not collect this information on your service population:](#)

We don't collect this information on our service population

Board of Directors - Use the following percentage fields to describe the race/ethnicity composition of your organization's current Board of Directors:

Organization Overview	
*How many individuals serve on your organization's Board of Directors?	15
*Asian	0
*Black or African American	27
*Hispanic or Latino	0
*Native American/Alaskan	0
*Native Hawaiian or Other Pacific Islander	0
*White, non-Hispanic	67
*Not listed above	6
Click " Calculate " to confirm your Board of Directors percentages total 100.	100.00
Board of Directors - Use the following percentage fields to describe the gender composition of your organization's current Board of Directors:	
*Female	80
*Male	20
*Non-binary	0
*Click " Calculate " to confirm your Board of Directors percentages total 100.	100.00
*How does your organization go about building racially and culturally diverse representation within your board? Please explain. (150 word max)	Donna Beaver became ROCOC Program Coordinator January of 2021 after long-time Program Coordinator, Jon Hunter, was out of work beginning March 2020 and then retired October 2020. Due to the vacant coordinator position and the pandemic, the Advisory Board was unable to meet for approximately 1 1/2 years. In June 2022, a completely new board was voted in to begin serving July 2022. Six board members are RCDSS employees. The positions of RCDSS Director, Children's Services Program Administrator and Program Manager, Special Forces Unit Supervisor and Social Worker, and ROCOC Program Coordinator are permanent board members. The people hired for these positions always serve on the board. The remaining nine members were nominated and vetted by the previous board. The previous board worked diligently to chose a diverse board from a variety of church denominations, careers, races/ethnicities. A goal is find future board members to respresent the Hispanic community.
Leadership/Management Team - Use the following percentage fields to describe the race/ethnicity composition of your organization's current Leadership Team (<i>Executive Director, CEO, Department Lead or higher</i>):	

Organization Overview	
Click here if your organization does not have a leadership/management team:	
*How many individuals serve on your organization's leadership or management team?	4
*Asian	0
*Black or African American	25
*Hispanic or Latino	0
*Native American/Alaskan	0
*Native Hawaiian or Other Pacific Islander	0
*White, non-Hispanic	75
*Not listed above	0
Click " Calculate " to confirm your Leadership Team percentages total 100.	100.00
Leadership/Management Team - Use the following percentage fields to describe the gender composition of your organization's current leadership team:	
*Female	75
*Male	25
*Non-binary	0
*Click " Calculate " to confirm your Leadership Team gender percentages total 100.	100.00
*What is the race/ethnicity of your current or acting Executive Director, CEO or President? Select all that apply.	White
*What is the gender of your current or acting Executive Director, CEO or President?	Female
Staff - Use the following percentage fields to describe the race/ethnicity composition of your organization's current staff:	
Click here if your organization does not have staff:	
*How many individuals are employed full-time and part-time by your organization?	200
*Asian	0
*Black or African American	30.94

Organization Overview	
*Hispanic or Latino	8
*Native American/Alaskan	.06
*Native Hawaiian or Other Pacific Islander	0
*White, non-Hispanic	61
*Not listed above	0
Click " Calculate " to confirm your staff percentages total 100.	100.00
Staff - Use the following percentage fields to describe the gender composition of your organization's current staff:	
*Female	89
*Male	11
*Non-binary	0
*Click " Calculate " to confirm your staff gender percentages total 100.	100.00
<h3>Organization Financials</h3>	
*Annual operating budget:	\$62,000.00
Click here if your organization is new and does not have a budget for the current and/or previous year:	
*Please attach your organization's annual budget for the current fiscal year, including income and expenses. <u>Please DO NOT attach budgets larger than 5 pages.</u>	Projected Budget July 22- June 23.pdf
*Please attach your organization's annual budget for the previous year, including income and expenses. <u>Please DO NOT attach budgets larger than 5 pages.</u>	Financial Statement 2021-2022.pdf
*Net assets of organization (as reported on 990):	\$65,502.02
*Does your organization conduct an audit?	Yes
*What is the most recent audit date?	6/30/2022
*Detail your board's financial commitment to your organization. Please include information describing what percentage of your board members contribute annually. If the percentage is less than 100, please explain. (250 word max)	All Advisory Board members provide either in-kind donations or financial donations through their churches and directly to ROCOC. The current ROCOC financial statements are discussed at every board meeting.

Project Description	
Project Overview	
*Project title: (8 word max.)	New Beds for Kids to Insure Safe Sleeping
*Project start date:	4/01/2023
*Project end date:	12/31/2023
*Please select the primary investment area that your project will address (if needed, see list of descriptions for assistance):	Human Services
*Brief project summary: (50 word max.)	RCDSS makes safe sleeping a priority when working with families. RCDSS receives inadequate funding to insure that children have safe beds. Through this grant, beds (cribs, pack and plays, toddler beds, standard beds, and air mattresses) will be purchased for children receiving services through the Children's Services Division with RCDSS.
*Grant request amount:	\$10,000.00
Target Population and Area	
*What is the geographic service area being served, such as neighborhood, county-wide, etc.?	Rowan County
*What makes your organization unique and effective, as compared with other organizations working in your geographic area with similar populations? What is your organization doing to limit duplication or overlapping services? (200 word max.)	Presently, ROCOC is the only Rowan County agency providing life essentials for abused, neglected, and poverty-stricken children. if a duplication of services is discovered in Rowan County in the future, Donna Beaver, Program Coordinator, will reach out to the project manager to seek a partnership.
If your project was specifically designed to serve a certain population, please indicate below (Check all that apply):	
*Age group:	<input type="checkbox"/> Children - Preschool (0 - 4 yrs) <input type="checkbox"/> Children - Elementary School (5 - 10 yrs) <input type="checkbox"/> Youth - Middle School (11 - 13 yrs) <input type="checkbox"/> Youth - High School (14 - 17 yrs) <input type="checkbox"/> Young Adult/College (18 - 22 yrs) <input type="checkbox"/> Adult (23 - 59 yrs) <input type="checkbox"/> Senior (60+ yrs) <input type="checkbox"/> Not Age Specific
*Gender:	<input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> Non-binary <input type="checkbox"/> Not Gender Specific
*Race/Ethnicity:	Not Race/Ethnicity Specific
*Additional populations:	<input type="checkbox"/> Members of LGBTQ+ community or allies <input type="checkbox"/> Immigrants <input type="checkbox"/> Residents with disabilities

Project Description	
<p>If you would like to provide additional information concerning the intended audience/constituents of your project, please do so here (250 word max):</p>	<p>ROCOC serves Rowan County children and their families who have active cases with RCDSS Children's Services Division or active cases with the Work First Family Assistance Program with RCDSS. Also, ROCOC serves children in DSS custody. Children are between the ages of 0-21. RCDSS and ROCOC do not discriminate on the basis of race, color, national or ethnic origin, ancestry, religion, disability, sex or gender, gender identity and/or expression, or sexual orientation.</p>
Timeline and Expenses	
<p>*Describe your project in detail, including proposed timeline, key milestones and dates, where applicable (200 word max).</p>	<p>Grant funds will be used to purchase beds for children with active RCDSS Children's Services Division cases. When a RCDSS Social Worker finds children with unsafe sleeping arrangements, the Social Worker will send a referral to Donna Beaver, ROCOC Program Coordinator, requesting the needed beds and the reason for the request. The request is then approved by Mrs. Beaver's supervisor. Requests require further DSS leadership approval when over \$500 is to be spent on a family. After the request is approved, the beds are purchased and delivered directly to the family.</p> <p>Recently, RCDSS has seen an increase in the need for beds for children. During the time period of July 1, 2022-December 31, 2022, over \$20,000 was spent on beds for children. This represents 116 purchases of cribs, toddler beds, twin bed frames, full bed bed frames, pack and plays, air mattresses, roll-away beds, bunk bed frames, and mattresses. Approximately, 120 children were affected by these purchases.</p>
<p>Please use the budget template provided below to detail your proposed project expenses. The following are instructions to assist you with submitting your budget:</p> <ol style="list-style-type: none"> 1. Download and read the Project Budget Instructions before completing a budget template. 2. Once you have read the instructions, download the project budget template. 3. Complete the budget template as instructed. 4. Save the budget template as a PDF, no other file types will be accepted. 5. Review the PDF document, ensuring all cells and information can be read and understood. 6. Upload the completed PDF file to your application 	
<p>Click the link below to review the project budget instructions:</p>	
<p>Click the link below to download a copy of the Project Budget Template: <i>Note: Keep a copy of your proposed budget for your records. It is helpful if you need to resubmit or make changes throughout the grant program.</i></p>	
<p>*Upload completed project budget:</p>	<p>Project Budget - Woodson.pdf</p>
<p>*Total project budget:</p>	<p>\$41,000.00</p>
<p>*Detail your project expenses, specifically how grant funds will be used. (200 word max.)(<i>Note: Grants are one year in duration and grant funds cannot be used for expenses incurred prior to grant award decisions.</i>)</p>	<p>\$10,000 will be used to purchase beds and mattresses for children with active cases with RCDSS Children's Services Division and children in DSS custody, as needed. This will include twin/full beds, cribs, pack and plays, futon beds, bunk beds, and air mattresses. When RCDSS social workers observe needs among their assigned families, they will send</p>

Project Description	
	<p>a referral to Donna Beaver, ROCOC Program Coordinator, with a request for the purchase of the type and number of beds needed. Once the referral is approved by Mrs. Beaver and her supervisor, the bed will be purchased with delivery directly to the family's home. When purchase requests exceed \$500, they must be approved by RCDSS leadership. Accurate records of the number, type and cost of all beds will be kept on the ROCOC ledger. The ledger will be audited monthly by RCDSS staff and once yearly by an outside organization. The cost of each bed depends on the type of bed needed. Costs vary from month to month. Costs for 1 bed/mattress purchase may be between \$50 to \$450.</p>
Additional Project Details	
*Will participants pay to engage in the program?	No
*Do you need licensing, zoning or other regulatory approval to conduct the project?	No
*Is your organization working in partnership with one or more organizations on this project?	Yes
*Please list all community partners and describe their role in the project. (100 word max.)	<p>The ROCOC Ministry is a partnership between 80 Rowan churches and 2 Rowan civic organizations. Each partner designates a ROCOC coordinator who shares the needs of ROCOC with the congregation/organization and coordinates at least one yearly activity to support ROCOC. Most ROCOC volunteers are members of partner churches. Partners provide financial and in-kind assistance to ROCOC. A list of all partners is attached with letters from many partner churches/organizations verifying their continued partnership with ROCOC.</p>
*Please attach letters from each partner confirming their commitment and participation in this project. (Note: Letters must be uploaded as one document.)	Church Support Letters.pdf

Results Description	
*What results are you committed to achieving during the grant period? What metrics will you use to evaluate whether your project is successful? (300 words max.)	<p>The ROCOC Ministry received \$10,000 from the Woodson Foundation in 2022. Because of this funding, 110 children were assisted with 10 toddler beds, 12 twin beds, 1 full bed, 1 futon bed, 8 bunk bed sets, and 41 mattresses. Donna Beaver, ROCOC Program Coordinator, will strive to achieve similar results if awarded \$10,000 from the Woodson Foundation in 2023. Mrs. Beaver and RCDSS leadership will insure that all funds received are spent on beds for Rowan County's abused, neglected, and/or poverty-stricken children. Accurate records of all purchases will be kept. Ledgers will be audited by RCDSS accounting staff monthly and yearly by outside auditors. These safe sleeping efforts will allow children to safely remain in homes with birth parents, close relatives, or close family friends and avoid foster care placement. RCDSS social workers will continue to work with these children and their families to strengthen family ties and empower caretakers.</p>

Results Description	
*How many participants will you serve?	100
What percentage of participants do you expect to achieve the results (enter a value up to 100% include the percentage sign in your response)?	100%
Explain how you arrived at the numbers above (50 word max.):	Serving 100 participants is based on last year's results of reaching 110 children. By providing beds for these children, A safer sleeping option will be provided for 100% of these children.
*Who is leading this initiative and what are their qualifications? What factors in their leadership most predict success? (100 word max.)	Donna Beaver, ROCOC Program Coordinator since January 2021, will be leading this initiative. Mrs. Beaver has 19 years of experience working with RCDSS families. Mrs. Beaver keeps precise and accurate records of all ROCOC purchases, receipts, number of children assisted, and in-kind donations. She is supported by RCDSS leadership and the ROCOC Advisory Board. Mrs. Beaver and RCDSS leadership will insure that any money received from the Woodson Foundation will be used to purchase beds for Rowan County children.
*What have you achieved in the past three years that contributes to your organization's success? (200 word max)	In 2020, the ROCOC Ministry lacked a permanent leader and closed for most of the year during the pandemic. Mrs. Beaver became the new program coordinator in January of 2021, and the center reopened to families in mid 2021. During the time of closure, the ministry continued to assist families. Ordering needed items to be delivered to the homes of families became a top priority. This practice continued after the center reopened, keeping families from having to find transportation to pick up large items. During the closure, the ROCOC Assistance Center, housing clothing, diapers and wipes, personal hygiene items, and small household goods, was reorganized, creating a pleasant and inviting place for families to visit. The referral process (social workers referring families for assistance) was streamlined. Because of direct contact with the community, the number of ROCOC partners has increased from 79 in 2020 to 84 in 2023. In 2022, ROCOC Ministry Protocols were established. A volunteer training program was established. A new Advisory Board began service in 2022, and Advisory Board members have been spreading the word of the good work done by the ROCOC Ministry. The ROCOC ledger is continually monitored, and a strong fund balance is maintained.

Submittal Page	
Certification	
*Do you certify that the executive director and board of directors have approved submittal of this grant request?	Yes
*Do you certify that all information provided is accurate to the best of your knowledge, and the project and schedule as presented will be adhered to?	Yes

Submittal Page

*Title of representative requesting grant: ROCOC Program Coordinator

*Signature of representative requesting grant: Donna Beaver 1/13/2023 10:32 AM

To submit your application, return to your dashboard and click the "**Final Review and Submit**" button located at the upper-right corner. No additions or corrections to the application are allowed once it has been submitted.

Document Title	Question	Size (KB)	Date Uploaded
Board Members beginning July 2022.pdf	AS Attach 501c3 Board List	79.63	1/03/2023 1:34 PM
Financial Statement 2021-2022.pdf	Organizations annual budget for the previous year	114.97	1/04/2023 1:25 PM
Projected Budget July 22- June 23.pdf	Organizations current annual budget	127.35	1/04/2023 1:25 PM
Church Support Letters.pdf	Partner Letter	3025.68	1/05/2023 12:07 PM
Project Budget - Woodson.pdf	Project budget upload	43.79	1/13/2023 10:13 AM

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:

DATE:

SUBJECT: Agenda Addition - Award StRAP Grant Bid Proposal to W. Brown Construction

ATTACHMENTS:

Description	Upload Date	Type
Contract	2/7/2023	Cover Memo
RFP	2/7/2023	Cover Memo
Bid Tab	2/7/2023	Cover Memo
StRAP Agreement	2/7/2023	Cover Memo

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina (“County”) and W. Brown Construction LLC. (“Provider”).

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the “Services”) for the County as described in Section A of the attached Exhibit A (the “Contract Specifications”), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County’s expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County’s expectations, and to the County’s full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County’s satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County’s remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider’s obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County’s ability to require the Provider to satisfy those obligations in the future or the County’s ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider’s agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this

Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject

matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Sales/Use Taxes Collection and Refunds: Unless otherwise exempted by North Carolina General Statutes from payment of sales or use taxes, Provider must collect all applicable sales and use taxes due under this Agreement and comply with NCGS Chapter 105. If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

14. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

15. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

16. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

17. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

18. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

19. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

20. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: _____

Name: _____

Title: _____

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.

Provider to provide the necessary materials, labor, equipment, and supervision to perform the removal of stream debris along six (6) locations in Rowan County as explained in Exhibit B.

LOCATION	ESTIMATED QUANTITY
Third Creek (Knox)	3,700 linear feet
Sills Creek (Horton)	7,400 linear feet
Sills Creek (Hoffner)	2,000 linear feet
Kerr Creek (Horton)	1,300 linear feet
Kerr Creek (Hoffner)	3,300 linear feet
Fourth Creek (Shaver)	1,923 linear feet
TOTAL	12,648 linear feet

B. Term of the Agreement.

Provider will complete work by December 15, 2024.

C. Payment to the Provider.

Provider will provide monthly statements to the County, pending approval of finished sections per liner feet from NCDA & CS Division of Soil and Water Conservation's Inspections. Total cost shall not exceed \$313,972.00

D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. When required by law, the Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate with County listed as additional insured.

- Workers' Compensation in the amount of \$500,000 employer's liability
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage.

F. Contact Information.

THE COUNTY

AARON CHURCH,
COUNTY MANAGER
130 West Innes Street
Salisbury, NC 28144
Telephone: 704-216-8180

THE PROVIDER

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of County Finance Officer)

THE PROVIDER

BY: _____

Name: _____

Title: _____

EXHIBIT B

SCOPE OF WORK

Rowan County has been awarded grant funds through the SteamFlow Rehabilitation Assistance program. The funding is to be used for the removal and disposal of down trees, logs, and debris in and adjacent to the designated waterways with minimal disturbance. Attached you will find a map showing the location of the six areas to be cleared.

- All debris must be removed from 100-year floodplain.
- Within the project area, contractor will cut debris bank to bank, through all trees, logs, and debris impeding water flow.
- All beaver dams must be breached during high water but only upon approval.
 - Beaver activity will need to be reported, for approval, before proceeding in the removal of the dams.
- Cut debris section will be removed from the stream and hauled to a pre-determined site on the same parcel, outside of the 100-year floodplain.
- Equipment shall operate adjacent to the stream and not within the stream unless prior approval is granted. When necessary, trees can be cut for access to worksites; however, mechanized land clearing will not occur within the area at any time. Crossing a stream to gain access to the opposite bank is permissible. Crossing sites should be selected to minimize damage to the streambank and aquatic habitat.

Location(s):

- a) Third Creek off Knox Road, Cleveland, from the bridge of Knox Road 3700 linear feet east to end of Knox property.
- b) Sills Creek off Lyerly Road, Mt. Ulla, from Lyerly Road bridge northeast to White Road bridge, 7400 linear feet.
- c) Sills Creek off Lyerly Road, Mt. Ulla, from Lyerly Road bridge southwest to Hoffner property line, 2000 linear feet.
- d) Kerr Creek off of Sloan Road, Mt. Ulla, from the Sloan Road Bridge near Kerr Mill Rd northeast to the shared Hoffner property line, 1300 linear feet.
- e) Kerr Creek off of Sloan Road, Millbridge, from the Meadows property line of (d. above) near Kerr Mill Rd. northeast to the bridge at White Rd., 3300 linear feet.
- f) Fourth Creek off of NC Hwy. 70, Cleveland, near the Rowan/Iredell County line, from the northeast property corner of Rowan County GIS Parcel #261 002 (Shaver Wood Products, Inc.) upstream for approximately 1923 linear feet.

Equipment: Method of debris removal will be accomplished with appropriate hand tools/chain saws, heavy equipment including long reach excavators with thumb, and cabling/chaining. The contractor is allowed to use any heavy equipment for this project. Heavy haul truck/tandem dump truck will likely be necessary.

Access: The Contractor will ensure that permits are secured, if required, for each site and landowner permission is granted prior to start of any Work for that site. If an alternative route is obtained by a private property owner, the Contractor shall obtain written approval from the property owner. Copies of written approvals must be provided to the County before use of private owned property.

Clearing & Debris Removal: Removal of debris will be limited to vegetative and woody materials. Fallen trees and limbs within or across the cross section of the waterway and the associated debris shall be removed from the 100-year floodplain and hauled to a pre-determined site on the same parcel and piled. Trees severely undercut by stream bank erosion and trees severely leaning over the waterway at an angle greater than 30 degrees of vertical whose near-term

fall is apparent shall also be masticated on-site or removed and placed in a designated area for tub grinding. **Excavation of soil/sediment within the stream shall not be performed.**

- Unless otherwise approved by the Project Manager, trees designated for removal shall be cut as low as practical in relation to the ground surface or streambank.
- For leaning trees where the root system of the tree is not exposed, the trunk of the tree shall be cut a few feet above the ground or streambank to allow potential re-sprouting.
- For trees that are leaning or down and the root system is partially exposed (i.e.: hinged on one side) the trunk shall be cut a few feet above the ground or streambank to alleviate falling and stream blockage.
- Trees that have been “snapped” are not leaning, have a strong root structure, and pose no threat to the waterway shall be left as they are, provided the contractor does not need to remove the tree for access purposes.
- Naturally leaning trees with apparently undamaged root systems and other natural, undamaged vegetation shall remain in its natural condition and not be removed.

Removal of standing trees outside of the designated debris removal area is limited to the cutting of severely damaged trees leaning across the waterway and other trees as needed to gain access for equipment to points of waterway blockage. The approval of the Project Manager shall be obtained prior to the cutting of any “healthy” tree for equipment access. Unless otherwise marked, access for pre-approved for mechanized equipment shall be limited to one side of the waterway. Access to the waterway shall generally be perpendicular to the waterway with precautions taken to protect most producing and stream canopy trees. Dead trees that provide den habitat and are determined to pose no hazard to the waterway shall be protected.

Disturbance of the waterway bottom and banks, and equipment access areas shall be held to the minimum necessary to allow the construction equipment to remove the debris. Trees shall be felled in such a manner as to avoid damage to trees left standing or existing structures and with due regard for the safety of persons and property. Spoil berms along the stream bank may be removed for access to debris for removal, but must be replaced/reinstated before moving on to the next stream segment or blockage.

Method of debris removal and securement will minimize impact to vegetation on adjacent shorelines; all disturbed areas must be seeded and mulched within 24 hours unless otherwise indicated.

Disposal: All debris must be removed from the 100-year floodplain and hauled to a pre-determined site on the same parcel and piled. It will then be the landowners’ decision what will be done with the pile.

Environmental Requirements: Equipment shall operate adjacent to the stream and not within the stream unless prior approval is granted by the Project Manager. Crossing a stream to gain access to the opposite bank is permissible. The Construction Inspector shall select crossing sites to minimize damage to streambank and aquatic habitat. Removal operations will be controlled to minimize soil disturbance. Should an area of the waterway be encountered which is affected by beavers, the beaver dam shall be removed to its lowest point after approval from County Representative.

Equipment shall be maintained to prevent fuel, oil, and lubricant spill. Refueling, repairs, and lubrication shall be performed at safe distances from the stream. Should fuel leaks, oil leaks or hydraulic line rupture occur during construction, the Contractor's operator is required to immediately remove the equipment to a safe area and take prompt action to minimize damage and safeguard the site. The Contractor must immediately report the discharge to the North Carolina Division of Water Resources, Mooresville Regional Office at 610 East Center Avenue, Suite 301, Mooresville, NC 28115 Phone: 704-663-1699 or 1-800-858-0368, and the provisions of the North Carolina Oil Pollution and Hazardous Substances Control Act shall be followed.

The Contractor must immediately report any emergency discharge to Rowan County 9-1-1 and the Project Manager, contact information will be provided once bid has been awarded.

The Contractor shall provide tanks or barrels to be used for off-site disposal of chemical pollutants such as drained lubricating or transmission oils, greases, etc. produced as a by-product of this work. Washing, fueling, or servicing of equipment shall be avoided where spillage or wash water can enter the watercourse.

The Contractor shall be responsible for all wetlands, and erosion control issues associated with this type of project.

Revegetation: All ground surface areas denuded due to debris removal or equipment access shall be revegetated as directed by the Project Manager. Prior to revegetating, any ruts or other surface irregularities resulting from this operation shall be smoothed and the ground surface shall be returned to its original degree of uniformity as directed by the Project Manager. Some soil fill material may be required where the existing surface has been compacted to return the ground surface to its original degree of uniformity. Seeding and mulching will be done daily as the work is completed. If an area is disturbed by the Contractor or the Contractor's crew after it has been seeded and mulched the Contractor shall reseed and re-mulch the disturbed area. Seed, fertilizer, and mulch shall be uniformly applied at the following rates per 1,000 square feet:

All areas except those revegetated as along streambanks and riparian zones:

1.7 lb. Kentucky 31 Tall Fescue

12 lb. 10-20-20 Fertilizer

70 lb. Hay or Small Grain Straw Mulch


Should locality, climatic and/or ground conditions warrant, the Project Manager may alter the planting dates to an earlier or later period, seed combinations or mulch requirements shown for more favorable vegetative results.


Method of Payment: Method of payment for this project will be made for the units of work completed as confirmed by a Rowan County representative. Payment will be made per linear foot after NCDA & CS Division of Soil and Water Conservation's inspection and approval of the County. The payment shall be considered full compensation for all labor, equipment, tools, materials, seeding, mulching, mobilization, demobilization, and other items necessary and incidental to complete the work.


Rowan StRAP Project

Third Creek reaches for debris removal

Legend

 Third Creek Debris Removal Area

 Rowan StRAP (C) Knox Grain 1 Start

Rowan StRAP (C) Knox Grain 1 End 

Google Earth


1000 ft



Rowan StRAP Project

Sills Creek reaches for debris removal

Legend

 Sills Creek Debris Removal Area

Rowan StRAP (P) Chris Hoffner 2 Start

Rowan StRAP (E) Ray Horton 1 Start

Rowan StRAP (P) Chris Hoffner 2 End

Rowan StRAP (E) Ray Horton 1 End

Google Earth




1 mi

Kerr Creek, White Rd

Horton and Hoffner Properties
1300 feet and 3300 feet between
Sloan Rd and White Road

Legend


 Rowan





Fourth Creek, Hwy 70

Shaver Wood Products Property
Approx. 1923 feet of this stretch.

Legend

 Rowan

 Rowan StRAP (A) Shaver Wood Start

 Rowan Strap (A) Shaver Wood End

Elmwood Rd

3rd Creek

3rd Creek Church Rd



4000 ft

Google Earth

Statesville Blvd

70



**REQUEST FOR PROPOSAL
FOR
ROWAN COUNTY
THIRD CREEK AND SILLS CREEK
STREAMFLOW RESTORATION
2023-013**

ROWAN COUNTY

130 West Innes Street
Salisbury, NC 28144
704-216-8178

jody.farrow-bennett@rowancountync.gov

Date Issued: Tuesday, December 20, 2022

Date Due: Friday, January 27, 2023, at 10:00 AM ET

Administered By: Jody Farrow-Bennett, Purchasing Director

BIDDER INFORMATION SHEET

1. COMPANY NAME W BROWN CONSTRUCTION LLC
2. OWNER OF COMPANY William Brown
3. NUMBER OF YEARS IN BUSINESS 15
4. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS 4
5. WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARDED THE CONTRACT.

CONTACT William Brown
TELEPHONE 336-816-5262
EMAIL wbrownconst@gmail.com

6. PLEASE LIST TWO (2) REFERENCES OF BUSINESSES (NOT HOMES) FOR WHICH YOU HAVE PROVIDED THIS KIND OF SERVICES. PREFER ONE FROM A MUNICIPALITY, COUNTY GOVERNMENT OR PUBLIC AGENCY, SUCH AS SOIL AND WATER CONSERVATION.

REFERENCE NO. 1

NAME & TITLE: Garret Church owner
AGENCY: Church Energy Services
ADDRESS: 8040 LSHAW RD BOONVILLE NC 27011
TELEPHONE: 336-837-7829
NATURE OF
ASSOCIATION: SUBCONTRACT Grading & Debris Removal with them
EMAIL: _____

REFERENCE NO. 2

NAME & TITLE: Rusty Hunter
AGENCY: NRCS Yadkin County
ADDRESS: 2051 Agricultural Way Yadkinville NC 27055
TELEPHONE: 336-467-7226
NATURE OF
ASSOCIATION: I build little sheds and do Grading for NRCS
EMAIL: rhunter@yadkincounty.nc.gov

BID RESPONSE FORM

The undersigned proposes and agrees that if this bid is accepted to contract with Rowan County, North Carolina for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Bids documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of Rowan County, North Carolina for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the bid certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

LOCATION	ESTIMATED QUANTITY	UNIT PRICE/LINEAR FOOT	TOTAL PRICE
Third Creek (a)	3,700 linear feet	\$ 16.00	\$ 52,200.00
Sills Creek (b)	7,400 linear feet	\$ 16.04	\$ 118,428.00
Sills Creek (c)	1,548 linear feet	\$ 16.00	\$ 24,768.00
TOTAL	12,648 linear feet*		\$ 202,368.00

The following addenda are acknowledged: Addendum 1 dated 1-23-22

dated _____

Proposed days to Complete: 20 Days

W BROWN CONSTRUCTION LLC
COMPANY NAME

205368989
FEDERAL ID#

2353 LACE KNUIT RD EAST BEND N.C. 27018
STREET ADDRESS PO BOX CITY STATE ZIP

336-816-5262 336-961-2164
TELEPHONE # FAX #

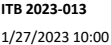
[Signature]
SIGNATURE

William Brown
SIGNATORY'S NAME (printed)

owner
SIGNATORY'S TITLE (printed)

RESPECTFULLY SUBMITTED THIS 23 DAY OF January 2022.

*Linear Feet is an estimated amount; total is subject to change due to unit price and allocated grant money awarded to the County. Details will be provided to the awarded bidder.



Vendors

Bid Opening Attendees	
Jody Farrow- Bennett	RoCo
Michelle Doyle	RoCo
Trey Winfree	Alliance Intergrated Solutions
Guest	Haul American Property Pros.

1/27/2023


Jody Farrow-Bennett, Purchasing Director



Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

July 19, 2022

Chris Sloop
Rowan County Government
2727C Old Concord Road
Salisbury, NC 28146

NOTIFICATION OF FUNDING OFFER

Dear Chris Sloop,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services - Division of Soil & Water Conservation, I am pleased to inform you that \$313,972.00 for your project, StreamFlow Rehabilitation Program (StRAP), was approved.

The original contract packet must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed. Since this is a witness contract, there are two (2) options to complete the contract. It is acceptable to have everyone sign the contract electronically or submit two (2) original signed contracts. Depending on the method you choose, please return as shown below:

Electronic Signed Contract:

Heather Reichert
Administrative Specialist
Heather.reichert@ncagr.gov

Original signatures mail:

Heather Reichert, Administrative Specialist
N.C. Department of Agriculture & Consumer Services, Division Name
1614 Mail Service Center
Raleigh, NC 27699-1614

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. All authorized representative signatures must be in blue or black ink. Please use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet. Failure to complete and return the contract packets within 60 days of this letter or the deadline of any written extension provided will result in funding cancellation for the project.

One fully-executed, an original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Heather Reichert at 919-707-3768, or feel free to send an email to heather.reichert@ncagr.gov.

I would like to take this opportunity to thank you for participating in the StreamFlow Rehabilitation Program (StRAP).

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures
cc: Heather Bruce, Grants Manager

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 • Fax (919) 715-0026
An Equal Opportunity Affirmative Action Employer



NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government State Funds)

INSTRUCTIONS: Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

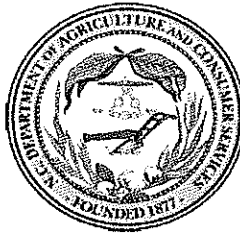
GRANTEE ORGANIZATION NAME: Rowan County Government

PROJECT TITLE/NAME: Streamflow Rehab Assistance Program

CONTRACT #: 22-080-4125

GO Entities Only Check One Box		Document Title		Department Use – Documents Attached or On File		Grants and Contracts- Documents Attached or On File	
X	Yes	No	Contractual "Check Off List for Grantee	Yes	No	Yes	No
X	Yes	No	Contract Cover (To be signed, dated & witnessed)	Yes	No	Yes	No
X	Yes	No	Attachment A – General Terms and Conditions – Government/University	Yes	No	Yes	No
X	Yes	No	Attachment B – Scope of Work (includes Timeline and Line Item Budget)	Yes	No	Yes	No
X	Yes	No	Attachment C – Certifications and Assurances Section	Yes	No	Yes	No
X	Yes	No	Attachment D – NC OpenBook Supplemental Information	Yes	No	Yes	No
X	Yes	No	Attachment E – Signature Card	Yes	No	Yes	No
	Yes	X	Attachment F – StreamFlow Assistance 50% Progress Report***	Yes	X	Yes	No
	Yes	X	Attachment G – Streamflow Rehabilitation Assistance Program (SIRAP) Quarterly Progress Report***	Yes	X	Yes	No
	Yes	X	Attachment H- Request for Payment form***	Yes	X	Yes	No
			** NC Substitute W-9 and VEP forms are already on file and won't be required to be collected with contract.				

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**



Departmental Use Only

CENTER: 2740
ACCOUNT: 536431
AMOUNT: \$313,972
TIME PERIOD: June 1, 2022-
Dec. 31, 2024

**North Carolina Department of Agriculture and Consumer Services
Division of Soil & Water Conservation**

Streamflow Rehabilitation Assistance Program-- Government

CONTRACT # 22-080-4125

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water** (the "Agency") and Rowan County Government, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6000336 and is physically located in Rowan County and is further located at 2727C Old Concord Road Salisbury, NC 28146.

The purpose of this Contract is to assist in protecting and restoring the integrity of drainage infrastructure through routine maintenance to existing streams and drainage ways. The Grantee's project title is Streamflow Rehabilitation Assistance Program. This Contract is funded by State appropriations provided through Session Law 2021-180, Senate Bill 105 Section 5.9(a)(1). Funds awarded under this Contract must be used for the purposes for which they are intended and provided in Session Law 2021-180, Senate Bill 180 Section 5.9(k)-(o).

The Grantee's fiscal year ends June 30.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work providing details on the stream debris removal and watershed structure projects and timelines (Attachment C)
4. NC Openbook Supplemental Information (Attachment D)
5. Signature Card (Attachment E)
6. Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report (Attachment F)
7. Streamflow Assistance 50% Progress Report (Attachment G)
8. Request for payment form (Attachment H)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

I. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. Effective Period:

This Contract shall be effective on **June 1, 2022**, and shall terminate on **December 31, 2024**, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. Grantee's Duties:

- The Grantee has 60 days to return the original contract from the offer letter. If more than 60 days is needed, a written explanation providing a detailed explanation for the extension need is required. The letter will also need to include a date that the contract will be signed and returned. The letter will be subject to approval. Failure to return the contract within 60 days or a written explanation will result in funding cancellation for the project.
- The Grantee shall provide the planned repairs to the named stream/drainage channels and watershed projects listed in Attachment B, Scope of Work. The Grantee shall be responsible for obtaining necessary landowner authorization for site access and all permits needed to complete the planned work.
- Grantee will need to have Fifty percent (50%) of award funds committed (i.e., encumbered) with vendors by **February 28, 2023**. If by February 28, 2023, this condition hasn't been met, the grantee's remaining unencumbered funds are subject to reversion and reallocation by the Commission.

IV. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed **\$313,972.00**. The funds are provided from State appropriations allocated through Session Law 2021-180, Senate Bill 105 Section 5.9(a)(1). By **February 28, 2023**, fifty percent (**50%**) of the award amount **\$156,986.00** should be encumbered by contracts.

☒ a. There are no matching requirements from the Grantee.

☐ b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In Kind	\$
	Cash	\$

☐ c. The Grantee's matching requirement is _____, which consists of:

	In Kind	\$
	Cash	\$

The total Contract amount with matching funds is \$ \$313,972.00

V. Conflict of Interest Policy:

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict-of-Interest Policy with the Agency prior to disbursement of funds.

VI. Statement of No Overdue Tax Debts:

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. Reporting Requirements:

- State Reporting Requirements [N.C.G.S. 143C-6-23]:
 - The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.
- Agency Reporting Requirements:
 - The Grantee shall submit quarterly progress reports, with each report due on or before the last day of January, April, July, and October, continuing until the project is complete and final project report is approved.
 - First report will be due on or before the last day of October 2022.
 - The quarterly report will be submitted using the form shown as **Attachment F- Streamflow Rehabilitation Assistance Program (StRAP) Progress Report**. This report will be used for the quarterly and final report. Each report shall include a narrative summary of the work completed each quarter and for the project to date and a summary of cash and in-kind expenditures for the quarter and total project.
 - The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.
 - Grantee shall submit a **Streamflow Assistance 50% Progress Report (Attachment G)** by **end of business hours on February 28, 2023**. The report will provide detailed information on the contracts that have been approved and executed for the project. This report requires the grantee to show 50% of contract funds being encumbered by contracts. The report needs to be submitted to the Agency contract administrator via email. The report is also subject to the review and approval of the Soil & Water Commission.
 - Grantee shall submit a Final Financial report and Final Invoice no later than 60 days after the expiration or termination of this Contract.
 - Grantee will provide award letters for any subgrant.
 - Failure to submit timely and accurate reports will delay action on submitted invoices. Repeated reporting issues can also result in further discussion with the Soil & Water Commission to determine continued participation in the program.

IX. Payment Provisions:

All Request for Payment forms should be received no more than monthly. Payment requests will be submitted using **Attachment H- StreamFlow Rehabilitation Assistance Program Project Invoice Form**, along with an appropriate certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency payment shall be

made within 30 days. All payments are subject to the availability of funds and verification that the Grantee is current on all reporting requirements.

For sites for which this contract is supplementing USDA Emergency Watershed Protection Program (EWPP) funding, completed work must also satisfy EWPP requirements prior to payment being authorized.

A portion of the funds awarded to the Grantee may be used to reimburse actual documented engineering, technical assistance, and administrative expenses for the project, excluding any salary, benefits, and operating expenses that would normally have been paid by the Grantee. Reimbursement of engineering, technical assistance, and administrative expenses shall be limited to 15% of total reimbursed expenditures.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Program Project Invoice" form. Eligible uses of income earned are:

- Expanding the project or program.
- Continuing the project or program after grant ends; or
- Supporting other projects or programs that further the broad objectives of the grant program.

This contract can be terminated prior to the original end date once the Grantee completes their final report. If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by a final invoice. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual" <https://www.osbm.nc.gov/budget/budget-manual>

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

Indirect costs are not allowable expenditures under this Contract.

X. Fraud, Waste and Abuse

Grantee, including its employees, contractors, agents, interns, or any subrecipients, shall report suspected fraud, waste and abuse activities related to any state employee, vendor or sub recipient of state funds or state resources.

There are three methods for reporting suspected fraud, waste or abuse (FWA). Grantee can report suspected FWA directly to the Agency's Audit Services Division, to any member of the Agency's management team or through the FWA reporting website below.


N.C.G.S. 143-748 permits Audit Services to treat all information as confidential. However, if an individual wishes to remain anonymous, reports can be submitted through the FWA reporting website: <https://www.ncagr.gov/internalaudit/ReportForm.htm>

XV. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract as an electronic original, each party will be provided a fully executed copy via electronic mail. It is required that each party retain a fully executed copy of this contract.

Grantee: Rowan County

09/07/2022

Signature of Authorized Representative

Date

Aaron Church

County Manager

Printed Name

Title

Witness:



09/04/2022

Signature

Date

Anna Bumgarner

Director of Finance

Printed Name

Title



North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative

Date

N. David Smith, Chief Deputy Commissioner

PUBLIC SECTOR CONTRACTS (Including Local Governments)**General Terms and Conditions****DEFINITIONS**

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

- (17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.

In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations,

and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (a) have a Contract with a governmental Agency; or
- (b) have performed under such a Contract within the past year; or
- (c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have

PUBLIC SECTOR CONTRACTS (Including Local Governments)

access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the

Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

Streamflow Rehabilitation Assistance Program Scope of Work v.1

Applicant Name:	Rowan County		
Payee Name	Rowan County	Payee Tax ID	56-6000336

STREAM DEBRIS REMOVAL Revised Scope of Work (Insert Additional Lines as Needed)

	Stream/Drainage Channel Name	Linear Feet of Channel Proposed for Repair	Description of Damage	Planned Repair and Removal from Floodplain	Number of Known Beaver Dams	Estimated Cost to Repair
A	Third Creek-Knox Farm1	3700	Woody debris removal	Removal and pile on same parcel outside floodplain	0	\$ 92,500.00
B	Sills Creek-RayHorton 1	7400	Woody debris removal	Removal and pile on same parcel outside floodplain	0	\$ 185,000.00
C	Sills Creek-Chris Hoffner2	1458.88	Woody Debris Removal	Removal and pile on same parcel outside floodplain	0	\$ 36,472.00
TOTALS:		12558.88			0	\$ 313,972.00

Project Timeline

	Time Period	Milestones
A	July - Sept 2022	Receive contract, finalize contract, and put out for bids.
B	Oct - Dec 2022	Begin work on debris removal if winning bid can begin work.
C	Jan - Mar 2023	Debris removal
D	Apr - June 2023	Debris removal
E	July - Sept 2023	Debris removal
F	Oct - Dec 2023	Debris removal
G	Jan - Mar 2024	Expect debris removal to be complete and payment requested
H	Apr - June 2024	
I	July - Sept 2024	
J	Oct-Dec 2024	

**CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT,
SUSPENSION AND DRUG-FREE WORKPLACE**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 contract, 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.
- 2) 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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. Code. 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.

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.
- d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.
- e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

- a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.
- b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and
- c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

GPS: 35° 43' 45.62" N 80° 44' 44.93" W

Knox Road, Cleveland, NC 27013

GPS: 35° 40' 09.35" N 80° 39' 11.06" W

Lentz Road, Mt. Ulla, NC 28125

GPS: 35° 39' 54.91" N 80° 39' 17.85" W

Lentz Road, Mt. Ulla, NC 28125

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

- A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L.100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

- B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

ROWAN COUNTY

Grantee Organization Name

09/07/2022

Signature of Authorized Representative

Date

AARON CHURCH

COUNTY MANAGER

Printed Name of Authorized Representative

Title

NC OpenBook Supplemental Information

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

GRANTEE INFORMATION:

Grantee Name: County of Rowan

County of Residence: Rowan

District Number *(MUST BE FILLED IN)*: 8

Tax Id Number: 56-6000336

UEI Number**: GCB7UCV96NW6

I have started the UEI process but not received a UEI number.

**Due to the SAM.gov migration from DU&Bradstreet, obtaining a UEI number has created unforeseen issues with the SAM.gov website search engines and portals. Due to the massive backlog in validation ticket issues, we are not requiring the UEI numbers at this time; however, if you have started the process, please let us know OR if you UEI number please provide it.*

Fiscal Year End: 06/30

Grantee's Website: www.rowancountync.gov

(MM/DD) Format

PROJECT INFORMATION:

Brief Description and Background/History of your Organization: Be sure to include the number of years in existence, number of employees, mission and goals of your organization. MAX CHARACTERS: 250

Rowan County was est. in 1753; appx ~1300 employees. Rowan Soil & Water Dist. Mission: To provide Rowa citizens with technical assistance and financial resources to carry out scientifically sound, sustainable practices that conserve soil & water.

Current project timeline: Begin date 08/2022

End Date 03/2024

Expected outcomes and specific deliverables: Expected outcome is intended result of your grant program. The specific deliverables are the accomplishments that will be achieved with the grant. *EXAMPLE: Funding for the Farmers Produce Box program will allow an additional 150 boxes to be created this year. This will allow approximately 37 additional families to receive these the boxes 4 times a week to help resolve their food insecurity.* MAX CHARACTERS: 300

Removal of debris from streams in Rowan County to mitigate flooding. Debris will be snagged from streams and removed from the 100 year floodplain for disposal at the landowners' discretion.

Project Location Benefit Information: (Location(s) in which funding will be spent and/or food commodities will be received.)

- ☒ Single County
- ☐ Regional**
- ☐ Mountains
- ☐ Piedmont
- ☐ Inner Coastal Plain
- ☐ Tidewater
- ☐ Statewide

**If your answer is Regional, list all Counties that are receiving benefit:

**CONTRACT & FINANCIAL DOCUMENTS**

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.

SECTION I.

Date:	8/31/2022
Legal Applicant Organization/Agency Name:	COUNTY OF ROWAN
Federal Tax Identification Number:	56-6000336

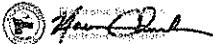


SECTION II.**Certification:**

By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)

Board Chair, Executive Director, etc.	Financial Representative, Treasurer, etc.
Print Name & Title:	Print Name & Title:
Signature:	Signature:

GOVERNMENTAL ENTITIES (Must match Contract signature)

Authorized Governmental Official	Chief Fiscal Officer
Print Name & Title: AARON CHURCH, COUNTY MANAGER	Print Name & Title: ANNA BUMGARNER, DIRECTOR OF FINANCE
Signature:  	Signature: 

Streamflow Rehabilitation Assistance Program Project Invoice Form (ver. 1, 4/2022) Attachment H

Please fill in Parts 1-7 and send, along with necessary backup, to:

Heather.Reichert@ncagr.gov

NOG NOT on SFL

Payee Organization Name

1 Project Name:

Streamflow Rehab
Project

Contract Number

Contract Expiration Date

Request No.:

Date:

Invoice #

Payment

Authorization

Tax ID #

PO Line

Payment Amount

Contract Amount:

Amount contract Funds Remaining:

\$0.00

	a	b	c	d
Activity	Contract Budget	Previously Spent from contract Budget	Total spent this invoice period from contract Budget	Total spent to date from contract Budget
2 SIRAP Contracts				\$ -
Amount Requested this Invoice				\$ -

ALL MATCHING FUNDS:

	e	f	g	h
Activity	Budgeted Match	Previously Reported Matching Funds	Total matching funds this invoice period:	Total matching funds to date:
3 Cash				\$ -
In-Kind				\$ -
Total	\$ -	\$ -	\$ -	\$ -

Progress on Stream Segments:

Segment Description (Please refer to Scope of Work) Please add rows as needed	Feet Planned for Treatment	Feet of Stream Completed this Invoice	Total Feet of Stream Completed	Beaver Dams Removed
4				
Totals	0	0	0	0

Progress on PL-566 Watershed Structure Improvement:

Planned Improvement (Please refer to Scope of Work) Please add rows as needed	Description of Completed Action			Extent of Completed Action (e.g., cu. yd. of sediment removed)
5				
Totals	0	0	0	

Administration/Technical Assistance (Not to exceed 15% of total expended contract funds, not including matching funds)

Admin allowed (15% max):	Admin Previously Invoiced :	Total Admin this Invoice	Total Admin Invoiced to Date
\$ -			\$ -
Detailed Admin Expenses Claimed this Invoice (Must be related to implementation, Salary/Benefits for existing salaried staff not eligible, without prior written approval, Must attach supporting documentation) Please add rows as needed	Salary/Benefits	Equipment	Supplies
			Total
			\$ -
			\$ -

7 Submitted by: _____
 Title _____
 Signature: _____
 E-mail Address: _____
 Telephone Number: _____

DSWC Project Inspection Certification

I certify that I have inspected the work completed and reported on the progress report and recommend approval of payment for this invoice.

Signature of DSWC or NRCS certifying official

Date

Please direct questions about this form to Heather Reichert, at (919)707-3768 or Heather.Reichert@ncagr.gov.

Under no circumstances should an individual attempt to personally conduct investigations or interviews /interrogations related to any suspected FWA act.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct.

It is the Agency's policy that employees/contractors/sub recipients/interns will not suffer retaliation or harassment for reporting in good faith any FWA concerns. The Agency encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be unsubstantiated.

XI. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Heather Reichert 1614 Mail Service Center Raleigh, NC 27699-1614 Telephone: 919-707-3768 Email: heather.reichert@ncagr.gov Grants & Contracts General Email: agr.grants@ncagr.gov	Heather Reichert Division of Soil & Water Conservation 216 West Jones Street Raleigh, NC 27603

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Ann Kitalong-Will Director, Grants Admin/Gov't Relations 130 W. Innes Street Salisbury, NC 28144 P: 980-565-5159 E: ann.kitalong-will@rowancountync.gov	Chris Sloop Rowan County Government 2727C Old Concord Road Salisbury, NC 28146 704-216-8999 chris.sloop@rowancountync.gov

XII. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State, and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XIII. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- Will implement or already have implemented adequate internal controls over disbursements.
- Pre-audit all invoices presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
- Legality of disbursement
- Assure adequate control of signature stamps/plates.
- Assure adequate control of negotiable instruments; and
- Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XI. Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XIV. N.C.G.S. § 133-32 and Executive Order 24:

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

(This space is internally left blank)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:

DATE:

SUBJECT: Agenda Addition - Approval to Execute Scope of Work for Directed Grant for RCCC

ATTACHMENTS:

Description

Scope of Work

Upload Date

2/7/2023

Type

Cover Memo

Appendix A

Scope of Work, Sub-Grants, and Annual Budget

As part of this grant agreement, you are required to provide a description of how you will spend the grant funds in compliance with the specific purpose as stated in the Appropriations Act ("Scope of Work"). You are also required to submit information related to any potential sub-grants and a budget for the grant funds. Please attach additional sheets as necessary.

1. Organization:

2. Grant ID:

**3. Scope of Work,
Objectives, Results,
Performance Measures:**

Recipient shall detail below how the organization will spend the grant funds in compliance with the specific purpose(s) as stated in the Appropriations Act. The description should include objectives to be achieved, expected results and performance measures. The description should also include anticipated timing of those objectives, expected results and any services provided.

Objective(s):

Expected
Results:

Performance
Measure(s):

4. Sub-grants:			
a. Does the Recipient anticipate that it will sub-grant or pass down any funds to another organization?		Yes	No
If yes, answer the following:			
b. Name of Sub-recipient	c. Program Name	d. Amount to Sub-recipient	

5. Budget:

Below are general expenditure descriptions that can serve as a **guide** for preparing the organization's budget related to the grant award. Please provide a breakdown of estimated expenses for each category below or as an attachment.

The following budget is for the time period beginning (_____) and ending (_____).

EXPENDITURE DESCRIPTION

AMOUNT

Employee Expenses (e.g. program related staffing).

Services and Contract Expenses (e.g. utilities, telephone, data, lease related expenses)

Goods (e.g. supplies and equipment) **Expenses**

Administration Expenses (e.g. overhead & project management)

Other Expenses (e.g. related charges not assigned above and described by recipient)

Total Beginning Balance of the Project Fund

Provide a breakdown of estimated expenses for each category below or as an attachment.

Please note, you will sign off on this appendix as part of executing the Grant Agreement (Contract).

Printed Name

Title

Signature

Date

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Micah Ennis, Director
DATE: January 17, 2023
SUBJECT: Department of Social Services Annual Report

The DSS Annual Report from Fiscal Year 2022 provides an overview of the services our Department provides as well as details of our expenditures. Please let me know if I can answer any questions.

ATTACHMENTS:

Description	Upload Date	Type
DSS Annual Report FY2022	1/17/2023	Backup Material

2021-2022 ANNUAL REPORT



Be an original.

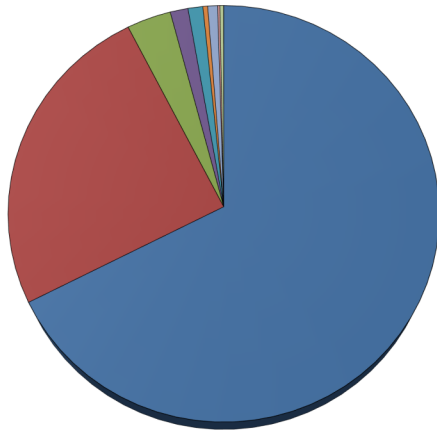
OUR MISSION

We partner with our community, strengthening the quality of life for our citizens by protecting individuals, families and those who are economically vulnerable while being accountable and outcome focused.

OUR VISION

We Provide, Protect, and Serve with Excellence.

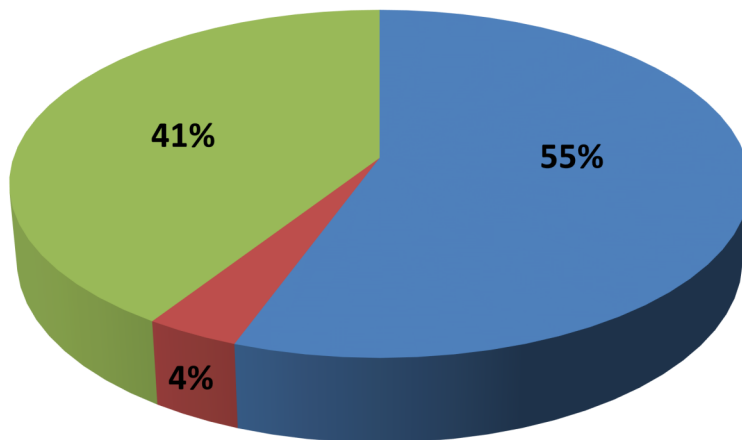
TOTAL AMOUNT OF BENEFITS ISSUED



Total \$282,532,729

MEDICAID	\$190,783,777
FOOD AND NUTRITION	\$70,404,382
CHILD SUPPORT COLLECTIONS	\$9,676,998
DAY CARE (ADULT AND CHILD)	\$3,895,265
FOSTER CARE/ADOPTION ASSISTANCE/LINKS	\$3,251,538
SPECIAL ASSISTANCE AND IN HOME AIDE	\$1,037,200
ENERGY AND CRISIS	\$2,139,457
WORK FIRST	\$499,302
MEDICAID TRANSPORTATION	\$810,891
COMMUNITY SPONSORED PROGRAMS	\$33,919

COSTS FOR ADMINISTERING PROGRAMS



TOTAL \$19,038,025

Federal	\$10,573,293
State	\$685,467
County	\$7,779,265

***all data unduplicated unless otherwise specified**

CHILDREN'S SERVICES

CHILD PROTECTIVE SERVICES (CPS)

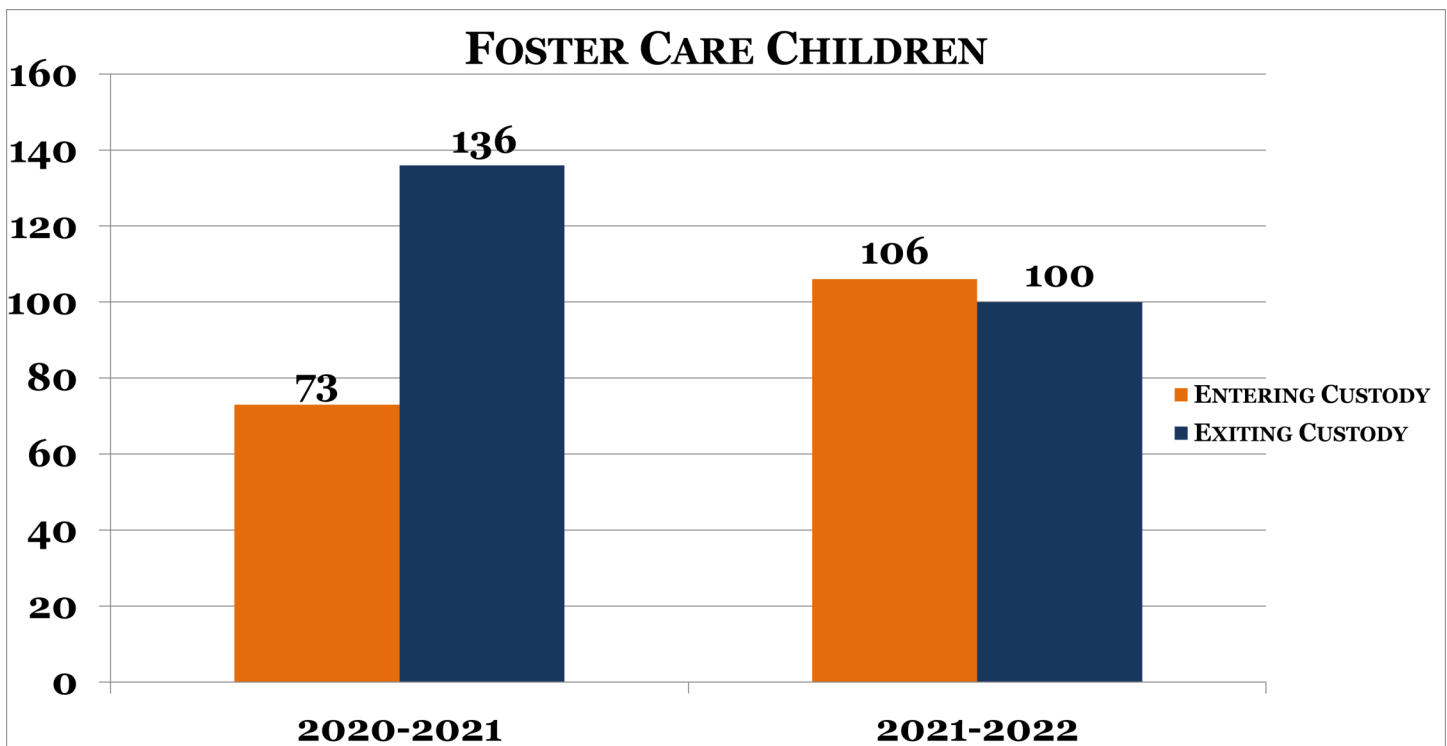
CPS is responsible for receiving, screening, assessing reports of alleged abuse/neglect/dependency.

- received 2,588 reports of abuse, neglect or dependency
- accepted and assessed 1,773 reports
- average of 65 children per month received in-home (mandatory) services

FOSTER CARE SERVICES

Foster care is a temporary living arrangement for children whom the courts have deemed in need of protection from abuse or neglect by a caretaker. Foster Care services must be provided to any child for whom the court has ordered a DSS legal responsibility and a child is placed in a licensed foster home, relative placement, or licensed facility.

- 40 licensed foster homes in Rowan County
- 270 children were served in fiscal year 2022 with an average of 169 children in care each month
- total expenditure for the year was \$1,829,252 with \$616,257 paid to Rowan County providers



ADOPTION PROGRAM

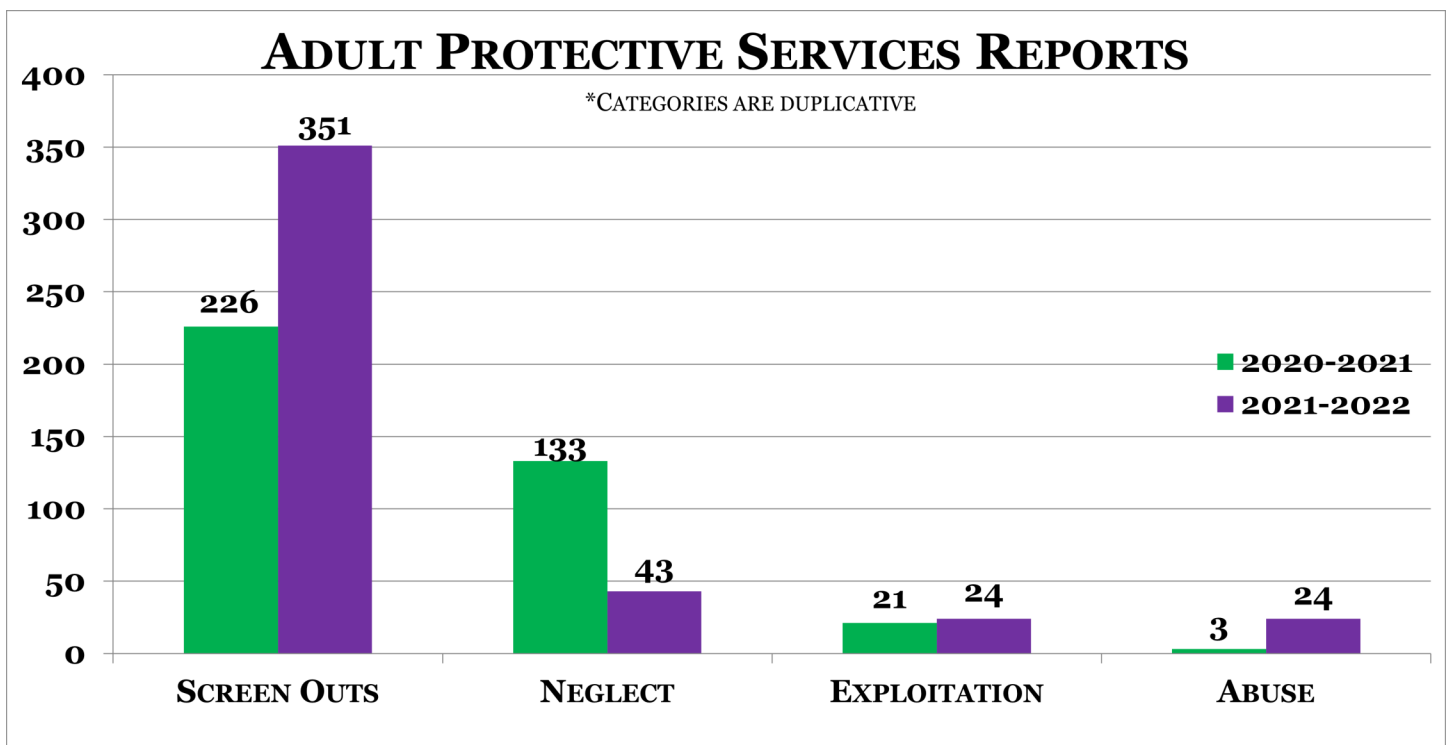
Adoption Services connects families interested in adoption with children in need of a permanent home.

- 23 children were adopted from DSS custody
- 5 step-parent / relative / independent adoption studies were completed

ADULT SERVICES

The Division of Aging and Adult Services works to promote the independence and enhance the dignity of North Carolina's older adults, persons with disabilities and their families through a community-based system of opportunities, services, benefits and protections.

- received 442 reports of abuse, neglect or exploitation of adults
- 139 reports were accepted and evaluated for the year
- 189 adults were served via Preventive Outreach
- Director is Guardian of Person for 73 clients
- 14 Adult Care Home Providers in Rowan County served up to 609 residents
- served an average of 10 adults per month on Special Assistance In-Home
- served an average of 52 adults per month with In-Home Aide services
- served an average of 11 adults per month with Adult Day Care services.



CHILD SUPPORT

Title IV-D of the Social Security Act of 1974 created child support programs in the states. The NC Child Support Services program was established to ensure that both parents will be responsible for financial support of their children according to their abilities. Child support amounts are court-ordered and based upon the NC Child Support Guidelines, children's needs and parental incomes. NC Child Support Services in Raleigh receives, accounts for and distributes child support payments to custodial parties.

Rowan County Child Support:

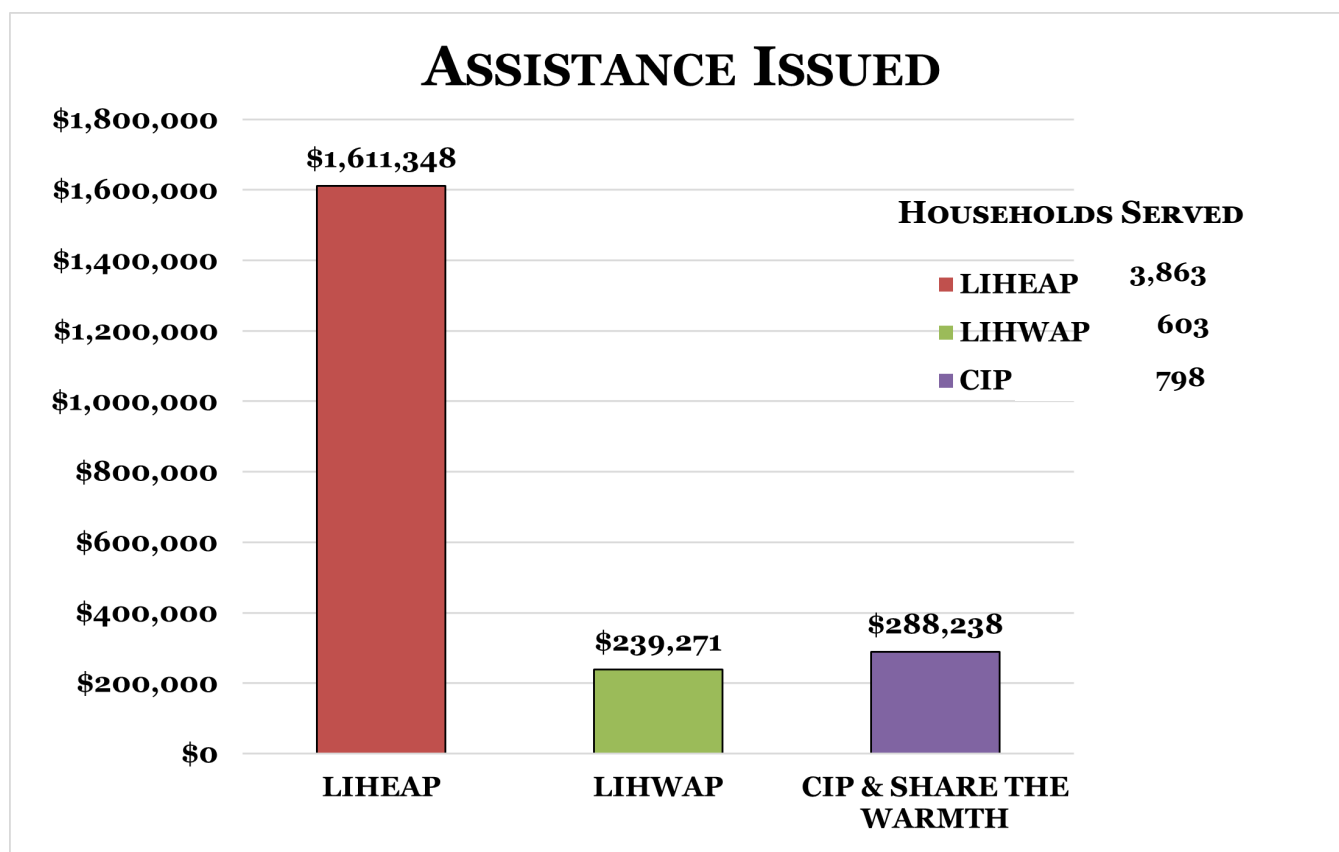
- collected \$9,676,998 for children in fiscal year 2022;
- established paternity for 44 children;
- administered 5,438 cases ongoing;
- established or modified at least 386 child support orders, and
- referred about 15% of cases under management to court for judicial enforcement.

ECONOMIC SERVICES

HEATING/COOLING ASSISTANCE

The Economic Services Division serves as the county's safety net for the economic wellbeing for the county's most vulnerable citizens by offering an array of benefits to enable our citizens to meet their basic survival needs.

- Low Income Household Energy Assistance Program (LIHEAP)
- Low Income Household Water Assistance Program (LIHWAP)
- Crisis Intervention Program (CIP)
- Share the Warmth Program



WORK FIRST

Work First is North Carolina's plan to help families avoid or reduce the need for public assistance, become self-sufficient and move into jobs. Work First is built upon the belief that all people have a responsibility to their families and community to work and provide for their children.

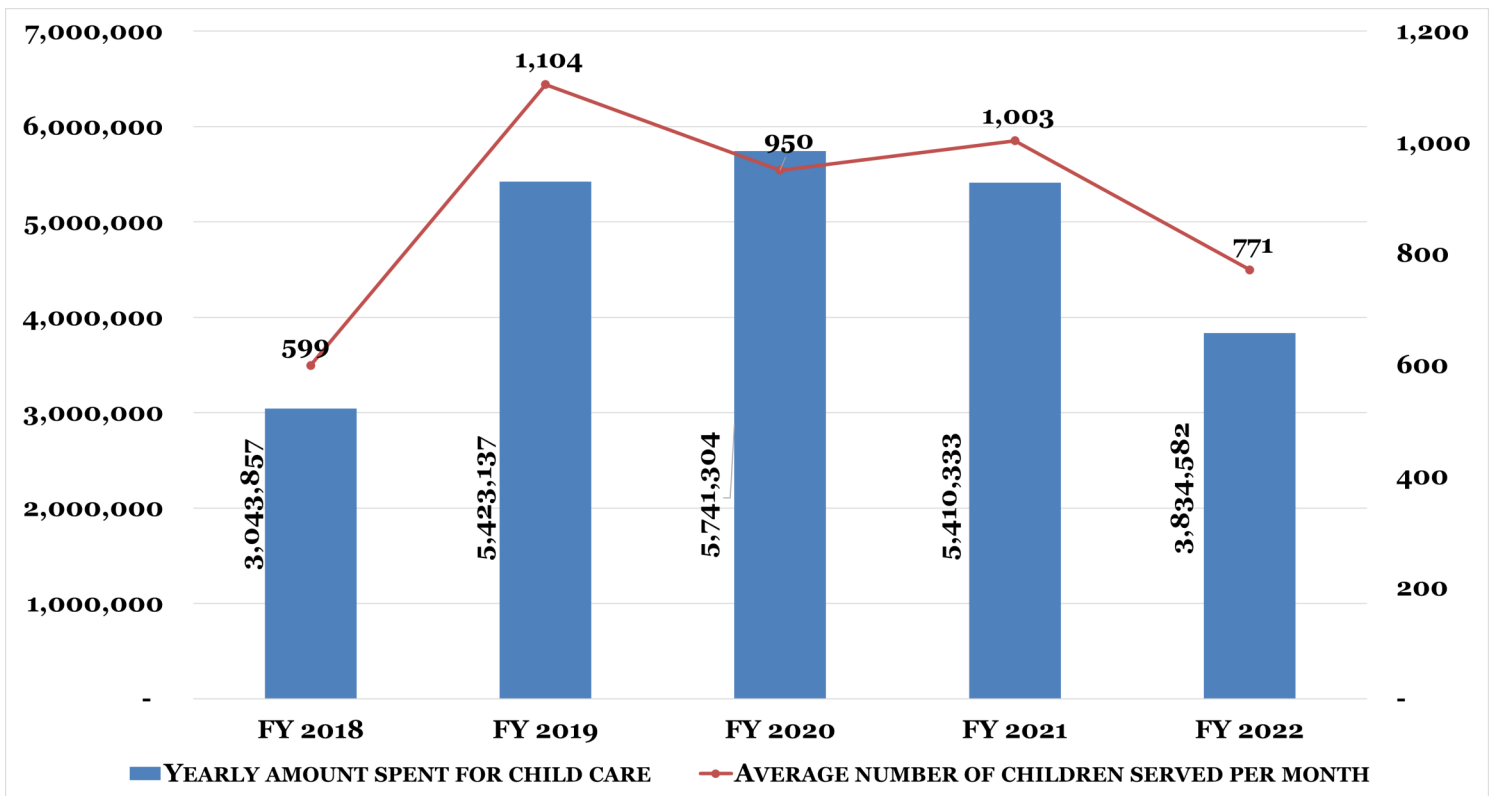
- average of 9 new applications per month
- served an average of 154 families per month
- average monthly payment was \$270
- total expenditure for the year was \$499,302
- provided Work First Emergency Assistance helping 1 family with shelter and utilities, totaling \$600
- \$600 was paid to assist clients in finding and keeping employment

ECONOMIC SERVICES CONTINUED

CHILD CARE

Day Care Assistance is a child care subsidy program for families who need help paying day care costs for their children from birth through 12 years old while they work or attend school. The Day Care Assistance program has limited funding, and children may be placed on a waiting list if funding is not currently available.

- 36 child care providers in Rowan County received subsidy



Child Care Program Impact

A Subsidized Child Care Social Worker struck up a conversation with a cashier at a local store. She discovered that the cashier is a grandmother providing child care for her grandchildren on her days off so that her daughter can look for employment. This grandmother is exhausted. The social worker explained how subsidized child care works and returned to the store later with an application for the child care program. Taking 10 minutes to assist a community member in need can make a world of difference.

FOOD AND NUTRITION SERVICES

The Food and Nutrition Services Program is designed to promote the general welfare and to safeguard the health and well-being of the nation's population by raising the levels of nutrition among low-income households.

- \$70,404,382 was issued to an average of 11,700 households per month in fiscal year 2022.
- New applications averaged 699 per month.

ECONOMIC SERVICES CONTINUED

MEDICAID

A program to assist eligible aged, disabled, blind, individuals, pregnant women, families and/or children with the cost of medical care.

- Medicaid serves low-income parents, children, seniors and people with disabilities.
- An average of 43,208 recipients per month were authorized for Medicaid in fiscal year 2022.
- New applications averaged 315 per month.

MEDICAID ELIGIBILITY CATEGORIES

Aged, Disabled & Blind	\$142,708,326
Family & Children	\$40,691,066
Medicare Qualified	\$2,441,582
NC Health Choice	\$2,760,426
State Foster Home Children	\$536,042
Undocumented Immigrants	\$1,435,156
Documented Immigrants	\$220,310
Refugees	\$0
Claims Adjustments	-\$9,131
Total Medicaid Provided	\$190,783,777

MEDICAID TRANSPORTATION

Service provided by Rowan Transit System and taxi cab companies to Medicaid beneficiaries who need assistance in accessing transportation to and from medical appointments.

- \$810,891 was paid to vendors and family members
- 23,850 trips were provided serving an average of 163 recipients per month

COMMUNITY SPONSORED PROGRAMS

- \$33,919 in contributions from the community was used for the One Church One Child program.

TOTAL AGENCY IMPACT

69,415 individuals were served through public assistance.

ROWAN COUNTY DEPARTMENT OF SOCIAL SERVICES OUTCOMES

ADULT PROTECTIVE SERVICES

- We provided protective services to 24 adults who were found to be abused, neglected, or exploited.
- In Adult Day Care and In Home Aide combined, 73 adults were served to remain safely in their own homes as long as possible or to allow their caregivers to work or have respite.

CHILD PROTECTIVE SERVICES

- Children in 101 cases received In-Home Family Services to ensure protection.
- Risk was reduced in 18 cases because of In-Home Family Services interventions.
- We filed 72 petitions to protect approximately 100 children from abuse, neglect, and/or dependency.
- 64 children were reunified with their parents or other family members/kin after receiving permanency planning services.

Child Protective Services Impact

A young adult who had been in foster care in the past found herself in an unsafe situation and in need of help for herself and her unborn child. She specifically sought out services at Rowan County DSS and is now on track to finish her education, learn independent living skills and start her child's life in a safe, nurturing environment. Reaching out to us is a testament to the compassionate care she received earlier in her life. We are thankful for our team members who invest so much in those who are counting on us!

Fiscal Impact

The Department of Social Services spent 78% of our budgeted expenditures and received 86% of our revenues. We used 64% of the budgeted county funds. Remaining county funds at the fiscal year-end were \$3,601,326. This amount was returned to the county for the General Fund.



<http://www.rowancountync.gov>

It is the policy of NC Department of Health and Human Services to provide services, care, benefits, and assistance to all qualified persons without regard to race, color, national origin, sex, religion, age, disability, or political beliefs.

50 copies were made with a cost of \$0.09 per copy

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Sarah Pack, Clerk to the Board
DATE: 2/6/23
SUBJECT: Board Appointments

Please see the attached Board Appointments.

ATTACHMENTS:

Description	Upload Date	Type
Board Appointments	1/31/2023	Cover Memo
Applications	1/31/2023	Cover Memo
Vacancy Report	1/31/2023	Cover Memo

MONTHLY BOARD APPOINTMENTS
February 6, 2023
COMMISSIONERS MEETING

BOSTIAN HEIGHTS VFD FIRE COMMISSIONERS

Ronald-Christopher Barger applied for an At Large seat that became available on February 1, 2023. If appointed, his term would end on January 31, 2025.

ROWAN-IREDELL VFD COMMISSIONERS

Linda Watts and Carla Pence applied for two of three At Large seats that will become available on March 1, 2023. If appointed, their respective terms will end on February 28, 2025.

WEST ROWAN VFD FIRE COMMISSIONERS

Larry Graham applied for an At Large seat that became available on January 1, 2023. If appointed, his term would end on December 31, 2024.

(Note: There are approximately 48 vacancies on various boards. 14 of those vacancies are on the Adult Care Home Advisory Committee)

Applications for Boards Without Vacancies

ABC BOARD

Crystal Ryerson, Dennis Rogers, and Timothy Witkowski submitted applications; however, there are no current vacancies. The next vacancy will be July 1, 2023.

AGRICULTURAL ADVISORY BOARD

Michael Shepherd submitted an application; however, there are no current vacancies. The next vacancy will be June 1, 2023.

AIRPORT ADVISORY BOARD

John Denny, Garry Perry, and Jeffrey Matthews submitted applications; however, there are no current vacancies. The next vacancy will be July 1, 2023.

HEALTH BOARD

Mary Ponds submitted an application; however, there are no current vacancies. The next vacancy will be January 1, 2024.

ROWAN ECONOMIC DEVELOPMENT COUNCIL

Jerome Davis, Haylee Shuping, and Jody Taylor submitted applications; however, there are no current vacancies. The next vacancy will be January 1, 2024.

ROWAN-CABARRUS COMMUNITY COLLEGE BOARD OF TRUSTEES

Council Weddington submitted an application; however, there are no current vacancies. The next vacancy will be July 1, 2023.

SALISBURY-ROWAN COMMUNITY ACTION AGENCY

Council Weddington submitted an application; however, there are no current vacancies. The next vacancy will be July 1, 2024.

Bostian Heights Volunteer Fire Department Fire Commissioners

Rowan County | Generated 1/31/2023 @ 3:05:48 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Mr Ronald-Christopher Warren Barger	1/16/2023	239 Carter Hill Rd Rockwell, NC 28138 Resident: Yes Ward/District: Bostian Heights Fire	Phone: 704-284-3802 Cell Phone: 704-284-3802 Email: rcwbarger@yahoo.com	Validated

Mr Ronald-Christopher Warren Barger

Rowan County | Generated 1/31/2023 @ 10:05 am by OnBoard2 - Powered by ClerkBase

Status		Board	Vacancies	Status
Name	Mr Ronald-Christopher Warren Barger	Bostian Heights Volunteer Fire Department Fire Commissioners	0	<div>Pending</div>
Application Date	1/16/2023			
Expiration Date	1/16/2025			
Board Member	Ronald-Christopher Warren Barger			
Status	<div>Validated</div>			

Basic Information

Name
Mr Ronald-Christopher Warren Barger

Business/Civic Experience and why you feel you are qualified for this appointment:
Project Manager/Estimator/Area Manager with 25+ years of experience managing and/or overseeing budgets for government construction contracts with increasing responsibilities. Current volunteer leadership experience working in local church, and past volunteer leadership experience with past organizations. I was a former member and student leader of Explorer Post 100 with Rowan County Emergency Services (911 Communications (Fire/Rescue/EMS and EMS ridealong) ~1990-1995 so I'm familiar with how various emergency services operate and interact in Rowan County.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Request for Waiver of Term Limits
No

Contact Information

Address
239 Carter Hill Rd
Rockwell, NC 28138

Resident
Yes

Ward/District
Bostian Heights Fire

Phone
704-284-3802

Cell Phone
704-284-3802

Email
rcwbarger@yahoo.com

Occupation

Employer
Reeves Construction Co.

Occupation
Sr. Project Manager

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

RONALD C.W. BARGER

239 Carter Hill Rd., Rockwell, NC 28138 · (704)284-3802
rcwbarger@yahoo.com · www.linkedin.com/in/ron-barger-034a1233

EXPERIENCE

2020-PRESENT

SR. PROJECT MANAGER

REEVES CONSTRUCTION CO. – BLACKSBURG, SC (A COLAS GROUP COMPANY)

Oversee design and construction of design-build projects, develop, and implement project schedules, manage project budgets, job costing, estimates at completion, revenue forecasting. Oversee project staff, coordinate contract development, project buy-out, monitoring project progress, safety, quality, and maintain client relationships. Negotiate change orders with clients. Coordinate with other internal and external shareholders as necessary and/or required.

2017-2020

MANAGER OF ESTIMATES

REEVES CONSTRUCTION CO. – BLACKSBURG, SC (A COLAS GROUP COMPANY)

Responsible for management and oversight of estimating and pursuits for bridge division in North Carolina, South Carolina, and Georgia. Monitoring bid opportunities and maintaining a list of potential project targets. Overseeing bidding software and systems to ensure required information is up to date and properly implemented. Overseeing estimators and coordinating with other departments to make sure all disciplines are covered for bid estimates. Ensuring compliance with client regulations and specifications. Ensuring estimates are complete and costs and productions are reasonable and comprehensive for bid-build and design-build pursuits. Working with regional staff to develop and pursue design-build capabilities. Oversee contract execution and conform project budgets. Conduct project handoffs, conform and push project budgets from bidding software to accounting software.

2011-2016

AREA MANAGER

HRI, INC./HRI BRIDGE CORP. – BIRMINGHAM, AL (A COLAS GROUP COMPANY)

Research and input related to establishment of new area office including location selection, implementation and development of area strategy, business licensing, area budgets, and establishment of new client and business partner relationships. Daily Profit/Loss responsibilities for new area office including responsibility for budgeting, personnel selection and development, budget forecasting, identifying and oversight area projects from pre-construction through post-construction.

2003-2011

PROJECT MANAGER

SLOAN CONSTRUCTION CO. (EASTERN BRIDGE CO.) – BLACKSBURG, SC (A COLAS GROUP COMPANY)

Responsibilities including overall responsibility of day-to-day project operations including planning, implementation, hiring and managing project staff, cost monitoring and reporting, budgets and estimates at completion, negotiating change orders, project schedules, purchasing, etc. of multiple multi-million-dollar construction projects.

2002-2003

ASSISTANT PROJECT MANAGER

BLYTHE CONSTRUCTION, INC. – RALEIGH, NC

Assist Project Manager with scheduling projects, correspondence, and documentation with client representatives, drafting subcontracts and purchase orders, monitoring job costs, developing project budgets, performing estimate at completion cost reports, contract management, monitoring field progress and reporting for accuracy, timeliness, and compliance.

2000-2002

PROJECT ENGINEER

BLYTHE CONSTRUCTION, INC. – RALEIGH, NC

Assist Project Managers and Superintendents with daily and weekly quantities and costs, ordering and procuring construction materials, managing subcontractors, field construction layout and other duties as assigned.

1998-2000

STUDENT ENGINEER

BLYTHE CONSTRUCTION, INC. – CHARLOTTE, NC

Multiple Cooperative Education Rotations and Part-Time position. Assist project managers and superintendents with various office and field tasks.

EDUCATION

MAY 2010

PROFESSIONAL MASTERS OF BUSINESS ADMINISTRATION, QUEENS UNIVERSITY

MAY 2000

PROFESSIONAL MASTERS OF BUSINESS ADMINISTRATION, QUEENS UNIVERSITY

ORGANIZATIONS

- Past Deacon
- Charity Church – Nursery Age Team Leader
- Charity Church – Charity Kids Circle Leader (1st-3rd Grade Boys)
- Charity Church – Charity Students Small Group Leader (6th Grade Guys)

Rowan-Iredell Volunteer Fire Department Fire Commissioners

Rowan County | Generated 1/31/2023 @ 3:05:50 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
carla pence	1/24/2023	4455 chenault rd cleveland, NC 27013 Resident: Yes	Phone: 7047984511 Email: rowanpences@yahoo.com	<div>Validated</div>
LINDA FRALEY WATTS	1/24/2023	15770 COOL SPRINGS RD CLEVELAND, NC 27013 Resident: Yes Ward/District: ROWAN IREDELL FIRE DISTRICT	Phone: 7042782435 Cell Phone: 7048805855 Email: elltan@att.net	<div>Validated</div>

carla pence

Rowan County | Generated 1/31/2023 @ 10:05 am by OnBoard2 - Powered by ClerkBase

Status

Name carla pence
Application Date 1/24/2023
Expiration Date 1/24/2025
Board Member [Carla Pence](#)
Status Validated

Board	Vacancies	Status
Rowan-Iredell Volunteer Fire Department Fire Commissioners	0	Pending

Basic Information

Name
carla pence

Business/Civic Experience and why you feel you are qualified for this appointment:
medical director at several nursing facilities, served on multiple medical and church committees that review documents and make plans to improve quality. able to work well with a variety of people

Have you ever been convicted of a felony?
no

County of Residence
rowan

Contact Information

Address
4455 chenault rd
cleveland, NC 27013

Resident
Yes

Ward/District

Phone
[7047984511](#)

Email
rowanpences@yahoo.com

Occupation

Occupation
internal medicine physician

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Female

LINDA FRALEY WATTS

Rowan County | Generated 1/31/2023 @ 10:05 am by OnBoard2 - Powered by ClerkBase

Status

Name	LINDA FRALEY WATTS
Application Date	1/24/2023
Expiration Date	1/24/2025
Board Member	Linda Watts
Status	Validated

Board	Vacancies	Status
Rowan-Iredell Volunteer Fire Department Fire Commissioners	0	Pending

Basic Information

Name	LINDA FRALEY WATTS
Business/Civic Experience and why you feel you are qualified for this appointment:	I FEEL THAT THERE IS NOT ENOUGH DONE TO HELP THE FIREMEN AND FIRE DEPARTMENTS IN OUR AREA. I WOULD HOPE THAT MY SUPPORT COULD HELP IN SOME WAY.
Have you ever been convicted of a felony?	NO
County of Residence	ROWAN

Contact Information

Address	15770 COOL SPRINGS RD CLEVELAND, NC 27013
Resident	Yes
Ward/District	ROWAN IREDELL FIRE DISTRICT
Phone	7042782435
Cell Phone	7048805855
Email	elltan@att.net

Occupation

Employer	MOOSE, MARTIN, HAYNES & LUNDY, PA
Occupation	ACCOUNTANT

Other Questions

Question #4

Are you a Rowan County Government employee?	No
---	----

Gender

What is your gender?	Female
----------------------	--------

West Rowan Volunteer Fire Department Fire Commissioners

Rowan County | Generated 1/31/2023 @ 3:05:54 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Larry Graham	1/16/2023	10265 Caldwell Road Mount Ulla, NC 28125 Resident: Yes	Phone: 7044312075 Email: lgraham28125@gmail.com	Validated

Larry Graham

Rowan County | Generated 1/31/2023 @ 10:05 am by OnBoard2 - Powered by ClerkBase

Status

Name Larry Graham
Application Date 1/16/2023
Expiration Date 1/16/2025
Board Member [Larry Graham](#)
Status Validated

Board	Vacancies	Status
West Rowan Volunteer Fire Department Fire Commissioners	1	Pending

Basic Information

Name
Larry Graham
Have you ever been convicted of a felony?
No
County of Residence
Rowan

Contact Information

Address
10265 Caldwell Road
Mount Ulla, NC 28125
Resident
Yes
Ward/District
Phone
[7044312075](#)
Email
lgraham28125@gmail.com

Occupation

Employer
Retired
Occupation
Farmer

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Board Name	Number of Seats	Position	Appointed By	Term Length	Calculated Start Date	Calculated End Date
Adult Care Home Advisory Committee	17	At Large	County Commissioners	3 years	7/1/2021	6/30/2024
Adult Care Home Advisory Committee	17	At Large	County Commissioners	1 year	5/1/2022	4/30/2023
Adult Care Home Advisory Committee	17	At Large	County Commissioners	3 years	3/1/2022	2/28/2025
Adult Care Home Advisory Committee	17	At Large	County Commissioners	1 year	5/6/2022	5/5/2023
Adult Care Home Advisory Committee	17	At Large	County Commissioners	1 year	5/6/2022	5/5/2023
Adult Care Home Advisory Committee	17	At Large	County Commissioners	1 year	5/6/2022	5/5/2023
Adult Care Home Advisory Committee	17	At Large	County Commissioners	1 year	5/6/2022	5/5/2023
Adult Care Home Advisory Committee	17	At Large	County Commissioners	1 year	5/6/2022	5/5/2023
Adult Care Home Advisory Committee	17	At Large	County Commissioners	1 year	5/6/2022	5/5/2023
Adult Care Home Advisory Committee	17	At Large	County Commissioners	1 year	5/6/2022	5/5/2023
Adult Care Home Advisory Committee	17	At Large	County Commissioners	1 year	5/6/2022	5/5/2023
Adult Care Home Advisory Committee	17	At Large	County Commissioners	1 year	5/6/2022	5/5/2023
Adult Care Home Advisory Committee	17	At Large	County Commissioners	1 year	5/6/2022	5/5/2023
Adult Care Home Advisory Committee	17	At Large	County Commissioners	1 year	5/6/2022	5/5/2023
Centralina Economic Development District	2	Private Sector	Board of Commissioners	3 years	3/1/2022	2/28/2025
City of Kannapolis - Board of Adjustment	1	ETJ	Board of Commissioners	3 years	8/1/2021	7/31/2024
Cleveland Community Volunteer Fire Department Fire Commissioners	3	County Seat	County Commissioners	2 years	1/1/2023	12/31/2024
Granite Quarry Planning Board - ETJ	5	ETJ	Board of Commissioners	3 years	8/1/2021	7/31/2024
Granite Quarry Zoning Board - ETJ	3	ETJ	Board of Commissioners	3 years	8/1/2022	7/31/2025
Historic Landmarks Commission	7	At Large	Board of Commissioners	3 years	2/1/2020	1/31/2023
Industrial Facilities and Pollution Control Financing Authority	7	At Large	Board of Commissioners	6 years	12/1/2019	11/30/2025
Industrial Facilities and Pollution Control Financing Authority	7	At Large	Board of Commissioners	6 years	12/1/2019	11/30/2025
Industrial Facilities and Pollution Control Financing Authority	7	At Large	Board of Commissioners	6 years	8/1/2019	7/31/2025
Industrial Facilities and Pollution Control Financing Authority	7	At Large	Board of Commissioners	6 years	8/1/2019	7/31/2025
Industrial Facilities and Pollution Control Financing Authority	7	At Large	Board of Commissioners	6 years	8/1/2019	7/31/2025
Juvenile Crime Prevention Council	26	Substance Abuse Professional	Board of Commissioners	2 years	7/1/2021	6/30/2023
Juvenile Crime Prevention Council	26	Youth Under the Age of 21	Board of Commissioners	2 years	7/1/2022	6/30/2024

Juvenile Crime Prevention Council	26	Mental Health	Board of Commissioners	2 years	7/1/2022	6/30/2024
Juvenile Crime Prevention Council	26	Chief Court Counselor	Board of Commissioners	Life Term	1/31/2023	Life Term
Library Board	9	At Large	Board of Commissioners	3 years	1/1/2022	12/31/2024
Library Board	9	At Large	Board of Commissioners	3 years	1/1/2023	12/31/2025
Local Emergency Planning Committee	28	Environmental/Health/Transportation	Board of Commissioners	Life Term	1/31/2023	Life Term
Miller Ferry Volunteer Fire Department Board of Trustees	2	County Seat	Board of Commissioners	2 years	1/1/2023	12/31/2024
Miller Ferry Volunteer Fire Department Board of Trustees	2	County Seat	Board of Commissioners	2 years	1/1/2023	12/31/2024
Nursing Home Advisory Committee	12	At Large	Board of Commissioners	3 years	7/1/2021	6/30/2024
Nursing Home Advisory Committee	12	At Large	Board of Commissioners	3 years	11/1/2022	10/31/2025
Nursing Home Advisory Committee	12	At Large	Board of Commissioners	3 years	8/1/2020	7/31/2023
Nursing Home Advisory Committee	12	At Large	Board of Commissioners	3 years	11/1/2020	10/31/2023
Nursing Home Advisory Committee	12	At Large	Board of Commissioners	3 years	1/1/2021	12/31/2023
Nursing Home Advisory Committee	12	At Large	Board of Commissioners	3 years	4/1/2020	3/31/2023
Nursing Home Advisory Committee	12	At Large	Board of Commissioners	3 years	8/1/2022	7/31/2025
Planning Board	9	At Large	Board of Commissioners	3 years	1/1/2023	12/31/2025
Rowan County Rescue Squad	9	Fire Chief	Rowan County Rescue Squad Board	3 years	1/1/2023	12/31/2025
Rowan County Rescue Squad	9	Rowan County Rescue Squad Officer	Rowan County Rescue Squad Board	3 years	1/1/2023	12/31/2025
Rowan County Rescue Squad	9	Rowan County Rescue Squad / Non Officer	Rowan County Rescue Squad Board	3 years	1/1/2023	12/31/2025
Town of Faith Zoning - ETJ	3	At Large	Board of Commissioners	3 years	6/1/2022	5/31/2025
Town of Spencer Planning and Zoning Board - ETJ	1	ETJ	Board of Commissioners	3 years	1/1/2023	12/31/2025
West Rowan Volunteer Fire Department Fire Commissioners	3	County Seat	Board of Commissioners	2 years	1/1/2023	12/31/2024

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director
DATE: 2/6/2023
SUBJECT: Budget Amendments

Please see attached budget amendments.

Approve attached budget amendments.

ATTACHMENTS:

Description

budget amendments

Upload Date

1/26/2023

Type

Cover Memo

MENTAL REQUEST FOR BUDGET ACTION

To align the budget for increase in funding for AA151 Family Planning.

Reviewed:

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: <u>✓</u>	Approved: _____	Budget Revision # <u>07-253</u>
Disapproved: _____	Disapproved: _____	Date Posted: _____
Amended: _____	Amended: _____	Group Number: _____
Date: <u>01/11/2023</u>	Date: _____	Posted by: _____
Signature: <u>[Signature]</u>	Signature: _____	Approved by: _____

Anna R. Bunge 1-17-2023



Rowan County Health Department
1811 East Innes Street - Salisbury, NC 28146-6030

January 12, 2023

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to align the budget with AA151 Family Planning Revision #1. The revision increased the funding by \$2024 for a new funding total of \$120,925.

Kind Regards,

A handwritten signature in black ink, appearing to read "Alyssa Harris", is written over a horizontal line.

Alyssa Harris, Public Health Director

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155230 FAMILY PLANNING EXPENDITURES
 Object code: 561047 WHSF MEDICATIONS
 Project code:

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5110 WOMEN PREVENTATIVE HEALTH
 Department 5100 HEALTH DEPARTMENT
 Division 5120 DIRECTOR OF NURSING
 Program 5230 FAMILY PLANNING
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES

Full description: WHSF MEDICATIONS
 Reference Acct:

Short desc: WHSF MEDS
 Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	13,813.00
02	2,608.00	56.84	.00	.00
03	988.89	.00	.00	.00
04	990.48	.00	.00	.00
05	.00	.00	.00	.00
06	1,919.93	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	6,507.30	56.84	.00	13,813.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	6,507.30	Original Budget	13,813.00
Encumbrances	56.84	Budget Tranfr In	.00
Requisitions	2,975.43	Budget Tranfr Out	.00
Total	9,539.57	Carry Fwd Budget	.00
Available Budget	4,273.43	Carry Fwd Bud Tfr	.00
Percent Used	69.06	Revised Budget	13,813.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	13,813.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	13,813.00	PRESENT	13,813.00
	.00	COMMISSION	.00
		APPROVED	13,813.00

increase
\$2024

G/L ACCOUNT - MASTER INQUIRY

Org code: 11452303 FAMILY PLANNING STATE REVENUE
 Object code: 434037 FAMILY PLANNING
 Project code:

Type: R
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5110 WOMEN PREVENTATIVE HEALTH
 Department 5100 HEALTH DEPARTMENT
 Division 5120 DIRECTOR OF NURSING
 Program 5230 FAMILY PLANNING
 Activity 334 STATE FUNDING
 Type 4 REVENUES

Full description: FAMILY PLANNING
 Reference Acct:

Short desc: FAM PLANNG

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	-196,614.00
02	-11,400.00	.00	.00	.00
03	-12,149.56	.00	.00	.00
04	.00	.00	.00	.00
05	-28,809.61	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-52,359.17	.00	.00	-196,614.00

	CURRENT YEAR TOTAL AMOUNTS		
Actual (Memo)	-52,359.17	Original Budget	-196,614.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-52,359.17	Carry Fwd Budget	.00
Available Budget	-144,254.83	Carry Fwd Bud Tfr	.00
Percent Used	26.63	Revised Budget	-196,614.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	-196,614.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	-196,614.00	PRESENT	-196,614.00
	.00	COMMISSION	.00
		APPROVED	-196,614.00

increase
\$2024

**Division of Public Health
Agreement Addendum
FY 22-23**

Page 1 of 1

Rowan County Public Health
Local Health Department Legal Name

Women, Infant, and Community Wellness /
Reproductive Health Branch
DPH Section / Branch Name

151 Family Planning
Activity Number and Description

Joseph Scott, 919-707-5696
joseph.scott@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

06/01/2022 – 05/31/2023
Service Period

DPH Program Signature _____ Date _____
(only required for a negotiable Agreement Addendum)

07/01/2022 – 06/30/2023
Payment Period

☐ Original Agreement Addendum
☒ Agreement Addendum Revision # 1

I. **Background:**
No change.

II. **Purpose:**
This Agreement Addendum Revision #1 increases Title X funding to enable the Local Health Department to purchase family planning methods to provide to clients seeking family planning services. These additional funds are available only through March 31, 2023.

III. **Scope of Work and Deliverables:**
As of January 1, 2023, this Agreement Addendum Revision #1 adds Paragraph 8, as follows:
8. The Local Health Department shall purchase family planning methods based on the needs of their community, in order to have all family planning methods on hand to distribute as needed.

IV. **Performance Measures / Reporting Requirements:**
No change.

V. **Performance Monitoring and Quality Assurance:**
No change.

VI. **Funding Guidelines or Restrictions:**
As of January 1, 2023, this Agreement Addendum Revision #1 adds Paragraph 3, as follows:
3. The additional funds provided with this Revision are available only through March 31, 2023.


Health Director Signature (use blue ink or verifiable digital signature)

12/15/2022
Date

LHD to complete:
[For DPH to contact in case
follow-up information is needed]

LHD program contact name: Cindy Whitley 704-216-8872
Phone and email address: Cindy.Whitley@rowancountync.gov

Signature on this page signifies you have read and accepted all pages of this document. Template rev. August 2021

FY23 - FAS Activity Nbr + Name: **151 Family Planning**
 federal award supplement FAS Nbr + Reason: **7** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.
 CFDA Nbr + Name: **93.217 Family Planning Services**

IDC rate: n/a FAIN: **FPHPA006555** Is award R&D?: **NO** Fed awd's total amt: \$ **7,800,000**

Fed award project description: **North Carolina Statewide Family Planning Program**

Fed awd date + awarding agency: **05-31-22 HHS, Office of the Secretary**

Subrecipient	Subrecipient UEI	Subrecipient DUNS	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	MBM7W225N3W8	965194483	\$ 2,569	\$ 122,441
Albemarle	WAAVS51PNMK3	130537822	\$ 6,847	\$ 328,156
Alexander	XVEEJSNY7UX9	030495105	\$ 986	\$ 49,881
Anson	PKBUYTSNJCC3	847163029	\$ 973	\$ 51,653
Appalachian	CD7BFHB8W539	780131541	\$ 3,116	\$ 138,812
Beaufort	RN1SXF04LXN6	091567776	\$ 1,126	\$ 63,224
Bladen	TLCTJWDJH1H9	084171628	\$ 1,039	\$ 52,350
Brunswick	MJBMXLN9NJT5	091571349	\$ 1,458	\$ 78,231
Buncombe	W5TCDKMLHE69	879203560	\$ 2,954	\$ 169,307
Burke	G855APCNLS91	803321205	\$ 1,451	\$ 80,609
Cabarrus	RDXNEJKJFU7	143408289	\$ 2,081	\$ 102,704
Caldwell	HL4FGNJNGE97	948113402	\$ 1,507	\$ 80,047
Carteret	UC6WJ2MQMJS8	058735804	\$ 3,518	\$ 134,328
Caswell	JDJ7Y7CGYC86	077846053	\$ 863	\$ 44,116
Catawba	GYUNA9W1NFM1	083677138	\$ 2,149	\$ 105,003
Chatham	KE57QE2GV5F1	131356607	\$ 1,165	\$ 57,604
Cherokee	DCEGK6HA11M5	130705072	\$ 837	\$ 39,665
Clay	HYKLQVNLXK7	145058231	\$ 695	\$ 30,975
Cleveland	UWUUYMPVL483	879924850	\$ 1,872	\$ 101,678
Columbus	V1UAJ4L87WQ7	040040016	\$ 1,176	\$ 59,123
Craven	LTZ2U8LZQ214	091564294	\$ 2,067	\$ 118,997
Cumberland	HALND8WJ3GW4	123914376	\$ 4,423	\$ 270,283
Dare	ELV6JGB11QK6	082358631	\$ 864	\$ 38,225
Davidson	C9P5MDJC7KY7	077839744	\$ 1,891	\$ 101,870
Davie	L8WBGLHZV239	076526651	\$ 934	\$ 46,066
Duplin	KZN4GK5262K3	095124798	\$ 1,440	\$ 77,168
Durham	LJ5BA6U2HLM7	088564075	\$ 3,567	\$ 199,718
Edgecombe	MAN4LX44AD17	093125375	\$ 1,445	\$ 99,704
Foothills	NGTEF2MQ8LL4	782359004	\$ 3,056	\$ 160,946
Forsyth	V6BGVQ67YPY5	105316439	\$ 4,315	\$ 232,354
Franklin	FFKTRQCNN143	084168632	\$ 1,180	\$ 56,629
Gaston	QKY9R8A8D5J6	071062186	\$ 3,299	\$ 166,378
Graham	L8MAVKQJTYN7	020952383	\$ 696	\$ 29,984
Granville-Vance	MGQJ3KK22EJ83	063347626	\$ 2,174	\$ 113,190
Greene	VCU5LD71N9U3	091564591	\$ 899	\$ 48,095
Guilford	YBEQWGFJPMJ3	071563613	\$ 6,245	\$ 448,866
Halifax	MRLBMYNJ3Y5	014305957	\$ 1,770	\$ 105,553
Harnett	JBD0D9V41BX7	091565986	\$ 1,699	\$ 88,559
Haywood	DQHZEAV95G5	070620232	\$ 1,203	\$ 62,472
Henderson	TG5AR81JLFQ5	085021470	\$ 1,417	\$ 68,491
Hoke	C1GWSADARX51	091563643	\$ 1,188	\$ 60,103
Hyde	T2RSYN36NN64	832526243	\$ 682	\$ 32,821
Iredell	XTNRLKJLA459	074504507	\$ 1,869	\$ 104,762

FY23 - FASfederal award
supplement

Activity Nbr + Name:

151**Family Planning**

FAS Nbr + Reason:

7

This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

CFDA Nbr + Name:

93.217

Family Planning Services

IDC rate: n/a

FAIN: **FHPA006555**

Is award R&D?: NO

Fed awd's total amt: \$ 7,800,000

Fed award project description: North Carolina Statewide Family Planning Program

Fed awd date + awarding agency: 05-31-22 HHS, Office of the Secretary

Subrecipient	Subrecipient UEI	Subrecipient DUNS	Federal funds from grant listed above	Total federal funds for entire Activity
Jackson	X7YWY6ZP574	019728518	\$ 1,204	\$ 72,212
Johnston	SYGAGEFDHYR7	097599104	\$ 1,987	\$ 101,272
Jones	HE3NNNUE27M7	095116935	\$ 708	\$ 34,973
Lee	F6A8UC99JW35	067439703	\$ 1,129	\$ 61,501
Lenoir	QKUFLL37VPGH6	042789748	\$ 1,297	\$ 83,251
Lincoln	UGGQGSSKBGJ5	086869336	\$ 1,435	\$ 64,013
Macon	LLPJBC6N2LL3	070626825	\$ 877	\$ 40,632
Madison	YQ96F8BJYTJ9	831052873	\$ 833	\$ 41,520
MTW	ZKKS5GNRNB8Y6	087204173	\$ 2,520	\$ 136,381
Mecklenburg	EZ15XL6BMM68	074498353	\$ 8,592	\$ 537,888
Montgomery	E78ZAJM3BFL3	025384603	\$ 916	\$ 42,086
Moore	HFNSK95FS728	050988146	\$ 1,340	\$ 82,449
Nash	NF58K566HQM7	050425677	\$ 1,791	\$ 103,954
New Hanover	F7TLT2GMEJE1	040029563	\$ 2,706	\$ 140,105
Northampton	CRA2KCAL8BA4	097594477	\$ 885	\$ 48,957
Onslow	EGE7NBXW5J56	172663270	\$ 2,817	\$ 166,400
Orange	GFFMCW9XDA53	091575191	\$ 2,362	\$ 117,463
Pamlico	FT59QFEAU344	097600456	\$ 731	\$ 37,782
Pender	T11BE678U9P5	100955413	\$ 1,137	\$ 62,751
Person	FQ8LFJGMABJ4	091563718	\$ 1,032	\$ 58,640
Pitt	VZNPMLFT5R6	080889694	\$ 3,027	\$ 153,428
Polk	QZ6BZPGLX4Y9	079067930		
Randolph	T3BUM1CVS9N5	027873132	\$ 1,979	\$ 116,012
Richmond	Q63FZNTJM3M4	070621339	\$ 1,053	\$ 60,671
Robeson	LK8EJQFLAAK5	082367871	\$ 2,436	\$ 151,575
Rockingham	KGCCCHJZZ243	077847143	\$ 1,369	\$ 82,146
Rowan	GCB7UCV96NW6	074494014	\$ 2,024	\$ 120,925
Sampson	WRT9CSK1KJY5	825573975	\$ 1,358	\$ 71,395
Scotland	FNVTCUQGCHM5	091564146	\$ 1,049	\$ 62,803
Stanly	UB6MZUYPL7C5	131860829	\$ 1,106	\$ 56,266
Stokes	W41TRA3NUNS1	085442705	\$ 1,053	\$ 58,244
Surry	FMWCTM24C9J8	077821858	\$ 1,221	\$ 55,120
Swain	TAE3M92L4QR4	146437553	\$ 815	\$ 39,818
Toe River	JUA6GAUQ9UM1	113345201	\$ 2,343	\$ 84,874
Transylvania	W51VGHGM8945	030494215	\$ 857	\$ 43,284
Union	LHMKBD4AGRJ5	079051637	\$ 2,060	\$ 105,749
Wake	FTJ2WJPLWMJ3	019625961	\$ 6,574	\$ 352,644
Warren	TLNAU5CNHSU5	030239953	\$ 862	\$ 46,091
Wayne	DACFHCLQKMS1	040036170	\$ 2,135	\$ 120,929
Wilkes	M14KKHY2NNR3	067439950	\$ 1,129	\$ 60,163
Wilson	ME2DJHMYWG55	075585695	\$ 1,635	\$ 95,209
Yadkin	PLCDT7JFA8B1	080910624	\$ 911	\$ 42,118
Yancey	MASJX9AKVEZ8			\$ 28,895





BA-07-253 - BOC 02-06

Final Audit Report

2023-01-17

Created:	2023-01-17
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3YUxmBjlb0lp9CgHGjixeunSypDrHG8f

"BA-07-253 - BOC 02-06" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-01-17 - 2:13:39 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-01-17 - 2:14:25 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-01-17 - 4:55:57 PM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.
2023-01-17 - 4:55:57 PM GMT

Alyssa Harris, MPH
Public Health Director

Main Telephone: (704) 216-8777
FAX: (704) 216-7891

ROWAN COUNTY
PUBLIC HEALTH
Prevent. Promote. Protect.
Be an original.

Rowan County Health Department
1811 East Innes Street - Salisbury, NC 28146-6030

January 12, 2023

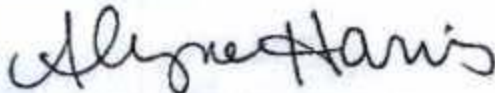
Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to align the budget with AA425 Breast and Cervical Cancer (BCCCP) Revision #2. The revision increased our funding by \$13,000 for a new funding total amount of \$22,500.

Kind Regards,



Alyssa Harris, Public Health Director

2023 BUDGET YEAR

Department Name					
Position Title					
Hours (per week)	40	Increase	\$ 2,180.00	Grade	26
Position Title, Salary, Grade - confirmed with Human Resources:			Yes	No	

Other Costs

Desk	-	-	-	-
Chair	-	-	-	-
Side chairs	-	-	-	-
Telephone	-	-	-	-
Computer	-	-	-	-
Bookcase	-	-	-	-
Vehicle	-	-	-	-
Travel	-	-	-	-
Training	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
Total Equipment Costs	-	-	-	-
Total Cost	\$ 2,160.00	\$ -	\$ -	\$ 2,180.00

G/L ACCOUNT - MASTER INQUIRY

Org code: 1145205 BCCCP REVENUE
 Object code: 434014 BCCCP GRANT
 Project code:

Type: R
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5123 ADULT HEALTH
 Department 5100 HEALTH DEPARTMENT
 Division 5120 DIRECTOR OF NURSING
 Program 5205 BCCCP
 Activity 000 NON ACTIVITY
 Type 4 REVENUES

Full description: BCCCP GRANT
 Reference Acct:

Short desc: BCCCP GRNT

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	-16,500.00
02	-1,025.00	.00	.00	.00
03	-975.00	.00	.00	.00
04	.00	.00	.00	.00
05	-4,275.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-6,275.00	.00	.00	-16,500.00

	CURRENT YEAR TOTAL AMOUNTS		
Actual (Memo)	-6,275.00	Original Budget	-16,500.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-6,275.00	Carry Fwd Budget	.00
Available Budget	-10,225.00	Carry Fwd Bud Tfr	.00
Percent Used	38.03	Revised Budget	-16,500.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	-16,500.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	-16,500.00	PRESENT	-16,500.00
	.00	COMMISSION	.00
		APPROVED	-16,500.00

increase
\$13,000

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155205 BCCCP EXPENDITURES
 Object code: 510005 SALARIES-REGULAR
 Project code:

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5123 ADULT HEALTH
 Department 5100 HEALTH DEPARTMENT
 Division 5120 DIRECTOR OF NURSING
 Program 5205 BCCCP
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES

Full description: SALARIES-REGULAR
 Reference Acct:

Short desc: SAL-REG
 Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-1,796.71	.00	.00	.00
02	4,686.80	.00	16,460.00	16,460.00
03	704.63	.00	.00	.00
04	1,765.57	.00	.00	.00
05	1,433.87	.00	.00	.00
06	2,599.93	.00	.00	.00
07	332.69	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	9,726.78	.00	16,460.00	16,460.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	9,726.78	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	16,460.00
Requisitions	.00	Budget Tranfr Out	.00
Total	9,726.78	Carry Fwd Budget	.00
Available Budget	6,733.22	Carry Fwd Bud Tfr	.00
Percent Used	59.09	Revised Budget	16,460.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	16,460.00	PRESENT	.00
	.00	COMMISSION	.00
		APPROVED	.00

increase
\$1550

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155205 BCCCP EXPENDITURES
 Object code: 520005 HEALTH INSURANCE
 Project code:

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5123 ADULT HEALTH
 Department 5100 HEALTH DEPARTMENT
 Division 5120 DIRECTOR OF NURSING
 Program 5205 BCCCP
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES

Full description: HEALTH INSURANCE
 Reference Acct:

Short desc: HLTH INSUR
 Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-829.57	.00	.00	.00
02	1,058.93	.00	5,460.00	5,460.00
03	115.47	.00	.00	.00
04	288.65	.00	.00	.00
05	237.66	.00	.00	.00
06	288.52	.00	.00	.00
07	52.30	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	1,211.96	.00	5,460.00	5,460.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	1,211.96	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	5,460.00
Requisitions	.00	Budget Tranfr Out	.00
Total	1,211.96	Carry Fwd Budget	.00
Available Budget	4,248.04	Carry Fwd Bud Tfr	.00
Percent Used	22.20	Revised Budget	5,460.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	5,460.00	PRESENT	.00
	.00	COMMISSION	.00
		APPROVED	.00

increase
 \$ 250

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155205 BCCCP EXPENDITURES
 Object code: 520010 MEDICARE TAX
 Project code:

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5123 ADULT HEALTH
 Department 5100 HEALTH DEPARTMENT
 Division 5120 DIRECTOR OF NURSING
 Program 5205 BCCCP
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES

Full description: MEDICARE TAX
 Reference Acct:

Short desc: MEDI TAX
 Auto-encumber? (Y/N) N

PER	CURRENT YEAR MONTHLY AMOUNTS			
	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-24.06	.00	.00	.00
02	67.40	.00	240.00	240.00
03	9.69	.00	.00	.00
04	24.29	.00	.00	.00
05	19.82	.00	.00	.00
06	36.65	.00	.00	.00
07	4.70	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	138.49	.00	240.00	240.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	138.49	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	240.00
Requisitions	.00	Budget Tranfr Out	.00
Total	138.49	Carry Fwd Budget	.00
Available Budget	101.51	Carry Fwd Bud Tfr	.00
Percent Used	57.70	Revised Budget	240.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	.00	PRESENT	.00
	.00	COMMISSION	.00
		APPROVED	.00

Increase
 \$23

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155205 BCCCP EXPENDITURES
 Object code: 520015 RETIREMENT
 Project code:

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5123 ADULT HEALTH
 Department 5100 HEALTH DEPARTMENT
 Division 5120 DIRECTOR OF NURSING
 Program 5205 BCCCP
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES

Full description: RETIREMENT
 Reference Acct:

Short desc: RETIREMENT
 Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-218.29	.00	.00	.00
02	569.46	.00	1,690.00	1,690.00
03	85.62	.00	.00	.00
04	214.51	.00	.00	.00
05	174.21	.00	.00	.00
06	315.90	.00	.00	.00
07	40.42	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	1,181.83	.00	1,690.00	1,690.00

	CURRENT YEAR TOTAL AMOUNTS	
Actual (Memo)	1,181.83	Original Budget
Encumbrances	.00	Budget Tranfr In
Requisitions	.00	Budget Tranfr Out
Total	1,181.83	Carry Fwd Budget
Available Budget	508.17	Carry Fwd Bud Tfr
Percent Used	69.93	Revised Budget
Inceptn to SOY	.00	Inceptn Orig Bud
		Inceptn Revsd Bud
Encumb-Last Yr	.00	DEPARTMENT
Actual-Last Yr	.00	MANAGER
Estim-Actual	1,690.00	PRESENT
	.00	COMMISSION
		APPROVED

increase
\$189

G/L ACCOUNT - MASTER INQUIRY

Org /code: 1155205 BCCCP EXPENDITURES
 Object code: 520020 SOCIAL SECURITY TAX
 Project code:

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5123 ADULT HEALTH
 Department 5100 HEALTH DEPARTMENT
 Division 5120 DIRECTOR OF NURSING
 Program 5205 BCCCP
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES

Full description: SOCIAL SECURITY TAX
 Reference Acct:

Short desc: SS TAX
 Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-102.91	.00	.00	.00
02	288.24	.00	1,030.00	1,030.00
03	41.43	.00	.00	.00
04	103.85	.00	.00	.00
05	84.80	.00	.00	.00
06	156.65	.00	.00	.00
07	20.08	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	592.14	.00	1,030.00	1,030.00

	592.14	Original Budget	.00
Actual (Memo)	592.14	Budget Tranfr In	1,030.00
Encumbrances	.00	Budget Tranfr Out	.00
Requisitions	.00	Carry Fwd Budget	.00
Total	592.14	Carry Fwd Bud Tfr	.00
Available Budget	437.86	Revised Budget	1,030.00
Percent Used	57.49		
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	1,030.00	PRESENT	.00
	.00	COMMISSION	.00
		APPROVED	.00

increase
\$97

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155205 BCCCP EXPENDITURES
 Object code: 520025 WORKERS COMPENSATION
 Project code:

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5123 ADULT HEALTH
 Department 5100 HEALTH DEPARTMENT
 Division 5120 DIRECTOR OF NURSING
 Program 5205 BCCCP
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES

Full description: WORKERS COMPENSATION
 Reference Acct:

Short desc: WKER COMP
 Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-42.25	.00	.00	.00
02	117.12	.00	380.00	380.00
03	17.62	.00	.00	.00
04	44.13	.00	.00	.00
05	35.79	.00	.00	.00
06	64.97	.00	.00	.00
07	8.31	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	245.69	.00	380.00	380.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	245.69	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	380.00
Requisitions	.00	Budget Tranfr Out	.00
Total	245.69	Carry Fwd Budget	.00
Available Budget	134.31	Carry Fwd Bud Tfr	.00
Percent Used	64.66	Revised Budget	380.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	380.00	PRESENT	.00
	.00	COMMISSION	.00
		APPROVED	.00

increase
\$4

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155205 BCCCP EXPENDITURES
 Object code: 520030 401(K) CONTRIBUTIONS
 Project code:

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5123 ADULT HEALTH
 Department 5100 HEALTH DEPARTMENT
 Division 5120 DIRECTOR OF NURSING
 Program 5205 BCCCP
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES

Full description: 401(K) CONTRIBUTIONS
 Reference Acct:

Short desc: 401K CONTR
 Auto-encumber? (Y/N) N

PER	CURRENT YEAR MONTHLY AMOUNTS			BUDGET
	ACTUAL	ENCUMBRANCE	BUD TRANSFER	
00	.00	.00	.00	.00
01	-55.96	.00	.00	.00
02	137.65	.00	500.00	500.00
03	18.19	.00	.00	.00
04	52.96	.00	.00	.00
05	43.01	.00	.00	.00
06	77.99	.00	.00	.00
07	9.98	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	283.82	.00	500.00	500.00

CURRENT YEAR TOTAL AMOUNTS		
Actual (Memo)	283.82	Original Budget .00
Encumbrances	.00	Budget Tranfr In 500.00
Requisitions	.00	Budget Tranfr Out .00
Total	283.82	Carry Fwd Budget .00
Available Budget	216.18	Carry Fwd Bud Tfr .00
Percent Used	56.76	Revised Budget 500.00
Inceptn to SOY	.00	Inceptn Orig Bud .00
		Inceptn Revsd Bud .00
Encumb-Last Yr	.00	DEPARTMENT .00
Actual-Last Yr	.00	MANAGER .00
Estim-Actual	500.00	PRESENT .00
	.00	COMMISSION .00
		APPROVED .00

increase
\$47

G/L ACCOUNT - MASTER INQUIRY

PER	ACTUAL	LAST YEAR MONTHLY AMOUNTS	
		ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	37.00	.00	.00
02	34.91	.00	.00
03	39.18	.00	.00
04	25.14	.00	.00
05	14.69	.00	.00
06	32.31	.00	500.00
07	14.91	.00	.00
08	18.32	.00	.00
09	17.48	.00	.00
10	22.41	.00	.00
11	39.03	.00	.00
12	29.09	.00	.00
13	.00	.00	.00
Tot:	324.47	.00	500.00

----- PRIOR YEARS TOTAL AMOUNTS -----			
2022 Actual	324.47	2022 Orig Budget	.00
2022 Closed @ YE	324.47	2022 Bud Tfr In	500.00
2022 Encumbrance	.00	2022 Bud Tfr Out	.00
2022 Memo Bal	324.47	2022 C Fwd Budget	.00
2021 Actual	254.35	2022 Revsd Budget	500.00
2020 Actual	290.33		
2019 Actual	.00	2021 Orig Budget	.00
2018 Actual	.00	2021 Revsd Budget	464.00
2017 Actual	.00	2020 Orig Budget	.00
2016 Actual	.00	2020 Revsd Budget	549.00
2015 Actual	.00		
2014 Actual	.00	2022	0.00
2013 Actual	.00	2021	0.00
		2020	0.00

----- FUTURE YEAR AMOUNTS -----			
PER	2024 BUDGET		BUDGET
00	.00	2024 DEPARTMENT	.00
01	.00	2024 MANAGER	.00
02	.00	2024 PRESENT	.00
03	.00	2024 COMMISSION	.00
04	.00	2024 APPROVED	.00
05	.00	2024 Revised	.00
06	.00	2025 Estimate	.00
07	.00	2026 Estimate	.00
08	.00	2027 Estimate	.00
09	.00	2028 Estimate	.00
10	.00		
11	.00	2024 Memo Bal	.00
12	.00	2024 Encumbrance	.00
13	.00	2024 Requisition	.00
Tot:	.00		

----- ACCOUNT NOTES -----

** END OF REPORT - Generated by Karla L Aldridge **

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155205 BCCCP EXPENDITURES
 Object code: 532040 PHYSICIAN FEES
 Project code:

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5123 ADULT HEALTH
 Department 5100 HEALTH DEPARTMENT
 Division 5120 DIRECTOR OF NURSING
 Program 5205 BCCCP
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES

Full description: PHYSICIAN FEES
 Reference Acct:

Short desc: PHYS FEES
 Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	10,000.00	.00	10,000.00
02	1,736.19	-1,736.19	.00	.00
03	195.21	-195.21	.00	.00
04	351.70	-351.70	.00	.00
05	.00	.00	.00	.00
06	942.45	-942.45	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	3,225.55	6,774.45	.00	10,000.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	3,225.55	Original Budget	10,000.00
Encumbrances	6,774.45	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	10,000.00	Carry Fwd Budget	.00
Available Budget	.00	Carry Fwd Bud Tfr	.00
Percent Used	100.00	Revised Budget	10,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	10,000.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	10,000.00	PRESENT	10,000.00
	.00	COMMISSION	.00
		APPROVED	10,000.00

increase
\$4875

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155205 BCCCP EXPENDITURES
 Object code: 534019 LABORATORY FEES
 Project code:

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5123 ADULT HEALTH
 Department 5100 HEALTH DEPARTMENT
 Division 5120 DIRECTOR OF NURSING
 Program 5205 BCCCP
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES

Full description: LABORATORY FEES
 Reference Acct:

Short desc: LAB FEES
 Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	3,800.00	.00	6,500.00
02	58.98	-58.98	.00	.00
03	.00	.00	.00	.00
04	146.33	-146.33	.00	.00
05	244.09	-244.09	.00	.00
06	601.00	-601.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	1,050.40	2,749.60	.00	6,500.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	1,050.40	Original Budget	6,500.00
Encumbrances	2,749.60	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	3,800.00	Carry Fwd Budget	.00
Available Budget	2,700.00	Carry Fwd Bud Tfr	.00
Percent Used	58.46	Revised Budget	6,500.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	6,500.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	6,500.00	PRESENT	6,500.00
	.00	COMMISSION	.00
		APPROVED	6,500.00

increase
 \$ 3250

**Division of Public Health
Agreement Addendum
FY 22-23**

Page 1 of 2

Rowan County Public Health

Local Health Department Legal Name

452 Breast and Cervical Cancer

Activity Number and Description

06/01/2022 – 05/31/2023

Service Period

07/01/2022 – 06/30/2023

Payment Period

☐ Original Agreement Addendum

☒ Agreement Addendum Revision # 2

CDI / Cancer Prevention and Control

DPH Section / Branch Name

Tavonya Thompson (919) 707-5208

tavonya.thompson@dhhs.nc.gov

DPH Program Contact

(name, phone number, and email)

DPH Program Signature

Date

(only required for a negotiable agreement addendum)

I. Background:

No change.

II. Purpose:

This Agreement Addendum Revision #2 provides a one-time funding opportunity to implement the Local Health Department's approved supportive service plan as stated in Section III below.

III. Scope of Work and Deliverables:

As of January 1, 2023, this Agreement Addendum Revision #2 adds Subparagraph a. to Paragraph 1. Provided Services, as follows:

- a. Supportive Services. Implement the approved supportive service plan, approved by the Branch in December 2022, which is addressing one or more of the following:
 1. Use of cancer and surveillance data to identify program-eligible populations and specific populations of focus who experience health disparities.
 2. Support partnerships with community-based organizations, community health workers, cancer coalitions, and other chronic disease programs to reach populations of focus and maximize access to screening.
 3. Deliver breast and cervical cancer screening and diagnostic services with a prioritization on populations that experience high mortality and rates of late-stage screening and diagnostic continuum using community health workers, patient navigators, and local partners to overcome barriers and address social determinants of health.

[Signature]

(use blue ink)

01/05/2023

Local Health Department to complete:

(If follow-up information is needed by DPH)

LHD program contact name:

Phone number with area code:

Email address:

Cindy Whitley

704-216-8812

Cindy.Whitley@rowancountync.gov

Signature on this page signifies you have read and accepted all pages of this document.

Revised July 2018

4. Provide screening and diagnostic services to implement evidence-based interventions which increase access to, delivery of, and demand for breast and cervical cancer screening.
5. Monitor efforts and evaluate outcomes to assess program effectiveness.

IV. **Performance Measures/Reporting Requirements:**
No change.

V. **Performance Monitoring and Quality Assurance:**
No change.

VI. **Funding Guidelines or Restrictions:**

As of January 1, 2023, this Agreement Addendum Revision #2 adds Subparagraphs l., m., and n. to Paragraph 2. Financial, as follows:

- l. Funds may not be used for research.
- m. Funds may only be used in support of the agency's approved supportive service plan.
- n. Recipients must agree to give priority to low-income women in their provision of program services.

FY23 - FAS
federal award
supplement

Activity Nbr + Name: 452 NC Breast and Cervical Cancer Control Program

FAS Number + Reason: 3

Federal grant data was unavailable at the time of AA mailing. No change in Activity total.

CFOA Nbr + Name: 93.898

NC Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations

Is award R&D?: NO

FAIN: NU58DP007121

IDC rate: n/a

Fed award total amt: \$ 4,430,413

Fed award project description: NC Cancer Prevention and Control Program for State, Territorial and Tribal Organizations

Fed award date + awarding agency: 05-26-22 HHS, Centers for Disease Control and Prevention

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	MBM7W225N3W8			Jackson	X7YWAY62P574	\$	13,300
Albemarle	WAAV551PMK3		\$ 49,400	Johnston	SYGAGEFDHYR7	\$	26,500
Alexander	XVEEJSNY7LX9			Jones	HE3NNMJE27M7	\$	4,370
Anson	PK8UYT5NJC3			Lee	F6A8UC99JWJ5	\$	4,750
Appalachian	CD78FHB8W539	\$	9,500	Lenoir	QKUF137VPGH6	\$	7,980
Beaufort	RN15XFD4LXN6	\$	19,000	Lincoln	UGGQGS5KBJ5	\$	17,100
Bladen	TLCTJWDJH1H9			Macon	LLP3BC6N2LL3	\$	11,400
Brunswick	M3BMXLM9NJY5	\$	38,000	Madison	YQ96FBBJYTJ9	\$ 13,000	\$ 22,880
Buncombe	W5TCOKMLHE69	\$	125,020	MTW	ZKKSGNRNBBY6	\$	8,930
Burke	G855APCNLS91			Mecklenburg	EZ15XL68MM68	\$	73,150
Cabarrus	RDXNEJKJFU7	\$ 13,000	\$ 41,500	Montgomery	E78ZA3M3BFL3		
Caldwell	HL4FGNJGE97	\$ 13,000	\$ 32,000	Moore	HFNSK95F57Z8		
Carteret	UC6WJ2MQM358	\$ 13,000	\$ 24,400	Nash	NF58K56GHQM7	\$	22,420
Caswell	JDJ7Y7CGYC86			New Hanover	F7TLT2GHEJE1	\$	11,400
Catawba	GYUNA9W1NFM1	\$ 13,000	\$ 35,800	Northampton	CRA2KCALBBA4		
Chatham	KE57QE26V5F1		\$ 7,980	Onslow	EGE7N8XW5J56	\$ 13,000	\$ 25,350
Cherokee	DCEGK6HA11M5		\$ 5,700	Orange	GFFMCW9XDA53	\$	8,550
Clay	HYKLQVNMXX7		\$ 7,030	Pamlico	FT59QFEAU344	\$	6,840
Cleveland	UMMUYPV4L83	\$ 13,000	\$ 35,800	Pender	T11BE67BU9P5	\$	6,650
Columbus	V1UAJ4L87WQ7		\$ 8,930	Person	FQ8LFJGMA8J4		
Craven	LT22U8LZQ214		\$ 15,200	Pitt	VZNPMLFT5R6	\$	20,900
Cumberland	HALND8WJ3GW4	\$ 13,000	\$ 33,900	Polk	QZ6BZPGLX4Y9		
Dare	ELV6JG811QK6		\$ 17,100	Randolph	T3BUM1CV59N5		
Davidson	C9P5MDJ37KY7		\$ 28,500	Richmond	Q63FZNTJ3M34	\$ 13,000	\$ 22,500
Davie	L8WBGLHZV239	\$ 13,000	\$ 24,400	Robeson	LKBEJQFLAAK5		
Duplin	K2N4GK5262K3	\$ 13,000	\$ 22,500	Rockingham	KGCCCHJJZ243		
Durham	L35BA6U2HLM7		\$ 9,500	Rowan	GCB7UCV96NW6	\$ 13,000	\$ 22,500
Edgecombe	MAN4LX44AD17		\$ 4,180	Sampson	WRT9CSK1K3Y5	\$	7,030
Foothills	NGTEF2MQ8LL4		\$ 31,160	Scotland	FNVTUQGGCHM5		
Forsyth	V6BGVQ57YPY5		\$ 24,890	Stanly	U86MZUYPL7C5	\$	4,940
Franklin	FFKTRQCNN143			Stokes	W41TRA3NUN51	\$	6,270
Gaston	QKY9RBA8D5J6	\$	24,700	Surry	FMWCTM24C9J8	\$	28,500
Graham	L8MAVKQJTYN7	\$	5,320	Swain	TAE3M92L4QR4	\$	
Granv-Vance	MGQ3KK22E3B3			Toe River	JUA6GAUQ9UM1	\$	7,980
Greene	VCU5LD71N9U3	\$	5,320	Transylvania	W51VGHGM8945	\$	4,750
Guilford	YBEQWGFJPMJ3			Union	LHMKBD4AGR35	\$	9,500
Hallfax	MRL8MYNJ33Y5			Wake	FTJ2WJPLWMJ3	\$ 13,000	\$ 60,500
Harnett	JBD0D9V418X7			Warren	TLNAUSCNHSU5	\$	4,750
Haywood	DQHZEAV9565	\$	5,130	Wayne	DACFHCLQKMS1	\$	26,600
Henderson	TG5ARB1JLFQ5	\$	11,400	Wilkes	M14KKHY2NHR3	\$ 13,000	\$ 23,830
Hoke	C1GWSADARX51	\$	8,360	Wilson	ME2DJHMYW655	\$ 13,000	\$ 23,450
Hyde	T2RSYN36NN64	\$	4,940	Yadkin	PLCOT7JFABB1		
Iredell	XTNRLKJLA459			Yancey	M45JKA9AKVEZ8	\$	2,850

UEI = Unique Entity Identifier

Federal Award Reporting Requirements for Pass-Through Agencies, 2 CFR § 200.331

OPH 06-23-23 (a)

Subtotals: \$ 104,000 \$ 716,560

Subtotals: \$ 91,000 \$ 350,420

Totals for all columns: \$ 195,000 \$ 1,066,980

Activity 462	AA	1320 3100 D7	Total Allocated	1320 3100 D7	Total Allocated	1320 3100 D7	Total Allocated	1320 3355 04	Total Allocated	1320 5555 00	Total Allocated	1320 5559 00	Total Allocated	Proposed Total	New Total
Service Period		07/01-06/31		07/02-06/31		07/01-06/31		06/01-06/31		06/01-06/31		06/01-06/31			
Payment Period		08/01-06/30		08/02-06/30		02/01-06/30		07/01-06/30		07/01-06/30		07/01-06/30			
01 Alamance		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
01 Albemarle		0	\$41,430.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$32,165.00	0	\$650.00	0	85,165
02 Alexander		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
04 Anson		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
02 Applegate		0	\$9,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$6,755.00	0	\$325.00	0	16,575
07 Beaufort		0	\$18,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$13,500.00	0	\$325.00	0	32,825
08 Bladen		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
10 Brunswick		0	\$39,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$27,000.00	0	\$650.00	0	65,650
11 Buncombe		0	\$120,623.00	0	\$0.00	0	\$0.00	0	\$91,358.00	0	\$68,830.00	0	\$160.00	0	269,760
12 Burke		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
12 Cabernus	3	0	\$38,550.00	0	\$0.00	13,000	\$0.00	0	\$0.00	0	\$20,250.00	0	\$450.00	13,000	62,400
14 Caldwell	3	0	\$19,000.00	0	\$0.00	13,000	\$0.00	0	\$0.00	0	\$13,500.00	0	\$325.00	13,000	45,825
16 Carteret	3	0	\$11,400.00	0	\$0.00	13,000	\$0.00	0	\$0.00	0	\$8,100.00	0	\$225.00	13,000	32,825
17 Caswell		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
18 Catawba	3	0	\$21,900.00	0	\$0.00	13,000	\$0.00	0	\$0.00	0	\$16,500.00	0	\$325.00	0	0
19 Chatham		0	\$7,800.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$6,150.00	0	\$325.00	13,000	52,325
22 Cherokee		0	\$6,755.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$4,890.00	0	\$325.00	0	10,075
22 Clay		0	\$7,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$4,890.00	0	\$325.00	0	12,350
23 Cleveland	3	0	\$22,800.00	0	\$0.00	13,000	\$0.00	0	\$0.00	0	\$16,350.00	0	\$325.00	13,000	52,325
24 Columbus		0	\$8,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$6,345.00	0	\$325.00	0	15,800
25 Craven		0	\$15,300.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$10,800.00	0	\$325.00	0	26,325
26 Cumberland	3	0	\$30,500.00	0	\$0.00	13,000	\$0.00	0	\$0.00	0	\$14,550.00	0	\$325.00	13,000	49,675
28 Dare		0	\$17,100.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$12,100.00	0	\$325.00	0	28,575
29 Davidson		0	\$39,300.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$30,250.00	0	\$650.00	0	49,400
30 Davie	3	0	\$11,400.00	0	\$0.00	13,000	\$0.00	0	\$0.00	0	\$8,100.00	0	\$325.00	13,000	32,825
31 Duplin	2	0	\$5,500.00	0	\$0.00	13,000	\$0.00	0	\$0.00	0	\$6,750.00	0	\$325.00	13,000	29,575
32 Durham		0	\$9,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$6,750.00	0	\$325.00	0	16,575
32 Edgecombe		0	\$4,100.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$2,870.00	0	\$325.00	0	7,475
07 Foothills		0	\$31,100.00	0	\$0.00	0	\$0.00	0	\$17,610.00	0	\$12,140.00	0	\$650.00	0	81,575
34 Forsyth		0	\$34,890.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$17,580.00	0	\$650.00	0	43,225
35 Franklin		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
35 Gaston		0	\$24,700.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$17,580.00	0	\$650.00	0	43,225
38 Graham		0	\$5,320.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$12,550.00	0	\$325.00	0	42,575
03 Gran-Vance		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$3,740.00	0	\$325.00	0	8,435
40 Greens		0	\$5,320.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$2.00	0	\$0.00	0	0
41 Guilford		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$3,740.00	0	\$325.00	0	9,425
42 Halifax		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
43 Hertford		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
44 Haywood		0	\$3,330.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$1,845.00	0	\$325.00	0	9,100
46 Henderson		0	\$11,400.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$8,550.00	0	\$325.00	0	19,825
47 Hoke		0	\$5,310.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$5,940.00	0	\$325.00	0	14,625
48 Hyde		0	\$4,840.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$3,330.00	0	\$325.00	0	8,775
43 Iredell		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
50 Jackson		0	\$13,300.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$9,450.00	0	\$325.00	0	23,075
51 Johnston		0	\$29,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$20,250.00	0	\$650.00	0	49,400
52 Jones		0	\$4,370.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$3,195.00	0	\$325.00	0	7,800
53 Lee		0	\$4,750.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$3,375.00	0	\$325.00	0	8,450
54 Lenoir		0	\$7,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$5,575.00	0	\$325.00	0	13,575
56 Lincoln		0	\$17,100.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$12,150.00	0	\$650.00	0	26,900
58 Macon		0	\$11,400.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$8,100.00	0	\$325.00	0	19,825
57 Madison	2	0	\$5,800.00	0	\$0.00	13,000	\$0.00	0	\$0.00	0	\$7,025.00	0	\$325.00	13,000	30,225
04 M-T-W		0	\$5,320.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$3,345.00	0	\$325.00	0	15,600
60 Mecklenburg		0	\$72,150.00	0	\$0.00	0	\$0.00	0	\$55,350.00	0	\$31,575.00	0	\$650.00	0	181,025
62 Montgomery		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
63 Moore		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
64 Nash		0	\$73,420.00	0	\$0.00	0	\$0.00	0	\$6,750.00	0	\$13,870.00	0	\$650.00	0	48,750
55 New Hanover		0	\$11,400.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$8,550.00	0	\$325.00	0	19,825
56 Northampton		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
67 Onslow	2	0	\$12,500.00	0	\$0.00	13,000	\$0.00	0	\$0.00	0	\$9,775.00	0	\$325.00	13,000	34,450
68 Orange		0	\$6,550.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$5,075.00	0	\$325.00	0	14,950
69 Pamlico		0	\$5,840.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$4,400.00	0	\$325.00	0	12,825
71 Pender		0	\$5,550.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$4,725.00	0	\$325.00	0	11,700
73 Person		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
74 Pitt		0	\$20,900.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$14,850.00	0	\$650.00	0	36,400
75 Polk		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
76 Randolph		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
77 Richmond	3	0	\$5,500.00	0	\$0.00	13,000	\$0.00	0	\$0.00	0	\$4,750.00	0	\$325.00	13,000	29,575
78 Robeson		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
79 Rockingham		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
80 Rowan	2	0	\$5,500.00	0	\$0.00	13,000	\$0.00	0	\$0.00	0	\$4,750.00	0	\$325.00	13,000	29,575

12/22/22, 1:35 PM

WicGridPrint

82 Sampson		0	\$7,630.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$4,945.00	0	\$325.00	0	12,365.00
83 Scotland		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
84 Stanly		0	\$4,940.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$3,536.00	0	\$325.00	0	8,775.00
85 Stokes		0	\$5,373.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$4,435.00	0	\$325.00	0	11,050.00
86 Surry		0	\$28,502.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$20,355.00	0	\$400.00	0	48,400.00
87 Swain		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
88 Toe River		0	\$7,580.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$5,870.00	0	\$325.00	0	13,875.00
89 Transylvania		0	\$4,780.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$3,775.00	0	\$325.00	0	8,450.00
90 Union		0	\$1,600.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$4,780.00	0	\$325.00	0	56,575.00
92 Wake	4	0	\$47,500.00	0	\$0.00	13,000	\$0.00	0	\$43,875.00	0	\$33,750.00	0	\$650.00	13,000	136,775.00
93 Warren		0	\$4,780.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$3,375.00	0	\$325.00	0	8,450.00
95 Wayne		0	\$25,600.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$18,800.00	0	\$650.00	0	45,150.00
97 Wilkes	2	0	\$10,830.00	0	\$0.00	13,000	\$0.00	0	\$0.00	0	\$7,630.00	0	\$325.00	13,000	31,850.00
98 Wilson	2	0	\$10,430.00	0	\$0.00	13,000	\$0.00	0	\$0.00	0	\$7,425.00	0	\$325.00	13,000	31,200.00
99 Yadkin		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
00 Yancey		0	\$2,850.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$2,025.00	0	\$325.00	0	4,975.00
Totals		0	1,071,680	0	0	155,000	0	0	151,750	0	761,670	0	25,025	195,000	2,249,425.00

Sign and Date - DPH Program Administrator	Sign and Date - DPH Section Chief
<i>Sherry Wright</i> 12/22/2022	<i>Sherry Wright</i> 12/22/2022
Sign and Date - DPH Budget Officer - ATC Coordinator	Sign and Date - DPH Budget Officer
<i>Sam Huggins</i> 12/22/22	<i>S. Huggins</i> 12/22/2022

PM 12-22-22

- Increase the number of BCCCP clients enrolled and served. Our BCCCP client numbers have increased since partnering with the Community Care Clinic. We have already served more than half of the clients allowed for the current year. Our goal with the assistance of the mobile mammogram bus is to increase our allowable of 50 BCCCP clients for the fiscal year to 75 clients (serving an additional 25 BCCCP clients).
- Purchase educational materials. Educational materials are important for clients to understand the necessity for screenings. In addition to the BCCCP materials supplied by the program, we plan to purchase other useful materials. The materials include "Guide to Breast Self-Exam Punch-Out Reminder Shower Cards" (bilingual with personalization) and "What Everyone Should Know About Breast Cancer in Women as Well as in Men Pocket Pal" (with personalization). The additional educational resources will also serve as advertisement with the personalization of the RCHD logo.
- Support additional Provider/RN staff time due to increased BCCCP screening visits and follow-ups for abnormal results. Funding will contribute to supporting staff time spent accessing records, calling clients with results, assisting clients with completion of required paperwork, and tracking reminder postcards.
- Implement reminder postcards. Reminder postcards is an evidenced-based intervention proven to lower client no-show rates. Reminder postcards will be purchased and mailed to clients prior to their scheduled appointments.
- Implement patient reminder calls the day prior to the appointment (as a secondary reminder after the postcard) to further decrease no-show rates. Clients missing appointments leads to additional staff time contacting clients to reschedule. Missed and rescheduled appointments lead to a skewed view of needed appointment slots. Reminder calls and rescheduling takes additional staff time.

Funding Amounts:

Mobile mammogram bus (every other month on-site in 2023)	\$0	100% - Physical Fee
Enrollment of additional women in BCCCP (25 clients x \$325)	\$8,125	40% - Lab Fee
Educational materials: personalized		
2,500: Breast Self-Exam Punch-Out Shower cards (bilingual)	\$1,500	Ed. Mater.
2,500: Breast Cancer Pocket Pal	\$800	Ed. Mater.
Increased Provider/RN staffing support for additional BCCCP visits and forms	\$1,750	STF
Reminder postcards (1,000 fold over postcards)	\$415	Print
Patient reminder calls and sending postcards (staff time)	\$410	STF
TOTAL	\$13,000	

Printing - 415
Ed Materials

100% - Physical Fee
40% - Lab Fee
100% - Ed. Mater.
STF
Print

1,750
410
2,160

Supportive Services Plan – BCCCP Funding

Rowan County Health Department

Our goal is to reduce the morbidity and mortality due to breast and cervical cancers in women by providing breast and cervical cancer screening, diagnostic services, and patient navigation services for eligible underserved women of North Carolina.

Description: The Rowan County Health Department (RCHD) strives to get clients connected with healthcare services. Breast and cervical cancer screenings are important for health promotion. According to the *452 Breast and Cervical Cancer Agreement Addendum*, "follow-up of an abnormal screening test must be completed within 60 days of the client's screening visit for breast cancer and/or cervical cancer screening." Our screening and diagnostic mammograms are performed through Novant Health Rowan Regional Medical Center and Novant Health Imaging Julian Road. When calling to schedule mammograms, Novant Health is scheduling out 3 months. After waiting for 3 months, the client no-show rates increase because clients have forgotten about the appointment. When the client no-shows, our Referral Coordinator calls them to reschedule the appointment which is usually months out again. This issue causes a disruption to our BCCCP services, increases no-show rates, and forces our follow-ups to be outside of the required 60-day follow-up for some abnormal screenings.

Outreach and Referral Process: RCHD has partnered with the Community Care Clinic (CCC) in Salisbury to reach more potential BCCCP clients. The CCC is a free clinic providing healthcare to low-income, uninsured persons in the community. CCC refers eligible BCCCP clients to RCHD for breast and cervical cancer screenings using the NCCARE 360 platform. The partnership helps RCHD increase client access to needed BCCCP services. RCHD recently hired a Referral Coordinator to manage referrals and schedule client services. When a client comes in for a BCCCP visit, the Referral Coordinator schedules the client for either a screening or diagnostic mammogram. The provider performs the Pap Test at the visit if due. If the Pap Test results are abnormal, the Referral Coordinator will also schedule or connect the client with Carolina Women's Health Associates (CWAHA) for a colposcopy. RCHD has contracted directly with CWAHA to allow uninsured clients to receive a discounted rate for colposcopies. The CWAHA partnership ensures all clients have affordable access to care despite income and insurance. The Referral Coordinator follow-ups to ensure clients attended scheduled appointments and closes the referral loop or calls the client to reschedule if necessary.

Formal Partnerships: RCHD has formal partnerships with the Community Care Clinic and Carolina Women's Health Associates. The partnerships help serve the low-income population and provide continuity of care between providers. The continuity of care increases client access and follow-up for screenings and healthcare services.

Use of Additional Funding: The one-time funding of an additional \$13,000 would allow RCHD to support and increase breast and cervical cancer (BCCCP) services by:

- Conduct mobile mammogram screening events in the RCHD parking lot every other month beginning January 27, 2023. Our facility is located on the city bus route, by hosting the mobile mammogram events at RCHD, we will increase client access to screening mammogram appointments (minimum of 10 clients must be scheduled on the bus, with a maximum of 25 clients). The mobile events will increase available appointments at the service sites at Novant Health leading to more appointments open for diagnostic mammograms.





BA-07-536 - BOC 02-06

Final Audit Report

2023-01-24

Created:	2023-01-24
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZMbQUgVg_W82d7RVIZ-ab12hOV3XqEXH

"BA-07-536 - BOC 02-06" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-01-24 - 5:47:41 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-01-24 - 5:48:20 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-01-24 - 10:13:31 PM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.
2023-01-24 - 10:13:31 PM GMT



Adobe Acrobat Sign

Rowan County

G/L ACCOUNT - MASTER INQUIRY

proj. acct # 20900-500-595605-512

Org code: 7354119 AMERICAN RESCUE PLAN EXPENSES
Object code: 595605 TRANSFER TO 605
Project code:

Type: E
Status: A
Budgetary: Y

Fund 7030 AMERICAN RESCUE PLAN
Function 41 GENERAL GOVERNMENT
Sub Function 4100 OTHER GENERAL GOVERNMENT
Department 4112 GENERAL GOVERNMENT
Division 4119 AMERICAN RESCUE PLAN
Program 0000 NON PROGRAM
Activity 000 NON ACTIVITY
Type 5 EXPENDITURES

Full description: CLEAN WATER
Reference Acct:

Short desc: TRS TO 605
Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	.00	.00

CURRENT YEAR TOTAL AMOUNTS		
Actual (Memo)	.00	Original Budget
Encumbrances	.00	Budget Tranfr In
Requisitions	.00	Budget Tranfr Out
Total	.00	Carry Fwd Budget
Available Budget	.00	Carry Fwd Bud Tfr
Percent Used	.00	Revised Budget
Inceptn to SOY	.00	Inceptn Orig Bud
		Inceptn Revsd Bud
Encumb-Last Yr	.00	DEPARTMENT
Actual-Last Yr	.00	MANAGER
Estim-Actual	.00	PRESENT
	.00	COMMISSION
		APPROVED

increase 1.5 mill

Rowan County

MINUS

G/L ACCOUNT - MASTER INQUIRY

PER	ACTUAL	LAST YEAR MONTHLY AMOUNTS	
		ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	.00
02	.00	.00	.00
03	.00	.00	.00
04	.00	.00	.00
05	.00	.00	.00
06	.00	.00	.00
07	.00	.00	.00
08	.00	.00	.00
09	.00	.00	.00
10	.00	.00	.00
11	.00	.00	.00
12	.00	.00	.00
13	.00	.00	.00
Tot:	.00	.00	.00

----- PRIOR YEARS TOTAL AMOUNTS -----			
2022 Actual	.00	2022 Orig Budget	.00
2022 Closed @ YE	.00	2022 Bud Tfr In	.00
2022 Encumbrance	.00	2022 Bud Tfr Out	.00
2022 Memo Bal	.00	2022 C Fwd Budget	.00
2021 Actual	.00	2022 Revsd Budget	.00
2020 Actual	.00		
2019 Actual	.00	2021 Orig Budget	.00
2018 Actual	.00	2021 Revsd Budget	.00
2017 Actual	.00	2020 Orig Budget	.00
2016 Actual	.00	2020 Revsd Budget	.00
2015 Actual	.00		
2014 Actual	.00	2022	0.00
2013 Actual	.00	2021	0.00
		2020	0.00

----- FUTURE YEAR AMOUNTS -----			
PER	2024 BUDGET		BUDGET
00	.00	2024 DEPARTMENT	.00
01	.00	2024 MANAGER	.00
02	.00	2024 PRESENT	.00
03	.00	2024 COMMISSION	.00
04	.00	2024 APPROVED	.00
05	.00	2024 Revised	.00
06	.00	2025 Estimate	.00
07	.00	2026 Estimate	.00
08	.00	2027 Estimate	.00
09	.00	2028 Estimate	.00
10	.00		
11	.00	2024 Memo Bal	.00
12	.00	2024 Encumbrance	.00
13	.00	2024 Requisition	.00
Tot:	.00		

----- ACCOUNT NOTES -----

** END OF REPORT - Generated by Teresa F. Sharpless **

Rowan County



G/L ACCOUNT - MASTER INQUIRY * No project string attached to GL account

Org code: 7354119 AMERICAN RESCUE PLAN EXPENSES Type: E
Object code: 595603 TRANSFER TO 603 Status: A
Project code: Budgetary: Y

Fund 7030 AMERICAN RESCUE PLAN
Function 41 GENERAL GOVERNMENT
Sub Function 4100 OTHER GENERAL GOVERNMENT
Department 4112 GENERAL GOVERNMENT
Division 4119 AMERICAN RESCUE PLAN
Program 0000 NON PROGRAM
Activity 000 NON ACTIVITY
Type 5 EXPENDITURES

Full description: TRANSFER TO 603 Short desc: TRF TO 603
Reference Acct: Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	1,500,000.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	.00	1,500,000.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	.00	Original Budget	1,500,000.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	.00	Carry Fwd Budget	.00
Available Budget	1,500,000.00	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	1,500,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	1,500,000.00	PRESENT	1,500,000.00
.00		COMMISSION	.00
		APPROVED	1,500,000.00

decrease 1.5 mill

G/L ACCOUNT - MASTER INQUIRY

PER	ACTUAL	LAST YEAR MONTHLY AMOUNTS	
		ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	.00
02	.00	.00	.00
03	.00	.00	.00
04	.00	.00	.00
05	.00	.00	.00
06	.00	.00	.00
07	.00	.00	.00
08	.00	.00	.00
09	.00	.00	.00
10	.00	.00	.00
11	.00	.00	.00
12	.00	.00	.00
13	.00	.00	.00
Tot:	.00	.00	.00

----- PRIOR YEARS TOTAL AMOUNTS -----		
2022 Actual	.00	2022 Orig Budget .00
2022 Closed @ YE	.00	2022 Bud Tfr In .00
2022 Encumbrance	.00	2022 Bud Tfr Out .00
2022 Memo Bal	.00	2022 C Fwd Budget .00
2021 Actual	.00	2022 Revsd Budget .00
2020 Actual	.00	
2019 Actual	.00	2021 Orig Budget .00
2018 Actual	.00	2021 Revsd Budget .00
2017 Actual	.00	2020 Orig Budget .00
2016 Actual	.00	2020 Revsd Budget .00
2015 Actual	.00	
2014 Actual	.00	2022 0.00
2013 Actual	.00	2021 0.00
		2020 0.00

----- FUTURE YEAR AMOUNTS -----			
PER	2024 BUDGET	BUDGET	
00	.00	2024 DEPARTMENT	.00
01	.00	2024 MANAGER	.00
02	.00	2024 PRESENT	.00
03	.00	2024 COMMISSION	.00
04	.00	2024 APPROVED	.00
05	.00	2024 Revised	.00
06	.00	2025 Estimate	.00
07	.00	2026 Estimate	.00
08	.00	2027 Estimate	.00
09	.00	2028 Estimate	.00
10	.00		
11	.00	2024 Memo Bal	.00
12	.00	2024 Encumbrance	.00
13	.00	2024 Requisition	.00
Tot:	.00		

----- ACCOUNT NOTES -----

** END OF REPORT - Generated by Teresa F. Sharpless **

Sharpless, Teresa F.

From: Bevis, Lisa F.
Sent: Wednesday, January 25, 2023 8:18 AM
To: Odell, Mitzi C; Sharpless, Teresa F.
Cc: Bumgarner, Anna R
Subject: RE: BA Needed 62K for Fund 22 - Motorola Service Agreement

Mitzi,
Please let me know when the BA has posted and I will transfer funds.
Thanks.
Lisa

From: Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>
Sent: Tuesday, January 24, 2023 10:56 AM
To: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Cc: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>; Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Subject: BA Needed 62K for Fund 22 - Motorola Service Agreement

Good morning. Can you please do a BA for fund 22 for account 2254215-534030? We need to increase that expense account and decrease the fund balance account 22-395000. The amount is for \$62,000.00. We had a meeting with TJ, Allen, Lisa, etc. this morning and need to get this BA completed to enter their Motorola contract.

Increase 2254215-534030	62,000
Decrease Fund Balance 22-395000	62,000

JS Increase FB 2244215-495010

I figure this will need to go to the BOC so wanted to get it in as soon as possible. I have attached the service agreement for backup for this BA as well.

Please let me know if you have any questions or concerns.

Thanks in advance.

Mitzi

**ROWAN
COUNTY**

NORTH CAROLINA

Be an original.

Mitzi O'Dell | Accountant II
Rowan County Finance Department
130 W. Innes Street, Salisbury, NC 28144
[p] 704-216-8109
www.rowancountync.gov





BA-07-641 - BOC 02-06

Final Audit Report

2023-01-25

Created:	2023-01-25
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz8SZRFyxS7zZpGI-AwJxSnVLN1YEyettL

"BA-07-641 - BOC 02-06" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-01-25 - 2:46:37 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-01-25 - 2:47:55 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-01-25 - 3:13:55 PM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.
2023-01-25 - 3:13:55 PM GMT



Adobe Acrobat Sign

DEPARTMENTAL REQUEST FOR BUDGET ACTION

To transfer funds to Health Dept Elevate Salaries that was missed in original budget

1/25/2023

[illegible]

Sharpless, Teresa F.

From: Bevis, Lisa F
Sent: Wednesday, January 25, 2023 8:02 AM
To: Sharpless, Teresa F.
Cc: Aldridge, Karla L
Subject: RE: 1155240-510005-52421

Thank you Teresa. Can you prepare a BA increasing the salaries account by 12,365 and decreasing the account that Anna mentions as contingency, please?

Please let Karla know when it is good to use.

Thanks.

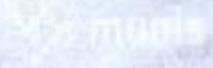
Lisa

From: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Sent: Tuesday, January 24, 2023 5:22 PM
To: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Cc: Aldridge, Karla L <Karla.Aldridge@rowancountync.gov>
Subject: RE: 1155240-510005-52421

I did a search for that amount in all the Health Dept accounts and I didn't find anything. I also looked at everything budgeted to proj 52421 and the approved total was -12,365 so I am guessing it was missed somehow in entry?

Hi Teresa,
Can you help Karla and I find an original FY23 budget number in the amount of \$12,265, please? It should have been budgeted in the account above but it did not show up there. Wondering where it could have gone?
Thanks,
Lisa

Rowan County



G/L ACCOUNT - MASTER INQUIRY

Org code: 1155240 HEALTH PROMOTION EXPENSES
 Object code: 510005 SALARIES-REGULAR
 Project code: 52421 HD - ELEVATE

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5123 ADULT HEALTH
 Department 5100 HEALTH DEPARTMENT
 Division 5130 ALLIED HEALTH
 Program 5240 HEALTH PROMOTION
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES
 Project 52421 HD - ELEVATE

Full description: SALARIES-REGULAR - ELEVATE
 Reference Acct:

Short desc: SAL-REG
 Auto-encumber? (Y/N) N

PER	CURRENT YEAR MONTHLY AMOUNTS			BUDGET
	ACTUAL	ENCUMBRANCE	BUD TRANSFER	
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	.00	.00

CURRENT YEAR TOTAL AMOUNTS		
Actual (Memo)	.00	Original Budget
Encumbrances	.00	Budget Tranfr In
Requisitions	.00	Budget Tranfr Out
Total	.00	Carry Fwd Budget
Available Budget	.00	Carry Fwd Bud Tfr
Percent Used	.00	Revised Budget
Inceptn to SOY	.00	Inceptn Orig Bud
		Inceptn Revsd Bud
Encumb-Last Yr	.00	DEPARTMENT
Actual-Last Yr	.00	MANAGER
Estim-Actual	.00	PRESENT
	.00	COMMISSION
		APPROVED

increase 12,365

Rowan County

miles

G/L ACCOUNT - MASTER INQUIRY

Org code: 1154112 GENERAL GOVERNMENT EXPENSES
Object code: 532017 CONSULTING SERVICES
Project code:

Type: E
Status: A
Budgetary: Y

Fund 1010 GENERAL FUND
Function 41 GENERAL GOVERNMENT
Sub Function 4100 OTHER GENERAL GOVERNMENT
Department 4112 GENERAL GOVERNMENT
Division 0000 NON DIVISION
Program 0000 NON PROGRAM
Activity 000 NON ACTIVITY
Type 5 EXPENDITURES

Full description: CONSULTING SERVICES
Reference Acct:

Short desc: CONSULTING
Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	47,453.84	41,616.59	191,616.59
02	.00	20,000.00	440,181.00	440,181.00
03	17,325.18	-17,325.19	-106,376.59	-106,376.59
04	553.82	-553.82	-4,296.00	-4,296.00
05	.00	.00	.00	.00
06	4,057.50	-2,057.50	.00	.00
07	15,400.00	-15,400.00	-106,672.00	-106,672.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	37,336.50	32,117.33	264,453.00	414,453.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	37,336.50	Original Budget	150,000.00
Encumbrances	32,117.33	Budget Tranfr In	442,507.00
Requisitions	.00	Budget Tranfr Out	-219,670.59
Total	69,453.83	Carry Fwd Budget	41,616.59
Available Budget	344,999.17	Carry Fwd Bud Tfr	.00
Percent Used	16.76	Revised Budget	414,453.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	41,616.59	DEPARTMENT	150,000.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	600,037.59	PRESENT	150,000.00
	.00	COMMISSION	.00
		APPROVED	150,000.00

decrease 12,365

BA-07-655 - BOC 02-06

Final Audit Report

2023-01-26

Created:	2023-01-25
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVR_kUri1BryRlvAroNd7W7QquRbgTkhd

"BA-07-655 - BOC 02-06" History



Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)

2023-01-25 - 4:24:29 PM GMT - IP address: 24.123.188.14



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2023-01-25 - 4:25:13 PM GMT



Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)

Signature Date: 2023-01-26 - 2:46:51 AM GMT - Time Source: server- IP address: 24.123.188.14



Agreement completed.

2023-01-26 - 2:46:51 AM GMT



Adobe Acrobat Sign

Sharpless, Teresa F.

From: Odell, Mitzi C
Sent: Monday, January 23, 2023 5:34 PM
To: Sharpless, Teresa F.
Cc: Bumgarner, Anna R; Bevis, Lisa F
Subject: BA Needed for 1154371-533000

Good afternoon. We need a BA completed for the account above for \$94,367.23.

At the end of last year, DHHS changed and started billing quarterly for the Ambulance PAP (public ambulance provider) information. Usually all would be through the Medicaid Cost Report. Now they are billing quarterly since they have switched to the managed care in addition to the Medicaid plan. The quarterly payments annualized will be \$76,956.16. In addition, FY22 Q4 will also need to be added because we only had accrued for the annualized information we had from a couple of invoices which were a lot less. FY22Q4 invoice is \$17,411.07. Therefore, we need a BA for a total of \$94,367.23 completed to cover these costs.

Please let me know if you have any questions.

Thanks in advance.

Mitzi



Be an original.

Mitzi O'Dell | Accountant II
Rowan County Finance Department
130 W. Innes Street, Salisbury, NC 28144
[p] 704-216-8109
www.rowancountync.gov

Rowan County

G/L ACCOUNT - MASTER INQUIRY

Org code: 1144371 EMS DIVISION REVENUE
Object code: 453101 AMBULANCE FEES
Project code:

Type: R
Status: A
Budgetary: Y

Fund 1010 GENERAL FUND
Function 42 PUBLIC SAFETY
Sub Function 4243 RESCUE UNITS
Department 4330 EMERGENCY SERVICES
Division 4371 EMS DIVISION
Program 0000 NON PROGRAM
Activity 000 NON ACTIVITY
Type 4 REVENUES

Full description: AMBULANCE FEES
Reference Acct:

Short desc: AMBUL FEES

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-223,205.71	.00	.00	-4,800,000.00
02	-434,794.22	.00	.00	.00
03	-310,098.08	.00	.00	.00
04	-421,326.78	.00	.00	.00
05	-1,667,248.42	.00	.00	.00
06	-451,937.09	.00	.00	.00
07	-311,830.50	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-3,820,440.80	.00	.00	-4,800,000.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	-3,842,215.01	Original Budget	-4,800,000.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-3,842,215.01	Carry Fwd Budget	.00
Available Budget	-957,784.99	Carry Fwd Bud Tfr	.00
Percent Used	80.05	Revised Budget	-4,800,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	-4,800,000.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	-4,800,000.00	PRESENT	-4,800,000.00
	.00	COMMISSION	.00
		APPROVED	-4,800,000.00

increase 95,000

Rowan County

G/L ACCOUNT - MASTER INQUIRY

PER	ACTUAL	LAST YEAR MONTHLY AMOUNTS ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	-256,411.63	.00	-4,800,000.00
02	-359,741.01	.00	.00
03	-254,374.29	.00	.00
04	-376,436.16	.00	.00
05	-303,375.29	.00	.00
06	-371,405.14	.00	.00
07	-268,858.44	.00	.00
08	-354,233.05	.00	.00
09	-401,276.80	.00	.00
10	-283,893.98	.00	.00
11	-568,074.29	.00	-50,000.00
12	-347,569.71	.00	.00
13	-830,617.67	.00	.00
Tot:	-4,976,267.46	.00	-4,850,000.00

----- PRIOR YEARS TOTAL AMOUNTS -----	
2022 Actual	-4,976,267.46
2022 Closed @ YE	-4,976,267.46
2022 Encumbrance	.00
2022 Memo Bal	-4,976,267.46
2021 Actual	-5,182,205.12
2020 Actual	-5,024,945.49
2019 Actual	-4,447,860.19
2018 Actual	-5,094,084.51
2017 Actual	-4,895,842.71
2016 Actual	-3,846,392.67
2015 Actual	-3,334,373.06
2014 Actual	-3,536,849.17
2013 Actual	-3,544,002.59
2022 Orig Budget	-4,800,000.00
2022 Bud Tfr In	-50,000.00
2022 Bud Tfr Out	.00
2022 C Fwd Budget	.00
2022 Revsd Budget	-4,850,000.00
2021 Orig Budget	-4,800,000.00
2021 Revsd Budget	-4,800,000.00
2020 Orig Budget	-4,500,000.00
2020 Revsd Budget	-4,500,000.00
2022	0.00
2021	0.00
2020	0.00

----- FUTURE YEAR AMOUNTS -----		
PER	2024 BUDGET	BUDGET
00	.00	.00
01	.00	.00
02	.00	.00
03	.00	.00
04	.00	.00
05	.00	.00
06	.00	.00
07	.00	.00
08	.00	.00
09	.00	.00
10	.00	.00
11	.00	.00
12	.00	.00
13	.00	.00
Tot:	.00	.00

ACCOUNT NOTES

*** END OF REPORT - Generated by Teresa F. Sharpless ***

Rowan County

G/L ACCOUNT - MASTER INQUIRY

Org code: 1154371 EMS DIVISION EXPENDITURES
 Object code: 533000 OTHER PROFESSIONAL SERVICES
 Project code:

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 42 PUBLIC SAFETY
 Sub Function 4243 RESCUE UNITS
 Department 4330 EMERGENCY SERVICES
 Division 4371 EMS DIVISION
 Program 0000 NON PROGRAM
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES

Full description: OTHER PROFESSIONAL SERVICES
 Reference Acct:

Short desc: OT PROF SE
 Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	21,443.00	.00	.00	21,500.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	21,443.00	.00	.00	21,500.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	21,443.00	Original Budget	21,500.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	21,443.00	Carry Fwd Budget	.00
Available Budget	57.00	Carry Fwd Bud Tfr	.00
Percent Used	99.73	Revised Budget	21,500.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	14,000.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	21,500.00	PRESENT	21,500.00
	.00	COMMISSION	.00
		APPROVED	21,500.00

increase 95,000

Rowan County

G/L ACCOUNT - MASTER INQUIRY

PER	ACTUAL	LAST YEAR MONTHLY AMOUNTS	
		ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	14,000.00
02	.00	.00	6,000.00
03	.00	.00	.00
04	.00	.00	.00
05	19,663.00	.00	.00
06	.00	.00	.00
07	.00	.00	.00
08	.00	.00	.00
09	.00	.00	.00
10	.00	.00	.00
11	.00	.00	.00
12	.00	.00	.00
13	32,865.62	.00	.00
Tot:	52,528.62	.00	20,000.00

PRIOR YEARS		TOTAL AMOUNTS	
2022 Actual	52,528.62	2022 Orig Budget	14,000.00
2022 Closed @ YE	52,528.62	2022 Bud Tfr In	6,000.00
2022 Encumbrance	.00	2022 Bud Tfr Out	.00
2022 Memo Bal	52,528.62	2022 C Fwd Budget	.00
2021 Actual	.00	2022 Revsd Budget	20,000.00
2020 Actual	15,591.00		
2019 Actual	16,005.64	2021 Orig Budget	14,000.00
2018 Actual	13,555.00	2021 Revsd Budget	14,000.00
2017 Actual	13,029.00	2020 Orig Budget	14,000.00
2016 Actual	13,519.00	2020 Revsd Budget	15,591.00
2015 Actual	13,140.00		
2014 Actual	10,851.00	2022	0.00
2013 Actual	10,686.00	2021	0.00
		2020	0.00

FUTURE YEAR AMOUNTS	
PER	2024 BUDGET
00	.00
01	.00
02	.00
03	.00
04	.00
05	.00
06	.00
07	.00
08	.00
09	.00
10	.00
11	.00
12	.00
13	.00
Tot:	.00

BUDGET	
2024 DEPARTMENT	.00
2024 MANAGER	.00
2024 PRESENT	.00
2024 COMMISSION	.00
2024 APPROVED	.00
2024 Revised	.00
2025 Estimate	.00
2026 Estimate	.00
2027 Estimate	.00
2028 Estimate	.00
2024 Memo Bal	.00
2024 Encumbrance	.00
2024 Requisition	.00

ACCOUNT NOTES

** END OF REPORT - Generated by Teresa F. Sharpless **





BA-07-668 - BOC 02-06

Final Audit Report

2023-01-26

Created:	2023-01-25
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApDMT6yzC8e_t_qSo209MPQpwZODsFbfF

"BA-07-668 - BOC 02-06" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
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-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-01-25 - 6:18:08 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-01-26 - 2:57:09 AM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.
2023-01-26 - 2:57:09 AM GMT



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Sarah Pack, Clerk to the Board
DATE: 2/6/23
SUBJECT: Closed Session

The Board is asked to convene in Closed Session pursuant to NCGS 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on January 17, 2023, as described by NCGS 143-318.10(e) providing that minutes or an account of a closed session may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session, and pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged, regarding a claim between the County and Mark and Rebecca DiRienzo.