ROWAN COUNTY COMMISSION AGENDA
August 16, 2021 - 6:00 PM

Join from a PC, Mac, iPad, iPhone or Android device:
https://bit.ly/rowanboc0816
Password: 081621

Or join by phone:
Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477

Webinar ID: 931 4581 0637

Password: 081621

Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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.

- Consider Approval of the Minutes: August 2, 2021

1 Consider Approval of Consent Agenda

A. Perkins First Amendment to Lease and Authorization for Repairs
B. Proclamation Recognizing August 21-28, 2021 As Creek Week in Rowan County
C. 120Water - Additional Pitcher Refill Cartridges for NEWS Customers
D. Contract Between DSS and The Relatives, Inc.
E. Contract Between DSS and Crossnore School and Childrens Home

F. Contract Between DSS and Primary Care Solutions
G. Bi-weekly Environmental Health Report
H. Contract Between DSS and Children's Homes of Iredell County
I. Contract Between DSS and Nazareth Child and Family Connection
J. Contract Between DSS and R-Care, Inc.
K. FY2021 Local Justice Assistance Grant Request to Apply
L. Schedule Quasi-judicial Hearing for SUP 02-21: Taylor Clay for September 7, 2021
M. Use of J. Newton Cohen, Sr. Room
N. Lisa's Hair Salon at West End Plaza - First Amendment to Lease
O. FY22 Agreement NCDOT Statewide Capital Grant
P. Request for Public Hearing FY23 Transit Grant Funding
Q. Rowan Transit System FY22 Updates
R. Martin Starnes Contract Modification
S. Airport Layout Plan - Public Safety Hangar
T. Contract Between Rowan County and State of NC Department of Agriculture and Consumer Studies
U. Tax Refunds for Approval
V. HOME Annual Agreement: Rowan County / City of Concord
W. Schedule September 7, 2021 Public Hearing: FY 19-20 HOME Funding Increase
X. Request to Post RFP for Project 25 (P25) Subscriber Units
Y. Purchase of Equipment and Upfit for 18 Sheriff's Office Vehicles
Z. FY21 Equitable Sharing Agreement and Certification
AA. Home & Community Care Block Grant Contract For FY 2022
AB. ARPA Budget Amendment

2 Special Recognition

A. Proclamation Honoring the Memory of Marine Private Henry Ellis

3 Public Comment Period

4 Public Hearing: Z 05-21 Reaper's Realm, LLC
5 Consider SNIA 05-21: WOB LLC
6 Space Needs Study for Health Department
7 ARPA Funding Request
8 Broadband Grant Project Update
9 Financial Reports
10 Budget Amendments
11 Adjournment

Individuals with disabilities who need modifications to access the services or public meetings of Rowan County Government may contact the Clerk to the Board of Commissioners three days prior to the meeting by calling (704) 216-8181 or by utilizing the North Carolina relay number at 1-800-735-2962 (English) or 1-888-825-6570 (Spanish). For additional communication options, please consult: https://relaync.com.

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:	Carolyn Barger, Clerk to the Board
DATE:	August 4, 2021
SUBJECT:	Consider Approval of the Minutes: August 2, 2021

ATTACHMENTS:

Description	Upload Date	Type
August 2, 2021 Minutes	8/4/2021	Cover Memo

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 704-216-8181 · Fax 704-216-8195

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS August 2, 2021 – 3:00 PM J. NEWTON COHEN, SR. ROOM J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney Jay Dees, Assistant County Manager/CIO Randy Cress and Finance Director James Howden were also present and/or participating remotely.

Chairman Edds convened the meeting at 3:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

- Chairman Edds added a request to the Consent Agenda to authorize the County Manager to move $5,000 from Contingency to Rowan Little League for the Rowan Softball World Series. The issue was added as Consent Agenda Item T.

- Chairman Edds added a request to the Closed Session an attorney-client privileged communication regarding a lease at West End Plaza.

Commissioner Klusman moved, Commissioner Greene seconded and the vote to accept the changes passed unanimously.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

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CONSIDER APPROVAL OF THE AGENDA
Commissioner Klusman moved, Commissioner Caskey seconded and the vote to approve the agenda as amended passed unanimously.

CONSIDER APPROVAL OF THE MINUTES
Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the July 19, 2021 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA
Commissioner Klusman moved approval of the Consent Agenda as amended. The motion was seconded by Commissioner Greene and carried unanimously.

The Consent Agenda consisted of the following:
A. Permission for Cheerwine to Promote the Use of Two (2) County-Owned Parking Lots as Free Parking for 2021 Cheerwine Festival
B. Lease Renewal for Rowan Museum at West End Plaza
C. River Park Request for Funding for Gatehouse
D. Contract Between the Health Department and Carolinas Womens Health Services
E. Contract Between DSS and Florence Crittenton Services
F. Contract Between DSS and Abundant Living Adult Day Services
G. Contract Between DSS and Fresh Start Today
H. Contract Between DSS and The Church of God Children's Home of NC, Inc.
I. Cheerwine Festival - Use of Parking Lots
J. Contract Between DSS and Boys and Girls Homes of NC, Inc.
K. Contract Between DSS and Baptists Children's Homes of NC, Inc.
L. Contract Between DSS and Coltrane L.I.F.E. Center, Inc.
M. Contract Between DSS and Miracle Houses, Inc.
N. Airport Rental Uniform Service Contract
O. Revised Interlocal Agreement with the Town of Landis
P. Medicaid Revenue Contracts
Q. Bi-weekly Environmental Health Report
R. Schedule August 16, 2021 Public Hearing for Z 05-21: Reaper's Realm
S. Contract Between the Health Department and Rowan-Salisbury School System
T. Grant $5,000 From Contingency For Rowan Regional Little League Softball World Series (addition to the Consent Agenda)

2. PUBLIC COMMENT PERIOD
Chairman Edds opened the Public Comment Period to entertain comments from the public. With no one wishing to address the Board, Chairman Edds closed the Public Comment Period.

3. BUDGET AMENDMENTS
Finance Director James Howden presented the following budget amendments for the Board's consideration:

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- Health Department – Increase revenue and expense accounts per awarded funds for FY '22. $171,296
- Finance – Recognize reserved funds from FY 2021 for Environmental Management. Reserved funds represent money received by a department for a restricted purpose. The funds not spent by year-end are budgeted for expenditures in the new fiscal year. $67,649
- Health Department – Increase revenue and expense accounts per awarded funds from Delta Dental Grant. $5,000
- Health Department - Increase revenue and expense accounts per awarded funds from COVID-19 AA716. $427,187
- Finance – Recognize reserved funds from FY 2021 for Library. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year. $29,913
- Health Department – Disperse awarded funding received from the Cardinal Innovation Grant for the PORT Program. $60,000
- Finance – Appropriate fund balance and expenditures for expenditures approved in FY 2021 for Environmental Management. $215,300
- Finance – To appropriate fund balance and expenditures for several fiscal year 2021 General Fund encumbrances. $521,909

Commissioner Pierce moved approval of the budget amendments as presented. The motion was seconded by Commissioner Greene and passed unanimously.

4. CONSIDER APPROVAL OF BOARD APPOINTMENTS
AIRPORT ADVISORY BOARD

There are two (2) vacant seats on this Board. The first seat is for a member of the ***Business Community*****;** the second seat is for a ***Pilot***. The term for both seats will be for three (3) years and expire on July 31, 2024.

The following applications were received:

1. John R. Muth (Occupation listed: Flight Training and Standard; Employer AA)
2. Garry Dale Perry (Occupation listed: Corporate Pilot for Retail Business Services)
3. William Edward Lucey (Occupation listed: Manager, WEL Aviation, LLC)
4. James Javurek (Occupation listed: Captain with American Airlines)

Commissioner Klusman moved approval of Mr. Muth for the Pilot's seat. The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Pierce moved approval of Mr. Lucey to fill the seat for the Business Community member. The motion was seconded by Commissioner Greene and carried unanimously.

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ENOCHVILLE VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Debra Currie, Kevin Joines and Mitchel Rousey applied for reappointment. If approved their terms would be for two (2) years and expire August 31, 2023.

Commissioner Caskey moved the reappointment of Ms. Currie, Mr. Joines and Mr. Rousey. The motion was seconded by Commissioner Pierce and passed unanimously.

LIBERTY VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Timothy Shaver, Mark Stiller and Alan King applied for reappointment. Their terms would be for two (2) years, expiring June 30, 2021.

Commissioner Pierce moved the reappointment of Mr. Shaver, Mr. Stiller and Mr. King. The motion was seconded by Commissioner Caskey and passed unanimously.

NURSING HOME ADVISORY COMMITTEE

Ashley Bell has completed the required training for this Committee and is now eligible for appointment. If approved, the term would expire December 31, 2023.

Commissioner Klusman moved the appointment of Ms. Bell followed by a second from Commissioner Pierce. The motion passed unanimously.

TOURISM DEVELOPMENT AUTHORITY

John Ketner and Michelle Patterson have applied for reappointment. Their terms would be for two (2) years and expire August 31, 2023.

Commissioner Pierce moved the reappointment of Mr. Ketner and Ms. Patterson. The motion was seconded by Commissioner Klusman and carried unanimously.

CITY OF SALISBURY REQUEST FOR ETJ APPOINTMENT

The City requested the County appoint an ETJ representative to its joint Planning Board/Board of Adjustment. The City has one (1) vacant ETJ seat and to date, no one has applied to fill this seat.

Overall, the County currently has approximately 60 vacancies on various advisory boards.

Chairman Edds encouraged citizens to become involved in the community and to apply for an advisory board of interest.

Chairman Edds took a moment to mention several upcoming community events. The events included:

- East Spencer – Community Yard Sale on Augusts 28, 2021 from 10:00 am to 2:00 pm
- East Spencer – Community Day on August 14, 2021 from 1:00 pm to 4:00 pm
- Cleveland – First Annual National Night Out on August 28 at 4:30 pm

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Commissioner Klusman encouraged citizens to get their COVID-19 vaccination.

CLOSED SESSION

Chairman Edds moved at 3:10 p.m. for the Board to enter into Closed Session in accordance with North Carolina General Statute § 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on May 17, 2021 and in accordance with North Carolina General Statute § 143-318.11(a)(3) for attorney-client privileged communication to discuss the rent deferral program and a lease at West End Plaza and to receive an update regarding the opioid litigation settlement. Commissioner Greene seconded and the motion passed unanimously.

The Board returned to Open Session at 4:03 p.m. on a motion by Commissioner Pierce. The motion was seconded by Commissioner Caskey and passed unanimously (4-0; Commissioner Klusman had left the room).

Chairman Edds moved to accept the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation and to also approve the Resolution Approving the Memorandum of Agreement Between the State of North Carolina and Local Governments On Proceeds Relating to the Settlement of Opioid Litigation. The motion was seconded by Commissioner Pierce and passed unanimously (4-0; Commissioner Klusman had left the room).

ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 4:05 p.m. The motion was seconded by Commissioner Greene and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

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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:	County Attorney Jay Dees
DATE:	August 5, 2021
SUBJECT:	Perkins First Amendment to Lease and Authorization for Repairs

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Approve lease first amendment and authorize the repairs or replacement related to the boiler, boiler room and external door subject to terms as stated in the First Amendment to Lease.

ATTACHMENTS:

Description	Upload Date	Type
First Amendment	8/5/2021	Cover Memo

NORTH CAROLINA

ROWAN COUNTY

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is made as of the ___ day of _____, 2021, by and between ROWAN COUNTY, a North Carolina body politic ("Landlord"), and PERKINS CAFETERIAS, LLC, a North Carolina limited liability company ("Tenant").

WHEREAS, Landlord and Tenant have previously entered into that certain Lease Agreement dated the 7th day of December, 2020 ("Lease") for an approximately 7000 square foot cafeteria together with parking on approximately 2.3 acres located at 1925 Jake Alexander Boulevard, Salisbury, Rowan County, 28147 (the "Leased Area") upon the terms and conditions contained therein; and

WHEREAS, Landlord and Tenant now desire to amend the Lease upon terms and conditions as amended herein in order to resolve the costs of certain damages to the existing boiler resulting from a criminal breaking and entering, including the costs of repair and/or replacement; and

WHEREAS, Landlord has determined that it is in Landlord's best interest to control the work scope and quality because such work shall be for the long term capital benefit of Landlord; and

WHEREAS, Landlord and Tenant have agreed to each pay one-half (1/2) of the total costs of all repairs or replacement related to the boiler, boiler room and external door, subject to the terms below.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants and promises made herein, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Section 4 is hereby amended to add a new subsection (C): "Additional Rent: In addition to the amounts in (A) and (B) above, Tenant hereby agrees to pay the amount of ____ thousand _____ dollars and __/100 ($_____) per month for six (6) months as Additional Rent in order to reimburse Landlord for Tenant's one-half of those certain repairs described above.
2. Except as expressly modified and amended by this First Amendment, the Lease remains in full force and effect according to its terms.

{Signature Page Follows}

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and delivered this First Amendment to the Lease on the date set forth above.

LANDLORD: ROWAN COUNTY, a Body Politic

BY:

_____

Its: Manager/Chairman

TENANT: PERKINS CAFETERIAS, LLC

BY:

_____

Its: _____

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:	April Everett, Creative Services Manager
DATE:	July 12, 2021
SUBJECT:	Proclamation Recognizing August 21-28, 2021 As Creek Week in Rowan County

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The attached Proclamation is for the 3rd Annual Rowan Creek Week, which involves many community partners, including the following County Departments:

- Environmental Management
- IT
- Public Health (including PORT initiative)
- Parks & Recreation
- Sheriff's Office
- Soil & Water
- Rowan Wild

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	7/12/2021	Cover Memo

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

PROCLAMATION
RECOGNIZING AUGUST 21-28, 2021 AS "CREEK WEEK" IN ROWAN COUNTY

WHEREAS, the Chairman and Board Commissioners of the County of Rowan, as a representative, public entity, acknowledges the importance of water quality and water supply asan essential resource for achieving and maintaining community health, economic stability, and long-term community prosperity; *and*

WHEREAS, access to clean waterways, creeks, streams, rivers and lakes for recreational, scenic, agricultural and economic development purposes is a fundamental component of community life;*and*

WHEREAS, the County of Rowan aspires to the continued health and economic welfare of its citizens who value clean water for domestic consumption, agricultural use and as an industrial resource; *and*

WHEREAS, the County of Rowan acknowledges the importance of good stewardship and proper management of water resources through thoughtful land development, deliberate and on-going efforts to reduce sources of pollution, and responsible consumption; *and*

WHEREAS, a variety of public agencies, advocacy groups, environmental educators and citizens have organized and intend to implement a week-long celebration to promote water quality, conservation and general awareness of the indispensable nature of clean water througheducation and proactive community engagement.

NOW, THEREFORE, the Board of Commissioners of the County of Rowan, firmly and unanimously adopts this proclamation recognizing "CREEKWEEK" in Rowan County, North Carolina for the week of August 21-28, 2021 and encourages all citizens to participate in activities and programs to address the important issues confronting water qualityand water supply.

This the 16th day of August, 2021.

_____
Gregory C. Edds, Chairman

ATTEST:

_____
Carolyn Barger, MMC, NCMCC
Clerk to the Board

Equal Opportunity Employer
recycled paper

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: Randy J. Cress, Assistant County Manager / CIO
DATE: August 2, 2021
SUBJECT: 120Water - Additional Pitcher Refill Cartridges for NEWS Customers

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After review with 120Water, this addition to the current contract will supply all NEWS customers with an additional shipment of (1) replacement cartridge for their Pitcher Filter kit and allow for (10) additional stock cartridges that will be held at 120Water.

This set of additional pitcher filter refill cartridges will allow time for the changes in Salisbury Rowan Utilities chemical treatment and coverage through the anticipated date of the new chemical booster station. A reorder for NEWS customers will be evaluated again in December 2021.

Recommend approval for replacement Pitcher Filter Cartridge replacements for all NEWS Customers and authorize the County Manager to sign the contract addendum.

ATTACHMENTS:

Description	Upload Date	Type
January 2021 Executed Contract	8/2/2021	Backup Material
Pitcher Filter Kit Replacement Cartridge Order Form	8/10/2021	Backup Material
120Water - Master Services Agreement (MSA)	8/10/2021	Backup Material

Contract: 120 Water

Workflow Acknowledgment

Purchasing Agent	David Sifford David Sifford (Jan 11, 2021 14:26 EST) ----------	Jan 11, 2021 ----------
Insurance	K. Derrick ----------	Jan 11, 2021 ----------
Technology	 ----------	Jan 11, 2021 ----------
Legal	 Jay Rees (Jan 11, 2021 15:54 EST) ----------	Jan 11, 2021 ----------

ROWAN COUNTY

NORTH CAROLINA

AGREEMENT FOR SERVICES

This Agreement is made and entered into between Rowan County, North Carolina ("County") and Jan 14, 2021 ("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 for convenience at any time by mutual written agreement of the County and the Provider. 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. Confidential Information. During the course of this Agreement, County will make available to Provider certain information available to Provider in furtherance of Provider's services, including but not limited to legal communications, internal documents, video, digital messages, scientific studies and reports, confidential communications from third parties that are

allowed to be shared with Provider, personnel information, and the like. Such information shall be deemed "Confidential Information" for all purposes of this Agreement.

Rowan County is the custodian of records that are subject to NCGS Chapter 132 Public Records laws that may require otherwise Confidential Information to be disclosed to the general public; provided, however, any such disclosure shall be determined in the sole discretion of Rowan County and no disclosure may be made by Provider directly. Provider hereby agrees to maintain such Confidential Information securely and not disclose or share any Confidential Information to outside third parties under any circumstances without prior approval of Rowan County. Under NCGS Chapter 132 and related statutes, disclosure of Confidential Information or information in many circumstances is punishable as a misdemeanor.

For purposes of this Agreement, Rowan County will at all times be deemed the custodian of all information shared between the County and Provider. Provider shall indemnify County against any losses directly caused by Provider's unapproved disclosure of Confidential Information. Upon the termination of this Agreement, Provider agrees to return to the County all information gathered or held by Provider during the course of this Agreement and shall certify to County that Provider has retained no documents that are subject to this Agreement.

10. 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.

11. 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.

12. 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.

13. 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

14. Records. All Deliverables 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. Deliverables shall mean the deliverables or other work product produced by Provider in provision Professional Services hereunder, including customizations, reports, alerts, data, and other information. 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. 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.

16. 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.

17. 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.

18. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

19. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications) and Exhibit B (the Order Form), the above language of this Agreement will have precedence, then Exhibit A followed by Exhibit B.

{Signature Page Follows}

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: Electronic Signature _____

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: _____

Name: ANTHONY D. RHINE

Title: 1/9/2021

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.

The provider will provide the following services to Rowan County:

Work with the County's Engineer and Administration in plan development and implementation of providing 162 POU devices and Filters that are certified by the American National Standards Institute to reduce lead in drinking water. The POU's will be Brita Pitchers and the filters will be Brita Long Last Pitcher Filter Cartridges. The filters must be certified for compliance with the NSF/ANSI 53 (lead reduction) and NSF /ANSI 42 (Class 1 particulate reduction) standards.
Procure the Brita Pitchers and Brita Long Last Pitcher Filters.
The filter cartridges shall have a life of up to 6 months according to the manufacturer.
Work with the County and consultant to customize the packaging and presentation of Pitchers and Filters.
Intend to re-package Pitchers and Filters with Rowan County educational information that is suitable to be safely delivered to each of the 162 customers by January 31, 2021, but no later than February 12, 2021.
Provide tracking of each Pitcher and Filter and provide certification to the County that all customers have received Pitcher and Filter.
Send a Lead and Copper Sample kit with detailed instructions on how to conduct test with a pre-paid delivery packet for the customer to mail for lab analysis.
The county, engineer, and any designated user will have real-time access to the 120Water platform to view sample data such as tracking, location, resident contact information, and sample results. In the event of an exceedance, the user will use this data to facilitate communication to the resident(s) within the appropriate compliance timeframe.
Monitor and track filters for each customer and provide capability for distribution of replacement cartridges upon request by the County.

B. Term of the Agreement. See Exhibit B

C. Payment to Provider. See Exhibit B

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. 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 / professional liability in the amount of $1,000,000 per occurrence / $2,000,000 aggregate.
- Workers' Compensation, if required by law and the amount required by law.

F. Contact Information.

THE COUNTY	120Water
AARON CHURCH, COUNTY MANAGER 130 West Innes Street Salisbury, NC 28144 aaron.church@rowancountync.gov Telephone: 704-216-8180	Antony Rhine 250 South Elm Street Zionsville, IN 46077 antony@120water.com Telephone: 317-379-7001

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY	THE PROVIDER
BY: Electronic Signature	BY:
Name: Aaron Church	Name:Antony Rhine
Title: County Manager	Title: Chief Revenue Officer
Date: Jan 14, 2021	Date: 1/9/2021

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

James Howden (Jan 14, 2021 11:57 EST)

(Signature of County Finance Officer)

EXHIBIT B

ORDER FORM

Customer Information

Customer Name: Rowan County
Contract Term: 12 Months
Contract Start Date: Date of Signature

Billing Information

Billing Contact: Aaron Church
Street Address: 130 W. Innes St.
City: Salisbury
State: North Carolina **Zip Code: 28144**
Email Address:
aaron.church@rowancountync.gov

SKU	Products & Services	Quantity
S-PWS-P01	120Water Platform: Pro Edition	1
K-PFK-BWP-VGS	Brita Long Last Pitcher	162
K-PFK-BWC-VGS	Brita Long Last Pitcher Filter Cartridge	162
K-WTK-PL10H-01	LCR Sample Kits with Lab Analysis (bundles of 10) Total: 20 kits	2
K-WTK-PL10H-CR	Consumer Request Kits with Lab Analysis (bundles of 10) Total: 150 kits	15
SVC-RS-PM-01	Program Assist - Level 1 Services	10 hours
SVC-OS-IMP	Implementation	1
	Annual Recurring Subscription	$37,067.90

Billing and Payment Terms:
50% of the contracted value will be paid (wired or check mailed) to the provider upon signature of the contract. The remaining balance of the contract will be paid to the provider after all pitcher/filter and lead-testing kits are delivered to the county's customers or 90 days from contract execution; whichever comes first.

Additional Notes:

120Water will commence implementation on or after 5 business days from signature. Rowan County can purchase additional kits in bundles of 10 using SKU's: (K-WTK-PL10H-01) and (K-WTK-PL10H-CR) and professional services (SVC-RS-PM-01) as needed.

Included in every 120Water Subscription:

Client Experience:

- Strategy
- Business & Goal Alignment - QBRs
- Best Practices & Ongoing Development

Program Success:

- Dedicated Program Success Coach
- Pre & Post Program(Monitoring Period) Reviews
- Bi-Monthly Program(Monitoring Period) Check-in
- Lab Coordination
- In-app Communication Guidance (Up to 150 letters)
- Compliance Reporting Collaboration

Support: (M-F 8:30-5pm EST)

- Client Support Desk
- Up to 4 kit reminder calls
- 7 days of kit issue resolution outreach
- Inbound resident support for sampling how-tos

This Order Form, together with the 120Water Master Services Agreement, attached, shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized word not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

A. Contact Information.

THE COUNTY	120Water
AARON CHURCH, COUNTY MANAGER 130 West Innes Street	Antony Rhine 250 South Elm Street Zionsville, IN 46077

Salisbury, NC 28144
aaron.church@rowancountync.gov
Telephone: 704-216-8180

antony@120water.com

Telephone: 317-379-7001

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY

BY: Electronic Signature

Name: Aaron Church

Title: County Manager

Date: Jan 14, 2021

THE PROVIDER

BY:

Name: Antony Rhine

Title: Chief Revenue Officer

Date: 1/9/2021

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

James Howden (Jan 14, 2021 11:57 EST)

(Signature of County Finance Officer)

Not to exceed: $37,067.90 JMH

JMH

120Water

Master Services Agreement

This Master Services Agreement ("MSA") (together with the Order, the "**Agreement**") is an agreement between 120 Water Audit, Inc. d/b/a 120Water ("**120Water**", "**we**" or "**us**"), and Rowan County, NC ("**Customer**" or "**you**"). This Agreement governs your access to and use of the Services (as defined below) and describes both your rights and your obligations as part of using the Services. Additionally, your ability to purchase goods from or through us will be subject to our Terms of Sale as further described herein. It is important that you read this Agreement carefully because you will be legally bound to this Agreement. 120Water only provides the Services to you subject to this Agreement. By accepting this Agreement via an Order or by accessing or using the Services, you agree to be bound by this Agreement (including any terms within the accompanying Documentation, and any applicable policies and guidelines, which are incorporated here by this reference). If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement. In that case, the terms "Customer", "you" or "your" shall also refer to such entity. If you do not have such authority, or if you do not agree with this Agreement, you may not use the Services. 120Water and Customer are each also referred to hereunder as a "**party**" and collectively as the "**parties**".

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. DEFINITIONS

"Authorized Users" shall mean personnel authorized by Customer to use the Service solely for the internal use of Customer, subject to the terms and conditions of this Agreement.

"**Customer Data**" shall mean all electronic data or information submitted by Customer to the SaaS Services or otherwise provided by Customer to 120Water.

120Water

"**Deliverables**" means the deliverables or other work product produced by 120Water or its subcontractors or other personnel in provision of SaaS Services or Professional Services hereunder, including customizations, reports, alerts, data, and other information.

"**Documentation**" means the user guides and specifications for the SaaS Services that are made available from time to time by 120Water in electronic or tangible form, but excluding any sales or marketing materials.

"**Exhibits**" shall mean any exhibits identified in an Order, the terms, conditions, and other provisions of which are hereby expressly incorporated herein by reference.

"**Malicious Code**" shall mean viruses, worms, time bombs, Trojan horses and other harmful files, scripts, agents or programs.

"**120Water Software Platform**" shall mean the platform consisting of the Site and any software, operating systems, hardware and other technical resources used by 120Water to provide the SaaS Services.

"**Order**" shall mean 120Water's quote accepted by Customer via an ordering document submitted to 120Water or via subscription on the Site, to order any Services, which is hereby expressly incorporated herein by reference.

"**Professional Services**" shall mean any implementation, integration, consulting and other related services described in an Order.

"**Project Start Date**" shall mean a date mutually agreed upon by the parties following execution of an Order, upon which date 120Water shall commence provision of implementation or other Professional Services.

"**SaaS Services**" shall mean the water test administration and reporting services made available to web-based and mobile users via the 120Water Software Platform hosted by 120Water.

"**Services**" shall mean the SaaS Services and Professional Services collectively.

120Water

"Site" shall mean the website(s) accessible at **https://120water.com/** (or any successor thereto).

"**Subscription Start Date**" shall mean the date on which 120Water shall make the SaaS Services available to Customer as set forth in an applicable Order.

"**Subscription Term**" shall mean the period of time during which Customer is subscribed to the SaaS Services, as specified in an Order.

"Usage Data" shall mean statistical data related to Customer's access to and use of the SaaS Services and data derived from it, that is used by 120Water, including to compile statistical and performance information related to the provision and operation of the SaaS Services.

2. SERVICES AND RESPONSIBILITIES OF THE PARTIES

2.1 120Water Responsibilities. During the Subscription Term, 120Water shall make the SaaS Services available to Customer and shall provide maintenance and support to Customer in accordance with its standard support policies and procedures. 120Water will use commercially reasonable efforts to maintain the SaaS Services' availability, except for planned downtime for maintenance or upgrades, or any unavailability caused by circumstances beyond 120Water's reasonable control. 120Water reserves the right to modify the SaaS Services at any time. The parties may, from time to time, execute an Order describing Professional Services that 120Water shall provide to Customer, the duration of such Professional Services if applicable, the compensation to be paid for the Professional Services, and any other terms applicable to the project. A list of specific deliverables, a timetable, and/or a detailed specification may be attached as Exhibits to any Order.

2.2 Customer Responsibilities. Customer is responsible for all activities that occur in Customer's account(s). Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the SaaS Services, and notify 120Water in writing immediately upon becoming aware of any such unauthorized access or use; (c) comply with all applicable laws and regulations in using the SaaS Services; and (d) procure for 120Water at Customer's sole expense all rights and consents necessary for 120Water to access and use all Customer Data and all access and use rights necessary to interface with Customer's software, hardware, and other systems. Customer is solely responsible for ensuring: (i) that only appropriate Authorized

Users have access to the SaaS Services, and (ii) confidentiality and proper usage of passwords and access procedures with respect to logging into the SaaS Services. Customer is solely responsible for all acts and omissions of the Authorized Users, and for ensuring that the Authorized Users comply with this Agreement and with the Terms of Use.

2.3 Use Restrictions. Customer shall use the SaaS Services solely for its internal business purposes as contemplated by this Agreement and shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the SaaS Services available to any third party except as contemplated by this Agreement; (b) send via, or store within, the SaaS Services infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (c) send via the SaaS Services any unsolicited commercial or non-commercial communication; (d) send via, upload to, or store within the SaaS Services any Malicious Code; or (e) attempt to gain unauthorized access to the SaaS Services or its related systems or networks. In addition, Customer shall not directly or indirectly: (i) remove any notice of proprietary rights from the SaaS Services or 120Water Software Platform; (ii) decompile, reverse engineer, or attempt to derive the source code or underlying ideas or algorithms of any part of the SaaS Services or 120Water Software Platform (except to the limited extent applicable laws specifically prohibit such restriction); (iii) copy, modify, translate or otherwise create derivative works of any part of the SaaS Services or 120Water Software Platform; (iv) send, store or process in the SaaS Services or 120Water Software Platform any personal health data, credit card data, personal financial data or other such sensitive or personal data; (v) use any of 120Water's Confidential Information (defined below) to create any service, software, documentation or data that is similar or competitive to any aspect of the SaaS Services, (vi) interfere or attempt to interfere with the proper working of the SaaS Services or any activities conducted on the SaaS Services or 120Water Software Platform, or modify another website so as to falsely imply that it is associated with the SaaS Services; or (vii) permit any third party to engage in any of the foregoing proscribed acts set forth in this Section 2.3 (with the restrictions set forth in this Section 2.3, collectively, referred to as the "**Use Restrictions**").

2.4 SaaS Services Platform. 120Water and its third party service providers will use commercially reasonable efforts to maintain the availability of the SaaS Services. 120Water may perform routine or other maintenance at times and for durations

established by 120Water in its sole discretion, during which time(s) 120Water may take the SaaS Services down to conduct necessary maintenance or repairs, or to implement upgrades. In the event of an error or outage of the SaaS Services, 120Water will use commercially reasonable efforts to restore the SaaS Services to working order. Customer agrees that 120Water is not responsible to provide support for any issues resulting from problems, errors or inquiries related to Customer's systems or hardware or Customer Data.

2.5 Beta Services. From time to time, 120Water may invite Customer to try Beta Services at no charge. Customer may accept or decline any such trial in Customer's sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available. 120Water may discontinue Beta Services at any time in 120Water's sole discretion and may never make them generally available. 120Water will have no liability for any harm or damage arising out of or in connection with a Beta Service.

2.6 Purchase of Goods. Your purchases of goods, including without limitation, water testing kits and water pitcher filters, from 120Water are governed by the Terms of Sale available at https://120water.com/terms-of-sale/, which are incorporated herein by reference.

3. FEES & PAYMENT

3.1 Service Fees; Taxes. 120Water will invoice Customer for Services, as set forth in the applicable Order or as otherwise agreed by the parties in writing. Except as otherwise specified in an Order, fees are based on the Services purchased and not actual usage; payment obligations are non-cancellable; fees paid are non-refundable; and the Services purchased cannot be decreased during the relevant Subscription Term. Customer shall be responsible for payment of all taxes due in connection with the Services provided hereunder (other than taxes owed by 120Water based on its income), whether or not collected by 120Water. 120Water may collect such taxes from Customer, and Customer shall remit to 120Water all applicable taxes required to be collected by 120Water, or if such taxes have previously been paid by the Customer, provide 120Water with the appropriate documentation of such payments.

120Water

120Water may change the fees applicable to the Services upon thirty (30) days prior notice; provided, that, any such change shall only take effect upon renewal of a Subscription Term. Customer may add subscriptions for SaaS Services during a Subscription Term at the same pricing as the underlying subscription pricing set forth in the most recent Order, prorated for the portion of that Subscription Term remaining at the time the subscriptions are added, and any added subscriptions will terminate on the same date as the underlying subscriptions. For all other additional goods or services purchased by Customer during the Subscription term, such purchases will be made at the then current prices of such goods or services.

3.2 Overdue Payments. Customer's failure to pay fees as set forth herein shall constitute a material breach of this Agreement. Any fees hereunder not paid when due will be subject to a late charge of one and one-half percent (1 1/2 %) per month on the unpaid balance or the maximum rate allowed by law, whichever is less. If Customer's account is fifteen (15) days or more overdue, 120Water may, in addition to any of its other rights or remedies, suspend Customer's access to the SaaS Services and/or suspend provision of Professional Services until such amounts are paid in full. If such failure to pay has not been cured within thirty (30) days of the due date, then upon written notice 120Water may terminate this Agreement and any or all outstanding Orders.

3.3. Future Functionality. The Parties agree and acknowledge that Customer's purchases hereunder are not contingent on the delivery of any future Service functionality or features, or dependent on any oral or written public comments made by 120Water regarding future functionality or features of any Service.

4. PROPRIETARY RIGHTS

4.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, 120Water reserves all rights, title and interest in and to the SaaS Services and 120Water Software Platform, including all software, technology and other materials associated therewith, all Documentation and content (excluding the Customer Data), and all copies, modifications and derivative works thereof, and all 120Water trademarks, names, logos, and all rights to patent, copyright, trade secret and other proprietary or intellectual property rights therein. No rights are granted to Customer hereunder other than as expressly set forth herein. As between 120Water and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer hereby grants 120Water a worldwide, non-exclusive, royalty-free, fully paid-up license to use, reproduce, perform, display, modify, and

distribute the Customer Data in connection with providing the Services to Customer hereunder. 120Water may use the trademarks and trade names of Customer in connection with provision of the Services.

4.2 Feedback. If Customer provides or otherwise makes available to 120Water any feedback, suggestions, recommendations, data, or other input regarding the Services or resulting from Customer's use thereof ("**Feedback**"), Customer hereby grants to 120Water a perpetual, irrevocable, royalty-free right and license to use such Feedback for any purpose, including to improve and enhance the Services or any component thereof, to develop new features or functionality, and to otherwise use and exploit such Feedback for 120Water's business purposes. Customer acknowledges that any 120Water products or materials incorporating any such Feedback shall be the sole and exclusive property of 120Water.

4.3 Improvements; Deliverables. 120Water shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the SaaS Services and 120Water Software Platform, and in and to any Deliverables or new programs, upgrades, modifications or enhancements developed by 120Water in connection with rendering the Services to Customer, even when Deliverables, refinements or improvements result from Customer's request. To the extent, if any, that ownership in such Deliverables, refinements or improvements does not automatically vest in 120Water by virtue of this Agreement or otherwise, Customer hereby transfers, and shall transfer, to 120Water all rights, title, and interest which Customer may have, and such transfer is irrevocable, irreversible and binding on Customer's successors.

5. CONFIDENTIALITY

5.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**") that (a) if disclosed orally is designated as confidential at the time of disclosure, (b) if disclosed in writing is marked as "Confidential" and/or "Proprietary" or (c) that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information shall consist of the Customer Data. 120Water's Confidential Information includes any nonpublic information relating to the SaaS Services or the software, Orders, pricing, technology or content underlying the SaaS Services, or relating to any other of 120Water's or its

business partners' products or services (including any beta version of a service), software, technology, customers, business plans, and other business affairs. Notwithstanding the foregoing, each party may disclose the existence and terms of this Agreement, in confidence, to a potential purchaser of or successor to any portion of such party's business resulting from the reorganization, spin-off, or sale of all or a portion of all of the assets of any business, division, or group of such party. Confidential Information shall not include any information that:(i) is or becomes generally known to the public without breach by the Receiving Party of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

5.2 Confidentiality.

The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission or if required by applicable law or judicial order. The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, but in no event shall it use less than a reasonable degree of care. 120Water may disclose Customer's Confidential Information to those of its employees and contractors who need to know such information for purposes of performing the Services. Notwithstanding the foregoing, and as permitted by applicable law, 120Water shall be permitted to retain Customer Data and Usage Data and use the same for statistical, analytical, and similar purposes internally, through publications, and with 120Water's other customers; provided, that any distribution to third parties of the results of such usage will include Customer Data or Usage Data in aggregate form only and will not identify Customer or its Authorized Users as the source of any such data. Further, 120Water may store, reproduce, distribute, create derivative works (including compilations and statistical summaries and analyses), transmit, display and otherwise make available certain test results (and related data) and location information to third party individuals and organizations as reasonably necessary in order for 120Water to perform Services hereunder. Confidentiality and Sections 5.1, 5.2, 5.3 and 5.4 are subject to North Carolina General Statutes Chapter 132 Public Records laws.

5.3 Compelled Disclosure; Remedies. If the Receiving Party is compelled by law, an order issued by a judge or public competent authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek to file a lawsuit to enjoin such acts.

5.4 Survival. The Confidentiality obligations as are set forth in this Section shall remain in force and effect at all times during the term hereof and (i) with respect to Confidential Information that constitutes a trade secret under applicable law, for so long as such trade secret status is maintained (but no less than the period described in subclause (ii) hereof); and (ii) with respect to Confidential Information that does not constitute a trade secret, for five (5) years after termination or expiration of this Agreement (or for the maximum amount of time permitted under applicable law, if shorter than five (5) years).

6. WARRANTIES & DISCLAIMERS

6.1 Customer Warranties. Customer represents and warrants that: (a) the Customer Data, and the use thereof by 120Water and its service providers, shall not infringe on any copyright, patent, trade secret or other proprietary right held by any third party; (b) Customer shall not use the Services in a manner that violates any law; and (c) Customer shall procure all rights and consents necessary to enable 120Water and its third party service providers to access and use all Customer Data and all access and use rights necessary to interface with Customer's software, hardware and other systems.

6.2 120Water Warranties. 120Water represents and warrants that: (a) the functionality of the SaaS Services will not be materially decreased during a Subscription Term; and (b) 120Water shall take commercially reasonable measures to protect against the SaaS Services containing or transmitting Malicious Code. 120Water represents and warrants that the Professional Services (excluding any Services provided by third parties) will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards (such warranty, the "**Service Warranty**"). Customer must report to 120Water in writing any failure of the Professional Services to materially conform to the Service Warranty

within 90 days of performance of such Professional Services in order to receive warranty remedies. For any breach of the Service Warranty, Customer's exclusive remedy, and 120Water's entire liability, shall be the re-performance of the Professional Services, and, if 120Water is unable to re-perform the Professional Services as warranted within thirty (30) days of receipt of notice of breach, Customer shall be entitled to recover the fees paid to 120Water for the deficient Professional Services.

6.3 Third party software usage and obligations are governed under the applicable third party software terms and conditions, and Customer expressly acknowledges that 120Water has no obligations with regard to third party software or services. In the event 120Water is required to integrate with or otherwise interface with third party software, Customer agrees to secure all rights necessary to enable 120Water to perform such work, and Customer represents, warrants and covenants that it has or will secure at Customer's sole cost all access and license rights necessary to enable 120Water to perform its obligations hereunder. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, 120WATER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THIRD PARTY SERVICES OR SOFTWARE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT 120WATER HAS NO LIABILITY, DIRECT OR INDIRECT AND REGARDLESS OF THE THEORY OF LAW, FOR THIRD PARTY SERVICES AND SOFTWARE.

6.4 EXCEPT FOR THE WARRANTIES EXPRESSLY STATED HEREIN, 120WATER PROVIDES ALL SERVICES AS-IS, WITHOUT WARRANTY OF ANY KIND, AND 120WATER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE REGARDING MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

6.5 Customer acknowledges and agrees that the SaaS Services, the Professional Services, the 120Water Software Platform, Deliverables, or any other materials or services provided hereunder are intended to provide Customer with a means of sampling, testing, and monitoring water for contaminants. 120Water uses third party labs and service providers to perform certain components of the Services and, while 120Water endeavors to maintain relationships with dependable, accurate and timely third party service providers, 120WATER DOES NOT CONTROL SUCH SERVICE PROVIDERS, AND THEREFORE HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND LIABILITY FOR ANY

INACCURATE, UNTIMELY, OR OTHERWISE ERRONEOUS DELIVERABLES INCLUDING DATA, ALERTS, OR INFORMATION ATTRIBUTABLE TO SUCH SERVICE PROVIDERS.

6.6 Understanding that 120Water is not responsible for any contaminants or other harmful conditions present in water or other materials tested hereunder, Customer assumes full and sole responsibility for all risks associated therewith, and with Customer's use of or reliance on 120Water providing the SaaS Services, the Professional Services, the 120Water Software Platform, Deliverables, or any other materials, both known and unknown, inherent or otherwise, related thereto, errors and omissions in providing them, and Customer's enjoyment thereof. Customer hereby voluntarily accept the risks associated with 120Water's provision of the SaaS Services, the Professional Services, the 120Water Software Platform, Deliverables, or any other materials.

6.7 Acknowledging that such risks exist, CUSTOMER HEREBY RELEASES AND DISCHARGES 120WATER, ITS OFFICERS, REPRESENTATIVES, DIRECTORS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSORS, AGENTS AND EMPLOYEES, RELATED ENTITIES, SUCCESSORS AND ASSIGNS AND EACH OF THEM (HEREINAFTER FOR PURPOSES OF THIS SECTION 6.7 AND SECTION 7.1 INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "**120WATER**"), FROM ANY AND ALL ACTUAL OR ALLEGED DEMANDS, LOSSES, CLAIMS, DAMAGES, SUITS, STRICT LIABILITY ACTIONS, CLASS ACTIONS, NEGLIGENCE ACTIONS, IMPLIED WARRANTY ACTIONS, EXPRESS WARRANTY ACTIONS, EXPENSES, ATTORNEY FEES, AND LIABILITY RELATING TO ANY INJURY, DEATH, OR DAMAGES TO ANY PERSON OR PROPERTY (WHETHER TANGIBLE OR INTANGIBLE), INCLUDING ANY DATA, SOFTWARE, HARDWARE, NETWORKS, SYSTEMS, CUSTOMIZATIONS, OTHER INFORMATION, PERSON OR PROPERTY SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED WHICH ARISES OUT OF OR IS RELATED IN ANY MANNER TO THE POSSESSION OR USE OF THE SAAS SERVICES, THE PROFESSIONAL SERVICES, THE 120WATER SOFTWARE PLATFORM, DELIVERABLES, OR ANY OTHER MATERIALS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY CLAIM THAT THE ACT OR OMISSION COMPLAINED OF WAS CAUSED SOLELY OR IN PART BY THE NEGLIGENCE IN ANY FORM OF 120WATER.

7. TERM & TERMINATION

7.1 Term. This Agreement commences on the earlier of (a) the date both parties execute an initial Order or (b) the date you initially begin using the Services, and continues through the expiration of all Orders in effect between the parties hereunder (including any renewals as set forth below) unless earlier terminated as set forth in this Section 9 (the "**Term**"). Subscriptions to the SaaS Services commence on the Subscription Start Date and continue for the Subscription Term specified in the applicable Order. Thereafter, the Subscription Term shall automatically renew for successive one (1) year renewal terms unless a party provides the other party notice

of its intent not to renew at least thirty (30) days in advance of the end of the then-current term. Professional Services shall commence on the Project Start Date and shall continue until such Professional Services are completed.

7.2 Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days' written notice of a material breach to the other party if such breach remains uncured at the expiration of such thirty (30) day period; provided, however, that 120Water may terminate this Agreement or the applicable Order for non-payment in accordance with Section 3.2 hereof. 120Water may immediately terminate this Agreement for cause if Customer breaches any of the Use Restrictions. This Agreement may also be terminated by either party immediately upon written notice to the other party if the other party: (a) becomes insolvent, (b) voluntarily commences any proceeding or files any petition under applicable bankruptcy laws, (c) becomes subject to any involuntary bankruptcy or insolvency proceedings under applicable laws, which proceedings are not dismissed within thirty (30) days, (d) makes an assignment for the benefit of its creditors, or (e) appoints a receiver, trustee, custodian or liquidator for a substantial portion of its property, assets or business. In addition, 120Water may terminate this Agreement, in whole or in part, or cease provision of Services if required to comply with applicable law or regulation. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to 120Water prior to the effective date of termination. Not in limitation of any other remedies that may be available to 120Water, upon any termination for cause by 120Water, Customer shall remain obligated to pay all fees owed for the remainder of the Subscription Term, all of which fees shall become immediately due and payable in full.

7.3 Customer Data. Following the termination or expiration of this Agreement, Customer shall have thirty (30) calendar days to access its account and download/export Customer Data. Upon expiration of such thirty (30) calendar day period, 120Water shall convert Customer's account to an inactive status. 120Water may, but shall not be obligated to, delete all Customer Data after Customer's account converts to inactive status.

8. GENERAL PROVISIONS

8.1 Relationship of the Parties; Customer Name and Logo. The relationship between the parties created by this Agreement is one of independent contractors and neither party shall have the power or authority to bind or obligate the other except as expressly set forth in this Agreement. This Agreement does not create a partnership,

franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. Customer hereby agrees to: (a) allow 120Water to use Customer's name and logo in 120Water's customer list, on 120Water's website, and in 120Water's marketing materials; and (b) subject to Customer's review and approval, which approval shall not be unreasonably withheld or delayed, allow 120Water to reference Customer in a press release that announces Customer's decision to use 120Water Services.

8.2 Assignment. Customer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of 120Water. Notwithstanding the foregoing, Customer may assign this Agreement in its entirety (including all Orders), without consent of 120Water, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of 120Water. Any attempt by Customer to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. 120Water may freely assign this Agreement and its rights and obligations hereunder, or may delegate or subcontract to third parties any of its duties and obligations hereunder, without the need for the consent of Customer. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

8.3 Modifications. 120Water may make changes to this Agreement from time to time. If 120Water makes a material change to this Agreement, 120Water will inform Customer by e-mail to the e-mail address(es) noted on the Order (or subsequently designated by Customer in writing as a contact for notifications from 120Water), or through a banner or other prominent notice within the SaaS Services, or through the 120Water support platform. If Customer does not agree to the change, Customer must so notify 120Water by e-mail to support@120water.com within thirty (30) days after 120Water's notice. If Customer so notifies 120Water, then Customer will remain governed by the most recent version of this Agreement applicable to Customer until the end of the then-current period of the Subscription Term and the updated terms shall apply upon the commencement of the subsequent period of the Subscription Term. Notwithstanding the foregoing, if 120Water is required to change this Agreement in order to remain compliant with applicable law, and Customer does not agree to such change, 120Water may terminate the Customer's Order, in which case 120Water shall provide Customer with a pro-rated refund of any pre-paid fees for Service not performed by the effective date of termination.

120Water

8.4 Force Majeure. In no event will 120Water be liable or responsible to Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond 120Water's control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, pandemics, endemics, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, or national or regional shortage of adequate power or telecommunications or transportation. 120Water may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 30 days or more.

8.5 Miscellaneous. This Agreement, including all Orders and Exhibits, our Privacy Policy, and Terms of Sale (if applicable), constitute the sole and entire agreement between you and 120 Water Audit, Inc., with respect to the Website, the Services, and purchased goods, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website, the Services, or purchased goods. Any inconsistency or ambiguity among such agreements shall be resolved by giving precedence in the following order: (1) this Agreement; (2) the Terms of Sale; and (3) our Privacy Policy. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Order or Exhibit, the terms in the body of this Agreement shall prevail unless expressly stated otherwise in such Order or Exhibit. When used herein, the words "includes" or "including" means "including but not limited to". Except as set forth in Section 10.4, no modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. Any provision of this Agreement which is prohibited and unenforceable in any jurisdiction shall be replaced with a valid provision that is closer to the scope and intent of the invalid provision and shall not affect the validity of the remaining provisions hereof.

THIS AGREEMENT IS ACCEPTED BY:

Rowan County, NC

"Customer"

120Water

120Water

Electronic Signature

Signature

Aaron Church

Name

Jan 14, 2021

Date

Signature

Antony Rhine, Chief Revenue Officer

Name

1/9/21

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nancy Smith	
McGowan Insurance Group	PHONE (A/C, No, Ext): (317) 464-5000	FAX (A/C, No): (317) 464-5001
355 Indiana Avenue	E-MAIL ADDRESS: certificates@mcgowaninsgrp.com	
Suite 200	INSURER(S) AFFORDING COVERAGE	NAIC #
Indianapolis IN 46204	INSURER A : Cincinnati Specialty Underwriters Ins Co	
INSURED	INSURER B : Evanston Insurance Company	
120 Water Audit, Inc.	INSURER C :	
P.O. Box 604	INSURER D :	
	INSURER E :	
Zionsville IN 46077	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20-21 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CSU0132320	06/07/2020	06/07/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CSU0132320	06/07/2020	06/07/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CSU0132345	06/07/2020	06/07/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional Liability Cyber Liability			MKLV3PEO001063	06/07/2020	06/07/2021	Limit Limit	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Rowan County Manager is added as Additional insured on a primary and non-contributory basis including waiver of subrogation, in regards to general liability and automobile liability, where required in a written contract or agreement.

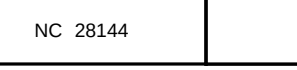
CERTIFICATE HOLDER

Rowan County Manager
130 West Innes Street
Salisbury NC 28144

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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120 Water - Contract

Final Audit Report 2021-01-14

Created:	2021-01-11
By:	James Howden (james.howden@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnLHNoEITj374aeN9TPbSbFJ2oViBvxY6

"120 Water - Contract" History

Document created by James Howden (james.howden@rowancountync.gov)
2021-01-11 - 6:56:59 PM GMT- IP address: 24.123.188.14

Document emailed to David Sifford (david.sifford@rowancountync.gov) for signature
2021-01-11 - 7:09:18 PM GMT

Email viewed by David Sifford (david.sifford@rowancountync.gov)
2021-01-11 - 7:25:56 PM GMT- IP address: 104.47.58.254

Document e-signed by David Sifford (david.sifford@rowancountync.gov)
Signature Date: 2021-01-11 - 7:26:32 PM GMT - Time Source: server- IP address: 24.123.188.14

Document emailed to Derrick Atkins (derrick.atkins@rowancountync.gov) for signature
2021-01-11 - 7:26:35 PM GMT

Email viewed by Derrick Atkins (derrick.atkins@rowancountync.gov)
2021-01-11 - 7:30:42 PM GMT- IP address: 104.47.56.254

Document e-signed by Derrick Atkins (derrick.atkins@rowancountync.gov)
Signature Date: 2021-01-11 - 7:33:33 PM GMT - Time Source: server- IP address: 24.123.188.14

Document emailed to Randy Cress (randy.cress@rowancountync.gov) for signature
2021-01-11 - 7:33:35 PM GMT

Email viewed by Randy Cress (randy.cress@rowancountync.gov)
2021-01-11 - 7:34:16 PM GMT- IP address: 24.123.188.15

Document e-signed by Randy Cress (randy.cress@rowancountync.gov)
Signature Date: 2021-01-11 - 7:34:37 PM GMT - Time Source: server- IP address: 24.123.188.15

Document emailed to Jay Dees (jay.dees@rowancountync.gov) for signature
2021-01-11 - 7:34:40 PM GMT

Email viewed by Jay Dees (jay.dees@rowancountync.gov)
2021-01-11 - 8:54:24 PM GMT- IP address: 104.47.56.254

Document e-signed by Jay Dees (jay.dees@rowancountync.gov)
Signature Date: 2021-01-11 - 8:54:38 PM GMT - Time Source: server- IP address: 24.123.188.14

Document emailed to James Howden (james.howden@rowancountync.gov) for signature
2021-01-11 - 8:54:42 PM GMT

Document e-signed by James Howden (james.howden@rowancountync.gov)
E-signature hosted by James Howden (james.howden@rowancountync.gov)
Signature Date: 2021-01-14 - 4:57:25 PM GMT - Time Source: server- IP address: 24.123.188.14

Document emailed to Aaron Church (aaron.church@rowancountync.gov) for signature
2021-01-14 - 4:57:28 PM GMT

Email viewed by Aaron Church (aaron.church@rowancountync.gov)
2021-01-14 - 4:57:39 PM GMT- IP address: 24.123.188.15

Document e-signed by Aaron Church (aaron.church@rowancountync.gov)
Signature Date: 2021-01-14 - 6:48:06 PM GMT - Time Source: server- IP address: 24.123.188.15

Agreement completed.
2021-01-14 - 6:48:06 PM GMT

Adobe Sign

120Water
PO Box 604
Zionsville, IN 46077
www.120water.com

Quote 07/26/2021

ORDER FORM

Customer Information

Customer Name: Rowan County

Contract Term: 5 months

Contract Start Date: Upon signature

Order Form Valid Until: 07/31/21

Billing Information

Billing Contact: Aaron Church

Street Address: 130 W. Innes St

City: Salisbury State: NC **Zip Code:** 28144

Email: aaron.church@rowancountync.gov

SKU	Products & Services	Qnty	Sum
K-PFK-BWC-VGS	Brita Long Last Pitcher Filter Cartridges • One per each location (160) • 10 extra	170	$5,516.50
	One Time Cost		$5,516.50

Billing and Payment Terms:

Fees are billed annually on the Start Date above and are due net 30 days from the invoice date.

Additional Notes:

120Water will commence implementation on or before {insert 5 business days from signature}

This Order Form, together with the Contract with Rowan County signed January 14, 2021, and together with the Master Services Agreement available at https://120water.com/master-services-agreement/ (the "**MSA**"), shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized word not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

120Water may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and signature block), or (3) the requested purchase order information or signature is incomplete or does

not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives.

Customer:			120Water	
Signature			Signature	
Name:			Name:	
Title:			Title:	
Date:			Date:	

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120Water™

120Water™ Master Services Agreement

Master Services Agreement

Last Modified: July 20, 2020

This Master Services Agreement ("MSA") (together with the Order, the "Agreement") is an agreement between 120 Water Audit, Inc. d/b/a 120Water ("120Water", "we" or "us"), and the customer identified on the Order ("Customer" or "you"). This Agreement governs your access to and use of the Services (as defined below) and describes both your rights and your obligations as part of using the Services. Additionally, your ability to purchase goods from or through us will be subject to our Terms of Sale as further described herein. It is important that you read this Agreement carefully because you will be legally bound to this Agreement. 120Water only provides the Services to you subject to this Agreement. By accepting this Agreement via an Order or by accessing or using the Services, you agree to be bound by this Agreement (including any terms within the accompanying Documentation, and any applicable policies and guidelines, which are incorporated here by this reference). If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement. In that case, the terms "Customer", "you" or "your" shall also refer to such entity. If you do not have such authority, or if you do not agree with this Agreement, you may not use the Services. 120Water and Customer are each also referred to hereunder as a "party" and collectively as the "parties".

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. DEFINITIONS

"Authorized Users" shall mean personnel authorized by Customer to use the Service solely for the internal use of Customer, subject to the terms and conditions of this Agreement.

"Customer Data" shall mean all electronic data or information submitted by Customer to the SaaS Services or otherwise provided by Customer to 120Water.

"Deliverables" means the deliverables or other work product produced by 120Water or its subcontractors or other personnel in provision of SaaS Services or Professional Services hereunder, including customizations, reports, alerts, data, and other information.

"Documentation" means the user guides and specifications for the SaaS Services that are made available from time to time by 120Water in electronic or tangible form, but excluding any sales or marketing materials.

"Exhibits" shall mean any exhibits identified in an Order, the terms, conditions, and other provisions of which are hereby expressly incorporated herein by reference.

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"Order" shall mean 120Water's quote accepted by Customer via an ordering document submitted to 120Water or via subscription on the Site, to order any Services, which is hereby expressly incorporated herein by reference.

"Professional Services" shall mean any implementation, integration, consulting and other related services described in an Order.

"Project Start Date" shall mean a date mutually agreed upon by the parties following execution of an Order, upon which date 120Water shall commence provision of implementation or other Professional Services.

"SaaS Services" shall mean the water test administration and reporting services made available to web-based and mobile users via the 120Water Software Platform hosted by 120Water.

"Services" shall mean the SaaS Services and Professional Services collectively.

"Site" shall mean the website(s) accessible at https://120water.com/ (or any successor thereto).

"Subscription Start Date" shall mean the date on which 120Water shall make the SaaS Services available to Customer as set forth in an applicable Order.

"Subscription Term" shall mean the period of time during which Customer is subscribed to the SaaS Services, as specified in an Order.

"Usage Data" shall mean statistical data related to Customer's access to and use of the SaaS Services and data derived from it, that is used by 120Water, including to compile statistical and performance information related to the provision and operation of the SaaS Services.

2. SERVICES AND RESPONSIBILITIES OF THE PARTIES

2.1 120Water Responsibilities. During the Subscription Term, 120Water shall make the SaaS Services available to Customer and shall provide maintenance and support to Customer in accordance with its standard support policies and procedures. 120Water will use commercially reasonable efforts to maintain the SaaS Services' availability, except for planned downtime for maintenance or upgrades, or any unavailability caused by circumstances beyond 120Water's reasonable control. 120Water reserves the right to modify the SaaS Services at any time. The parties may, from time to time, execute an Order describing Professional Services that 120Water shall provide to Customer, the duration of such Professional Services if applicable, the compensation to be paid for the Professional Services, and any other terms applicable to the project. A list of specific deliverables, a timetable, and/or a detailed specification may be attached as Exhibits to any Order.

2.2 Customer Responsibilities. Customer is responsible for all activities that occur in Customer's account(s). Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the SaaS Services, and notify 120Water in writing immediately upon becoming aware of any such unauthorized access or use; (c) comply with all applicable laws and regulations in using the SaaS Services; and (d) procure for 120Water at Customer's sole expense all rights and consents necessary for 120Water to access and use all Customer Data and all access and use rights necessary to interface with Customer's software, hardware, and other systems. Customer is solely responsible for ensuring: (i) that only appropriate Authorized Users have access to the SaaS Services, and (ii) confidentiality and proper usage of passwords and access procedures with respect to logging into the SaaS Services. Customer is solely responsible for all acts and omissions of the Authorized Users, and for ensuring that the Authorized Users comply with this Agreement and with the Terms of Use.

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material, including material that is harmful to children or violates third party privacy rights, (c) send via the SaaS Services any unsolicited commercial or non-commercial communication; (d) send via, upload to, or store within the SaaS Services any Malicious Code; or (e) attempt to gain unauthorized access to the SaaS Services or its related systems or networks. In addition, Customer shall not directly or indirectly: (i) remove any notice of proprietary rights from the SaaS Services or 120Water Software Platform; (ii) decompile, reverse engineer, or attempt to derive the source code or underlying ideas or algorithms of any part of the SaaS Services or 120Water Software Platform (except to the limited extent applicable laws specifically prohibit such restriction); (iii) copy, modify, translate or otherwise create derivative works of any part of the SaaS Services or 120Water Software Platform; (iv) send, store or process in the SaaS Services or 120Water Software Platform any personal health data, credit card data, personal financial data or other such sensitive or personal data; (v) use any of 120Water's Confidential Information (defined below) to create any service, software, documentation or data that is similar or competitive to any aspect of the SaaS Services, (vi) interfere or attempt to interfere with the proper working of the SaaS Services or any activities conducted on the SaaS Services or 120Water Software Platform, or modify another website so as to falsely imply that it is associated with the SaaS Services; or (vii) permit any third party to engage in any of the foregoing proscribed acts set forth in this Section 2.3 (with the restrictions set forth in this Section 2.3, collectively, referred to as the "Use Restrictions").

2.4 SaaS Services Platform. 120Water and its third party service providers will use commercially reasonable efforts to maintain the availability of the SaaS Services. 120Water may perform routine or other maintenance at times and for durations established by 120Water in its sole discretion, during which time(s) 120Water may take the SaaS Services down to conduct necessary maintenance or repairs, or to implement upgrades. In the event of an error or outage of the SaaS Services, 120Water will use commercially reasonable efforts to restore the SaaS Services to working order. Customer agrees that 120Water is not responsible to provide support for any issues resulting from problems, errors or inquiries related to Customer's systems or hardware or Customer Data.

2.5 Beta Services. From time to time, 120Water may invite Customer to try Beta Services at no charge. Customer may accept or decline any such trial in Customer's sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available. 120Water may discontinue Beta Services at any time in 120Water's sole discretion and may never make them generally available. 120Water will have no liability for any harm or damage arising out of or in connection with a Beta Service.

2.6 Purchase of Goods. Your purchases of goods, including without limitation, water testing kits and water pitcher filters, from 120Water are governed by the Terms of Sale available at https://120water.com/terms-of-sale/, which are incorporated herein by reference.

3. FEES & PAYMENT

3.1 Service Fees; Taxes. 120Water will invoice Customer for Services, as set forth in the applicable Order or as otherwise agreed by the parties in writing. Except as otherwise specified in an Order, fees are based on the Services purchased and not actual usage; payment obligations are non-cancellable; fees paid are non-refundable; and the Services purchased cannot be decreased during the relevant Subscription Term. Customer shall be responsible for payment of all taxes due in connection with the Services provided hereunder (other than taxes owed by 120Water based on its income), whether or not collected by 120Water. 120Water may collect such taxes from Customer, and Customer shall remit to 120Water all applicable taxes required to be collected by 120Water, or if such taxes have previously been paid by the Customer, provide 120Water with the appropriate documentation of such payments. 120Water may change the fees applicable to the Services upon thirty (30) days prior notice; provided, that, any such change shall only take effect upon renewal of a Subscription Term. Customer may add subscriptions for SaaS Services during a Subscription Term at the same pricing as the underlying subscription pricing set forth in the most recent Order, prorated for the portion of that

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fees hereunder not paid when due will be subject to a late charge of one and one-half percent (1 1/2 %) per month on the unpaid balance or the maximum rate allowed by law, whichever is less. If Customer's account is fifteen (15) days or more overdue, 120Water may, in addition to any of its other rights or remedies, suspend Customer's access to the SaaS Services and/or suspend provision of Professional Services until such amounts are paid in full. If such failure to pay has not been cured within thirty (30) days of the due date, then upon written notice 120Water may terminate this Agreement and any or all outstanding Orders.

3.3. Future Functionality. The Parties agree and acknowledge that Customer's purchases hereunder are not contingent on the delivery of any future Service functionality or features, or dependent on any oral or written public comments made by 120Water regarding future functionality or features of any Service.

4. PROPRIETARY RIGHTS

4.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, 120Water reserves all rights, title and interest in and to the SaaS Services and 120Water Software Platform, including all software, technology and other materials associated therewith, all Documentation and content (excluding the Customer Data), and all copies, modifications and derivative works thereof, and all 120Water trademarks, names, logos, and all rights to patent, copyright, trade secret and other proprietary or intellectual property rights therein. No rights are granted to Customer hereunder other than as expressly set forth herein. As between 120Water and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer hereby grants 120Water a worldwide, non-exclusive, royalty-free, fully paid-up license to use, reproduce, perform, display, modify, and distribute the Customer Data in connection with providing the Services to Customer hereunder. 120Water may use the trademarks and trade names of Customer in connection with provision of the Services.

4.2 Feedback. If Customer provides or otherwise makes available to 120Water any feedback, suggestions, recommendations, data, or other input regarding the Services or resulting from Customer's use thereof ("Feedback"), Customer hereby grants to 120Water a perpetual, irrevocable, royalty-free right and license to use such Feedback for any purpose, including to improve and enhance the Services or any component thereof, to develop new features or functionality, and to otherwise use and exploit such Feedback for 120Water's business purposes. Customer acknowledges that any 120Water products or materials incorporating any such Feedback shall be the sole and exclusive property of 120Water.

4.3 Improvements; Deliverables. 120Water shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the SaaS Services and 120Water Software Platform, and in and to any Deliverables or new programs, upgrades, modifications or enhancements developed by 120Water in connection with rendering the Services to Customer, even when Deliverables, refinements or improvements result from Customer's request. To the extent, if any, that ownership in such Deliverables, refinements or improvements does not automatically vest in 120Water by virtue of this Agreement or otherwise, Customer hereby transfers, and shall transfer, to 120Water all rights, title, and interest which Customer may have, and such transfer is irrevocable, irreversible and binding on Customer's successors.

5. CONFIDENTIALITY

5.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party") that (a) if disclosed orally is designated as confidential at the time of disclosure, (b) if disclosed in writing is marked as "Confidential" and/or "Proprietary" or (c) that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information shall consist of the Customer Data. 120Water's Confidential Information includes any nonpublic information relating to the SaaS Services or the software, Orders, pricing, technology or content underlying the SaaS Services, or relating to any other of 120Water's or its business partners' products or services (including any beta version of a service), software,

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without breach by the Receiving Party of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

5.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission or if required by applicable law or judicial order. The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, but in no event shall it use less than a reasonable degree of care. 120Water may disclose Customer's Confidential Information to those of its employees and contractors who need to know such information for purposes of performing the Services. Notwithstanding the foregoing, and as permitted by applicable law, 120Water shall be permitted to retain Customer Data and Usage Data and use the same for statistical, analytical, and similar purposes internally, through publications, and with 120Water's other customers; provided, that any distribution to third parties of the results of such usage will include Customer Data or Usage Data in aggregate form only and will not identify Customer or its Authorized Users as the source of any such data. Further, 120Water may store, reproduce, distribute, create derivative works (including compilations and statistical summaries and analyses), transmit, display and otherwise make available certain test results (and related data) and location information to third party individuals and organizations as reasonably necessary in order for 120Water to perform Services hereunder.

5.3 Compelled Disclosure; Remedies. If the Receiving Party is compelled by law, an order issued by a judge or public competent authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek to file a lawsuit to enjoin such acts.

5.4 Survival. The Confidentiality obligations as are set forth in this Section shall remain in force and effect at all times during the term hereof and (i) with respect to Confidential Information that constitutes a trade secret under applicable law, for so long as such trade secret status is maintained (but no less than the period described in subclause (ii) hereof); and (ii) with respect to Confidential Information that does not constitute a trade secret, for five (5) years after termination or expiration of this Agreement (or for the maximum amount of time permitted under applicable law, if shorter than five (5) years).

6. WARRANTIES & DISCLAIMERS

6.1 Customer Warranties. Customer represents and warrants that: (a) the Customer Data, and the use thereof by 120Water and its service providers, shall not infringe on any copyright, patent, trade secret or other proprietary right held by any third party; (b) Customer shall not use the Services in a manner that violates any law; and (c) Customer shall procure all rights and consents necessary to enable 120Water and its third party service providers to access and use all Customer Data and all access and use rights necessary to interface with Customer's software, hardware and other systems.

6.2 120Water Warranties. 120Water represents and warrants that: (a) the functionality of the SaaS Services will not be materially decreased during a Subscription Term; and (b) 120Water shall take commercially reasonable measures to protect against the SaaS Services containing or transmitting Malicious Code. 120Water represents and warrants that the Professional Services (excluding any Services provided by third parties) will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards (such warranty, the "Service Warranty"). Customer must report to 120Water in writing any failure of the Professional Services to materially conform to the Service Warranty within 90 days of performance of such Professional Services in order to receive warranty remedies. For any breach of the Service Warranty, Customer's exclusive remedy, and 120Water's entire

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Customer expressly acknowledges that 120Water has no obligations with regard to third party software or services. In the event 120Water is required to integrate with or otherwise interface with third party software, Customer agrees to secure all rights necessary to enable 120Water to perform such work, and Customer represents, warrants and covenants that it has or will secure at Customer's sole cost all access and license rights necessary to enable 120Water to perform its obligations hereunder. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, 120WATER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THIRD PARTY SERVICES OR SOFTWARE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT 120WATER HAS NO LIABILITY, DIRECT OR INDIRECT AND REGARDLESS OF THE THEORY OF LAW, FOR THIRD PARTY SERVICES AND SOFTWARE.

6.4 EXCEPT FOR THE WARRANTIES EXPRESSLY STATED HEREIN, 120WATER PROVIDES ALL SERVICES AS-IS, WITHOUT WARRANTY OF ANY KIND, AND 120WATER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE REGARDING MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

6.5 Customer acknowledges and agrees that the SaaS Services, the Professional Services, the 120Water Software Platform, Deliverables, or any other materials or services provided hereunder are intended to provide Customer with a means of sampling, testing, and monitoring water for contaminants. 120Water uses third party labs and service providers to perform certain components of the Services and, while 120Water endeavors to maintain relationships with dependable, accurate and timely third party service providers, 120WATER DOES NOT CONTROL SUCH SERVICE PROVIDERS, AND THEREFORE HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND LIABILITY FOR ANY INACCURATE, UNTIMELY, OR OTHERWISE ERRONEOUS DELIVERABLES INCLUDING DATA, ALERTS, OR INFORMATION ATTRIBUTABLE TO SUCH SERVICE PROVIDERS.

6.6 Understanding that 120Water is not responsible for any contaminants or other harmful conditions present in water or other materials tested hereunder, Customer assumes full and sole responsibility for all risks associated therewith, and with Customer's use of or reliance on 120Water providing the SaaS Services, the Professional Services, the 120Water Software Platform, Deliverables, or any other materials, both known and unknown, inherent or otherwise, related thereto, errors and omissions in providing them, and Customer's enjoyment thereof. Customer hereby voluntarily accept the risks associated with 120Water's provision of the SaaS Services, the Professional Services, the 120Water Software Platform, Deliverables, or any other materials.

6.7 Acknowledging that such risks exist, CUSTOMER HEREBY RELEASES AND DISCHARGES 120WATER, ITS OFFICERS, REPRESENTATIVES, DIRECTORS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSORS, AGENTS AND EMPLOYEES, RELATED ENTITIES, SUCCESSORS AND ASSIGNS AND EACH OF THEM (HEREINAFTER FOR PURPOSES OF THIS SECTION 6.7 AND SECTION 7.1 INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "120WATER"), FROM ANY AND ALL ACTUAL OR ALLEGED DEMANDS, LOSSES, CLAIMS, DAMAGES, SUITS, STRICT LIABILITY ACTIONS, CLASS ACTIONS, NEGLIGENCE ACTIONS, IMPLIED WARRANTY ACTIONS, EXPRESS WARRANTY ACTIONS, EXPENSES, ATTORNEY FEES, AND LIABILITY RELATING TO ANY INJURY, DEATH, OR DAMAGES TO ANY PERSON OR PROPERTY (WHETHER TANGIBLE OR INTANGIBLE), INCLUDING ANY DATA, SOFTWARE, HARDWARE, NETWORKS, SYSTEMS, CUSTOMIZATIONS, OTHER INFORMATION, PERSON OR PROPERTY SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED WHICH ARISES OUT OF OR IS RELATED IN ANY MANNER TO THE POSSESSION OR USE OF THE SAAS SERVICES, THE PROFESSIONAL SERVICES, THE 120WATER SOFTWARE PLATFORM, DELIVERABLES, OR ANY OTHER MATERIALS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY CLAIM THAT THE ACT OR OMISSION COMPLAINED OF WAS CAUSED SOLELY OR IN PART BY THE NEGLIGENCE IN ANY FORM OF 120WATER.

7. INDEMNIFICATION

7.1 Customer further agrees to INDEMNIFY, HOLD HARMLESS, AND DEFEND in any action or proceeding, 120Water from and against all actual or alleged demands, damages, losses, claims, suits, strict liability actions, negligence actions, implied warranty actions, class actions, liability relating to any injury, death, or damages to any person or property, express warranty actions, expenses, and attorney fees ("Claims") for or relating to the possession or use of the SaaS Services, the Professional Services, the

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7.2 120Water shall defend, indemnify and hold Customer and its respective officers, directors, and employees, harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits or proceedings ("Damage Claims") made or brought against Customer by a third party alleging that Customer's use of the SaaS Services within the scope of this Agreement infringes or misappropriates such third party's United States patent, copyright, trademark or trade secret; provided, however, that 120Water shall have no such indemnification obligation to the extent such infringement: (a) relates to use of the SaaS Services or any Deliverable in combination with other software, data products, processes, or materials not provided by 120Water and the infringement would not have occurred but for the combination; (b) arises from or relates to modifications to the SaaS Services or any Deliverable not made by 120Water; (c) relates to Customer Data or any third party product or service, or (d) where Customer continues the activity or use constituting or contributing to the infringement after notification thereof by 120Water.

7.3 Procedure. As an express condition to the indemnifying party's obligation under this Section 7, the party seeking indemnification must: (a) promptly notify the indemnifying party in writing of the applicable Claim for which indemnification is sought (except that any delay on the part of the indemnified party in providing such notice shall not relieve the indemnifying party of its indemnification obligation except to the extent the it is prejudiced thereby); and (b) provide the indemnifying party with all reasonable non-monetary assistance, information and authority reasonably required for the defense and settlement of such Claim.

8. LIMITATIONS

8.1 Limitation of Liability. SUBJECT TO SECTION 8.3 HEREOF, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

8.2 Exclusion of Consequential and Related Damages. SUBJECT TO SECTION 8.3 HEREOF, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE HOWEVER CAUSED, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOOD WILL, WORK STOPPAGE, DATA LOSS, LOST PROFIT OR COMPUTER FAILURE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 THE RESTRICTIONS ON THE TYPES AND AMOUNTS OF DAMAGES FOR WHICH A PARTY MAY BE LIABLE HEREUNDER SHALL NOT APPLY TO CUSTOMER'S LIABILITY FOR BREACH OF 120WATER'S PROPRIETARY RIGHTS HEREUNDER AND AMOUNTS PAYABLE PURSUANT TO CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

9. TERM & TERMINATION

9.1 Term. This Agreement commences on the earlier of (a) the date both parties execute an initial Order or (b) the date you initially begin using the Services, and continues through the expiration of all Orders in effect between the parties hereunder (including any renewals as set forth below) unless earlier terminated as set forth in this Section 9 (the "Term"). Subscriptions to the SaaS Services commence on the Subscription Start Date and continue for the Subscription Term specified in the applicable Order. Thereafter, the Subscription Term shall automatically renew for successive one (1) year renewal terms unless a party provides the other party notice of its intent not to renew at least thirty (30) days in advance of the end of the then-current term. Professional Services shall commence on the Project Start Date and shall continue until such Professional Services are completed.

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terminated by either party immediately upon written notice to the other party if the other party: (a) becomes insolvent, (b) voluntarily commences any proceeding or files any petition under applicable bankruptcy laws, (c) becomes subject to any involuntary bankruptcy or insolvency proceedings under applicable laws, which proceedings are not dismissed within thirty (30) days, (d) makes an assignment for the benefit of its creditors, or (e) appoints a receiver, trustee, custodian or liquidator for a substantial portion of its property, assets or business. In addition, 120Water may terminate this Agreement, in whole or in part, or cease provision of Services if required to comply with applicable law or regulation. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to 120Water prior to the effective date of termination. Not in limitation of any other remedies that may be available to 120Water, upon any termination for cause by 120Water, Customer shall remain obligated to pay all fees owed for the remainder of the Subscription Term, all of which fees shall become immediately due and payable in full.

9.3 Customer Data. Following the termination or expiration of this Agreement, Customer shall have thirty (30) calendar days to access its account and download/export Customer Data. Upon expiration of such thirty (30) calendar day period, 120Water shall convert Customer's account to an inactive status. 120Water may, but shall not be obligated to, delete all Customer Data after Customer's account converts to inactive status.

10. GENERAL PROVISIONS

10.1 Relationship of the Parties; Customer Name and Logo. The relationship between the parties created by this Agreement is one of independent contractors and neither party shall have the power or authority to bind or obligate the other except as expressly set forth in this Agreement. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. Customer hereby agrees to: (a) allow 120Water to use Customer's name and logo in 120Water's customer list, on 120Water's website, and in 120Water's marketing materials; and (b) subject to Customer's review and approval, which approval shall not be unreasonably withheld or delayed, allow 120Water to reference Customer in a press release that announces Customer's decision to use 120Water Services.

10.2 Assignment. Customer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of 120Water. Notwithstanding the foregoing, Customer may assign this Agreement in its entirety (including all Orders), without consent of 120Water, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of 120Water. Any attempt by Customer to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. 120Water may freely assign this Agreement and its rights and obligations hereunder, or may delegate or subcontract to third parties any of its duties and obligations hereunder, without the need for the consent of Customer. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.3 Governing Law. This Agreement shall be governed exclusively by the laws of the State of Indiana, without regard to its conflicts of laws rules.

10.4 Modifications. 120Water may make changes to this Agreement from time to time. If 120Water makes a material change to this Agreement, 120Water will inform Customer by e-mail to the e-mail address(es) noted on the Order (or subsequently designated by Customer in writing as a contact for notifications from 120Water), or through a banner or other prominent notice within the SaaS Services, or through the 120Water support platform. If Customer does not agree to the change, Customer must so notify 120Water by e-mail to support@120water.com within thirty (30) days after 120Water's notice. If Customer so notifies 120Water, then Customer will remain governed by the most recent version of this Agreement applicable to Customer until the end of the then-current period of the Subscription Term and the updated terms shall apply upon the commencement of the subsequent period of the Subscription Term. Notwithstanding the foregoing, if 120Water is required to change this Agreement in order to remain compliant with applicable law, and Customer does not agree to such change, 120Water may terminate the Customer's Order, in which case 120Water shall provide Customer with a pro-rated refund of any pre-paid fees for Service not performed by the effective date of termination.

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effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, or national or regional shortage of adequate power or telecommunications or transportation. 120Water may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 30 days or more.

10.6 Dispute Resolution and Binding Arbitration. As set forth in this Section 10.6, you, your and similar variants shall mean Customer and all Authorized Users and others using the Services under or in connection with Customer's account. Sections 10.6.1 through 10.6.3 shall apply only to a Customer that is a legal entity, not an individual consumer Customer. Dispute resolution between an individual consumer Customer and 120Water shall be governed by Sections 10.6.4 through 10.6.11 only.

10.6.1 In the event of a dispute, the parties agree to enter into good faith discussions which shall take place within fifteen (15) days of written notice from either party of a dispute.

10.6.2 Either party may refer the dispute to non-binding mediation in the event that the parties have not resolved a dispute referred to them for resolution within thirty (30) days. The parties agree that they shall attempt in good faith to resolve the dispute under the fast track mediation rules of procedure of the International Institute for Conflict Prevention & Resolution ("CPR") in effect as of the date the mediation is initiated. Unless otherwise agreed, the parties shall select a mediator from the CPR Panels of Distinguished Neutrals. If the parties cannot agree on the selection within fourteen (14) days after the matter has been referred to mediation, they will defer to the CPR to select a mediator pursuant to the CPR rules. The cost of the mediator shall be borne equally by the parties.

10.6.3 Any dispute not resolved within thirty (30) days (or within such other time period as may be agreed by the parties in writing) after appointment of the mediator, shall be finally resolved by arbitration administered by the American Arbitration Association ("AAA") in accordance with the following section of this Section 10.6.

10.6.4 YOU AND 120WATER ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

10.6.5 SUBJECT TO SECTIONS 10.6.1 AND 10.6.2, ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

10.6.6 The arbitration will be administered by the AAA in accordance with the Consumer Arbitration Rules or the Commercial Arbitration Rules and Mediation Procedures, as applicable (the "AAA Rules"), each as then in effect (the AAA Rules are available at https://www.adr.org/Rules or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

10.6.7 There shall be one arbitrator agreed to by the parties within thirty (30) days of receipt by respondents of the request for arbitration or, if the parties cannot agree to an arbitrator, the AAA will appoint one. The place of arbitration shall be Indianapolis, Indiana.

10.6.8 The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

10.6.9 In any dispute, NEITHER YOU NOR 120WATER WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one

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arbitration without the prior written consent of both parties, unless to protect or pursue a legal right.

10.6.11 If any provision of this Section 10.6 is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

10.7 Miscellaneous. This Agreement, including all Orders and Exhibits, our Privacy Policy, and Terms of Sale (if applicable), constitute the sole and entire agreement between you and 120 Water Audit, Inc., with respect to the Website, the Services, and purchased goods, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website, the Services, or purchased goods. Any inconsistency or ambiguity among such agreements shall be resolved by giving precedence in the following order: (1) this Agreement; (2) the Terms of Sale; and (3) our Privacy Policy. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Order or Exhibit, the terms in the body of this Agreement shall prevail unless expressly stated otherwise in such Order or Exhibit. When used herein, the words "includes" or "including" means "including but not limited to". Except as set forth in Section 10.4, no modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. Any provision of this Agreement which is prohibited and unenforceable in any jurisdiction shall be replaced with a valid provision that is closer to the scope and intent of the invalid provision and shall not affect the validity of the remaining provisions hereof.

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120Water™

Sales: 1-888-317-1510**Support:** 1-800-674-7961

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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:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	08-02-21
SUBJECT:	Contract Between DSS and The Relatives, Inc.

Attached please find a contract between DSS and The Relatives, Inc. to provide therapeutic foster care services.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract	8/2/2021	Backup Material

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Interim Director
DEPT: Social Services
DATE: 7/28/2021
SUBJECT: The Relatives, Inc. 22125

PURPOSE OF CONTRACT:
The vendor provides therapeutic foster care to children who are placed in the custody of RCDSS.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

Signature of Director — DATE 5/4/2021

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and The Relatives, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 561082022 and DUNS Number (required if funding from a federal funding source). 097361141

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Combined Federal Certifications (Attachment C)
   (5) Conflict of Interest Policy (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) *If applicable,* HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
   (8) Certification of Transportation (Attachment J)
   (9) *If applicable,* IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (10)Certain Reporting and Auditing Requirements (Attachment L)
   (11)State Certification (Attachment M)
   (12)Attachment N - Non-Discrimination, Clean Air, Clean Water
   (16) Contract Determination Questionnaire (required)

   These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. **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.

3. **Effective Period:** This contract shall be effective on7/1/2021 and shall terminate on 6/30/2022,
   This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $ 150,000.00. This amount consists of $ in Federal funds (CFDA #), $ in State Funds, $ in County funds

   ☒ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $150,000.00.

6. **Reversion of Funds:**
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. **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 timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Micah M. Ennis, Director	Name & Title	Micah M. Ennis, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
Email	Micah.Ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Trish Hobson, Executive Director	Name & Title	Trish Hobson, Executive Director
Company Name	The Relatives, Inc.	Company Name	The Relatives, Inc.
Mailing Address	6220 Thermal Road	Street Address	6220 Thermal Road
City State Zip	Charlotte, NC 28211	City State Zip	Charlotte, NC 28211
Telephone	704-501-8242		
Fax	704-501-8241		
Email	thobson@therelatives.org		

10. **Supplementation of Expenditure of Public Funds:**
The Contractor 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 Contractor otherwise expends for contract 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 Contractor's total expenditure of other public funds for such services.

11. **Disbursements:**
As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. **Outsourcing to Other Countries:**
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

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

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Trish Hobson — Signature
4/21/2021 — Date
Trish Hobson — Printed Name
President — Title

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)*
5/4/2021 — Date
Micah Ennis — Printed Name
Director — Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature of County Finance Officer — Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor 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 Contractor 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 County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor 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 County and the named Contractor. 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 County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government 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 Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor 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 Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor 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 County and the Contractor 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 County.

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 County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor 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 Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor 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 County. The Contractor 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.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor 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 General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. 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. 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. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

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 Contractor, 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.

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 County and the Contractor.

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.

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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor 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 County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: 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 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 Contractor shall not use the award of this contract as a part of any news release orcommercial advertising.

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 1082022**
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: The Relatives, Inc.

2. *If different* from Contract Administrator Information in General Contract:
Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):

4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit

5. Contractor's Financial Reporting Year October through September

B. Explanation of Services to be provided and to whom (include SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Emergency Shelter
1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care Therapeutic Foster Care Residential Treatment (Level 2)	$475	$581	$634
Child Placing Agency	$1,433	$1,564	$1,638
Residential Child Caring Institution	$4,279	$4,437	$4,516

Standard Board and Treatment Rates	Daily Rates	
	Board	Treatment*
Residential Treatment Level 3, 0-4 beds	$43	$232.88
Residential Treatment Level 3, 5+ beds	$33	$189.75
Residential Treatment Level 4, 0-4 beds	$43	$315.71
Residential Treatment Level 4, 5+ beds	$40	$315.71

*Treatment Rates set by DMA and are subject to change.

2. Negotiated County Rate.
Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit
CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns.
2. Complete ***Quality Standards Tool*** and provide to the County annually. (see attached)
3. Complete ***Outcome Data Dashboard*** regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.

3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.

11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

1. Provide the following for each child upon admission:
    a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
    b. Social Security card (copy of).
    c. Medicaid card.
    d. Documentation of custody.
    e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
    f. Out-of-home family services agreement.
    g. Psychological evaluation (if applicable).
    h. Immunization record.
    i. Visitation agreement (if applicable).
    j. Child Health Status Component (DSS-5125-II).
    k. Education Component (DSS-5245).
    l. Birth certificate (copy of).
    m. School enrollment letter (if applicable).
    n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
    o. Any other forms or information required by the Private Partner.

Provide Services:

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.

2. Conduct in-person visits with each child at least once a month in the placement provider's home.
3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

5/4/2021

(Date Submitted)

(Signature of Contractor)

4/21/2021

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]

   [ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity 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 a covered Federal action;

   OR

   [X] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Josh Hobson — President

Signature — **Title**

The Relatives — 4/21/2021

Contractor Name — **Date**

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Contractor's policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street 6320 Thermal Rd.

City, State, Zip Code Charlotte, NC 28211

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her 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 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. 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 $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

The Relatives, Inc.

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date Of Last Report:_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier (if known) _____ Congressional District (if known) _____	Congressional District (if known) _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ actual planned 12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. in-kind; specify: Nature _____ Value _____	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: _____ Date: _____

Federal Use Only

Authorized for Local Reproduction
Standard Form - LLL

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina

County Mecklenburg

I, Catherine C. Harrison, Notary Public for said County and State, certify that

Trish Hobson personally appeared before me this day and acknowledged

that he/she is President of the Relatives

[name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 11th day of January, 2012.

Sworn to and subscribed before me this 21st day of April, 2021

Catherine C. Harrison
(Official Seal)

Catherine C. Harrison NOTARY PUBLIC Mecklenburg County, NC

Notary Public

My Commission expires June 2, 2024

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

The Relatives
Name of Organization

Trish Hobson
Signature of Organization Official

ALEXANDER YOUTH NETWORK, INC and THE RELATIVES

CONFLICT OF INTEREST POLICY

SECTION 1. PURPOSE:

The purpose of this conflict of interest policy is to ensure that each of Alexander Youth Network, Inc., a North Carolina charitable nonprofit corporation ("AYN"), and The Relatives, a North Carolina charitable nonprofit corporation ("The Relatives, and together with AYN, "AYN"), is operated for exclusively charitable purposes and that any private benefit to individuals is only incidental to the achievement of such charitable purposes. The intent of this policy is to provide procedural guidelines for AYN to employ when contemplating entering into a transaction or arrangement that may benefit an Interested Person (as defined below).

SECTION 2. POLICY:

No Interested Person shall derive any improper personal profit or gain, directly or indirectly, by reason of his or her relationship with AYN, except that Interested Persons may be paid reasonable compensation for services rendered to AYN. All transactions with Interested Persons must (i) be consistent with AYN's charitable purpose, (ii) result from arms-length bargaining, (iii) reflect reasonable payments for the rendering of goods and services, and (iv) be properly documented and approved in accordance with AYN policy. Each Interested Person shall disclose to AYN's board of directors any personal interest that he or she may have in any matter pending before AYN's board of directors and shall refrain from participation in any decision related to such matter.

SECTION 3. SCOPE:

This policy applies to all persons in a position to exercise substantial influence over the affairs of AYN including, without limitation, officers, trustees, any department manager and any person who makes hiring or purchasing decisions on behalf of AYN (each an "Interested Person"). This policy also covers immediate family members of Interested Persons, including one's spouse, children, siblings or parents, whether by blood or by marriage, and entities in which any Interested Person or the immediate family member of an Interested Person has, directly or indirectly, a material financial or other beneficial interest as follows:

1. Any ownership or investment interest of (or right to acquire) 5% or more of an organization's outstanding stocks or bonds.
2. Any loan to or from an organization (other than bank loans for ordinary consumer purposes).
3. Any employment or independent contractor arrangement, other compensation or other financial arrangement with an organization.
4. Position as a director or officer of an organization.
5. Control of voting rights of an organization in excess of 5%.

SECTION 4. POTENTIAL CONFLICTS:

Conflicts of interest may arise with respect to the relations of any Interested Person with any of the following third parties:

1. Persons and entities supplying goods and services or client referrals to AYN.
2. Persons and entities from whom or from which AYN leases or purchases real or personal property.
3. Competing organizations.
4. Donors and others supporting AYN.

Conflicts of interest also may arise with respect to relations between Interested Persons and AYN. Such relations include, but are not limited to, compensation and other financial arrangements.

SECTION 5. NATURE OF CONFLICTING INTERESTS:

Any interest, direct or indirect, of an Interested Person with any persons or entities described in Section 3 above may be a conflicting interest. Such conflicting interests may arise with respect to the following:

1. Owning stock or holding debt or other proprietary interests in any third party dealing with AYN.
2. Holding office, serving on the board, participating in management, being employed by or acting in any way as an advisor or consultant of any third party dealing with AYN.
3. Receiving compensation for services with respect to individual transactions or arrangements involving AYN.
4. Using the time, personnel, equipment, supplies or goodwill of AYN for purposes not in furtherance of AYN's charitable purposes or not approved by AYN.
5. Receiving personal gifts, entertainment, or loans from third parties dealing or competing with AYN.

SECTION 6. INTERPRETATION:

The areas of conflict listed in Section 3 above, and the relations in those areas that may give rise to conflicts listed in Section 4 above, are not exhaustive. Conflicts may arise in other areas or through other relations. Interests listed in Section 4 above do not always give rise to a conflict; however, the existence of any interest listed in Section 4 shall be disclosed by the Interested Person to the board chair in accordance with Section 6 below as soon as the Interested Person learns of the conflict, and in any event, before any transaction or arrangement potentially giving rise to a conflict is consummated. Each Interested Person has a continuing obligation to scrutinize his or her personal and business relationships for actual and potential conflicts and to immediately make such disclosures in accordance with Section 6 below, even if it is not entirely clear that a conflict of interest exists.

SECTION 7. DISCLOSURE POLICY AND PROCEDURES:

Interested Persons may undertake conflict of interest transactions or arrangements only if each of the following is observed:

1. All material facts related to the actual or potential conflicting interest are fully disclosed to the board of directors.
2. At the request of the board, the applicable Interested Person may make a presentation to the board regarding the nature of the conflicting interest and may respond to any questions the board of directors may have. However, such Interested Person is excluded from the discussion of and vote on whether the transaction or arrangement constitutes a conflict of interest.
3. The board obtains and relies upon appropriate comparability data with respect to the transaction or arrangement and determines after due diligence that the transaction or arrangement is fair, reasonable and in the best interests of AYN.
4. Based on such determinations, the board votes to approve the transaction in the absence of the Interested Person.
5. Each of the foregoing is documented in the minutes of the board meeting at which the transaction or arrangement is considered.

SECTION 8. CONFIDENTIALITY:

Each Interested Person shall not (i) disclose confidential information acquired in connection with such person's status with AYN, including information the disclosure of which could be adverse to AYN's interests or (ii) disclose or use information relating to AYN for the personal profit or advantage of such Interested Person.

SECTION 9. DISCLOSURE STATEMENT:

Every Interested Person shall (i) complete a "Conflict of Interest Disclosure Statement" on an annual basis that provides information concerning such person's involvement (or the involvement of such person's immediate family) in entities which may deal or compete with AYN and (ii) affirm that he or she (w) has received a copy of the conflicts of interest policy, (x) has read and understands the policy, (y) has agreed to comply with the policy, and (z) understands that AYN is a charitable organization and that in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes. In addition, all Interested Persons should immediately disclose to the board chair any new conflict as it arises.

SECTION 10. VIOLATIONS:

Violations of the conflicts of interest policy may subject Interested Persons to appropriate sanctions, including removal from their positions. Any suspected violation may be investigated, and the Interested Person may be required to provide information and explanations. All such situations shall be brought to the board of directors for final resolution.

Approved by the Alexander Youth Network Board of Directors on January 11, 2012

Trish Hobson, President

The Relatives

Date: April 21, 2021

To: Rowan Co DSS

Certification:

We certify that The Relatives, Inc. 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. 143C-10-1b.

Sworn Statement:

Trish Hobson and Manuel M. Gomez, being duly sworn, say that we are President and Chief Financial Officer, respectively, of The Relatives, Inc. of Charlotte 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.

Trish Hobson, President

Manuel M. Gomez, CFO

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

(Notary Signature and Seal

Catherine C. Harrison NOTARY PUBLIC Mecklenburg County, NC

My Commission expires June 2, 2024

[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."

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

[signature]	President
Signature	Title
The Relatives	4/21/2021
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: The Relatives

Contractor's Authorized Agent: Signature Trish Hobson Date 4/21/2021

Printed Name Trish Hobson Title President

Witness: Signature [signature] Date 4/21/2021

Printed Name Catherine Harrison Title Contracts Specialist

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).
The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Josh Hoban — Signature

President — Title

The Relatives — Agency/Organization

4/21/2021 — Date

(Certification signature should be same as Contract signature.)

Internal Revenue Service
District Director

Department of the Treasury

Date:

SEP 18 1978

Employer Identification Number:
56-1082022
Accounting Period Ending:
June 30
Foundation Status Classification:
170(b)(1)(A)(vi) and 509(a)(1)
Advance Ruling Period Ends:
June 30, 1980
Person to Contact:
Martha Thompson
Contact Telephone Number:
404/221-4516
File No. 580001651

The Relatives, Inc.
1000 East Boulevard
Charlotte, North Carolina 28205

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 170(b)(1)(A)(vi) and 509(a)(1).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 170(b)(1)(A)(vi) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

P. O. Box 632, Atlanta, Georgia 30301 (over)

Letter 1045(DO) (6-77

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should call us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than $10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Thomas P. Schuele

Exempt Organization Specialist

Enclosures 2
Form 990
Instructions for Form 990

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
The Relatives, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1100 East Blvd

Requester's name and address (optional)

City, state, and ZIP code
Charlotte, NC 28203

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
56 : 1082022

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ Oct. 10, 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ALEXYOU-01 APASSMORE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hood Hargett & Associates, Inc. PO Box 30127 Charlotte, NC 28230	CONTACT NAME: PHONE (A/C, No, Ext): (704) 374-1863 FAX (A/C, No): (704) 374-9403 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	18058
INSURER B : StoneWood Insurance Company	11828
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Alexander Youth Network; The Relatives
P. O. Box 220632
Charlotte, NC 28222

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR X Sexual Abuse/Molest X included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		PHPK2038066	9/30/2020	9/30/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2038066	9/30/2020	9/30/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED X RETENTION $ 10,000			PHUB693648	9/30/2020	9/30/2021	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC10000095502020A	9/30/2020	9/30/2021	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Professional Liab.			PHPK2038066	9/30/2020	9/30/2021	$1mil/$3mil	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sexual Abuse & Molestation Coverage at $1,000,000 per occurrence limit included under the General Liability policy

Professional Liability (errors & omissions) Aggregate limit = $3,000,000
retro date: 8/1/03

CERTIFICATE HOLDER

Rowan County DSS
Attn: Donna F. Fayko
Director 1813 East Innes Street
Salisbury, NC 28146

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	08-02-21
SUBJECT:	Contract Between DSS and Crossnore School and Childrens Home

---

Attached please find a contract between DSS and Crossnore School and Children's Home to provide therapeutic foster care services.

Please approve the attached request.

ATTACHMENTS:

Description	Upload Date	Type
Contract	8/2/2021	Backup Material

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE: 7/27/2021
SUBJECT: Crossnore School & Children's Home Contract 22117

PURPOSE OF CONTRACT:
The vendor provides therapeutic foster care services to children that are in the custody of RCDSS.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

5/24/2021

Signature of Director **DATE**

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Crossnore School & Children's Home (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-0567980 and DUNS Number (required if funding from a federal funding source). 162977185

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Combined Federal Certifications (Attachment C)
   (5) Conflict of Interest Policy (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) *If applicable,* HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
   (8) Certification of Transportation (Attachment J)
   (9) *If applicable,* IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (10)Certain Reporting and Auditing Requirements (Attachment L)
   (11)State Certification (Attachment M)
   (12)Attachment N - Non-Discrimination, Clean Air, Clean Water
   (16) Contract Determination Questionnaire (required)

   These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. **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.

3. **Effective Period:** This contract shall be effective on7/1/2021 and shall terminate on 6/30/2022,
   This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $ 240,000.00.
   This amount consists of $ in Federal funds (CFDA #), $ in State Funds, $ in County funds

   ☒ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $240,000.00.

6. **Reversion of Funds:**
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. **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 timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Micah M. Ennis, Director	Name & Title	Micah M. Ennis, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
Email	Micah.Ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Kacy Carter, Assistant Director	Name & Title	Kacy Carter, Assistant Director
Company Name	Crossnore School & Children's Home	Company Name	Crossnore School & Children's Home
Mailing Address	PO Box 249	Street Address	100 Dar Drive
City State Zip	Crossnore NC 28616	City State Zip	Crossnore NC 28616
Telephone	336-721-7600		
Fax	336-728-4355		
Email	kcarter@crossnore.org		

10. **Supplementation of Expenditure of Public Funds:**
The Contractor 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 Contractor otherwise expends for contract 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 Contractor's total expenditure of other public funds for such services.

11. **Disbursements:**
As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. **Outsourcing to Other Countries:**
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

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

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Signature — Date: 4-27-21

Brett Loftis — Printed Name

CEO — Title

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* — Date: 5/24/2021

Micah Ennis — Printed Name

DIRECTOR — Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature of County Finance Officer — Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor 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 Contractor 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 County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor 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 County and the named Contractor. 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 County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government 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 Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor 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 Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor 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 County and the Contractor 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 County.

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 County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor 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 Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor 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 County. The Contractor 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.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor 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 General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. 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. 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. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

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 Contractor, 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.

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 County and the Contractor.

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.

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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor 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 County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: 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 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 Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 56-0567980**
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Crossnore School & Children's Home

2. *If different* from Contract Administrator Information in General Contract:

Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):

4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit

5. Contractor's Financial Reporting Year October through September

B. Explanation of Services to be provided and to whom (include SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential Child Caring Institution/Therapeutic Foster Care/Traditional Foster Care/ Adoptions

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care Therapeutic Foster Care Residential Treatment (Level 2)	$475	$581	$634
Child Placing Agency	$1,433	$1,564	$1,638
Residential Child Caring Institution	$4,279	$4,437	$4,516

Standard Board and Treatment Rates	Daily Rates	
	Board	Treatment*
Residential Treatment Level 3, 0-4 beds	$43	$232.88
Residential Treatment Level 3, 5+ beds	$33	$189.75
Residential Treatment Level 4, 0-4 beds	$43	$315.71
Residential Treatment Level 4, 5+ beds	$40	$315.71

*Treatment Rates set by DMA and are subject to change.

2. Negotiated County Rate.
Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit
CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns.
2. Complete ***Quality Standards Tool*** and provide to the County annually. (see attached)
3. Complete ***Outcome Data Dashboard*** regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.

2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.

10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

1. Provide the following for each child upon admission:
    a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
    b. Social Security card (copy of).
    c. Medicaid card.
    d. Documentation of custody.
    e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
    f. Out-of-home family services agreement.
    g. Psychological evaluation (if applicable).
    h. Immunization record.
    i. Visitation agreement (if applicable).
    j. Child Health Status Component (DSS-5125-II).
    k. Education Component (DSS-5245).
    l. Birth certificate (copy of).
    m. School enrollment letter (if applicable).
    n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
    o. Any other forms or information required by the Private Partner.

Provide Services:

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
2. Conduct in-person visits with each child at least once a month in the placement provider's home.
3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)	**(Signature of Contractor)**
6/1/2021	5/23/21
(Date Submitted)	**(Date Submitted)**

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]

   [ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make,** a payment to a lobbying entity 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 a covered Federal action;

   OR

   [✓] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature: [signature] Title: CEO

Contractor Name: Crossnore School & Children's Home / Bret Loftis Date: 4-27-21

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Contractor's policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

(1) Street: 100 DAR Dr.

City, State, Zip Code: Crossnore NC 28616

(2) Street: 1001 Reynolda Rd

City, State, Zip Code: Winston Salem NC 27104

(3) 709 5th Ave W
Hendersonville, NC 28739

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her 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 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. 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 $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Crossnore School & Children's Home

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	☐ a. Initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date Of Last Report:_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier (if known) _____ Congressional District (if known) _____	Congressional District (if known) _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ actual planned 12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina

County Avery

I, Kathy Dellinger, Notary Public for said County and State, certify that

Brett A. Loftis personally appeared before me this day and acknowledged

that he/she is CEO of Crossnore School & Children's Home [name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 5th day of June, 2017.

Sworn to and subscribed before me this 27th day of April, 2021

Kathy Dellinger (Official Seal) Notary Public

My Commission expires 6-25, 2021

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Crossnore School & Children's Home
Name of Organization

Signature of Organization Official

CROSSNORE
school & children's home
goodness grows here

April 24, 2021

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that Crossnore School & Children's Home does not have any overdue tax debts, as defined by NCGS 105-243.1, at the federal, state or local level. We further understand that any person wh9o makes a false statement in violation of NCGS 143C-6-23© is guilty of a criminal offense punishable as provided in NCGS 143C-10-1b.

Sworn Statement:

Bick Cardwell and Brett Loftis being duly sworn, say that we are the Board Chair and CEO respectively, of Crossnore School & Children's Home of Crossnore 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 Signature

_____ CEO Signature

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

Notary Signature & Seal Kathy Dellinger My commission Expires: 6-25-21

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

GS 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 GS 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.

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

[signature]	CEO
Signature	Title
Crossnore School & Children's Home	4-27-21
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009),** the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3,** the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b),** the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b),** the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C,** the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Crossnore School & Children's Home

Contractor's Authorized Agent: Signature [signature] Date 4-27-21

Printed Name Brett Loftis Title CEO

Witness: Signature Kathy Dellinger Date 4-27-21

Printed Name Kathy Dellinger Title 4-27-21

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).
The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Signature _____ Title CEO

Crossnore School & Children's Home
Agency/Organization _____ Date 4-27-21

(Certification signature should be same as Contract signature.)

Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 4051091934
Mar. 06, 2017 LTR 4168C 0
56-0567980 000000 00
00029444
BODC: TE

THE CROSSNORE SCHOOL & CHILDRENS
HOME
PO BOX 249
CROSSNORE NC 28616-0249

011998

Employer ID Number: 56-0567980
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Jan. 30, 2017, regarding your tax-exempt status.

We issued you a determination letter in DECEMBER 1939, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

CROSSNORE
school & children's home

April 24, 2021

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that Crossnore School & Children's Home does not have any overdue tax debts, as defined by NCGS 105-243.1, at the federal, state or local level. We further understand that any person who makes a false statement in violation of NCGS 143C-6-23(c) is guilty of a criminal offense punishable as provided in NCGS 143C-10-1b.

Sworn Statement.

Bick Cardwell and Brett Loftis being duly sworn, say that we are the Board Chair and CEO respectively, of Crossnore School & Children's Home of Crossnore 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.

B W Cardwell Board Chair Signature

CEO Signature

Sworn to and subscribed before me on this day of the state of said certification

Notary's Signature & Seal Kirsten Ahrens My commission Expires: 4-26-21

KIRSTEN AHRENS NOTARY EXPIRES GEORGIA April 26 2021 PUBLIC PAULDING COUNTY

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the NC Office of State Budget and Management, VCGrant@osbm.nc.gov, 919-807-4791.

GS 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 GS 105-237 within 60 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.

CROSSNORE
school & children's home

April 24, 2021

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that Crossnore School & Children's Home does not have any overdue tax debts, as defined by NCGS 105-243.1, at the federal, state or local level. We further understand that any person who makes a false statement in violation of NCGS 143C-6-23(b) is guilty of a criminal offense punishable as provided in NCGS 143C-10-1b.

Sworn Statement.

Bick Cardwell and Brett Loftis being duly sworn, say that we are the Board Chair and CEO respectively, of Crossnore School & Children's Home of Crossnore 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.

Bick Cardwell Board Chair Signature

CEO Signature

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

Notary Signature & Seal Kirsten Ahrens My Commission Expires: 4-26-21

KIRSTEN AHRENS NOTARY EXPIRES GEORGIA April 26, 2021 PUBLIC FULTON COUNTY

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the NC Office of State Budget and Management at [illegible]

GS 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 GS 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.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
The Crossnore School & Children's Home

2 Business name/disregarded entity name, if different from above
Crossnore School & Children's Home

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 249; 100 DAR Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Crossnore, NC 28616

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
5	6	–	0	5	6	7	9	8	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 10/23/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Client#: 278542 30CROSSSCH

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Susan Stephenson
McGriff Insurance Services 301 College St., Ste. 208 Asheville, NC 28801 828 277-3930	PHONE (A/C, No, Ext): 828 277-3930 FAX (A/C, No): 888-827-9875 E-MAIL ADDRESS: CCertTeam@Mcgriff.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Berkley Regional Insurance Company — 29580
INSURED Crossnore School, Inc.& Children's Home P O Box 249 100 Dar Drive Crossnore, NC 28616	INSURER B : United Wisconsin Insurance Company — 29157
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HHS858503811	09/30/2020	09/30/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			HHS858503811	09/30/2020	09/30/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Drive Oth Car							$
A	UMBRELLA LIAB OCCUR			HHS858503811	09/30/2020	09/30/2021	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0400182729	09/30/2020	09/30/2021	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Professional Liab			HHS858503811	09/30/2020	09/30/2021	$1,000,000/$3,000,000	
	Sexual Abuse			HHS858503811	09/30/2020	09/30/2021	$1,000,000/$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Angela Squire, Anna McLaughlin, Anthony Negron, Daniela Salgado dos Santos, Deana Bramley, Deanna La, Eric Pitts, Johannes Steffin, Kelly French, Kelly Rodrigues, Kristina Beck, Lauren Staley, Mary Anne Helm, Marysabel Vasquez, Meredith Martin, Rachel Powell, Robert Hodges, Teri Black, Teyara Hudson, Tina Harrold, Zachary Champion and other employees are included as an insured while working within the scope of their duties for the Insured.
(See Attached Descriptions)

CERTIFICATE HOLDER

Rowan County DSS
1813 E. Innes Street
Salisbury, NC 28146

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan I. Stephenson

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DESCRIPTIONS (Continued from Page 1)

** Supplemental Name **
First Supplemental Name applies to all policies - Crossnore School & Children's Home
Policy# HHS858503811 - : Crossnore School & Children's Home

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:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	08-02-21
SUBJECT:	Contract Between DSS and Primary Care Solutions

Attached please find a contract between DSS and Primary Care Solutions to provide therapeutic foster care services.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract	8/3/2021	Backup Material

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Interim Director
DEPT: Social Services
DATE: 7/22/2021
SUBJECT: Primary Care Solutions, Inc. 22100

PURPOSE OF CONTRACT:
The vendor provides therapeutic foster care to children who are placed in the custody of RCDSS.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

Signature of Director — DATE 5/4/2021

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Primary Care Solutions, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 31-1701481 and DUNS Number (required if funding from a federal funding source). 969130793

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Combined Federal Certifications (Attachment C)
   (5) Conflict of Interest Policy (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) *If applicable,* HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
   (8) Certification of Transportation (Attachment J)
   (9) *If applicable,* IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (10)Certain Reporting and Auditing Requirements (Attachment L)
   (11)State Certification (Attachment M)
   (12)Attachment N - Non-Discrimination, Clean Air, Clean Water
   (16) Contract Determination Questionnaire (required)

   These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. **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.

3. **Effective Period:** This contract shall be effective on7/1/2021 and shall terminate on 6/30/2022,
   This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $ 150,000.00.
   This amount consists of $ in Federal funds (CFDA #), $ in State Funds, $ in County funds

   ☒ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $150,000.00, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $_____.

6. **Reversion of Funds:**
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. **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 timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Micah M. Ennis, Director	Name & Title	Micah M. Ennis, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
Email	Micah.Ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	William Bullock, President	Name & Title	William Bullock, President
Company Name	Primary Care Solutions, Inc.	Company Name	Primary Care Solutions, Inc.
Mailing Address	5601 Executive Center Drive Suite 200	Street Address	5601 Executive Center Drive Suite 200
City State Zip	Charlotte, NC 28212	City State Zip	Charlotte, NC 28212
Telephone	704-537-1022		
Fax	704-569-0822		
Email	wbullock@primarycaresolutions.org		

10. **Supplementation of Expenditure of Public Funds:**
The Contractor 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 Contractor otherwise expends for contract 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 Contractor's total expenditure of other public funds for such services.

11. **Disbursements:**
As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. **Outsourcing to Other Countries:**
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

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

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

William Bullock — 4/9/21
Signature — Date

William Bullock — President
Printed Name — Title

COUNTY

5/4/2021
Signature *(must be legally authorized to sign contracts for County DSS)* — Date

Micah Ennis — DIRECTOR
Printed Name — Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature of County Finance Officer — Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor 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 Contractor 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 County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor 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 County and the named Contractor. 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 County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government 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 Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor 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 Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor 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 County and the Contractor 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 County.

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 County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor 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 Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor 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 County. The Contractor 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.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor 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 General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. 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. 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. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

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 Contractor, 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.

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 County and the Contractor.

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.

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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor 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 County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: 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 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 Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 31-1701481**
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Primary Care Solutions, Inc.

2. *If different* from Contract Administrator Information in General Contract:

Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):

4. Status: ☐ Public ☐ Private, Not for Profit ☒ Private, For Profit

5. Contractor's Financial Reporting Year January through December

B. Explanation of Services to be provided and to whom (include SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential Treatment/Level 3/5+ beds

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care Therapeutic Foster Care Residential Treatment (Level 2)	$475	$581	$634
Child Placing Agency	$1,433	$1,564	$1,638
Residential Child Caring Institution	$4,279	$4,437	$4,516
Standard Board and Treatment Rates	Daily Rates		
	Board	Treatment*	
Residential Treatment Level 3, 0-4 beds	$43	$232.88	
Residential Treatment Level 3, 5+ beds	$33	$189.75	
Residential Treatment Level 4, 0-4 beds	$43	$315.71	
Residential Treatment Level 4, 5+ beds	$40	$315.71	
*Treatment Rates set by DMA and are subject to change.			

2. Negotiated County Rate.
Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit
CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns.
2. Complete ***Quality Standards Tool*** and provide to the County annually. (see attached)
3. Complete ***Outcome Data Dashboard*** regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.

3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.

11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

1. Provide the following for each child upon admission:
    a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
    b. Social Security card (copy of).
    c. Medicaid card.
    d. Documentation of custody.
    e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
    f. Out-of-home family services agreement.
    g. Psychological evaluation (if applicable).
    h. Immunization record.
    i. Visitation agreement (if applicable).
    j. Child Health Status Component (DSS-5125-II).
    k. Education Component (DSS-5245).
    l. Birth certificate (copy of).
    m. School enrollment letter (if applicable).
    n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
    o. Any other forms or information required by the Private Partner.

Provide Services:

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.

2. Conduct in-person visits with each child at least once a month in the placement provider's home.
3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

5/4/2021

(Date Submitted)

(Signature of Contractor)

4/9/21

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]

   [ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity 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 a covered Federal action;

   OR

   [X] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

J. Willis Bullock — President

Signature — **Title**

Primary Care Solutions Inc — 4/9/21

Contractor Name — **Date**

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Contractor's policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

   Address

   Street

   _____

   City, State, Zip Code

   _____

   Street

   _____

   City, State, Zip Code

   _____

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her 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 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. 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 $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Primary Care Solutions, Inc.

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date Of Last Report:_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier (if known) _____ Congressional District (if known) _____	Congressional District (if known) _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ actual planned 12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of NC

County Union

I, Rhonda L. Cureton, Notary Public for said County and State, certify that

William Bullock personally appeared before me this day and acknowledged

that he/she is President of Primary Care Solutions Inc [name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 9 day of April, 21.

Sworn to and subscribed before me this 9 day of April, 21.

Rhonda L. Cureton
(Official Seal) Notary Public

My Commission expires Dec. 4, 20 21

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Primary Care Solutions Inc
Name of Organization

William Bullock
Signature of Organization Official

Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

##ContractorName##
Name of Organization

Signature of Organization Official

4/9/21
Date

Attachment E – No Overdue Tax Debts

Instructions: Grantee/Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the County Department of Social Services/Human Services.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

First Solution in Residential, Therapeutic, and Supported Employment Services

[Date of Certification 4/7/2021]

To: Rowan County Department of Social Services
Certification:

We certify that the [Primary Care Solutions, Inc.] 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.) 143C-10-1b.

Sworn Statement:

Mr. William Bullock and [Mrs. Marisil Burgos] being duly sworn, say that we are the CEO and [QA/QI Director], respectively, of [Primary Care Solutions, Inc.] of [Charlotte] 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

MA, QP
QA/QI Director

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

(Notary Signature and Seal)

My Commission Expires: 12-4-21

[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."

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

Signature: [signature] Title: President

Agency/Organization: Primary Care Solutions Inc Date: 4/6/21

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Primary Care Solutions Inc.

Contractor's Authorized Agent: Signature William Bullock Date 4/9/21

Printed Name William Bullock Title President

Witness: Signature MRMP Date 4/9/21

Printed Name Marisil Burgos Title OA/QI Director

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Signature _____ Title President

Primary Care Solutions Inc _____ Date 4/9/21

Agency/Organization

(Certification signature should be same as Contract signature.)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Primary Care Solutions, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5601 Executive Center Drive, Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code
Charlotte NC 28212

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	1	–	1	7	0	1	4	8	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4/9/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Rankin Insurance Group, Inc.
16112 Old Statesville Road
Huntersville NC 28078

CONTACT NAME: Darrin L Rankin
PHONE (A/C, No, Ext): (704) 896-9393 **FAX (A/C, No):** (704) 896-9394
E-MAIL ADDRESS: info@rankininsurancegroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Progressive Southeastern Insurance Company	
INSURER B: PHILADELPHIA INSURANCE COMPANY	
INSURER C: NATIONAL LIABILITY & FIRE INSURANCE CO	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

PRIMARY CARE SOLUTIONS INC
5601 Executive Center Drive
Suite 200
Charlotte NC 28212

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK1504730	06/07/2021	06/07/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			08040074-1	08/20/2020	08/20/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical Payments	$ 1,000,000 $ $ $ $ 5,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			PHUB707151	06/07/2021	06/07/2022	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A9WC904587	12/27/2020	12/27/2021	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Sexual Abuse Molestation Professional Liability			PHPK1504730	06/07/2021	06/07/2022	$1,000,000/$1,000,000 $1,000,000/$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Rowan County
1813 E Innes Street
Salisbury NC 28146

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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: Alyssa Harris, Public Health Director
DATE: 08/06/2021
SUBJECT: Bi-weekly Environmental Health Report

Bi-weekly EH report

ATTACHMENTS:

Description	Upload Date	Type
Bi-Weekly Commission Report for Environmental Health	8/6/2021	Backup Material

ONSITE WASTEWATER REPORT

	NUMBER OF INSPECTIONS											
DATE RANGE	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5, S7)	IP's Requested	Existing System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	Final Septic Inspections (S19)	Well Grouts (W2)	Complaints Visited (S25)	Backlog
Nov-20	27	26	151	46	52	46	6	6	49	27	8	5 weeks 2 days
Dec-20	20	22	159	37	31	37	2	3	27	23	17	3 weeks 2 days
Jan-21	37	24	181	66	38	66	7	8	24	25	13	2 weeks 1 day
Feb-21	49	24	189	48	29	48	9	9	26	24	32	4 weeks 4 days
Mar-21	48	47	182	68	54	68	2	3	52	47	11	5 weeks 2 days
Apr-21	37	32	245	52	48	52	8	10	50	56	6	4 weeks 2 days
May-21	30	37	196	68	58	68	4	2	42	27	13	3 weeks 1 day
Jun-21	55	57	187	67	59	67	4	8	37	38	13	4 weeks 4 days
Jul-21	42	29	190	53	40	53	5	11	47	30	5	3 weeks 2 days
Total	345	298	1680	505	409	505	47	60	354	297	118	

BI-WEEKLY ONSITE WASTEWATER REPORT

	NUMBER OF INSPECTIONS											
DATE RANGE	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5, S7)	IP's Requested	Existing System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	Final Septic Inspections (S19)	Well Grouts (W2)	Complaints Visited (S25)	Backlog
0ct. 26 - Nov. 6	34	13	99	24	29	22	2	0	20	23	6	4 weeks 4 days
Nov. 9 - Nov. 20	16	12	78	26	28	22	2	1	24	18	7	4 weeks 4 days
Nov. 23-Dec. 4	13	11	64	19	21	19	1	0	14	7	1	5 weeks 2 days
Dec. 7 - Dec. 18	15	13	62	24	19	24	0	2	15	10	16	4 weeks
Dec. 21 - Jan. 1	1	7	58	10	6	11	1	1	8	11	1	3 weeks 2 days
Jan. 4 - Jan. 15	20	22	84	26	18	26	1	1	10	12	7	2 weeks 3 days
Jan. 18 - Feb. 5	28	14	126	48	27	48	6	0	23	18	10	2 weeks 1 day
Feb. 8 - Feb. 19	23	16	92	29	11	29	8	1	13	9	20	3weeks 3 days
Feb. 22 - Mar. 5	23	10	95	32	8	32	2	0	14	19	9	5 weeks 2 days
Mar. 8 - Mar. 19	16	26	68	28	32	28	1	2	14	15	6	4 weeks
Mar. 22 - Apr. 2	21	24	79	40	20	40	0	5	28	24	4	4 weeks 3 days
Apr. 5 - Apr. 16	16	14	110	24	19	24	4	5	28	26	1	4 weeks 3 days
Apr.19 - Apr. 30	17	16	118	22	27	22	4	6	21	28	5	4 weeks 2 days
May 3 - May 14	14	19	87	42	32	42	4	1	22	8	0	3 weeks 2 days
May 17 - May 28	15	18	109	26	24	26	0	1	20	19	3	3 weeks 1 day
May 31 - June 11	15	30	77	27	29	27	2	5	20	14	10	3 weeks
June 14 - June 25	26	17	77	28	22	28	2	3	13	16	3	3 weeks 1 day
June 28 - July 9	14	10	57	26	17	26	0	1	22	17	1	4 weeks 4 days

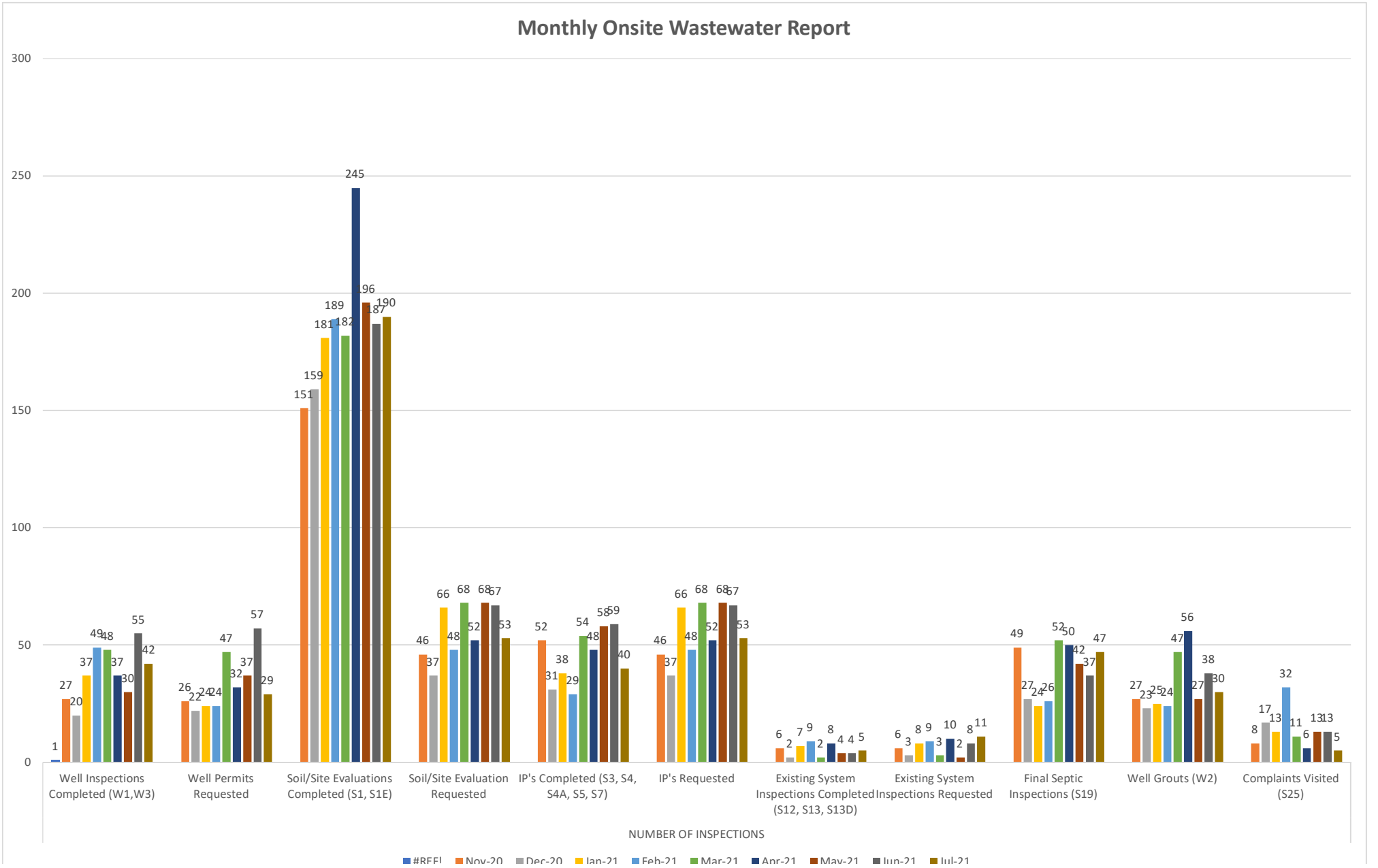
July 12 - July 23	19	19	98	15	22	15	4	5	16	15	2	2 weeks 2 days
July 26 - Aug 6	24	17	130	27	14	27	5	6	24	14	4	3 weeks 3 days
Total	370	328	1768	543	425	538	49	46	369	323	116	

FOOD & LODGING REPORT				
	Completed Inspections	**Required Inspection Completed**	**Percent of Required Inspections Completed**	**Percent of Required Inspections Goal 85%**
DATE RANGE				
Jul-20	49	38	2.53	7.08
Aug-20	67	58	3.83	7.08
Sep-20	102	81	5.32	7.08
Oct-20	191	125	8.19	7.08
Nov-20	54	40	2.61	7.08
Dec-20	56	52	3.38	7.08
Jan-21	81	63	4.05	7.08
Feb-21	109	84	5.35	7.08
Mar-21	117	91	5.83	7.08
Apr-21	114	89	5.71	7.08
May-21	109	86	5.51	7.08
Jun-21	112	93	6.04	7.08
Jul-21	83	67	4.33	7.08
Total	1244	967	62.68	92.04

Required Inspections: 1553
Number of Establishments: 675

BI-WEEKLY FOOD & LODGING REPORT				
	Completed Inspections	**Required Inspection Completed**	**Percent of Required Inspections Completed**	**Percent of Required Inspections Goal 85%**
DATE RANGE				
Oct. 26 - Nov. 6	83	39	2.58	3.27
Nov. 9 - Nov. 20	25	18	1.19	3.27
Nov. 23-Dec. 4	15	18	1.19	3.27
Dec. 7 - Dec. 18	29	39	2.58	3.27
Dec. 21 - Jan. 1	9	2	0.13	3.27
Jan. 4 - Jan. 15	41	28	1.84	3.27

Jan. 18 - Feb. 5	95	59	3.84	3.27
Feb. 8 - Feb. 19	58	44	2.84	3.27
Feb. 22 - Mar. 5	48	41	2.65	3.27
Mar. 8 - Mar. 19	30	25	1.61	3.27
Mar. 22 - Apr. 2	59	46	2.94	3.27
Apr. 5 - Apr. 16	52	38	2.43	3.27
Apr. 19 - Apr. 30	49	42	2.70	3.27
May 3 - May 14	46	37	2.37	3.27
May17 - May 28	52	42	2.69	3.27
May 31 - June 11	38	31	2.00	3.27
June 14 - June 25	47	38	2.45	3.27
June 28 - July 9	33	28	1.82	3.27
July 12 - July 23	38	31	2.01	3.27
July 26 - Aug 6	46	42	2.71	3.27
Total	893	688	44.57	65.4


Monthly Onsite Wastewater Report
300
250
200
150
100
50
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1
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37
49
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37
30
55
42
26
22
24
24
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37
57
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151
159
181
189
182
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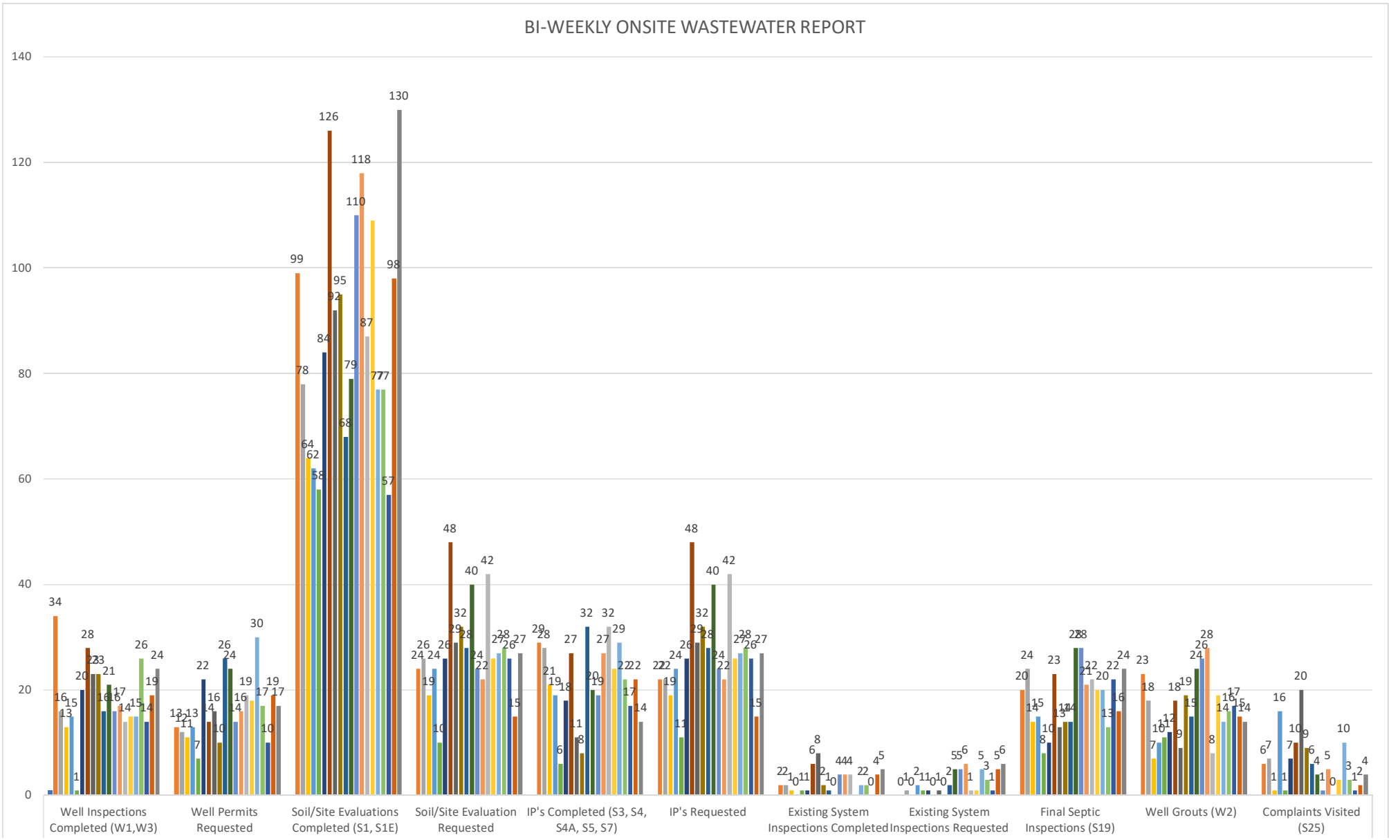
5
Well Inspections Completed (W1,W3)
Well Permits Requested
Soil/Site Evaluations Completed (S1, S1E)
Soil/Site Evaluation Requested
IP's Completed (S3, S4, S4A, S5, S7)
IP's Requested
Existing System Inspections Completed (S12, S13, S13D)
Existing System Inspections Requested
Final Septic Inspections (S19)
Well Grouts (W2)
Complaints Visited (S25)
NUMBER OF INSPECTIONS
#REF!
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Jul-21


BI-WEEKLY ONSITE WASTEWATER REPORT
140
120
100
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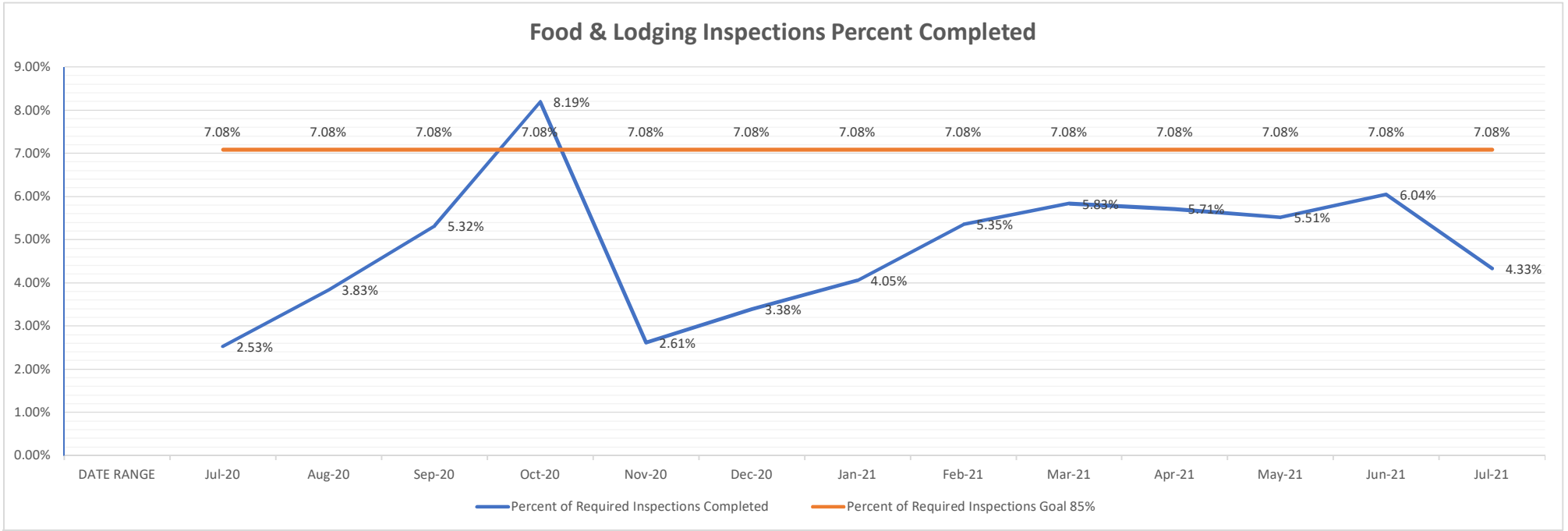
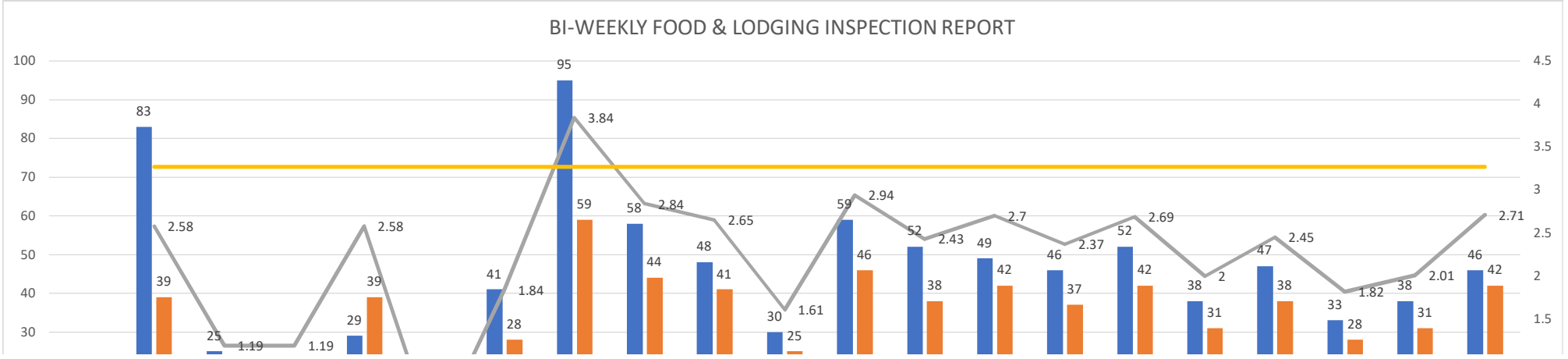
60
40
20
0
Well Inspections Completed (W1,W3)
Well Permits Requested
Soil/Site Evaluations Completed (S1, S1E)
Soil/Site Evaluation Requested
IP's Completed (S3, S4, S4A, S5, S7)
IP's Requested
Existing System Inspections Completed
Existing System Inspections Requested
Final Septic Inspections (S19)
Well Grouts (W2)
Complaints Visited (S25)

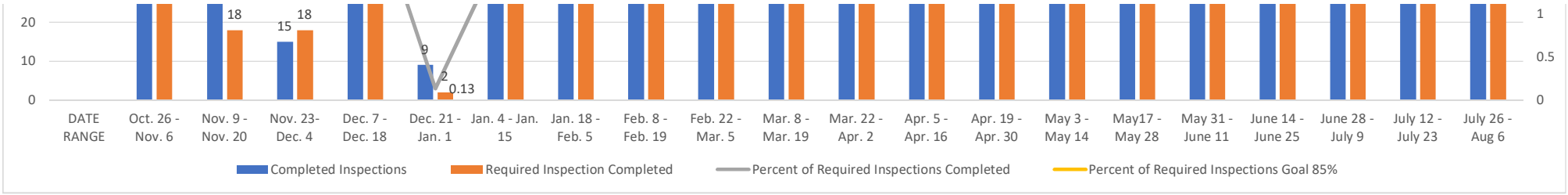
(S12, S13, S13D)

NUMBER OF INSPECTIONS

#REF! | Oct. 26 - Nov. 6 | Nov. 9 - Nov. 20 | Nov. 23-Dec. 4 | Dec. 7 - Dec. 18 | Dec. 21 - Jan. 1 | Jan. 4 - Jan. 15 | Jan. 18 - Feb. 5 | Feb. 8 - Feb. 19 | Feb. 22 - Mar. 5 | Mar. 8 - Mar. 19 | Mar. 22 - Apr. 2 | Apr. 5 - Apr. 16 | Apr.19 - Apr. 30 | May 3 - May 14 | May 17 - May 28 | May 31 - June 11 | June 14 - June 25 | June 28 - July 9 | July 12 - July 23 | July 26 - Aug 6



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DATE RANGE
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Nov. 9 - Nov. 20
Nov. 23- Dec. 4
Dec. 7 - Dec. 18
Dec. 21 - Jan. 1
Jan. 4 - Jan. 15
Jan. 18 - Feb. 5
Feb. 8 - Feb. 19
Feb. 22 - Mar. 5
Mar. 8 - Mar. 19
Mar. 22 - Apr. 2
Apr. 5 - Apr. 16
Apr. 19 - Apr. 30
May 3 - May 14
May17 - May 28
May 31 - June 11
June 14 - June 25
June 28 - July 9
July 12 - July 23
July 26 - Aug 6
Completed Inspections
Required Inspection Completed
Percent of Required Inspections Completed
Percent of Required Inspections Goal 85%

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:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	08-02-21
SUBJECT:	Contract Between DSS and Children's Homes of Iredell County

---

Attached please find a contract between DSS and Children's Homes of Iredell County to provide therapeutic foster care services.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract	8/3/2021	Backup Material

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE:
SUBJECT: Children's Homes of Iredell County, Inc. Contract 22053

PURPOSE OF CONTRACT:
The vendor provides therapeutic foster care to children who are placed in the custody of RCDSS.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

Signature of Director — DATE 5/7/2024

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Children's Homes of Iredell County, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-1050648 and DUNS Number (required if funding from a federal funding source). 089674418

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Combined Federal Certifications (Attachment C)
   (5) Conflict of Interest Policy (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) *If applicable,* HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
   (8) Certification of Transportation (Attachment J)
   (9) *If applicable,* IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (10)Certain Reporting and Auditing Requirements (Attachment L)
   (11)State Certification (Attachment M)
   (12)Attachment N - Non-Discrimination, Clean Air, Clean Water
   (16) Contract Determination Questionnaire (required)

   These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. **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.

3. **Effective Period:** This contract shall be effective on7/1/2021 and shall terminate on 6/30/2022,
   This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $ 240,000.00. This amount consists of $ in Federal funds (CFDA #), $ in State Funds, $ in County funds

   ☒ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $240,000.00.

6. **Reversion of Funds**:
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. **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 timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Micah M. Ennis, Director	Name & Title	Micah M. Ennis, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
Email	Micah.Ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Brenda Speece	Name & Title	Brenda Speece
Company Name	Children's Homes of Iredell County, Inc.	Company Name	Children's Homes of Iredell County, Inc.
Mailing Address	PO Box 451	Street Address	134 East Water Street
City State Zip	Statesville NC 28687	City State Zip	Statesville NC 28677
Telephone	704.871.2289 x371		
Fax	704.871.8262		
Email	bspeece@chomesofiredell.com		

10. **Supplementation of Expenditure of Public Funds:**
The Contractor 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 Contractor otherwise expends for contract 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 Contractor's total expenditure of other public funds for such services.

11. **Disbursements:**
As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. **Outsourcing to Other Countries:**
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

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

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Brenda C. Speece — 4/29/2021
Signature — Date

Brenda C. Speece — 4/29/2021
Printed Name — Title

COUNTY

5/7/2021
Signature ***(must be legally authorized to sign contracts for County DSS)*** — Date

Micah Ennis — DIRECTOR
Printed Name — Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature of County Finance Officer — Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor 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 Contractor 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 County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor 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 County and the named Contractor. 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 County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government 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 Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor 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 Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor 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 County and the Contractor 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 County.

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 County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor 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 Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor 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 County. The Contractor 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.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor 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 General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. 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. 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. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

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 Contractor, 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.

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 County and the Contractor.

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.

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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor 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 County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: 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 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 Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 56-1050648**
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Children's Homes of Iredell County, Inc.

2. *If different* from Contract Administrator Information in General Contract:

Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):

4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit

5. Contractor's Financial Reporting Year July through June

B. Explanation of Services to be provided and to whom (include SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Level I Residential Child Care

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care Therapeutic Foster Care Residential Treatment (Level 2)	$475	$581	$634
Child Placing Agency	$1,433	$1,564	$1,638
Residential Child Caring Institution	$4,279	$4,437	$4,516
Standard Board and Treatment Rates	Daily Rates		
	Board	Treatment*	
Residential Treatment Level 3, 0-4 beds	$43	$232.88	
Residential Treatment Level 3, 5+ beds	$33	$189.75	
Residential Treatment Level 4, 0-4 beds	$43	$315.71	
Residential Treatment Level 4, 5+ beds	$40	$315.71	
*Treatment Rates set by DMA and are subject to change.			

2. Negotiated County Rate.
Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit
CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns.
2. Complete ***Quality Standards Tool*** and provide to the County annually. (see attached)
3. Complete ***Outcome Data Dashboard*** regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.

3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.

11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

1. Provide the following for each child upon admission:
    a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
    b. Social Security card (copy of).
    c. Medicaid card.
    d. Documentation of custody.
    e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
    f. Out-of-home family services agreement.
    g. Psychological evaluation (if applicable).
    h. Immunization record.
    i. Visitation agreement (if applicable).
    j. Child Health Status Component (DSS-5125-II).
    k. Education Component (DSS-5245).
    l. Birth certificate (copy of).
    m. School enrollment letter (if applicable).
    n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
    o. Any other forms or information required by the Private Partner.

Provide Services:

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.

2. Conduct in-person visits with each child at least once a month in the placement provider's home.
3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)	**(Signature of Contractor)**
5/1/2024	04/29/2021
(Date Submitted)	**(Date Submitted)**

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]

   [ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity 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 a covered Federal action;

   OR

   [ ] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Brenda C. Speer — Executive Director

Signature — **Title**

Children's Homes of Iredell County, Inc — 4/29/2021

Contractor Name — **Date**

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Contractor's policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street 134 East Water Street (Mail PO Box 457

City, State, Zip Code Statesville, NC 28677 Statesville, NC 28687)

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her 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 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. 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 $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Children's Homes of Iredell County, Inc.

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance NONE	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award NONE	☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date Of Last Report:_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier **(if known)** _____ Congressional District (if known) _____	Congressional District (if known) _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ actual planned 12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Brenda C Speece
Print Name: Brenda C Speece
Title: Executive Director
Telephone No: 704-871-2289 X37 Date: 4/29/2024
N/A

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL

Children's Homes of Iredell County, Inc.

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina

County Mecklenburg

I, Lisa Hudson, Notary Public for said County and State, certify that

Brenda Speece personally appeared before me this day and acknowledged

that he/she is Executive Director of Childrens Homes of Iredell County, Inc. [name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 19th day of July, 2017.

Sworn to and subscribed before me this 29th day of April, 2021

Lisa Hudson
(Official Seal)

Lisa Hudson
NOTARY PUBLIC
Mecklenburg County, NC
My Commission Expires October 17 2023
Notary Public

My Commission expires October 17, 2023

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Children's Homes of Iredell County, Inc
Name of Organization

Brenda Speece
Signature of Organization Official

Children's Homes of Iredell County, Inc.

Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

##ContractorName##
Name of Organization

Children's Homes of Iredell County, Inc
Signature of Organization Official

4/29/2021
Date

Instructions: Grantee/Provider/Contractor should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Children's Homes of Iredell County, Inc.
P.O. Box 451
Statesville, NC 28687

April 15, 2021

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the ***Children's Homes of Iredell County, Inc.*** 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.) 143C-10-1b.

Sworn Statement:

David D. Harrison and Don Koepnick, being duly sworn, say that we are the Board Chair and Board Treasurer, respectively, of The Children's Homes of Iredell County, Inc. of Statesville 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 **David D. Harrison**

Board Vice President / Treasurer **Donald J. Koepnick**

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

Lisa Hudson

(Notary Signature and Seal)

My Commission Expires: 10-17-23

Lisa Hudson
NOTARY PUBLIC
Mecklenburg County, NC
My Commission Expires October 17, 2023

[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."

MS&NCDForm 0008
Eff. July 1, 2005
Revised July18,2006,7/07,8/09,911

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

Brenda C Spear — Signature
Executive Director — Title
Children's Homes of Iredell County Inc — Agency/Organization
04/29/2021 — Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Children's Homes of Iredell County, Inc

Contractor's Authorized Agent: Signature Brenda C Speece Date 04/29/2021

Printed Name Brenda C. Speece Title EC. Director

Witness: Signature Lisa Hudson Date 4/29/21

Printed Name Lisa Hudson Title

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

_____ County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).
The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Brenda C Bruce — Signature

Executive Director — Title

Children's Homes of Iredell County, Inc — Agency/Organization

04/29/2021 — Date

(Certification signature should be same as Contract signature.)

IRS Deputrnent Internal Revenue of the TreasuryService

P.O . Box 2508
Cincinnati OH 45201

In rep_ly refer to : 0248651232
July 14, 2010 L TR 4168C EO
56-1050648 000000 00
00030623
BODC: TE

CHILDRENS HOMES OF IREDELL COUNTY
INC
PO BOX 451
STATESVILLE NC 28687

020550

Employer Identification Number:56- 1050648

Person to Contact : Mr . Kelley

Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer :

This is in response to your July 02, 2010, request for information regarding your tax—exempt status.

Our records indicate that your organization was recognized as exempt under section 501 (c) (3) of the Internal Revenue Code in a determination letter issued in December 1973.

Our records also indicate that you are not a private foundation within the meaning of section 509 (a) of the Code because you are described in section (s) 509 (a) (1) and 170 (b) (1)(A)(

Donors may deduct contributions to you as provided in section 170 of the Code . Bequests, legacies, devises , transfers , or gifts to you or for your use are deductible for Federal estate and gift t a* purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Beginning with the organization 's sixth taxable year and all succeeding years , it must meet one of the public support tests under section 170 (b) (1) (A) (v i) or section 509 (a) (2) as reported on Schedule A of the Form 990 . If your organization does not meet the public support test for two consecutive years , it is required to file Form 990 -P F , Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation .

If you have any questions , please call us at the •telephone number shown in the heading of this letter.

0248651232
July 14, 2010 L TR 4168C EO
56-1050648 000000 00
00030624

CHILDRENS HOMES OF IREDELL COUNTY
INC
PO BOX 451.
STATESVILLE NC 28687

Sincerely yours,

71?uL'M. Sullivan

Michele M. Sullivan, Opere Mgr.
Accounts Management Operations 1

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Children's Homes of Iredell County,Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 501(c)3

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 451

6 City, state, and ZIP code
Statesville, NC 28687

Requester's name and address (optional)
Rowan County DSS
Carla WhaleyOffice Supervisor V
1813 E. Innes Street Salisbury, NC 28146

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
5	6	–	1	0	5	0	6	4	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Brenda C Bruce Date ▶ March 15, 2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Client#: 174781 71CHILDHOM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Janet Cartner
McGriff Insurance Services P. O. Box 1825 Statesville, NC 28687 704 878-3900	PHONE (A/C, No, Ext): 704 878-3945 FAX (A/C, No): 866 923-8339 E-MAIL ADDRESS: jcartner@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Accident Fund General Insurance Co.	12304
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Childrens Homes of Iredell Co Inc
PO Box 451
Statesville, NC 28687

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			PHPK2267683	07/01/2021	07/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2267683	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			PHUB775011	07/01/2021	07/01/2022	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV6221810	07/01/2021	07/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500,000 $500,000 $500,000
A	Professional Liab			PHPK2267683	07/01/2021	07/01/2022	$1,000,000/WRONGFUL ACT $2,000,000/AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
First Supplemental Name applies to all policies - Childrens Homes of Iredell Co Inc and Special Treasures of Iredell County Inc

Sexual or Physical Abuse or Molestation - PHPK2267683 07/01/2021-22
$1,000,000 Each Abusive Conduct Limit
(See Attached Descriptions)

CERTIFICATE HOLDER

Rowan County DSS
1813 E Innes St.
Salisbury, NC 28146

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Parsons, Jr.

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JBC

DESCRIPTIONS (Continued from Page 1)

$1,000,000 Aggregate Limit

** Workers Comp Information ** Voluntary Compensation Proprietors/Partners/Executive Officers/Members Excluded: Don Koepnick

#S28392050/M28391307

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:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	08-06-21
SUBJECT:	Contract Between DSS and Nazareth Child and Family Connection

---

Attached please find a contract between DSS and Nazareth Child and Family Connection to provide therapeutic foster care services.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract	8/6/2021	Backup Material

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Interim Director
DEPT: Social Services
DATE: 7/28/2021
SUBJECT: Nazareth Child & Family Connection 22124

PURPOSE OF CONTRACT:
The vendor provides therapeutic foster care to children who are placed in the custody of RCDSS.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

Signature of Director **DATE** 5/4/2021

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Nazareth Child and Family Connection (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-0556754 and DUNS Number (required if funding from a federal funding source). 832657068

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Combined Federal Certifications (Attachment C)
   (5) Conflict of Interest Policy (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) *If applicable,* HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
   (8) Certification of Transportation (Attachment J)
   (9) *If applicable,* IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (10)Certain Reporting and Auditing Requirements (Attachment L)
   (11)State Certification (Attachment M)
   (12)Attachment N - Non-Discrimination, Clean Air, Clean Water
   (16) Contract Determination Questionnaire (required)

   These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. **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.

3. **Effective Period:** This contract shall be effective on7/1/2021 and shall terminate on 6/30/2022,
   This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $ 240,000.00. This amount consists of $ in Federal funds (CFDA #), $ in State Funds, $ in County funds

   ☒ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $240,000.00.

6. **Reversion of Funds**:
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. **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 timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Micah M. Ennis, Director	Name & Title	Micah M. Ennis, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
Email	Micah.Ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title Of Licensing	Jacqueline Millican Crabb/Director	Name & Title Licensing	Jacqueline Millican Crabb/Director Of
Company Name Connection	Nazareth Child and Family	Company Name	Nazareth Child and Family Connection
Mailing Address	PO Box 1438	Street Address	725 Crescent Road
City State Zip	Rockwell NC 28138	City State Zip	Rockwell NC 28138
Telephone	704.279.5522		
Fax	704.255.1801		
Email	jmillican@nazcfc.org		

10. **Supplementation of Expenditure of Public Funds:**
The Contractor 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 Contractor otherwise expends for contract 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 Contractor's total expenditure of other public funds for such services.

11. **Disbursements:**
As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. **Outsourcing to Other Countries:**
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

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

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Millican Grabb, LCSW, LCAS, CCS — 4/13/2021
Signature — Date

Jacqueline Millican Grabb — Director Nursing
Printed Name — Title

COUNTY

5/4/2021
Signature *(must be legally authorized to sign contracts for County DSS)* — Date

Micah Ennis — DIRECTOR
Printed Name — Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature of County Finance Officer — Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor 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 Contractor 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 County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor 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 County and the named Contractor. 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 County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government 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 Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor 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 Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor 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 County and the Contractor 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 County.

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 County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor 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 Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor 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 County. The Contractor 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.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor 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 General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. 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. 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. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

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 Contractor, 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.

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 County and the Contractor.

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.

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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor 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 County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: 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 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 Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 56-0556754**
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Nazareth Child and Family Connection
2. *If different* from Contract Administrator Information in General Contract:

Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):
4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit
5. Contractor's Financial Reporting Year October through September

B. Explanation of Services to be provided and to whom (include SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Level II for Males/Foster Care/Therapeutic Foster Care/Child Placing Agency/Residential Care/Residential Child Care/Institution/Special Program-TX

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care Therapeutic Foster Care Residential Treatment (Level 2)	$475	$581	$634
Child Placing Agency	$1,433	$1,564	$1,638
Residential Child Caring Institution	$4,279	$4,437	$4,516
Standard Board and Treatment Rates	Daily Rates		
	Board	Treatment*	
Residential Treatment Level 3, 0-4 beds	$43	$232.88	
Residential Treatment Level 3, 5+ beds	$33	$189.75	
Residential Treatment Level 4, 0-4 beds	$43	$315.71	
Residential Treatment Level 4, 5+ beds	$40	$315.71	
*Treatment Rates set by DMA and are subject to change.			

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit
CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns.
2. Complete ***Quality Standards Tool*** and provide to the County annually. (see attached)
3. Complete ***Outcome Data Dashboard*** regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.

9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

1. Provide the following for each child upon admission:
    a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
    b. Social Security card (copy of).
    c. Medicaid card.
    d. Documentation of custody.
    e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
    f. Out-of-home family services agreement.
    g. Psychological evaluation (if applicable).
    h. Immunization record.
    i. Visitation agreement (if applicable).
    j. Child Health Status Component (DSS-5125-II).
    k. Education Component (DSS-5245).
    l. Birth certificate (copy of).
    m. School enrollment letter (if applicable).
    n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency

placement, the document will be provided to the Private Partner within seven (7) working days.

o. Any other forms or information required by the Private Partner.

Provide Services:

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
2. Conduct in-person visits with each child at least once a month in the placement provider's home.
3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

5/4/2021

(Date Submitted)

(Signature of Contractor)

4/13/2021

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]

   [ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity 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 a covered Federal action;

   OR

   [X] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Jacqueline Millian Crabb, LCSW LCAS CCS — Director of Nursing
Signature **Title**

Jacqueline Millian Crabb — 4/13/2021
Contractor Name **Date**

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Contractor's policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

   Address

   Street 725 Crescent Road

   City, State, Zip Code Rockwell NC 28138

   Street

   City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her 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 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. 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 $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Nazareth Child and Family Connection

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date Of Last Report:_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier (if known) _____ Congressional District (if known) _____	Congressional District (if known) _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ actual planned 12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina

County Rowan

I, Amy H. Bost, Notary Public for said County and State, certify that

Jacqueline Millican Crabb personally appeared before me this day and acknowledged

that he/she is Dir. of Licensing & Program Dev. of Nazareth Child & Family Connection [name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 15 day of July, 2015.

Sworn to and subscribed before me this 21 day of April 2021.

Amy H Bost
(Official Seal)

AMY H BOST NOTARY Notary Public PUBLIC ROWAN COUNTY, NC

My Commission expires September 12, 2024

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Nazareth Child & Family Connection
Name of Organization

Jacqueline Millican Crabb
Signature of Organization Official

Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

##ContractorName## Nazareth Child & Fam Connection
Name of Organization

Signature of Organization Official

4/21/2021
Date

NAZARETH
Child & Family Connection
EMBRACING LIVES. TRANSFORMING FUTURES.
Serving children and families since 1906

April 21, 2020

To: Rowan County Department of Social Services

Certification:

We certify that the Nazareth Children's Home 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. 143C-10-1b.

Sworn Statement:

Vernon L. Walters, Jr and Christopher Lookabill, Jr., being duly sworn, say that we are President/CEO and Director of Finance, respectively, of Nazareth Children's Home of Rockwell 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.

Signature: _____ _____
President/CEO Director of Finance

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

AMY H BOOST NOTARY PUBLIC ROWAN COUNTY, NC

_____ **My Commission Expires:** 9-12-2024
(Notary Signature and Seal)

[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."

PO Box 1438
Rockwell, North Carolina 28138
PHONE 704.279.5556
FAX 704.255.1801

www.nazcfc.org

COA Credibility • Integrity • Achievement
ALLIANCE for Children & Families
benchmarks An Alliance of Agencies Helping Children, Adults & Families

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

Signature | Title

Agency/Organization | Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Nazareth Child & Fam Connection

Contractor's Authorized Agent: Signature Jacqueline Nillian Cobb Date 4/13/2021

Printed Name Jacqueline Nillian Cobb Title Director of Nursing

Witness: Signature _____ Date _____

Printed Name _____ Title _____

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).
The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Signature

Title

Agency/Organization

4/13/2021
Date

(Certification signature should be same as Contract signature.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Penny Watts, CIC, CISR
Mountcastle Insurance	**PHONE (A/C, No, Ext):** (336) 249-4951 **FAX (A/C, No):**
	E-MAIL ADDRESS: pwatts@mountcastleinsurance.com
P.O. Box 1937	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Lexington NC 27293-1937	**INSURER A:** Hanover Insurance Group
INSURED	**INSURER B:** Accident Fund Ins. Co of Amer.
Nazareth Child & Family Connection, Inc.	**INSURER C:**
	INSURER D:
P O Box 4138	**INSURER E:**
Rockwell NC 28138	**INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** CL2132305984 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZZ6-D862260-02	03/24/2021	03/24/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AW6-D862290-02	03/24/2021	03/24/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UH6-D862264-02	03/24/2021	03/24/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV6124951-05	03/24/2021	03/24/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
	Professional Liab (PF) Abuse/Molestation (AM)			ZZ6-D862260-02	03/24/2021	03/24/2022	PL Limit AM Limit	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Rowan County DSS-Social Work Services
1813 E Innes Street
Salisbury NC 28146

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	08-02-21
SUBJECT:	Contract Between DSS and R-Care, Inc.

Attached please find a contract between DSS and R-Care, Inc. to provide in-home aide services.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract	8/3/2021	Backup Material

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Interim Director
DEPT: Social Services
DATE: 7/13/2021
SUBJECT: R-CARE, Inc. 22045

PURPOSE OF CONTRACT:
The vendor provides In-Home Aide Services to individuals who are eligible and referred to RCDSS services.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

Signature of Director — DATE 5/4/2021

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the **Rowan** County Department of Social Services (the "County") and R-CARE, Inc. dba Comfort Keepers (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 26-0469555 and DUNS Number (required if funding from a federal funding source). 94-056-9044

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
   (5) Conflict of Interest (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
   (8) Federal Certification Regarding Lobbying (Attachment G)
   (9) Federal Certification Regarding Debarment (Attachment H)
   (10)*If applicable,* HIPAA Business Associate Addendum (checklist and forms)
   (11)Certification of Transportation (Attachment J)
   (12)*If applicable,* IRS federal tax exempt letter or 501 (c)(Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (13)Certain Reporting and Auditing Requirements (Attachment L)
   (14)State Certification (Attachment M)
   (15)Attachment N - Non-Discrimination, Clean Air, Clean Water
   (16) Contract Determination Questionnaire (required)

   These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. **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.

3. **Effective Period:** This contract shall be effective on 7/1/2021 and shall terminate on 6/30/2022,
   This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $ 313,302.00.
   This amount consists of $ in Federal funds (CFDA #), $ in State Funds, $ in County funds

   ☒ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $313,302.00.

6. **Reversion of Funds:**
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. **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 timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Micah M. Ennis, Director	Name & Title	Micah M. Ennis, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
Email	micah.ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Ellen O'Reilly, Corporate General Manager	Name & Title	Ellen O'Reilly, Corporate General Manager
Company Name	R-CARE, Inc. dba Comfort Keepers	Company Name	R-CARE, Inc. dba Comfort Keepers
Mailing Address	8000 Corporate Center Drive Suite 111	Street Address	512 Klumac Road Suite 9
City State Zip	Charlotte, NC 28226	City State Zip	Salisbury, NC 28144
Telephone	704-543-8220		
Fax	704-543-8221		
Email	ellenoreilly@comfortkeepers.com		

10. **Supplementation of Expenditure of Public Funds:**
The Contractor 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 Contractor otherwise expends for contract 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 Contractor's total expenditure of other public funds for such services.

11. **Disbursements:**
As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. **Outsourcing to Other Countries:**
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

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

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Brooke Reynolds — 4/15/21
Signature — Date

Brooke Reynolds — President
Printed Name — Title

COUNTY

5/4/2021
Signature *(must be legally authorized to sign contracts for County DSS)* — Date

Micah Ennis — Director
Printed Name — Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature of County Finance Officer — Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor 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 Contractor 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 County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor 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 County and the named Contractor. 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 County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government 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 Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor 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 Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor 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 County and the Contractor 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 County.

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 County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor 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 Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor 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 County. The Contractor 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.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor 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 General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. 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. 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. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

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 Contractor, 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.

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 County and the Contractor.

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.

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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor 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 County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: 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 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 Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 26-0469555**
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: R-CARE, Inc. dba Comfort Keepers
2. *If different* from Contract Administrator Information in General Contract:

Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):
4. Status: ☐ Public ☐ Private, Not for Profit ☒ Private, For Profit
5. Contractor's Financial Reporting Year January through December

B. Explanation of Services to be provided and to whom (include SIS Service Code):

Service Code	Level	Description
041	Level I	Home Management
042	Level II	Personal Care
045	Level III	Personal Care

For purposes of this contract, In-Home Aide services are to be provided by the County department to those persons who are determined eligible and who have been formally referred for the services. In general, In-Home Aide services may be defined as the provision of care for persons by performing home management and/or personal care tasks that are essential to the activities of daily living. Such tasks are performed to enable individuals to remain in their own homes when they are unable to carry out these activities for themselves and when no responsible person is available for these tasks. The definition for In-Home Aide services, found in the Family Services Manual Volume VII, Chapter VIII, is quoted from the Administrative Procedures Act Regulation (10NCAC 35 E. 0312).

Specific tasks that may be provided by In-Home Aide workers are defined according to the level of the task and the supervision and training requirements. There are two categories of tasks:

1. Home Management which includes tasks related to maintaining the home, shopping for and preparing meals, and providing essential transportation for the client, and
2. Personal Care which includes tasks related to physical care and feeding of clients.

A detailed accounting of these tasks is found in Appendix A, Volume VII, Chapter VIII – In-Home Aide Services. For purposes of this contract it should be understood that Personal Care tasks will be provided in the Level II standards; Home Management tasks will be provided at the Level I standard.

See G. Mutual Agreement for Additional Details

C. Rate per unit of Service (define the unit):

1. If Standard Fixed Rate, Maximum Allowable.

2. Negotiated County Rate.

$21.00 per 1-hour unit for level I
$21.00 per 1-hour unit for level II
$21.00 per 1-hour unit for level III

D. Number of units to be provided: There is no established number to be provided but up to available funding. Reimbursement will be based on the above hourly rate up to a maximum of $80,000.00 SSBG funding plus $233,302.00 HCCBG funding. Payments will cease once this fiscal year maximum is reached. The maximum payment of $313,302.00 reflects the Department's total available funding for all In-Home Aide services and will be spread among all the Contractors contracted by the Department for this service.

E. Details of Billing process and Time Frames; Expenditures
Authorization for the provision and payment of In-Home Aide services is done through the use of the Form 5027 or the DAAS 101, which serves to establish the eligibility of each client, the date that services begin and end, and the amount of any fees, if applicable. These forms must be maintained by the administering agency at all times. In addition to the above information, this form serves as an audit trail.

The Provider will report expenditures monthly to the County Department in accordance with policy set forth by the Controller's Office, Division of Social Services, issued via the Fiscal Manual. Expenditures are to be reported on the DSS Monthly Report of Service Delivery (Form DSS-1571, Part IV) and or the Division of Aging's Aging Resource Management Systems (ARMS). Reimbursement for In-Home Aide Services should be requested monthly by use of the Form DSS-1571 which is to include a listing of the clients served, the hours of services delivered and the cost incurred during the reporting month. This report should be received in the Department of Social Services by the fifth (5th) working day of the month following receipt of the services except for the month of June. In June, this report should be received by the Department of Social Services by 5pm on July 1st or the 1st working day of July. Reimbursement by check will be made by the fifteenth (15th) working day of the month in which the report is received.

Consumer Contributions
The County Department of Social Services will collect any contributions made by the clients. The service(s) under contract with the Contractor are services for which Consumer Contributions may be assessed. Policy regarding Consumer Contribution requirements and collection of contributions is contained in Family Services Manual,

Volume VI, Chapter III. If a client is to make a contribution, the County Department will arrange with the client how that contribution will be collected.

Reporting for the Statewide Services Information System (SIS)
On the monthly report of Service Delivery (DSS Form 1571 Part IV), the units reported defined Column 12 of the 1571 Part IV are the units of service defined in Column 5 of 1.C of this attachment. Service definition and reporting instructions are found in Family Services Manual, Vol. VII, Chapter VIII.

E. Area to be served/Delivery site(s): Rowan County

G. MUTUAL AGREEMENT
Contractor Responsibilities
Following the Memorandum to Licensed Home Care Agencies on August 31, 2015 from the NC Department of Health and Human Services, Division of Health Service Regulation, the Contractor is responsible for ensuring the RN assesses the client, develops the plan of care, validates competency of the listed nurse aide, supervises the delivery of services provided by the listed nurse aide in accordance with the NC Nurse Practice Act and G.S. 90-171.30.

It is important that all assessments completed by the licensed home care agencies address physical health, ADL functioning, IADL functions, social support status, mental/emotional functions, economic function, and environmental status in accordance with home care licensing rules 10ANCAC 13J.1402(2) and In-Home Aide Policies and Procedures Section V, A3.

Contractor is responsible for assuring that the program is provided in accordance with policy and standards as established by the North Carolina Division of Social Services, and as recorded in the Family Services Manual, Volume VII, Chapter VIII. Contractor is responsible for the hiring of competent workers, for their assignments to clients, and for their supervision and training. The Contractor is also responsible for all financial employment obligations to the In-Home Aide workers. Sub-contracting with an individual for service provision is prohibited.

To ensure that the North Carolina State Standards and policies are adhered to, Contractor may go to:
http://www.ncdhhs.gov/aging/manual/ncfast/In-HomeAideManual.pdf or
https://files.nc.gov/ncdhhs/documents/files/In-HomeAide_Policies_and_Procedures.pdf

Supervision
It is the responsibility of the Contractor to assure that adequate supervision is provided to all aides. In order to ensure quality work performance the contractor must:

Determine which aide is most appropriate to serve a particular client.

1. Assure that a backup person (aide) is competent to perform the necessary tasks.

2. Assign tasks and give specific instructions to the aide. Tasks assigned are derived from the client's service plan, which is provided by County Department staff.
3. Provide ongoing support and task supervision.
4. Observe and evaluate the aide's performance.
5. Conduct or arrange for necessary training. The required competencies and the recommended training hours for Levels I and II are outlined in the appendix A and C.
6. Provide to the Rowan County Department of Social Services, as soon as possible, all information regarding significant environmental or health changes in the client's situation or living arrangements.
7. Assure that a backup person (aide) is available and assigned to replace any regularly assigned employee who is unable to report to the client's home to carry on the designated tasks, and if a backup cannot be assigned to notify the Department promptly.
8. Verify that the aide is actually on site at the place of care as required by the in-home aide service plan and that they have arrived and left in the timely manner required by the plan.
9. New referrals must be staffed within five days, an initial nursing visit must be made within three days of receiving the referral, and a call to the client to verify the referral must be made within two days of receipt of the referral. The contractor will contact the Department whenever these time frames cannot be met. When the Contractor is unable to respond to a referral within the specified period of time or the accepted referral is delayed or declined for good cause, the county may exercise its option to make the referral to another contractor.
10. Assigned aides shall NOT:
    a. use the client telephone for any personal calls
    b. receive visitors at the client's home
    c. use any tobacco products while working in the client home
    d. personally accept any gifts, remove any supplies from client's home, borrow or lend any equipment, supplies or money, or seek any personal gain from any client
    e. falsify time or activity reports
    f. release any confidential information.
    g. be under the influence of any illicit drugs or alcohol either in the client's home or on their property or while performing assigned duties on behalf of the client.
    h. sell or manufacture or partake of any illicit drugs or alcohol while in the client's home or on their property or while performing assigned duties on behalf of the client.
    i. disobey any traffic rules/regulations whenever the client is a passenger in their vehicle.
11. The Contractor must provide a Supervisor to observe the aide performing tasks for the client. Supervisory home visits must be made as outlined in Appendix A of the Family Services Manual and based upon the level of the tasks being performed by the aide for each individual client. This includes contact with the aide within the first calendar week of an assignment and quarterly on-site visits.

For level II, the supervisor will also have contact with both the aide and client in each of the two intervening months of the quarter to ensure appropriate service provision. For purposes of this contract, Supervision may be provided by an appropriate trained paraprofessional, nurse, social worker, registered nurse or other appropriate professional. If a paraprofessional is used, that individual must be supervised by a professional. To determine the appropriate level of In-Home Aide Services needed, consultation with a RN is required for level II clients receiving personal care tasks if the client's personal care needs have increased due to changes in a medically related problem.

12. If an active client is approved for full Medicaid, Contractor agrees to provide personal care services in lieu of in-home aide services if requested by the County Department and if staffing is available for the hours needed.
13. The Contractor is responsible for notifying the County Department of all changes in ADLs, IADLs, hospitalizations, placements in other care facilities, and changes in caregivers, or an absence of caregivers which exceeds three consecutive days.
14. A monthly management meeting will be held with the county DSS to discuss operational procedures and conditions or changes or difficulties being observed or experienced in the client caseload.
15. Documentation-The Contractor must maintain a report for each In-Home Services Aide which includes:
    a. A record of all competencies completed by the aide and the related level of service the aide is able to perform.
    b. A record of supervision.
16. Competency Requirements and Training-The Contractor must guarantee that each aide has been sufficiently trained to meet the competency requirements for the level of service that person is performing. The aide must pass the competency test and must demonstrate his/her level of competency. This level of competency must be documented in the aide's record before the aide may work independently. The required competencies and the recommended training hours for Levels I and II are outlined in Appendix A of the Family Services Manual, Volume VII, Chapter VIII.

Financial Employment Obligations

In-Home Services Aides are subject to the North Carolina Wage and Hour Act for minimum wage. The Contractor must assure that money is available to cover all wages and employer's share of all appropriate taxes, fringes, transportation and benefits for all worker hours specified in the total In-Home Service Agreements.

Record Retention

The Contractor agrees to retain all books, records and other documents relevant to this agreement for seven (7) years after final payment or until all audits continued beyond this period are completed. Federal auditors and any persons authorized by the Division of Aging and Adult Services or the County Department shall have the right to examine any of these materials. In the event the Contractor dissolves or otherwise goes out of existence, records produced under this agreement will be turned over to the County Department. In the event that DSS dissolves its contract with the Contractor, the

Contractor agrees to grant access to DSS of above records and documents relevant to the contract period for seven (7) years after final payment or until all audits continued beyond this period are completed. All HIPAA medical information is retained for seven (7) years.

The Contractor also agrees to:

1. Provide the service(s) stipulated in this agreement in accordance with applicable standards for the service(s).
2. Furnish financial and program data as required to document the basis for the reimbursement rate and to document that applicable standards have been met.
3. Keep confidential any information about a client that is shared only among Department and Contractor staff who need to know in order to coordinate, manage, or deliver services to the client.
4. Comply with all State licensing standards, all applicable accrediting standards and of any other standards or criteria established by the Division of Aging and Adult Services to assure quality of services.
5. Review and comply with all applicable laws, including those Civil Rights, HIPAA, and Rehabilitation Act prohibitions against discrimination.
    a. Comply with the terms of Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to Section 504 regulations that prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving Federal funds.
    b. Comply with the terms of Title VI of the Federal Civil Rights Act of 1964 and all requirements imposed by or pursuant to Title VI regulations that prohibit discrimination on the grounds of race, color or national origin.
    c. Review and keep on file the NCDHHS Title VI Language Access Policy.
    d. Place the Client's Rights posters in the reception area of the agency.
    e. Place the How to File a Complaint posters in the reception area of the agency.
    f. Provide to clients, upon their request and without delay, the U.S. Department of Justice, Civil Rights Division Complaint Forms.
    g. Provide training and assistance for employees to assure that they understand and carry out expectations regarding compliance.
    h. Comply with all HIPAA rules and regulations pertaining to DSS clients as set forth by the County Department.
6. Comply with all State licensing standards, all applicable accrediting, all requirements imposed by or pursuant to the regulations issued pursuant to that Title.
7. Maintain appropriate program records, client case files which document the provision of the agreed upon service(s); and maintain a valid authorization for services (DSS-5027) for each client determined to be eligible by the County Department and authorized by the County Department for service(s) provided under this agreement.
8. Accept fiscal responsibility for deviations from the terms of this agreement as a result of acts of the Contractor or any of its officers, employees, agents or representatives.

9. Comply with all contract attachments.
10. Audit
    a. The Contractor shall be responsible for compliance with the audit requirements of Department of Health and Human Services federal regulation 45 CFR Part 74, Administration of Grants, or State Administrative Procedures Manual for Federal Block Grant Funds, whichever is applicable. These regulations stipulate that an annual audit be prepared for the fiscal year in which contract funds were received.
    b. An annual audit is to be performed in accordance with OMB Circular A-110 by an "independent auditor". "Independent Auditor" means either: (a) a state government auditor from the Department of Human Resources or the Department of Administration, Office of the State Auditor; or (b) a certified public accountant. Upon completion of the audit, a copy of the report must be forwarded to the County Department.

County Department Responsibilities

The Department agrees to:

1. Determine eligibility of individuals for the service(s) in accordance with Federal and State regulations.
2. Notify the Provider on Form DSS-5027, concerning the eligibility of each individual for the services as authorized, and any changes in the individual's eligibility status.
3. Pay the Provider for services delivered to eligible individuals under the terms of this agreement in the rate specified in E. below.
4. Keep the Contractor informed of all applicable Federal and State laws, regulations, policies and standards governing the service program to which the Contractor must adhere and of any alterations to these.
5. Civil Rights Compliance
    a. Provide to the contracted agency a copy of the Rowan County DSS Language Access Plan;
    b. Provide a Client's Rights poster, in both English and Spanish, describing free interpreter services;
    c. Provide a How to File a Complaint poster, in both English and Spanish, describing the process to follow to file a complaint;
    d. Provide U.S. Department of Justice, Civil Rights Division Complaint Forms, in both English and Spanish;
    e. Provide training and assistance to the contracted Agency Director or designee.
6. Provide the Contractor information regarding the individual client's current Adult Day Care service needs as represented on their Individual Service Plan, developed by the County Department Social Worker in cooperation with the client and with input from the Contractor, as appropriate.
7. Provide the Contractor information on those clients participating in Consumer Contributions and the amount of those contributions.

8. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the Department or any of its officers, employees, agents or representatives.

Each party hereto agrees to be responsible for its own liabilities, that of its officers, employees, agents or representatives arising out of this agreement.

(Signature of County Authorized Person)	Brooke Reynolds **(Signature of Contractor)**
5/4/2021 **(Date Submitted)**	4/15/21 **(Date Submitted)**

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]

   [ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity 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 a covered Federal action;

   OR

   [X] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Brooke Reynolds — President

Signature — **Title**

Brooke Reynolds — 4/15/21

Contractor Name — **Date**

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Contractor's policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

   Address

   Street 512 Klumac Rd Ste. 11

   City, State, Zip Code Salisbury, NC 28144

   Street

   City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her 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 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. 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 $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

R-CARE, Inc. dba Comfort Keepers

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date Of Last Report:_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier (if known) _____ Congressional District (if known) _____	Congressional District (if known) _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ actual planned 12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina

County Mecklenburg

I, George Daniel Negron, Notary Public for said County and State, certify that Brooke Reynolds personally appeared before me this day and acknowledged that he/she is President of R-Care inc [name of Organization] and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 7th day of August, 2007.

Sworn to and subscribed before me this 23 day of April, 2021.

GEORGE DANIEL NEGRON
Notary Public - North Carolina
Mecklenburg County
My Commission Expires May 24, 2023

(Official Seal) Notary Public

My Commission expires May 24, 2023

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

R-Care inc
Name of Organization

Brooke Reynolds
Signature of Organization Official

Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** – Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other

governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

R-Care inc dba Comfort Keepers
Name of Organization

Brooke Reynolds
Signature of Organization Official

4/15/21
Date

Comfort Keepers.
a sodexo brand

OVERDUE TAXES

Date of Certification 10/06/2020

To: State Agency and Chief Fiscal Officer

Certification:

We certify that R-Care, Inc dba Comfort Keepers 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. 143C-10-1b.

Sworn Statement:

Brooke Reynolds, being duly sworn, say that I am President and Owner respectively, of R-Care, Inc dba Comfort Keepers of Charlotte in the State of NC, 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.

Brooke Reynolds
Board Chair or Authorized Official

Brooke Reynolds
Signature

Sworn to and subscribed before me on the day of the date of said certification. April 23, 2021

GEORGE DANIEL NEGRON
Notary Public - North Carolina
Mecklenburg County
My Commission Expires May 24, 2023

(Notary Signature and Seal)

My commission expires: May 24, 2023

[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."

8000 Corporate Center Dr., Suite 111
Charlotte, NC 28226
Office:(704) 543-8220
Fax:(704) 543-8221

512 Klumac Rd, Suite 9
Salisbury, NC 28144
Office:(704) 630-0370
Fax:(704) 630-0788

444 4th St SW
Hickory, NC 28602
Office:(828) 431-2273
Fax:(828) 405-1147

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

Brooke Reynolds — Signature
President — Title

R-Care inc dba Comfort Keepers — Agency/Organization
4/15/21 — Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: R-Care inc dba Comfort Keepers

Contractor's Authorized Agent: Signature Brooke Reynolds Date 4/15/21

Printed Name Brooke Reynolds Title President

R-CARE, Inc. dba Comfort Keepers

Witness: Signature Andy Fortune Date 4/15/21

Printed Name Andy Fortune Title Manager

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).
The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Brooke Reynolds — President

Signature — Title

R-Care inc dba Comfort Keepers — 4/15/21

Agency/Organization — Date

(Certification signature should be same as Contract signature.)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
R-Care inc

2 Business name/disregarded entity name, if different from above
Comfort Keepers

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
8000 Corporate Center Dr. Suite 111

Requester's name and address (optional)

6 City, state, and ZIP code
Charlotte, NC 28226

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
26 - 0469555

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Brooke Reynolds Date ▶ 4/23/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Client#: 108980

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
INSPRO Insurance, Inc.
12329 Southport Parkway Ste 100
LaVista, NE 68128
402 333-5700

CONTACT NAME: Quentin Christensen
PHONE (A/C. No. Ext): 402.827.3085
FAX (A/C. No): 402.333.0633
E-MAIL ADDRESS: qchristensen@insproins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Co	11150
INSURER B: Accident Fund Insurance Co of America	10166
INSURER C: Chubb Group of Insurance Companies	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
R-Care, Inc dba Comfort Keepers
8000 Corporate Center Drive, Suite 111
Charlotte, NC 28226

CERTIFICATE NUMBER: REVISION NUMBER:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		AAPKG0105901	08/13/2020	08/13/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			AAPKG0105901	08/13/2020	08/13/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY	X	SCHEDULED AUTOS NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	$
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE	$
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV8015616	01/06/2021	01/06/2022	PER STATUTE OTH ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N Y	N/A				E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
C	EPLI			82502350	08/13/2020	08/13/2021	500,000	
A	Professional			AAPKG0105901	08/13/2020	08/13/2021	1,000,000/3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured is in effect in regards to General Liability
Sexual Misconduct Liability: $1,000,000 each Incident, $3,000,000 aggregate limit
Crime: Theft of Clients Personal Property: $50,000

CERTIFICATE HOLDER

Rowan County DSS
1813 W Innes Street
Salisbury, NC 28146

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeffrey L. Gorgensen

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QUC

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 Kevin Auten
DATE:	08-04-2021
SUBJECT:	FY2021 Local Justice Assistance Grant Request to Apply

---

Request to apply for the FY2021 Local Justice Assistance Grant. The RCSO has been designated a disparate jurisdiction with Salisbury City PD, so we must submit a joint application with the Salisbury PD to receive these funds.
Request is to use the $11,194 of funds to purchase eight Rugged Push Bumper assemblies at a cost of $1,309 each. These Rugged Push Bumper Assemblies will provide for the additional safety of Deputies against deer strikes, and also provide prevention of excessive vehicle damage suffered during deer strikes.

Approve this request to make application for this grant. The Amount of funding is already approved based on a formula that uses the number of Part I violent crimes as reported to the FBI's Uniform Crime Reports.

ATTACHMENTS:

Description	Upload Date	Type
Request Memo for Approval to Apply for the Edward Byrne Memorial Justice Assistance Grant	8/4/2021	Cover Memo

ROWAN COUNTY SHERIFF'S OFFICE
KEVIN L. AUTEN, SHERIFF

232 NORTH MAIN STREET, SALISBURY, NORTH CAROLINA 28144
TELEPHONE: 704-216-8700 FAX: 704-216-8674

MEMORANDUM

TO: Aaron Church, County Manager
FROM: Sheriff Kevin Auten
REF: FY2021 Local Justice Assistance Grant
DATE: August 4, 2021

The Rowan County Sheriff's Office has been notified that it is eligible to receive $11,194 in funds through the Edward Byrne Memorial Justice Assistance Grant. This grant is a yearly grant from the Department of Justice. The grant amount is determined by a formula based on Part I violent crimes as reported to the FBI's Uniform Crime Reports.

As in the past number of years, the Rowan County Sheriff's Office was designated to be a disparate jurisdiction with the Salisbury City Police Department because Rowan County bears more than 50 percent of the costs of prosecution or incarceration that arises for the Part I crimes that have occurred in Salisbury's jurisdiction. Since the Salisbury Police Department is designated to receive a total award of $34,022, which is more than one and one-half times more than the Sheriff's Office amount, we have been designated as disparate. The US Department of Justice has determined that the RCSO will receive $11,194 of the total award to Salisbury PD.

The Rowan County Sheriff's Office proposes to use the funds to purchase the following items:

1.) Eight Rugged Push Bumpers that consists of the push bumper with 4 mounted lights, fender wrap, and headlight coverage. These Rugged Push Bumper assemblies will be installed on new patrol vehicles to provide for the safety of the operating Deputies. RCSO Deputies answer calls for service throughout the 512 square miles of the county that has a very high deer population. Each year, the RCSO has had patrol vehicles suffer damage as a result of collisions with deer while responding for calls for service. We have been lucky that there have been no personal injuries to the Deputies who were operating the patrol vehicles, but chances are strong that the Deputy could be suffer serious injury in a deer collision. The entire Rugged Push Bumper assembly cost is $1,309, which would allow for a total of 8 assemblies to be purchased at a cost of $10,472. The remaining $722 would be used to cover the installation costs of these Rugged Push Bumper assemblies.

This memorandum is to request that this matter be placed on the consent agenda for approval, so that Salisbury Police Department can prepare a Memorandum of Understanding which

will be submitted, as required to receive the grant, to the Bureau of Justice Assistance.

cc: Chief Deputy David Ramsey
Major C. A. Moose
Major J. C. Sifford
Captain G. L. Hannold
Captain L. R. St. Clair
Jim Howden, Finance Director
file

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: Shane Stewart
DATE: August 5, 2021
SUBJECT: Schedule Quasi-judicial Hearing for SUP 02-21: Taylor Clay for September 7, 2021

Taylor Clay is seeking a Special Use Permit (SUP) to expand their existing brick manufacturing operation with a 7,875 sq.ft. building addition. Per section 21-58 and 21-60 (3)(a), operations that are subject to a special use permit as identified by the table of uses (21-113) in the Zoning Ordinance require a special use permit for all new and expansion of existing operations. Taylor Clay received previous special use permits (formerly identified as conditional use permits) in 2002 and 2006 for the addition of a brick kiln and a new building addition respectively.

Schedule quasi-judicial hearing for September 7th.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	8/5/2021	Exhibit
Site Plan	8/5/2021	Exhibit
Evaluation Criteria	8/5/2021	Exhibit
Application	8/5/2021	Exhibit

DEPARTMENT OF PLANNING & DEVELOPMENT
AUGUST 5, 2021
STAFF CONTACT: SHANE STEWART

SUP 02-21: Taylor Clay Products

REQUEST: 7,875 SF expansion to existing brick manufacturing operation

Parcel ID: 408-020

Location: 1225 Chuck Taylor Ln.

Acreage: Apx. 29 AC plus 39 AC on adjacent Parcel ID 408-079

Zoning: IND

Floodplain: N/A on 408-020

Watershed: N/A

Property Owner: Taylor Clay Products

Applicant: Bryce Evans

Existing Use: Brick Manufacturing (SIC 3251)

SUP REQUEST DETAILS

Taylor Clay is seeking a Special Use Permit (SUP) to expand their existing brick manufacturing operation with a 7,875 sq.ft. building addition. Per section 21-58 and 21-60 (3)(a), operations that are subject to a special use permit as identified by the table of uses (21-113) in the Zoning Ordinance require a special use permit for all new and expansion of existing operations. Taylor Clay received previous special use permits (formerly identified as conditional use permits) in 2002 and 2006 for the addition of a brick kiln and a new building addition respectively.

SPECIAL USE REQUIREMENTS: SEC. 21-60 (3)(A)

- Minimum Lot Size: The minimum lot size shall be five (5) acres for manufacturing uses. **The site totals 29 Acres per GIS.**

- Location of structures, storage of materials: Principal structures and storage of flammable / hazardous materials shall be 2 times the required buffer. **The proposed addition will be 110' to the nearest property corner, which is a parcel owned by Taylor Clay (parcel ID 408-020). The nearest property use is the Cabarrus Concrete batch plant at 1155 Chuck Taylor Lane. No buffer would be required between two "heavy impact" uses.**

- Site Location: Primary access to arterial or major collector street; not applicable to expansion of existing facilities predating 2004. **N/A. Operation existed prior to 2004.**

- Security Restrictions: Access shall be controlled through gates / fences to prevent unauthorized access to operational area. **Both access driveways are gated.**

- Dust, odor, glare: Shall not be noticeable at adjacent residential property lines. **The nearest residence is located approximately 750 feet from the addition located at 4970 S Main St on the west side of US 29. Staff does not anticipate a change in these levels as a result of this small addition.**

- Removal and reclamation: Removal bonds are not required for expansions to operations existing prior to 2004. **N/A.**

- Screening: Expansions to existing facilities are subject to screening standards from section 21-216. **N/A. Nearest land use is a concrete batch plant, which does not require screening.**

- Separation: New facilities shall be no closer than ½ mile from a church, licensed daycare, public or private school, health care facility, public park, or existing inhabited dwelling. This standard does not apply to expansion of existing facilities. **N/A.**

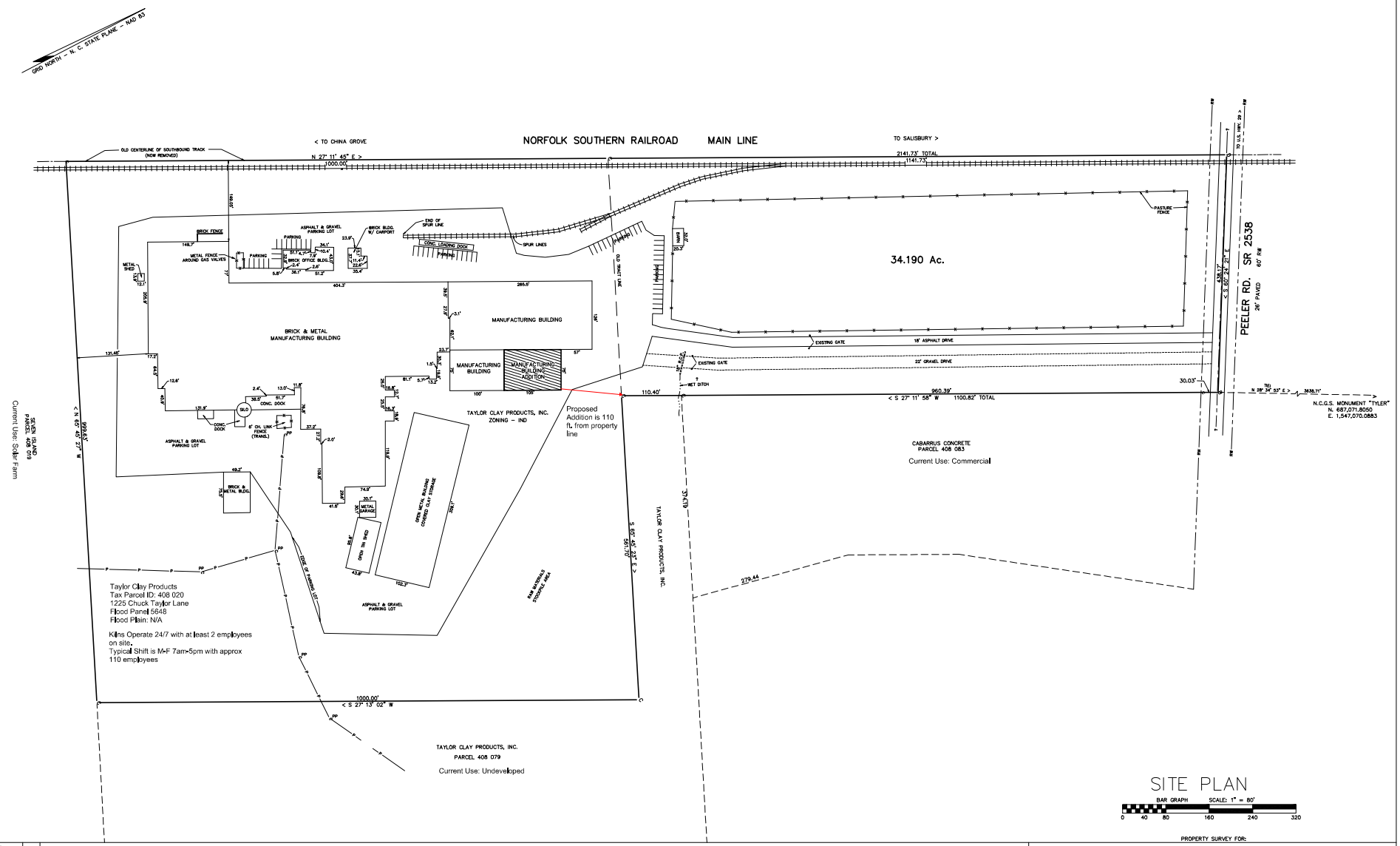
EVALUATION CRITERIA: SEC. 21-59

In addition to meeting the above standards, the applicant must illustrate they are able to comply with the following criteria (see enclosed applicant responses):

1. Adequate transportation access to the site exists.
2. The use will not significantly detract from the character of the surrounding area.
3. Hazardous safety conditions will not result.
4. The use will not generate significant noise, odor, glare, or dust.
5. Excessive traffic or parking problems will not result.
6. Use will not create significant visual impacts for adjoining properties or passersby.

STAFF COMMENTS

Staff will provide a complete review of the material submitted prior to the quasi-judicial hearing on September 7, 2021.



SITE PLAN

BAR GRAPH SCALE: 1" = 80'

0 40 80 160 240 320

PROPERTY SURVEY FOR:

TAYLOR CLAY PRODUCTS, INC.

SCALE: 1" = 80'

DATE: JULY 23, 2021

LITAKER TOWNSHIP – ROWAN COUNTY, NORTH CAROLINA
REF. TAX MAP 408 PARCEL 20, DEED BOOK 344 PAGE 29 & DEED BOOK 587 PAGE 353.

LEGEND	
➢	Existing Stone
○	Existing Iron
○	New Iron
⊞	Point
⊲	New R.R.S.
℄	Centerline
RW	Right-of-Way

Taylor Clay Products Statement of Evaluation Criteria

1. Adequate transportation access to the site exists. **The existing site conditions meet this requirement. The proposed addition will not take up existing parking areas and will not result in increased traffic.**
2. The use will not significantly detract from the character of the surrounding area. **All new construction will match the construction of the existing building in both design and use. The adjacent properties are also primarily used for commercial purposes.**
3. Hazardous safety conditions will not result. **The proposed addition will not result in the storage of any hazardous materials or production of hazardous products.**
4. The use will not generate significant noise, odor, glare, or dust. **The proposed addition will match the existing building materials in style and finish. There will not be any additional glare or noise resulting from this addition. Current dust levels will decrease slightly as undeveloped soils are replaced by a new structure.**
5. Excessive traffic or parking problems will not result and the use will not create significant visual impacts for adjoining properties or passersby. **The proposed addition will not create additional traffic, nor will the proposed addition reduce the available parking areas onsite. The proposed addition will be screened by existing trees and will blend in with the existing buildings onsite. The proposed addition will be located over 1,000 feet from the nearest roadway (Chuck Taylor Lane) and will not provide any visual impacts to adjoining properties or passersby.**

Statement Prepared By:

Bryce Evans

Rowan County Department of
Planning & Development
402 N. Main Street Ste 204
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # **CUP** 02-21
Date Filed 8/2/21
Received By SAS
Amount Paid $ 200.00 credit card

Office Use Only

CUP-016351-2021

CONDITIONAL USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: Taylor Clay Products

Signature: [signature] President

Phone: 704-236-2411 Email: taylor@taylorclay.com

Address: 1225 Chuck Taylor Lane, Salisbury NC 28147

APPLICANT / AGENT INFORMATION:

Name: Bryce Evans

Signature: [signature], VP

Phone: 704-640-1833 Email: baevans09@att.net

Address: 129 Brandon Drive, Salisbury, NC 28144

PROPERTY DETAILS:

Tax Parcel: 408 020 Zoning District: IND

Date Acquired: 03/13/2013 Deed Reference: Book 1213 Page 552

Property Location: 1225 Chuck Taylor Lane

Size (sq. ft. or acres): 34 Acres Street Frontage: 340 Ft.

Current Land Use: Commercial - Manufacturing

Surrounding Land Use: North Chuck Taylor Lane
South Solar Farm
East Commercial
West Railroad Tracks

PURPOSE & SECTION:

State purpose of conditional use permit:

Taylor Clay seeks a conditional use permit to construct a 7,875 square foot addition to their existing manufacturing operations.

Cite section(s) of Zoning Ordinance which permit is being requested:

21-60 (3)(a)

ATTACHED DOCUMENTS:

Applicant must attach a response to the evaluation criteria from Section 21-59 and an accompanying site plan based on information required in Section 21-52 and 21-60.

Attached: Yes ☑ No ☐

Applicant shall, at the time the application is made, present all the necessary evidence (maps, drawings, statements, certifications, etc.) showing how the requirements of the applicable sections of the Zoning Ordinance will be met.

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Board of Commissioners Public Hearing: ___/___/___ 3. Notifications Mailed: ___/___/___ 4. Property Posted: ___/___/___ 5. BOC Action: Approved _____ Denied _____ 6. Date Applicant Notified: ___/___/___

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:	County Manager Aaron Church
DATE:	August 5, 2021
SUBJECT:	Use of J. Newton Cohen, Sr. Room

MOTION: Local political parties as defined in GS 163-96 are hereby allowed to use the Rowan County Board of Commissioners Room for monthly meetings, annual or biennial precinct meetings, special events, and county and district conventions.

ATTACHMENTS:

Description	Upload Date	Type
NCGS 163-96	8/5/2021	Cover Memo
Rules for Use of Room	8/6/2021	Cover Memo

SUBCHAPTER IV. POLITICAL PARTIES.

Article 9.

Political Parties.

§ 163-96. "Political party" defined; creation of new party.

(a) Definition. - A political party within the meaning of the election laws of this State shall be one of the following:

(1) Any group of voters which, at the last preceding general State election, polled for its candidate for Governor, or for presidential electors, at least two percent (2%) of the entire vote cast in the State for Governor or for presidential electors.

(2) Any group of voters which shall have filed with the State Board of Elections petitions for the formulation of a new political party which are signed by registered and qualified voters in this State equal in number to one-quarter of one percent (0.25%) of the total number of voters who voted in the most recent general election for Governor. Also the petition must be signed by at least 200 registered voters from each of three congressional districts in North Carolina. To be effective, the petitioners must file their petitions with the State Board of Elections before 12:00 noon on the first day of June preceding the day on which is to be held the first general State election in which the new political party desires to participate. The State Board of Elections shall forthwith determine the sufficiency of petitions filed with it and shall immediately communicate its determination to the State chair of the proposed new political party.

(3) Any group of voters which shall have filed with the State Board of Elections documentation that the group of voters had a candidate nominated by that group on the general election ballot of at least seventy percent (70%) of the states in the prior Presidential election. To be effective, the group must file their documentation with the State Board of Elections before 12:00 noon on the first day of June preceding the day on which is to be held the first general State election in which the new political party desires to participate. The State Board of Elections shall forthwith verify the documentation filed with it and shall immediately communicate its determination to the State chair of the proposed new political party.

(b) Petitions for New Political Party. - Petitions for the creation of a new political party shall contain on the heading of each page of the petition in bold print or all in capital letters the words: "THE UNDERSIGNED REGISTERED VOTERS IN ____ COUNTY HEREBY PETITION FOR THE FORMATION OF A NEW POLITICAL PARTY TO BE NAMED ____ AND WHOSE STATE CHAIRMAN IS _____, RESIDING AT _____ AND WHO CAN BE REACHED BY TELEPHONE AT ____."

All printing required to appear on the heading of the petition shall be in type no smaller than 10 point or in all capital letters, double spaced typewriter size. In addition to the form of the petition, the organizers and petition circulators shall inform the signers of the general purpose and intent of the new party.

The petitions must specify the name selected for the proposed political party. The State Board of Elections shall reject petitions for the formation of a new party if the name chosen contains any word that appears in the name of any existing political party recognized in this State or if, in the State Board's opinion, the name is so similar to that of an existing political party recognized in this State as to confuse or mislead the voters at an election.

The petitions must state the name and address of the State chairman of the proposed new political party.

(c) Each petition shall be presented to the chairman of the board of elections of the county in which the signatures were obtained, and it shall be the chairman's duty:

(1) To examine the signatures on the petition and place a check mark on the petition by the name of each signer who is qualified and registered to vote in his county.

(2) To attach to the petition his signed certificate

a. Stating that the signatures on the petition have been checked against the registration records and

b. Indicating the number found qualified and registered to vote in his county.

(3) To return each petition, together with the certificate required by the preceding subdivision, to the person who presented it to him for checking.

The group of petitioners shall submit the petitions to the chairman of the county board of elections in the county in which the signatures were obtained no later than 5:00 P.M. on the fifteenth day preceding the date the petitions are due to be filed with the State Board of Elections as provided in subsection [subdivision] (a)(2) of this section. Provided the petitions are timely submitted, the chairman of the county board of elections shall proceed to examine and verify the signatures under the provisions of this subsection. Verification shall be completed within two weeks from the date such petitions are presented. (1901, c. 89, s. 85; Rev., s. 4292; 1915, c. 101, s. 31; 1917, c. 218; C.S., ss. 5913, 6052; 1933, c. 165, ss. 1, 17; 1949, c. 671, ss. 1, 2; 1967, c. 775, s. 1; 1975, c. 179; 1979, c. 411, s. 3; 1981, c. 219, ss. 1-3; 1983, c. 576, ss. 1-3; 1997-456, s. 27; 1999-424, s. 5(a); 2004-127, s. 14; 2006-234, s. 1; 2017-6, s. 3; 2017-214, s. 1; 2018-146, s. 3.1(a), (b).)

ROWAN COUNTY RULES & REGULATIONS
for
USE OF THE J. NEWTON COHEN, SR. ROOM

Political parties wishing to use the J. Newton Cohen, Sr. Room pursuant to NCGS 163-96 must reserve the room in advance of a meeting and are subject to the following regulations:

1. **A responsible adult 21 years of age or older shall be present when the facility is in use.**
2. **The undersigned will be responsible monetarily and otherwise for any damage to the facility and/or furniture.**
3. **All furniture shall be returned to pre-meeting set-up and locations.**
4. **No decorations such as posters, banners or pictures are to be attached to the walls, ceilings, woodwork, doors or curtains.**
5. **No alcoholic beverages are permitted.**
6. **The key for admittance to the building may be picked up (1) day prior to the room reservation and must be returned the next business day after the room is used. If the key is lost or not returned the next day, the undersigned will be charged $25 for a replacement key.**
7. **Rowan County shall be held harmless from any loss, cost, damages, expense and liability caused by any accident or other occurrence causing bodily injury or property damage to any person or property arising from the use or occupancy of the premises.**
8. **County Commission use shall pre-empt any scheduled use by outside groups.**
9. **Audio-Visual equipment will not be available for use after 5:00 P.M.**

This agreement made and entered into, this _____ day of _____, _____, by and between the County of Rowan, North Carolina, and

_____,
Address: _____,
Telephone: _____ Date of Use of Room _____.

I agree and accept all proposed rules and regulations for use of the J. Newton Cohen, Sr. Room.

_____
Signature

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:	County Attorney Jay Dees
DATE:	August 5, 2021
SUBJECT:	Lisa's Hair Salon at West End Plaza - First Amendment to Lease

---

Approve First Amendment to lease to resolve rent issues related to effects of COVID-19 Pandemic and NC Executive Orders that prohibited Ms. Long from occupying space at West End Plaza for its intended purpose.

ATTACHMENTS:

Description	Upload Date	Type
First Amendment to Lease	8/5/2021	Cover Memo

NORTH CAROLINA

ROWAN COUNTY

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is made as of the ___ day of _____, 2021, by and between ROWAN COUNTY, a North Carolina body politic ("Landlord"), and LISA LONG d/b/a LISA'S HAIR SALON ("Tenant").

WHEREAS, Landlord and Tenant have previously entered into that certain Lease Agreement dated the 14th day of April, 2014 ("Lease") for an approximately 1000 square foot space Suite D-8 located at 1935 Jake Alexander Boulevard, Salisbury, Rowan County, 28147 (the "Leased Area") upon the terms and conditions contained therein; and

WHEREAS, Landlord and Tenant now desire to amend the Lease upon terms and conditions as amended herein in order to resolve certain rent issues that have arisen due to Covid-19 and NC Executive Orders that prohibited Tenant from physically opening the commercial space for income producing work and subsequently when allowed to re-open such Orders limited substantially the volume of business activities allowed within the space; and

WHEREAS, Landlord has determined that it is in Landlord's best interest resolve these rent issues and support Tenant in her effort to remain at West End Plaza.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants and promises made herein, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Section 2 is hereby amended to add a new Section 2(b): Due to the effects of Covid-19 and NC Executive Orders that prohibited Tenant from opening occupying the Leased Area for its customary business purposes as a hair salon, Landlord waives all rent obligations from March 2020 through July 2021; provided, Tenant shall resume full rent payments in 2(a) above of $650.00 per month for August 2021 and all months thereafter pursuant to the Lease.
2. Except as expressly modified and amended by this First Amendment, the Lease remains in full force and effect according to its terms.

{Signature Page Follows}

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and delivered this First Amendment to the Lease on the date set forth above.

LANDLORD: ROWAN COUNTY, a Body Politic

BY:

_____

Its: Manager/Chairman

TENANT: LISA LONG d/b/a LISA'S HAIR SALON

BY:

_____

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:	Valerie Steele, Airport & Transit Director
DATE:	8/5/2021
SUBJECT:	FY22 Agreement NCDOT Statewide Capital Grant

Agreement with North Carolina Department of Transportation for FY22 Statewide Capital Grant (transit vehicle replacement). The application for this grant was approved by the BOC after conducting a Public Hearing during the November 16, 2020 regular meeting.

Approve the agreement
Approve the County Manager to sign the agreement

ATTACHMENTS:

Description	Upload Date	Type
FY22 Agreement NCDOT Statewide Capital Grant	8/5/2021	Cover Memo

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

February 24, 2021

Aaron Church, County Manager
Rowan County
130 West Innes Street
Salisbury, North Carolina 28144

RE: FY22 Statewide Capital Grant
Project No.: 22-39-037
WBS Element No(s). 44637.21.2.3
Period of Performance: 7/1/2021 – 6/30/2022

Dear Mr. Church:

On February 4, 2021, the Board of Transportation approved your organization's request for a FY21 Statewide Capital grant in the amount of $658,000. The agreement to be executed between Rowan County and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

Ryan Brumfield
Director

RB\mf
Attachments

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

Telephone: 919-707-2600
Fax: 919-733-1391
Customer Service: 1-877-368-4968

Website : www.ncdot.gov

Location:
1 SOUTH WILMINGTON STREET
RALEIGH, NC 27601

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

ROWAN COUNTY

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR

BUS AND BUS FACILITY GRANT PROGRAM

Federal Award Identification

Agreement Number:	
NCDOT Project Number:	**21-39-037**
Approved Indirect Cost Rate:	**NA**
FAIN Number(s):	
CFDA Number:	**20.526**
DUNS Number:	**074494014**
Total Amount of Award:	**$658,000**

Federal Funded Programs:

- ☐ **5303 Metropolitan Planning Grant**
- ☐ **5307 Urbanized Area Formula Grant**
- ☐ **5310 Elderly and Disabled Formula Grant**
- ☐ **5311 Community Transportation Rural Formula Grant**
- ☐ **5311 Appalachian Development Transit Assistance Program Grant**
- ☐ **5311f Intercity Bus Grant**
- ☐ **5316 Job Access Reverse Commute Grant**
- ☐ **5317 New Freedom Grant**
- ☒ **5339 Bus and Bus Facility Grant**

THIS AGREEMENT made this the _____day of _____, 20_____, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **ROWAN COUNTY**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2021 to June 30, 2022**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

a. Scope of Project. **Rowan County will purchase (5) 20ft LTVs with lifts and (5) Raised roof vans with lifts.**

b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **SIX HUNDRED FIFTY-EIGHT THOUSAND DOLLARS ($658,000)** as set forth in the Project Description and Budget, incorporated into this Agreement as ***Attachment A***. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Capital WBS	Capital Total	Capital Federal (80%)	Capital State (10%)	Capital Local (10%)
44637.21.2.3	$658,000	526,400	$65,800	$65,800
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	$658,000	$526,400	$65,800	$65,800

6. Project Expenditures, Payments, and Reimbursement

a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.

b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.

ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.

iv. Supporting documentation for proof of payment may be requested.

c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.

d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:

i. The balance of unrecovered operating expenditures after deducting all farebox revenue, or

ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.

e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.

f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement

ii. Necessary in order to accomplish the Project

iii. Reasonable in amount for the goods or services purchased

iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (eg, refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received

vi. Satisfactorily documented

vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department

g. Excluded Costs. The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:

i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,

ii. Any cost that is not included in the latest Approved Project Budget,

iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and

iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.

h. Final Allowability Determination. The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.

i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.

ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.

iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.

j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.

k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.

c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.

d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

e. State Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, to provide the Office of the State Auditor with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.

f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.

g. Parts Inventory. Financial audits must address parts inventory management.

h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.

i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are 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 Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.

b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient's policy addressing conflicts of interest that may arise involving the subrecipient's management employees and the members of its board of directors or other governing body. The subrecipient's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient's employees or members of its board or other governing body, from the subrecipient's disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.

b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the Department immediately when any Project

property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.

c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.

d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.

e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.

g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:

(1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

(2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

(3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.

h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.

i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property, the Subrecipient agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.

j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient 's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.

b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department 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 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 Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof),

the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms and conditions included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.

☒ **Federal Terms and Conditions, Attached**

22. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: https://apps.dot.state.nc.us/quickfind/forms/Default.aspx.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient's proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.

3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);

2. FTA regulations, "Charter Service," 49 CFR part 604;

3. Any other federal Charter Service regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;

2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or

3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);

2. FTA regulations, "School Bus Operations," 49 CFR part 605;

3. Any other Federal School Bus regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or

2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

23. Contract Administrators.

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal 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, postal 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 Department:

Name:	Myra Freeman
Title:	Financial Manager
Agency:	NCDOT/PTD
Email:	Msfreeman1@ncdot.gov
MSC:	1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address:	1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone:	919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: Aaron Church

Title: County Manager

Agency: Rowan County

Address: 130 West Innes St, Salisbury, NC 28144

Email: Aaron.Church@rowancountync.gov

Phone: 704-216-8185

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

ROWAN COUNTY

SUBRECIPIENT'S FEDERAL TAX ID NUMBER: 56-6000336

SUBRECIPIENT'S FISCAL YEAR END: **JUNE 30, 2022**

BY: _____

TITLE: **COUNTY MANAGER**

ATTEST: _____

TITLE: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: DEPUTY SECRETARY FOR MULTI-MODAL TRANSPORTATION

ATTEST: _____

TITLE: _____

Attachment
Certification Regarding Lobbying

The Subrecipient certifies, to the best of his or her 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 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.

(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 Subrecipient 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.

Subrecipient's Authorized Representative: _____

Title: County Manager _____

Date: _____

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER: 22-39-037
APPROVED BUDGET SUMMARY
EFFECTIVE DATE JULY 1, 2021

PROJECT SPONSOR: ROWAN COUNTY
PROJECT DESCRIPTION: FY22 BUS AND BUS FACILITY PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 5330 - CAPITAL 44637.21.2.3 $658,000

PERIOD OF PERFORMANCE JULY 1, 2021 THRU JUNE 30, 2022

II. TOTAL PROJECT FUNDING

BUS-ROLLING STOCK CAPITAL - AGREEMENT #		TOTAL	FEDERAL	STATE	LOCAL
	44637.21.2.3	100%	80.00%	10.00%	10%
		$658,000	$526,400	$65,800	$65,800
TOTAL		$658,000	$526,400	$65,800	$65,800

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 22-39-037
SPONSOR: ROWAN COUNTY
WBS: 44637.21.2.3

DEPARTMENT 5330 -CAPITAL BUS-ROLLING STOCK

OBJECT	TITLE	APPROVED BUDGET
G546	20Ft LT W/L F-Rpl	325,000
G548	Lift-Equip Conver Van Rpl	327,500
G591	Veh Lettering/Logos	5,500
	TOTAL CAPITAL	**$ 658,000**

PROGRAM SUMMARY SHEET REQUIREMENTS

NORTH CAROLINA
Department of Transportation

5339 Bus and Bus Facilities
FEDERAL

Capital

PRINCIPLE	This guidance is for all subrecipients receiving planning assistance to support to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. A sub-program provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles.
ELIGIBLE SUBRECIPIENTS and ACTIVITIES	Eligible subrecipients: NCDOT is the designated recipient. Subrecipients may be public agencies or private nonprofit organizations engaged in public transportation in rural and small urban areas. Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.
FINANCIAL CAPACITY and MANAGEMENT	Subrecipients must have sufficient funds to operate and maintain the NCDOT-funded program, and plan for any future program needs. Subrecipients must have fiscal control and accounting procedures sufficient to permit tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days.
AUDIT REPORTS and FINANCIAL STATEMENTS	Subrecipients that expend more than $500,000 in federal funds from all sources per 09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients (including federal funds provided through NCDOT) in a year must submit the annual single audit required and evidence of resolution of findings related to the transit program to NCDOT.
VEHICLE TITLES	Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. NCDOT will maintain the title documentation in its files. When the project equipment has been replaced, NCDOT will release the lien. Useful life standards are maintained in NCDOT's Transit Asset Management (TAM) Tier II Sponsored Plan. This inventory is updated on an annual basis.
INSURANCE	Subrecipients will maintain insurance as defined in the procedures.
MAINTENANCE	Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on-time performance standard for equipment and wheelchair lifts has been set. All maintenance activities are entered into Trapeze EAM and performance is monitored. FTA- and State-funded facilities require a written maintenance plan and annual submission of the maintenance performed.
PROGRAM REPORTING	Subrecipients are required to report monthly or quarterly when claims are submitted and at the end of the year with the final claim. Penalties will be imposed when reports have not been submitted by the published reporting deadlines.

PROGRAM SUMMARY SHEET REQUIREMENTS

REFERENCES	Section 5339 Circular - C 5100.1 Award Management Requirements 5010.1E OMB's Uniform Administrative Requirements 2 CFR 200 NC Public Transportation Business Guide 09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients State Management Plan
UPDATES/REVISIONS	Original Date: 4/20/2018 Last Amended 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:	Valerie Steele, Airport & Transit Director
DATE:	8/5/2021
SUBJECT:	Request for Public Hearing FY23 Transit Grant Funding

---

The North Carolina Public Transportation Division is now accepting Transportation Program applications for fiscal year 2023. The BOC is the only official applicant for these funds and in that capacity Rowan County is required to hold a Public Hearing prior to the application deadline of October 8. 2021.

Hold a Public Hearing on the FY23 Transportation grant applications at the regularly scheduled September 7, 2021 board meeting at 3:00pm.

ATTACHMENTS:

Description	Upload Date	Type
Memo Requesting Public Hearing for FY23 Transit Grant Funding	8/5/2021	Cover Memo

ROWAN TRANSIT SYSTEM
Be an original.
2726 Old Concord Road
Salisbury, NC 28146
704-216-8888

TO: **Rowan County Board of Commissioners**
FROM: **Valerie Steele, Airport and Transit Director**
DATE: **8/16/2020**
SUBJECT: **Requesting Public Hearing**

FY'23 - 5311 Community Transportation Grant [CTP]
FY'23 - 5310 Elderly and Disabled Transportation Assistance Program Grant (Rural)
FY'23 - 5310 Elderly and Disabled Transportation Assistance Program Grant (Urban)
FY'23 - Combined Capital Grant

The North Carolina Public Transportation Division is now accepting Transportation Program applications for fiscal year 2023. The BOC is the only official applicant for these funds and in that capacity Rowan County is required to hold a Public Hearing prior to the application deadline of October 8, 2021.

5311 - Community Transportation Program [CTP] application will secure 85% grant support for RTS administrative costs. In conjunction with submitting these budgets Rowan County must also execute agreements on multiple Federal and State certifications and assurances.

5310 – (State / Rural) Enhanced Mobility of Seniors and Individuals with Disabilities Program application will provide rural operating funds in support of continued service to Rowan Vocational Opportunities, Trinity Living Center and increasing demand for dialysis transportation. No county match is required.

5310 – (Federal / Urban) Enhanced Mobility of Seniors and Individuals with Disabilities Program
Application will provide urban operating funds in support of preventative maintenance of Rowan Transit System vehicles and other qualifying capital expenses. This operating grant requires 50% local County match.

Combined Capital (Federal Section 5311, 5311 Appalachian, 5307, 5339) application will secure 90% grant support for Vehicles utilized in the rural and urban areas. In conjunction with submitting these budgets Rowan County must also execute agreements on multiple Federal and State certifications and assurances.

The purpose of the public hearing is to allow residents of the community the opportunity to comment on Rowan County transportation needs and grant applications. This step requests the Board of Commissioners to publish a public notice in the newspaper that gives the date, time, and place for a public hearing. It is a requirement that the Public Hearing Notice provide a minimum of seven (7) calendar days notice and a maximum of fourteen (14) calendar days notice between the time the notice is published and the actual public hearing date.

ACTION STEP: Request for the Board of Commissioners to hold a Public Hearing on the FY'2023 Transportation applications at the regularly scheduled September 7, 2021 board meeting at 3:00pm.

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: Valerie Steele, Airport & Transit Director
DATE: 8/5/2021
SUBJECT: Rowan Transit System FY22 Updates

The Transit Procedures, Title VI Plan and system brochure/advertisement have been updated to reflect service changes from moving the system in house and the elimination of Rowan Express. Sections and references to Rowan Express were removed in these documents. Additionally the images, logo and colors were changed to reflect the rebranding. The Transit Advisory Committee voted to approve the July 2021 Procedures and the Title VI plan during their meeting on August 5, 2021.

Approve updated documents to be printed and posted on the RTS webpage.

ATTACHMENTS:

Description	Upload Date	Type
RTS Procedures July 2021	8/5/2021	Exhibit
RTS FY22 Title VI Plan	8/5/2021	Exhibit
RTS_Proof_New_Brochure	8/5/2021	Exhibit

ROWAN TRANSIT SYSTEM PROCEDURES MANUAL

Mission Statement

The mission of the Rowan Transit System (RTS) is to provide safe, efficient and affordable mobility choices to Rowan County residents through a consolidated transportation system managed by the Rowan Transit System with input from user agencies, under the direction of the Rowan County Board of Commissioners.

JULY 2021

Purpose and Maintenance of the RTS Procedures Manual

The purpose of the Rowan Transit System (RTS) Procedures Manual is to document all aspects of the delivery of services and ensure compliance with North Carolina Department of Transportation – Integrated Mobility Division and Federal Transit Administration requirements. The manual will also serve as an orientation and training tool for all new RTS employees, as well as documents to be referenced when dealing with situations regarding passengers. The manual depicts all internal transit system procedures that must be adhered to by transit staff and passengers and approved by the Director of Transit.

The manual provides spacing between each procedure to provide a format whereby a specific procedure that must be revised and approved by the Director of Transit can be readily inserted into the manual. However, when this occurs the date of adoption and the revision date must be noted at the bottom left corner of the procedure. At the time of the initial adoption of the entire manual, each procedure must ensure the date adopted is also inserted each one in the bottom left hand corner.

The Director of Transit and the Transit Operations Manager are jointly responsible for ensuring that all procedures are up-to-date and consistent with operations or management and are officially approved at the appropriate level. The Transit Operations Manager is responsible for staying alert to changes in operations and NCDOT and FTA requirements and notifying the Director of Transit of needed revisions.

Other significant RTS documents, policies, and plans that are maintained separately by RTS or the County and that are important in terms of NCDOT and FTA compliance include:

- Rowan County Title VI Plan
- Rowan County Drug and Alcohol Testing Policy
- Vehicle and Facility Maintenance Plan
- Equal Employment Opportunity
- Rowan County Personnel Policies and Procedures
- Rowan County Financial Policies and Procedures
- System Safety Program Plan
- Transit Asset Management Plan

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Procedure 1.1: Service Area, Days and Hours of Service

Applies to: Staff and Customers

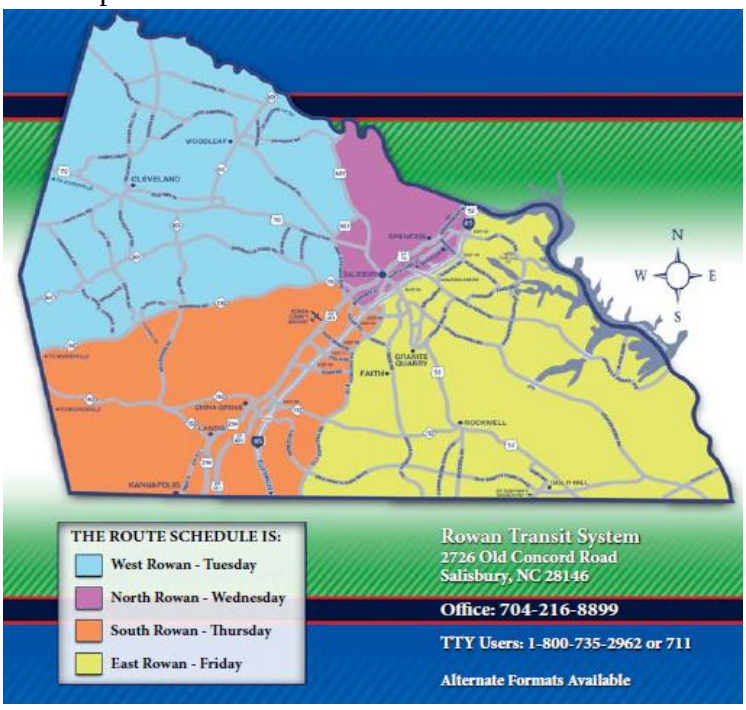
Purpose: To inform staff and the public about the geographic service area, types of service and hours of operation of RTS.

Guidelines:

RTS is a non-emergency public transportation service for Rowan County residents. It operates Monday through Friday from 7:00AM to 5:00 PM excluding the following county holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (2 days), and Christmas (3 days).

Transportation service is available one day per week for each area of the county. By having designated days, RTS can operate more efficiently to help as many people as possible on the same day. THE ROUTE SCHEDULE IS: West Rowan - Tuesday North Rowan - Wednesday South Rowan - Thursday East Rowan – Friday

See Map and Areas Served below:



Procedure 1.2: Reasonable Modifications

Applies to: Staff and Customers

Introduction

In accordance with the requirements of Title II and III of the Americans with Disabilities Act of 1990 (ADA), Rowan Transit System (RTS) will not discriminate against individuals with disabilities on the basis of their disability in its programs, services, or activities.

Upon request, RTS will generally, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in programs, services, and activities. This also includes qualified sign language interpreters, electronic documents or documents in large print, and other forms of communication accessible to people who have speech, hearing, or vision impairments.

RTS will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all its services. For example, individuals with service animals are welcomed at RTS's offices; even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication or a modification of policies or procedures to receive RTS services should contact RTS at 704- 216-8888 or 704-216-8889 or by e-mail at rowantransit@rowancountync.gov within 7 days before the scheduled event or need.

ADA does not require RTS to take any action that would fundamentally alter the nature of its programs or services or impose an undue hardship. RTS will not place a surcharge on individuals requesting auxiliary aids/services or reasonable modifications of a policy that is not also extended to persons without disabilities.

Compliments, or complaints that a program, service, or activity of RTS's transit program is not accessible to persons with disabilities should be directed to RTS at 704-216-8888 or 704-216-8889, by e-mail at rowantransit@rowancountync.gov, online at www.rowantransit.com or mailed to:

Rowan Transit System
Attn: Transit Operations Manager
2726 Old Concord Road
Salisbury, NC 28146

In accordance with applicable Federal Statutes:

- Title II of the Americans with Disabilities Act
- Title VI of the Civil Rights Act

Rowan Transit System (RTS) will consider requests for reasonable modifications as follows:

- The individual requesting the modification will describe what they need in order to use the service

- The individual requesting the modification is not required to use the term "reasonable modification" when making a request

- Whenever feasible, requests for modifications will be made and determined in advance before RTS is expected to provide the modified service

- When a request for modification cannot practicably be made and determined in advance (because of a condition/barrier at the destination of an RTS trip; of which the individual with a disability was not aware until arriving), operating personnel will make a determination of whether the modification should be provided at the time of the request

- Request for modification of policies and practices may be denied only on one or more of the following grounds:

- Granting the request would fundamentally alter the nature of an RTS service

- Granting the request would create a direct threat to the health or safety of others

- Without the requested modification, the individual with a disability can fully use the RTS service for their intended purpose

- In determining whether to grant a requested modification, RTS will be guided by the provisions of the United States Department of Transportation 49 CFR Appendix E to Part 37.169

Following are examples offered as guidance when making reasonable modification determinations.

Snow and Ice

Except in extreme conditions that rise to the level of a direct threat to the operator and others, a passenger's request for an RTS operator to walk over a pathway that has not been cleared of snow and ice should be granted so that the operator can help the passenger with a disability navigate the pathway. If snow or icy conditions at a stop, make it difficult or impossible for the passenger with a disability to get to a lift or for the lift to deploy, the driver should move the bus to a cleared area for boarding; if such is available within reasonable proximity to the stop.

Multiple Entrances

For pickup and drop off locations with multiple entrances, ADA Paratransit passenger's request to be picked up at home; but not at the front door, should be granted as long as the requested pickup location does not pose a threat. In the case of frequently visited public places with multiple entrances (schools, malls, employment centers, hospitals, airports), the ADA Paratransit operator should pick up and drop off the passenger at the entrance requested by the passenger; rather than meet them in a location that has been pre- determined by RTS assuming that doing so does not involve a direct threat.

Private Property

When accessing private property (e.g., in a gated community or parking lot, mobile home community, business or government facility where vehicle access requires authorized passage through a security barrier), even if it requires authorization, RTS will make every reasonable effort to gain access to such property. However, the operator is not required to violate the law or lawful access restrictions to meet the passenger's requests. A public or private entity that unreasonably denies access to an RTS vehicle may be subject to a complaint to the U.S. Department of Justice and U.S. Department of Housing and Urban Development for discriminating against services for persons with disabilities.

Obstructions

A passenger's request for an operator to position the vehicle to avoid obstructions to the passenger's ability to enter or leave the vehicle at a designated location (such as parked cars, snowbanks, and construction) should be granted so long as positioning the vehicle to avoid the obstruction does not pose a direct threat. To be granted, such a request should result in the vehicle stopping near the designated stop location. RTS is not required to pick up passengers with disabilities at non-designated locations.

Fares

A passenger's request to handle their fare media when the passenger with a disability cannot pay the fare by the generally established means should be granted in the situation where a passenger cannot reach or insert a fare into the farebox. RTS personnel are not required to reach into pockets or backpacks in order to extract the fare media.

Eating and Drinking

If a passenger with diabetes or another medical condition requests to eat or drink aboard a vehicle or in a transit facility in order to avoid adverse health consequences, the request should be granted; even though RTS has a requirement that prohibits eating or drinking on vehicles. An example is a person with diabetes who needs to consume a small amount of juice in a closed container or a candy bar in order to maintain blood sugar levels.

Medications

A passenger's request to take medication while aboard an RTS vehicle or in a transit facility, should be granted. An example would be allowing individuals to administer insulin injections and conduct finger stick blood glucose readings. RTS staff will not provide medical assistance as this would be a fundamental alteration of their function.

Boarding Separately from Wheelchair

A passenger who utilizes a wheelchair requests to board an RTS vehicle separately from his/her device when the occupied weight of the device exceeds the design limit of the vehicle lift will generally, be granted.

Dedicated vehicles or special equipment in a vehicle

An RTS passenger's request for special equipment (such as installation of specific handrails or a front seat in a vehicle for the passenger to avoid nausea or back pain) can be denied so long as the requested equipment is not required by the Americans with Disabilities Act or the USDOT's rules. Likewise, a request for a dedicated vehicle can be denied. The USDOT views meeting the requests for a dedicated vehicle as involving fundamental alterations of RTS's services.

Exclusive or Reduced Capacity

A passenger's request for an exclusive ADA Paratransit trip may be denied as a fundamental alteration of RTS's services. ADA Paratransit is a shared-ride service.

Outside the Service Area of Operating Hours

A passenger's request for service may be denied when honoring the request would require travel outside of RTS's service area or to operate outside its operating hours. This request is not a reasonable modification because it would constitute a fundamental alteration of RTS's service.

Personal Care Attendants (PCA's)

While PCA's may travel with a passenger with a disability, RTS is not required to provide a personal care attendant or personal care attendant services to meet the needs of passengers with disabilities. For example, a passenger's request for RTS's operators to remain with the passenger who; due to his/her disability cannot be left alone without an attendant upon reaching his/her destination may be denied.

Intermediate Stops

USDOT views granting an RTS passenger's request for an operator to make an intermediate stop; where the driver would be required to wait, as optional. For example, a passenger with a disability arranges to be picked up at a medical facility and dropped off at home. On the way, the passenger with a disability wishes to stop by a pharmacy and request that the operator park outside of the pharmacy wait for the passenger to return, and then continue the ride home. While this can be an especially useful service for the passenger, and in some cases can save RTS time and money, such a stop in the context of a shared ride system is not required. Since ADA Paratransit is by nature a shared ride system, requests that could disrupt schedules and inconvenience other passengers could rise to the level of fundamental alteration.

Payment

A passenger's request for the operator to provide the transportation service when the passenger with a disability cannot or refuses to pay the fare may be denied; with approval from dispatch. Since RTS charges payment to ride, to provide a free service would constitute a fundamental alteration of RTS's services.

Caring for Service Animals

A passenger's request for the operator to take charge of a service animal may be denied. Caring for a service animal is the responsibility of the passenger or PCA.

Opening Building Doors

For ADA Paratransit services, a passenger's request for the operator to open an exterior entry door to a building to provide and/or alighting assistance to a passenger with a disability should generally, be granted if providing the assistance would not pose a direct threat or leave the vehicle unattended or out of visual observation for a lengthy period of time.

Exposing Vehicles to Hazards

If the passenger requests that a vehicle follow a path to a pickup or drop off point that would expose the vehicle and its occupants to hazards; such as running off the road, getting stuck, striking overhead objects, or reversing the vehicle down a narrow alley, the request can be denied as creating a direct threat.

Hard to Maneuver Stops

A passenger may request an ADA Paratransit vehicle navigate to a pickup or drop-off point to which it is difficult to maneuver a vehicle. A passenger's request to be picked up in a location that is difficult, but not impossible or impractical to access, should generally be granted as long as picking up the passenger does not expose the vehicle to hazards that pose a direct threat.

Specific Drivers

A passenger's request for a specific operator may be denied. Having a specific operator is not necessary to afford the passenger the service provided by RTS.

Luggage and Packages

A passenger's request for an operator to assist with luggage or packages may be denied (with dispatch approval) in those instances where it is not the normal policy/practice or is outside the normal policy/practice to assist with luggage or packages.

Request to Avoid Specific Passengers

An ADA Paratransit passenger's request not to ride with certain passengers may be denied. ADA Paratransit is a shared-ride service. As a result, one passenger may need to share the vehicle with people he or she would rather not.

Procedure 1.3: Passenger Code of Conduct, Suspensions and Appeals

Applies to: Staff and Customers

Section 1: Purpose

Rowan Transit System (RTS) is a service of Rowan County, administered by its Transportation Department. RTS's mission is to provide safe, reliable, convenient, and efficient public transportation to Rowan County citizens and visitors.

These Rules of Conduct ('Rules') are designed to:

- promote the health, safety, and comfort of RTS Riders and assure that Facilities are safe, clean, and accessible.
- promote and facilitate the safe, efficient, and proper use of RTS Facilities and Services.
- protect RTS Facilities, staff, and Riders; and
- assure the payment of Fares.

These Rules describe conduct that is appropriate and conduct that is prohibited when on or using RTS Facilities and Services. These Rules also detail the procedures RTS will follow for ordering Riders who exhibit prohibited conduct off RTS vehicles and other Facilities and temporarily or permanently prohibiting such persons from using RTS Facilities and Services ('Excluding' such persons). They also describe the process to be followed for appealing such Exclusion actions.

RTS may suspend, amend, modify, or revoke the application of any or all these Rules at any time as it deems necessary or desirable.

Section 2. Overview of Conduct and Definitions

Conduct

All persons using RTS Facilities and Services shall exhibit conduct that supports and is consistent with the safe and orderly use of the RTS public transit system in which Riders of different ages and abilities travel in close proximity to one another on fixed route and door to door vehicles. Appropriate conduct ('Appropriate Conduct') means that all persons using RTS Facilities or Services shall:

- listen to and follow the lawful orders and directives of RTS Operators and Supervisors.
- obey written instructions RTS posts.
- pay the Fare; and
- conduct themselves in ways that:
    - does not threaten their own health or safety or the health or safety of others;
    - does not unreasonably annoy, disturb, or intrude on the space of others; and

- does not unreasonably obstruct the aisles, seats, or doors of vehicles or obstruct others from using or accessing Facilities or Services.

No person using RTS Facilities or Services shall engage in prohibited conduct. Prohibited Conduct is conduct that:

- is illegal under any federal, state, or local law, regulation, or ordinance.
- damages any real or personal property of RTS, Operator, any Rider, or any other person.
- injures an Operator, any Rider, or any other person; or
- substantially interferes with or tends to interfere with RTS Service or Facilities.

Specific Prohibited Conduct is more fully described below. A Person who exhibits Prohibited Conduct may also be subject to criminal process or civil legal actions pursued by RTS or others.

Definitions

In addition to the definitions contained elsewhere in these Rules, the following definitions apply.

Exclude, Excluded, Exclusion - means a Person may not enter upon or remain on RTS Facilities or use RTS Services for a specified period of time – also referred to as suspended.

Facilities - means all real and personal property and equipment of or used by RTS in the provision of RTS Services. Facilities include, but are not limited to, bus shelters, bus stops and transfer points, and areas inside and adjacent to such shelters, stops, and points; buses and other vehicles and equipment; and signs.

Fare – means the lawful charges established by RTS for the use of Facilities or Services.

Fare Media – means the various instruments and devices issued by or on behalf of RTS to use for the payment of Fare, including but not limited to farecards, passes, transfers, tickets, and vouchers.

Operator – means the driver of an RTS vehicle or RTS authorized service provider (taxi driver).

Person – means any individual, association, or entity.

Rider – means any Person using RTS Facilities or Services.

Services – means RTS fixed route and door to door and related services and such other services as may be offered from time to time by RTS.

Service Animal – means a guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding

individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items (49 CFR 37.3). Unless required by law, the term Service Animal does not include a therapy animal or animal used for emotional support or comfort. The term Service Animal does include a working dog or other animal of a law enforcement agency.

Sound Production Device – means any device capable of producing sound including but not limited to: radio, television, musical instrument, tape recorder, cassette or compact disc player, speaker device or system, computer, computer tablet, smart phone, and any sound amplifier or sound-producing device like those items listed, but excluding an auxiliary aid or assistive device when utilized by a person with a disability as defined by the Americans with Disabilities Act.

Supervisor – means the Rowan Transit System Transit Operations Manager or RTS employee in a supervisory position. Supervisors are authorized to trespass a Person from Facilities.

Vehicle – Any RTS bus or other vehicle.

Section 3. Prohibited Conduct

Level I Prohibited Conduct includes:

1. Entry onto a Vehicle when a Person's ability to function safely and in an orderly manner is believed to be weakened or diminished by the consumption of alcohol or by the taking of any drugs or other substance.
2. Entry onto a Vehicle, or causing a child to enter onto a Vehicle, when the child is age 13 or under unless accompanied by a Person 16 years of age or older.
3. Disturbing other Riders or the Operator or impeding, interfering with, or obstructing the provision of safe, efficient, comfortable, clean, and hygienic Service. This includes but is not limited to:
    a) Refusing to vacate seats and areas designated by signs for senior citizens and people with disabilities when requested by a senior citizen or a person with a disability or by the Operator on behalf of such persons.
    b) Using a Sound Production Device except when such Sound Production Device is used with headphones or earphones such that sound from such device is heard by the user only.
    c) Standing when the Vehicle is in motion in front of the standee line at the front of the Vehicle near the Operator's seat or anywhere else in the vehicle.
    d) Bringing any animal on a Vehicle unless such animal is caged. The cage must be capable of being held in the lap of the Rider possessing the animal. This prohibition does not apply to ADA Service Animals.
    e) Bringing on-board a Vehicle any packages, articles, or equipment that cannot be safely carried by the Rider in one trip and that cannot be or are not secured by the

Rider outside of the aisle. Packages, articles, or equipment may not block any exits or restrict the free and safe movement of Riders. Strollers and carts are permitted provided they are collapsed, secured by the Rider outside of the aisle, and do not block exits or restrict the free and safe movement of Riders. This prohibition does not apply to wheelchairs, crutches, canes, or other mobility aids or assistive devices.

f) Distracting, or attempting to distract, an Operator.
g) Engaging in canvassing, selling, or soliciting on or at a Facility.
h) Distributing any paper or other material on or at a Facility.
i) Changing a child's diaper in a Vehicle.
j) Spilling food or drink, littering, or otherwise leaving trash or garbage on or at a Facility.
k) Exhibiting personal hygiene that may cause a health or safety hazard.
l) Hanging or swinging from stanchions or other Vehicle equipment with feet off the floor.
m) Hanging out, reaching out, or putting any item, article, or other substance outside of Vehicle windows.
n) Engaging in conduct that may cause a safety hazard.
o) Leaving the vehicle while it is parked to pick-up or drop-off another customer.
p) Making or placing false trip requests.
q) Riding while under the influence of alcohol or illegal drugs.
r) Repeated no-shows or late cancellations (less than one-hour notice prior to scheduled trip).

Level II Prohibited Conduct includes:

1. Entry onto a Vehicle without payment of the Fare or display of Fare Media and refusing to get off the vehicle.
2. Entry onto a Vehicle using counterfeit or stolen Fare Media.
3. Destroying any property including marking, soiling, painting, inscribing, writing, spray painting, or placing graffiti upon and Facility; removing, injuring, or tampering with any Facility; or attempting to commit any of those acts, except as specifically permitted or directed by RTS.
4. Stealing or wrongfully taking any RTS Facility or other property or the property of another Person while on or using a Facility.
5. Disorderly or disruptive conduct, including:
   a) Fighting.
   b) Assaulting another or threatening to inflict bodily injury on another through words or actions.
   c) Offensively touching another or using force on another without their consent or intentionally injuring another.
   d) Harassing another.
   e) Screaming or shouting offensive and unwelcome words at another.

f) Stalking another.

6. Smoking or lighting any incendiary device, including a match, lighter, or torch on a Vehicle; or using vapor products as defined by G.S. 14-313, including but not limited to electronic cigarettes, on a Vehicle.
7. Bringing any items of a dangerous nature on-board a Vehicle. Items of a dangerous nature include pistols, guns, and other deadly weapons as defined in G.S. 14-269(a); any knife having a blade of three inches or longer; BB gun; air gun; paintball gun; airsoft gun; bow and arrow; flammable liquids; dangerous, toxic, caustic, hazardous, or poisonous substances; sheet glass; and sharp objects. Fencing foils must be sheathed and left at the front of the vehicle with the Operator. This prohibition does not apply to a person who has a concealed handgun permit or others exempt from the need for such a permit as defined in NCGS Chapter 14, Article 54(B).
   a) Obstructing or interfering with the Operator's safe operation of the Vehicle.
8. Exposing any private part of a Person's body (indecent exposure as defined in G.S. 14-190.9).

Section 4. Enforcement of the Rules

The Operator may refuse entry onto a Vehicle to any Person who violates these Rules of Conduct.

The Operator or a Supervisor may provide oral and written warnings and may eject (order a Person to leave) or Exclude Persons from Facilities and suspend the use of RTS Services as follows:

- If an Operator or Supervisor becomes aware that any Person is engaging in any Prohibited Conduct, such Operator or Supervisor may give that Person an oral First Warning to immediately cease engaging in the Conduct and/or not to engage in the Conduct again. If the Person does not cease engaging in the Conduct, or if the Person was engaged in any Level II Prohibited Conduct, then the Operator or Supervisor may direct the Person to immediately leave the Vehicle or other Facility.
- If a Person fails or refuses to leave a Vehicle or other Facility after being directed to do so by an Operator or Supervisor, then such Person is subject to arrest and prosecution. Additionally, failing to leave a Vehicle or other Facility after being directed to do so may also subject a Person to the Exclusion Procedure, described in Section 5.

The remedy described in this section is not exclusive, and RTS or any other person may pursue such further legal action as applicable and appropriate. If a Person receives more than three (3) First Warnings in any 30-day period, that Person may be excluded from RTS Facilities and Services for not less than seven (7) days or more than thirty (30) days for a Level I Prohibited Conduct infraction. For Level II Prohibited Conduct infractions, RTS reserves to make that

determination on a case-by-case basis but a minimum of 30 days for the first infraction and longer for more serious offenses.

Section 5. Facility Exclusion Procedure

If a Person has failed or refused to follow an order to cease Prohibited Conduct and RTS determines that an individual should be excluded from RTS Facilities and/or Services, or that conditions should be placed on the Person's continued use thereof, the process is as follows:

A. The Director of Transit will issue an Exclusion Order via certified mail to the Person stating the reasons for the exclusion, the time period of the exclusion, and the Facilities and/or Services to which the Exclusion Order applies. In general, Level I Prohibited Conduct may result in exclusion for not less than seven (7) days or more than thirty (30) days and Level II Prohibited Conduct may result in exclusion for not less than 30 days or more than six (6) months. Repeated instances of Prohibited Conduct will result in longer exclusion periods. If continued use of Facilities and/or Services is made subject to safety conditions or restrictions (e.g. presence of a parent or guardian in the case of a juvenile; accompaniment by a personal care attendant or aide), a conditional Exclusion Order may be issued specifying that the Person will be subject to exclusion unless the imposed restrictions are complied with. The Exclusion Order may be issued verbally; however, any verbal notice will be followed by a written Exclusion Order via certified mail.

B. The written Exclusion Order shall also advise the Person of his/her right to appeal the decision and include a copy of the appeal procedure. The Director of Transit shall provide a copy of the written Exclusion Order to the Transit Operations Manager about the reasons for and length of the exclusion.

C. If an appeal is not filed by the excluded party within ten (10) business days from the commencement of the exclusion, the right to appeal terminates and the Exclusion Order is final.

APPEALS

A. Any Person Excluded from RTS Facilities or Services may appeal such Exclusion Order by submitting a written Notice of Appeal to the Director of Transit at the following address: Rowan Transit System 2726 Old Concord Rd Salisbury, NC 28146, Telephone: 704-216-8888, FAX: 704-216-7978 and Email: valerie.steele@rowancountync.gov

Such Notice of Appeal must be submitted within ten (10) business days from the date of the Exclusion Order. The Notice of Appeal shall state with specificity the grounds for the appeal and all the facts that the Excluded Person believes are relevant to the appeal.

The Director of Transit shall review and may uphold, reconsider, or modify the Exclusion Order and shall make his/her decision in writing within fifteen (15) business days of receipt of the Notice of Appeal. Exclusion Orders shall remain in effect pending an appeal.

B. Should the Excluded Person wish to appeal the decision of the Director of Transit, the Excluded Person may appeal the Director of Transit's decision to the County Manager by filing a written Notice of Appeal of Director of Transit's Decision within ten (10) days of the date of the decision of the Director of Transit at the following address: Rowan Transit System, 2726 Old Concord Rd Salisbury, NC 28146 Telephone: 704-216-8888 FAX: 704-216-7978 Email: rowantransit@rowancountync.gov

The County Manager or designee shall hold a hearing within thirty (30) business days after the appeal has been filed. A notice of the hearing including a statement of the time, place, and nature of the hearing shall be mailed to the Excluded Person by the County's Director of Transit. The Excluded Person shall attend the hearing and may be represented by counsel and/or accompanied by a representative and one attendant. The Appeals Hearing is an administrative meeting and is NOT a public meeting. All decisions by the County Manager or designee are final.

NON-COMPLIANCE WITH EXCLUSION ORDER: TRESPASSING

If any Person subject to an Exclusion Order enters the specified Facilities or Services before the termination date listed in the Exclusion Order, that Person shall be trespassing and is subject to arrest and prosecution.

The following guidance for riders is provided in order to make customer trips as satisfactory and safe as possible, and to help the County provide efficient and effective service that serves its customers.

Customers may use wheelchairs, canes, walkers, and other common mobility devices on vehicles. They may also travel with oxygen tanks and respirators.

Customers traveling with a child who needs a car seat must supply it. Customers are responsible for securing the car seat and for its removal. Children riding in the rear seat are required to wear a seat belt.

The service provider has a one-hour service window for picking up a customer. This means that the vehicle may arrive at any time up to 30 minutes before or after the requested pickup time. For schedules utilizing an appointment time, the vehicle may arrive up to one hour in advance of the appointment.

Be prepared, ready and waiting at the curb when the vehicle arrives. The driver will only wait for five minutes if you are not at the indicated pickup point.

RTS tickets are for the use of RTS customers, they may also be utilized by authorized companions. The County reserves the right to only allow one companion per one-way trip. The companion shall pay with one ticket per one-way trip. Personal Care Attendants may ride for free when authorized by the eligibility certification.

Trips involving intermediate stops are not allowed, each trip must be booked with an origin and destination.

In summary, there are two situations whereby a customer's right to use RTS service may be suspended or cancelled:

1. When the customer's behavior is seriously disruptive or inappropriate as described in Level I and II Prohibited Conduct descriptions provided above.
2. When a customer does not show up for reserved rides or repeatedly (a pattern of incidents) cancels service with less than one hour's notice.

Guidelines:

1. Abusive and disruptive behavior includes but is not limited to:
    a. Physical altercations with agency employees or other passengers
    b. Threatening, intimidating, or harassing language
    c. Excessive profanity
    d. Shouting at agency employees or other passengers

2. The employee must report abusive or disruptive behavior in writing to his/her Supervisor, Transit Operations Manager or Director of Transit.

3. The Director of Transit or his/her designee will issue a written letter to the passenger requesting that the abusive or disruptive behavior cease while the passenger is using the transportation service. The letter will warn the passenger to cease the behavior and inform them of the following suspension requirements.

4. The following are the consequences of abusive or disruptive conduct:
    a. The first offense may result in a suspension of service for up to 30 days.

b. The second offense within a one-year period shall result in suspension of service for up to 60 days.
c. The third offense within a one-year period shall result in suspension of service for up to one year.

5. Depending on the severity of the behavior, the Transit Operations Manager or Director of Transit may immediately suspect service to the passenger with no warning.

6. Passengers who display the behaviors described above due to a disability, sudden personal emergency or sudden illness are exempt from this requirement. Director of Transit may request documentation from passengers with a disability that causes these behaviors in order for a determination if the passenger can continue to use the service.

Procedure 1.4: RTS Privacy of Information

Applies to: Staff and Customers

Introduction:

The following procedure provides staff and customers details about RTS privacy of information. RTS wants customers to be educated about our service, so customers are encouraged to read this disclosure carefully to understand the service.

RTS does not sell customer information to third parties.

RTS does not share customer information with outside parties who may wish to market their products to you. Customers do not have to take any action or instruct us to keep your information confidential. RTS will protect your privacy automatically.

Within RTS, staff safeguards your customer information carefully.

Customers have choices about how your information may be shared and used within RTS.

RTS is committed to protecting your customer information in every transaction, at every level of our organization. For this purpose, RTS has designed procedures, standards, and technology, which are described in our procedures.

RTS is committed to helping you protect your privacy every day. RTS has been a trusted paratransit eligibility service partner for many years. Customers can count on us to provide you with the responsive, professional service you deserve, and to protect your privacy and security along the way.

The RTS Privacy of Information Procedures described herein illustrates how we protect and use your customer information. RTS believes that protecting your privacy is an integral part of the customer service we provide to you. RTS does not share customer information with outside parties who may wish to market their products to you.

At RTS, we value your relationship, and we work diligently every day to honor the trust you place in us. Thank you for using RTS.

Privacy:

How RTS protects and uses customer information:

1. RTS begins by safeguarding the security and integrity of customer information.

2. RTS is committed to protecting the security and integrity of customer information through procedures and technology designed for this purpose. For example:
    - RTS limits employee access to customer information to those who have a business reason to know this information. Employees are required to honor our code of conduct, which includes standards to protect customer confidentiality. Staff are subject to disciplinary action if they fail to do so.
    - RTS maintains policies and procedures covering the proper physical security of workplaces and records.
    - Our physical, electronic, and procedural safeguards meet or exceed federal standards regarding the protection of customer information. RTS requires independent contractors and outside companies who work with us to adhere to strict privacy standards through their contracts with us. RTS uses technological means (such as backup files, virus detection and eradication software, firewalls, and other computer software and hardware) to protect against unauthorized access or alterations to customer data.

3. RTS collects and maintains customer information as part of servicing your reservations and usage of paratransit and other transportation services. In the course of serving you, RTS collects information about you from a variety of sources, such as:
    - Information customers provide to us on applications or forms, such as your disability
    - Information RTS receives from an outside source, such as your doctor, regarding your health history or treatment status
    - Information about your previous paratransit eligibility status from transit agencies and the companies that serve them.

4. The customer information RTS collects is used to serve your trip reservation needs.

5. Information may be used among RTS, as well as with authorized third parties, for several purposes, such as:
    - To process your demand response service requests
    - To process your requests such as updates to address and mobility devices
    - To service your account by using your information to provide RTS enough information to schedule a ride including pick up address and emergency contact information

- To keep you informed by issuing notifications of expiration, ID cards (if applicable), and policy or procedure updates

6. RTS does not share information with outside parties who may wish to market their products to you. We may disclose the information we collect, as described above, with nonaffiliated third parties that are acting on our behalf, including:
    - Companies and transit agencies that perform transportation services. We may also share certain information with companies that help us conduct surveys or marketing research.
    - There are other situations when we may disclose to third parties the customer information we collect as permitted or required by law. Third parties could include government entities, courts, or other entities (in response to subpoenas and other legal processes), and those with whom you have requested us to share information.

7. It is important to note that we do not share customer information with other companies for the purpose of marketing their products to you unless you specifically request in advance that we do so. It is not necessary for you to instruct us not to share information with these outside companies, because we will automatically keep your information confidential.

8. Within RTS, we share information so that we can work together to serve you.

9. RTS may disclose all the information we collect, as described above, within RTS operations, including:
    - Our administrative and customer service departments which, for example, service your accounts.
    - Our transit evaluation team to determine ADA paratransit eligibility and other transportation services you may qualify for.

Procedure 1.5: Records Retention

Applies to: Staff

Per the N.C. Municipal Records Retention and Disposition Schedule (NCMRRDS) and Federal Transit Administration (FTA) requirements, Transit staff is to retain records for the following lengths of time (page number of NCMRRDS are cited):

NCMRRDS Record	Period	Page #
1. Agendas	Destroy after 1 year	1
2. Associations and committees	Destroy after 2 years	1
3. Citizen Complaints	Destroy after 3 years	2
4. Letters/Memo's	(a) Keep records relating to history or operation of Access (b) Destroy remaining records > 3 years	2
5. Policy Statements	(a) Retain 1 copy permanently (b) Destroy remaining records > 3 years	2
6. Emergency Plans	Destroy when superseded or obsolete	2
7. Contracts	Destroy > 5 years after expiration	2
8. Policies and Procedures	(a) Internal - retain permanent copy (b) External – destroy > 1 year after superseded or obsolete	7
9. Reports	(a) Retain perm. copy of biennial & annual reports (b) Destroy all others > 3 years	8
10. Temporary Records	Destroy > 6 months (mailing lists, reservations, etc.)	8
11. Purchasing File	Destroy > 3 years & when released from all audits	10
12. Annual Budget	Preserve 1 perm. copy for record	11
13. Authorizations Form	Destroy > 3 years & when released from all audits	12
14. Invoices – all	Destroy > 3 years & when released from all audits	12
15. Paid Check, bills, vouchers	Destroy > 3 years & when released from all audits	20
16. Receipts	Destroy > 3 years & when released from all audits	21
17. Work Orders	Destroy in office 1 year after completion of work	47
18. Applications	Destroy after > 3 years	77

(1) N.C. Municipal Records Retention and Disposition Schedule, N.C. Department of Cultural Resources, Division of Archives and History, Archives and Records Section, Records Services Branch, August 15, 1997. (2) RTS extended timeframe. The NCMRRDS recommends destruction after all the complaints are settled. NOTE: ADA requirements require the retention of ADA complaints for three years.

Procedure 1.6: Fare and Service Changes

Applies to: Staff and Customers

Fares

Fares are collected by RTS staff. Fares must be paid at the time of boarding.

Fares are as follows:

Type of Service	Fare Per One-Way Trip
Share Ride EDTAP & RGP	$2.00
Dialysis Urban & Rural	$2.00

RTS will collect all fares and issue a credit to the appropriate billing code on the monthly invoice. All fares are to be collected at the time of service. Example; if there are 50 one-way passenger trips on the Share Ride RGP billing code, a credit of $100.00 should be reflected on the billing for that month.

Fare or Service Changes

Purpose: Federal Transit Administration {FTA) grantees are required to develop a local process to solicit and consider public comment prior to a fare increase or major changes in the provision of public transit services.

This Rowan County procedure describes when an opportunity for a public hearing is required, the goal, objectives, how hearings will be conducted, and how the results of hearings will be considered in the decision-making process.

Goal
The goal of this procedure is to support the Rowan Transit System [RTS] mission of providing Safe, Efficient and Affordable Mobility choices to Rowan citizens.

Objectives
RTS has developed the following objectives that are critical to achieving the goal of keeping fares affordable and reasonable for passengers while balancing the need to maximize fare revenue to help maintain and expand transit operations for the benefit of all customers.

1. Increase Ridership:
    a. Increasing ridership to support societal goals of reducing traffic congestion and decreasing air pollution. RTS also wants to adopt strategies that will encourage ridership by means of an affordable fare structure.

2. Establish Equitable Fares and Justifiable Service Changes
    a. To be equitable, fares and service changes must take into account the needs of the citizens who use transit. The fare structure and any proposed operating changes should consider the economic and social requirements of transit riders.
3. Enhance Customer Mobility and Access
    a. The fare structure and any proposed service changes should enhance the ability of riders to access the system and move through it with ease. The fares and any changes will be explained in public meetings in easy to understand language.

Public Process

RTS will conduct a comprehensive public outreach effort to ensure that the decisions being made are reflective of the needs and desires of the community but still within the means and resources of the county transit system. *RTS defines a "major service change: as one that alters the existing routes, schedule or hours by at least 25% of the total service provided.* RTS will take the following steps in seeking public input:

1. Public Notice Procedures: At a minimum, RTS will place a legal advertisement in the local newspaper to announce any proposed fare or major service changes and describe how and where the public may provide comment. RTS will also prepare notices in the form of press releases and provide written notices on system vehicles, public bulletin boards and notify agency and business partners directly or by email.
2. Solicitation of Public Comment Practices: To ensure public comment is considered, RTS will schedule public meetings at times and locations where there is the most interest from those affected by the fare or major service changes in system operations. Public hearings will be designed to provide a means by which RTS may inform the public of the basis for proposed actions, and the hearings will not be designed to be adversarial in nature. The public hearing will be conducted in an orderly manner under the control of the Director of Transit or an assigned staff person.
3. Transit Advisory Board (TAB) Review of all Public Input information: The RTS Advisory Committee or TAB will receive all written passenger comments and other recorded minutes from the public meetings that are held for public input. Any individual desiring to address the TAB will be given the opportunity to express their support or disagreement with fare or system changes.

Final Recommendations and Implementation:

The TAB will consider all information presented and give findings of facts and recommended actions to the Administrative staff. The Rowan County Board of Commissioners is the final authority on any fare structure change. Public notice of system changes and new fares will be communicated to the public in the same manner as in Section IV A.

Procedure 1.7: RTS Grants Administration and Financial Management

Applies to: Staff and Customers

Purpose

The purpose of these grant and financial management procedures is to establish clear guidance regarding RTS's grant and financial management and administration of Federal Transit Administration (FTA) and North Carolina Department of Transportation (NCDOT) – Integrated Mobility Division (IMD) grants when Rowan County is the subrecipient.

FTA and NCDOT grant programs have requirements which require Rowan County to comply with so as to continue to be eligible for grant funding. As a sub-recipient, Rowan County must demonstrate to NCDOT the legal, technical, and financial capacity to manage and administer grants. Financial ability includes the ability to match and manage NCDOT/FTA grant funds, cover cost and operating deficits, financially maintain and operate NCDOT/FTA funded facilities and equipment and conduct and respond to applicable audits.

The policies contained herein outline Rowan County procedures regarding application, acceptance, budgeting, accounting, and administration of NCDOT /FTA grants, as well as in regard to compliance with FTA/U.S. Department of Labor requirements related to Section 5333(b) labor protections.

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ORGANIZATIONAL MANAGEMENT

Legal Authority: Authorizing Resolution

To be eligible for NCDOT/FTA funding, The Rowan County Manager is authorized by The Rowan County Board of Commissioners to apply for and receive funding. This was affirmed when the appropriately authorized person signed the authorizing resolution form included in the NCDOT grant application package. This form is submitted annually to NCDOT-IMD as required and is also maintained in the Rowan County Finance Department.

Annual Certifications/Signature Procedures

Federal and State grant awards require applicants and grantees to certify that they are in compliance with or will comply with a variety of laws and regulations. As a sub-recipient of federal and state transit funds ROWAN COUNTY signs and submits certifications and assurances on an annual basis with its grant application to NCDOT. The Rowan County Director of Transit is responsible for updating the ROWAN COUNTY annual Certifications and Assurances [C&A] and securing the proper signatures/approvals including both the approval of the Governing Board and the Opinion of Counsel. The annual C&A's are filed according to the following procedure:

1. The Director of Transit reviews the list of C&A's received from FTA and compares - them with the C&A's from the previous year.
2. If there are changes in the C&A from the previous year, the Director of Transit forwards the C&A's to the Board of Commissioners for review.
3. If there are reports to be filed in conjunction with the C&A's, the Director of Transit completes the applicable reports for submission to NCDOT.
4. Upon concurrence from the Board of Commissioners, the Director of Transit secures approval and signature on the C&A's from the Rowan County Manager who is authorized to act on behalf of Rowan Transit System
5. The Director of Transit compiles the approved C&A's and applicable reports for Rowan County for submittal to NCDOT.
6. The Director of Transit officially submits the C&A's to NCDOT with the application.
7. The Director of Transit is responsible for maintaining a file with all of Rowan County's past and present C&A's.

Governance

The Rowan County Board of Commissioners has the legal and fiduciary responsibility of the organization.

The RTS Advisory Committee [TAC] is representative of the community and is able to provide community-based advice to the Board of Commissioners. The TAC meets regularly, is "actively engaged" and conducts business in an open and transparent manner. All members of the TAC sign conflict of interest statements as required by federal regulations.

The by-laws for the Rowan County TAC were reviewed and approved by the TAC on May 19, 2010 adopted by the Board of Commissioners on July 19, 2010.

Rowan County Continuity of Operations Plan

The Rowan County Emergency Operations Plan was developed to address multiple hazards that threaten our County. Through use of a functional format, the plan encourages an Integrated Emergency Management System (IEMS) approach to disasters and fosters prompt, efficient and coordinated response operations by elements of the emergency organization. IEMS requires a system-wide integration of skills, people and resources. IEMS recognizes that plans developed for one type of emergency are extremely useful for other emergency situations and a significant amount of emergency operational capability can be established by addressing broadly applicable functions.

Rowan County has adopted the National Incident Management System (NIMS) approach as well, to incorporate the elements of NIMS essential to efficient management of emergencies and disasters that will involve local, state and federal response agencies. The federal government places criteria for all emergency plans to comply with Homeland Security Presidential Directive #5 (HSPD-5). "To prevent, prepare for, respond to, and recover from terrorist attacks, major disasters, and other emergencies, the United States Government shall establish a single, comprehensive approach to domestic incident management. The objective of the United States Government is to ensure that all levels of government across the Nation have the capability to work efficiently and effectively together, using a national approach to domestic incident management. In these efforts, with regard to domestic incidents, the United States Government treats crisis management and consequence management as a single, integrated function, rather than as two separate functions"...

Division of Duties:

Control Environment: Assignment of Authority – NCDOT Grants

The Rowan County Manager is authorized to execute agreements and contracts with NCDOT.

The Rowan County Finance Director or Director of Transit is designated to submit the following, as indicated on the Delegation of Authority form submitted to NCDOT:

- Reimbursement Requests
- Budget Revisions
- Budget Amendments
- Period of Performance Extensions

Signature Policy

The Chairman of the Board of Commissioners and the Finance Director are authorized to sign checks for Rowan County:

Governing Board:

1. Reviews and approves annual County Department budgets
2. Reviews monthly and annual financial reports
3. Reviews and approves all grant applications and holds public hearings
4. Reviews and approves multi-year financial and operating/planning reports

Transportation Advisory Committee (TAC):

1. A forum to discuss relevant issues related to public transportation
2. An advocate in promoting new or expanded transit Services
3. Oversight to program operations, setting and monitoring goals
4. A participant in local & regional transit planning functions
5. As a guardian of passenger rights

Conflict of Interest Policy / Code of Conduct
In accordance with Board policy and related legislation, no employee, officer, agent, immediate family member, or Board member of the agency shall participate in the selection, award, or administration of a contract supported by Federal and/or State funds if a conflict of interest, real or apparent, would be involved.

Rowan County Personnel Ordinance
RTS employees and system operations are subject to compliance with the Rowan County Personnel Ordinance promulgated by the Human Resources Department. They set forth all policies, benefits, and regulations as they are approved by the Rowan County Board of

Commissioners. The Rowan County Personnel Manual thoroughly address subject areas that are relevant to this RTS Grants and Financial Management Policies and Procedures and are herein incorporated as referenced. For more information, the web site address is http://www.co.rowan.nc.us/

Labor Protections

Rowan County receives federal assistance under the Federal Transit statute and agrees to comply with the terms and conditions of the protective labor arrangements in 49 CFR Section 5333(b). Section 5333(b) of Title 49 of the U.S. Code (Federal Transit Law) requires that employee protections, commonly referred to as "protective arrangements" or "Section 13(c) arrangements" be certified by the Department of Labor and in place, before Federal transit funds can be released to a transit provider. Rowan County protects employee in the following ways: the preservation of rights, privileges, and benefits, the protection of individual employees against a worsening of their positions related to employment, assurances of employment to employees of acquired mass transportation systems, assurance of priority of re-employment of employees whose employment is ended or who are laid off, and paid training or retraining programs.

Section 5333(b) Labor Warranty (S.5311)

As part of its application for Rural and Small Urban Program funding, Rowan County has signed the 14-page NCDOT-IMD Section 5333(b) Labor Warranty. In signing this warranty, Rowan County agrees to preserve the rights of employees. Rowan County also agrees to provide allowances for dismissed and displaced employees under the terms set forth in the agreement. Further, in signing the warranty, Rowan County agrees that it will post notice of its compliance with Section 5333(b) in conspicuous place and maintain records to document compliance. This form is signed annually by the official authorized to sign the grant application.

Labor Complaint Resolution Procedures

Rowan County has policies and procedures to provide adequate and fair hearing of employee grievances as set forth in the attachment to this document. Rowan County also maintains records that track compliant investigations including the date files, allegations, actions taken and resolution. The grievance or complaint resolution procedures for the Rowan County are attached to this document.

Contract Management and Oversight

In the event that Rowan County opts to contract or subcontract for any portion of its transit service in the future, Rowan County will monitor each contract for quality in fulfilling the contract

requirements as well as compliance with FTA requirements. The Director of Transit is responsible for reviewing each contract and determining specific monitoring requirements based on type of contract and funding utilized.

Quality Assurance Monitoring

At a minimum, service operating contractors is required to report monthly on the Following:

- Number of one-way passenger trips by passenger/trip type
- Number of trips requested (demand-response service)
- Number vehicle miles and revenue vehicle miles
- Number vehicle hours and revenue vehicle hours
- Accidents and incidents that occur during the provision of contracted service. All accidents or incidents involving passenger injury or damage to Rowan County owned vehicles shall be reported immediately
- Complaints received and how they were addressed. Any complaint about potentially discrimination (Title VI or ADA) shall be reported immediately
- Vehicle breakdowns
- Delayed performance
- Maintenance performed on Rowan County-owned vehicles
- Employee training conducted
- Drug and alcohol testing activity
- Operating and administrative expenses
- Fares collected
- Any other performance measures specified in the contract

These reports are submitted in support of the contractor's invoice. The Director of Transit is responsible for reviewing the contractor's reports and invoices.

Should a contractor fail to deliver service meeting the contract's minimum standards, the Director is responsible for following through with any expected corrections and/or penalties as specified in the contract.

Any complaints received regarding contractor performance shall be investigated by Director of Transit. This will include contacting the customer/complainant for further information, discussing the complaint with the contractor, and determining what actions are needed to resolve the complaint.

Monitoring Compliance with FTA Requirements

Each contract funded by FTA funds includes Federally required clauses appropriate to the contract. The Director of Transit is responsible for monitoring contractor compliance with all FTA requirements applicable to their contract, including:

- Financial Management
- Appropriate Use of FTA-Funded Vehicles and Facilities
- Maintenance of FTA-Funded Vehicles and Facilities
- Federal Contract Clauses in subcontracts
- Disadvantaged Business Enterprise
- Debarment and Suspension
- Lobbying
- Title VI
- Americans with Disabilities Act
- Charter Bus
- School Bus
- Drug and Alcohol Program
- Equal Employment Opportunity

Rowan County also makes periodic site visit to the contractor's headquarters to review documentation of compliance with each applicable FTA compliance area.

Document Control and Retention

Rowan County retains all personnel, time, payroll, audit, tax, vendor, client and accounting records for a period no less than five years or three years beyond the close-out of any grant that finances each expense, whichever is longer. All tax records are maintained for a 7-year period. All records both digital as well as hard are stored in a manner which allows them to be both secure as well as easily accessible.

Public Access

Rowan County complies with North Carolina regulations regarding access to public records and follows the procedures set forth in Records Retention and Disposition Schedule Public Transportation Systems and Authorities issued by North Carolina Department of Cultural Resources in April 2006. North Carolina General Statute §132.1 states: (*a) "Public record" or "public records" shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its*

subdivisions 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 subdivision of government. (b) The public records and public information compiled by the agencies of North Carolina government or its subdivisions are the property of the people. Therefore, it is the policy of this State that the people may obtain copies of their public records and public information free or at minimal cost unless otherwise specifically provided by law. As used herein, "minimal cost" shall mean the actual cost of reproducing the public record or public information. (1935, c. 265, s. 1; 1975, c. 787, s. 1; 1995, c. 388, s. 1.)

The default guideline that is be followed by Rowan County is if the agency generates, stores, or maintains a document, that document is a public record and shall be made available to the public upon request. There are exceptions to what the statutes designate as public records, including the following sensitive information:

- Personnel records, including drug and alcohol program records
- Social security numbers (of employees, applicants, and customers)
- Medical and mental health information about specific customers

Unless otherwise specified, all personnel and financial records will be kept in a locked, fireproof file cabinet in an office to be specified by the Director of Transit with the key provided to a limited number of authorized individuals. If stored electronically, all sensitive materials will be password protected, with the password provided to a limited number of authorized individuals. The following criteria apply to all RTS employees, and TAC members:

1. Employees and all persons associated with RTS must maintain the confidentiality of privileged information concerning staff and participants in accordance with North Carolina confidentiality statutes and regulations.
2. No identifying information will be released to an outside agency or person without the informed consent of the person. Such consent must be granted in writing and the release to inform will expire one year from the date it is signed.
3. The following will have access to locked files:
    a. Employees, and others who must access information in order to perform required job functions.
    b. Federal, State, local or other monitoring agencies.
    c. Court order. After documents' holding period has been completed, documents are destroyed using safety sensitive measures such as shredding, in accordance with the Records Retention and Disposition Schedule Public Transportation Systems and Authorities issued by North Carolina Department of Cultural Resources.

Electronic Documents

Electronic documents are backed up daily to ensure all data is maintained in the event of local computer failure. Prior to an employee being terminated that employee's access to computer files is terminated.

Financial Records

All financial records associated with NCDOT/FTA grants are retained for a minimum of five years or three years beyond grant close-out, whichever is longer. This includes all personnel, time, payroll, audit, tax, vendor, client and accounting records.

All financial records associated with the procurement of vehicles and equipment purchased with NCDOT/FTA grants will be retained for a minimum of five years of three years beyond the end of NCDOT's title lien on the vehicle/equipment, whichever is longer. This includes all vehicle maintenance and repairs records.

All financial records associated with the development of a facility financed with NCDOT/FTA grants will be retained for a minimum of five years or three years beyond final NCDOT/FTA payment for construction, whichever is longer.

Grants Administration

Grant Application

Preceding the release of each application, the Rowan County determines which projects and services will be included in that year's application, based on area's Community Transportation Services Plan – CTSP or other IMD required planning process.

Grant application packages are received electronically from NCDOT-IMD. Included in each is a timetable for the processing and completion of the application along with specific instructions on how to complete each section.

Grant Award and Agreement Execution

NCDOT sends official notification by mail, and usually contacts the Director of Transit in advance of receiving a formal notification in the mail.

It is the responsibility of the Director of Transit to forward the grant agreement to Rowan County Finance for processing immediately upon receipt. The County Finance Department prepares a budget amendment when necessary to ensure the County budgets are consistent with the NCDOT grant revenues and local match.

Grant Reporting

The Director of Transit is responsible for ensuring that all grant funds are expended in accordance with specific grant regulations (allowable and eligible costs) and must ensure that any fiscal and programmatic reporting requirements are adhered to.

Financial Management

The fiscal year for Rowan County is from *July 1* to *June 30th*.

Multi-year Financial Plan

The Rowan County develops a five-year financial plan as part of its Community Transportation Service Plan, which is required for funding under NCDOT. This financial plan is based on planned service changes and identified funding sources and is used as a basis for the annual grant application to NCDOT as well as for the development of RTS's annual budget.

Budget Development: Under the Local Government Finance Act, each local government and public authority in North Carolina is required to adopt an annual balanced budget ordinance, and is prohibited from expend any moneys, regardless of their source (including moneys derived from bond proceeds, federal, state, or private grants or loans, or special assessments), except in accordance with a budget ordinance or project ordinance adopted under N.C. § 159□8 or through an intra-governmental service fund or trust and agency fund properly excluded from the budget ordinance. The legal adoption of annual/fiscal year budgets does not preclude the approval of grant budgets throughout the year if the funding year is different from the fiscal year.

RTS also prepares an annual budget that updates the CTSP financial plan, based on CTSP service implementation milestones and changes in available funding. The annual budget is prepared at the beginning of the fiscal year/in preparation for the annual grant application to NCDOT/in preparation for the annual budget.

Budget Revisions and Amendments: A mid-year budget revision or amendment may necessary when the revenues unexpectedly increase or decrease, or expenditures are accruing at a faster rate than budgeted for. Grants are often amended to shift allocated funds from one cost category to another, increase or decrease the grant budget, change the grant period or to alter the programmatic requirements. Any amendment that alters the total grant revenues is prepared by the Director of Transit and submitted to the County Finance Director. Any budget amendment raising or lowering the expected grant revenue must be approved by the Board of Commissioners.

Structure of Accounts: Rowan County has chosen to use its own chart of accounts uniform to the Rowan County Finance Department procedures. Therefore, RTS must convert County expenditures to the UPTAS chart of account when requesting reimbursement from NCDOT for grant-related expenses.

Procedure 1.8: Charter Service

Applies to: Staff and Customers

NCDOT requires all subrecipients seeking Federal or State assistance to acquire or operate any public transportation equipment or facilities to enter into a "Charter Service Agreement," which states: "The subrecipient agrees that it, and each if its subcontractors at any level who use FTA or NCDOT funded vehicles, may provide charter service using equipment or facilities acquired with Federal/State assistance only in compliance with the regulations set out in 49 CFR 604." Subrecipients must agree to comply with the charter service requirement in 49 CFR 604 in our annual FTA/NCDOT Certifications and Assurances and comply with the recordkeeping and reporting requirements.

Subpart A-General provisions

Purpose (Section 604.1)
The purpose of this part is to implement 49 U.S.C. 5323(d), which protects private charter operators from unauthorized competition from recipients of Federal financial assistance under the Federal Transit Laws.

This subpart specifies which entities shall comply with the charter service regulations; defines terms used in this part; explains procedures for an exemption from this part; and sets out the contents of a charter service agreement.

Charter Service under 49 CFR Part 604 means, but does not include demand response service to individuals:

1. Transportation provided by a recipient at the request of a third party for the exclusive use of a bus or van for a negotiated price. The following features may be characteristic of charter service:
    - (i) A third party pays the transit provider a negotiated price for the group;
    - (ii) Any fares charged to individual members of the group are collected by a third party;
    - (iii) The service is not part of the transit provider' s regular scheduled service, or is offered for a limited period of time; or
    - (iv) A third party determines the origin and destination of the trip as well as scheduling; or

2. Transportation provided by a recipient to the public for events or functions that occur on an irregular basis or for a limited duration and:
    - (i) A premium fare is charged that is greater than the usual or customary fixed route fare; or
    - (ii) The service is paid for in whole or in part by a third party.

Exceptions (Subpart B)

- Government Officials (Section 605.6)
- Qualified Human Service Organizations (elderly, persons with disabilities, and low-income individuals) (604.7)

- When no registered charter provider responds to a notice sent by a recipient (Section 604.11)
- Leasing (must exhaust all available vehicles first) (Section 604.9)
- By agreement with all registered charter providers (Section 604.12)
- Petitions to the Administrator: (Section 604.11) Events of Regional or National Significance (604.l 0) Hardship (Section 604.8)

Discretion (Section 604.13)

Reporting Requirements for all Exceptions (Section 604.12)
This section set out the reporting requirements for public transit agencies that provide charter service pursuant to an exception.

1. A recipient that provides charter service in accordance with one or more of the exceptions contained in this subpart shall maintain the required notice and records in an electronic format for a period of at least three years from the date of the service or lease. A recipient may maintain the required records in other formats in addition to the electronic format.
2. In addition to the requirements identified in paragraph (a) of this section, the records required under this subpart shall include a clear statement identifying which exception the recipient relied upon when it provided the charter service.
3. Beginning on July 30, 2008, a recipient providing charter service under these exceptions shall post the records required under this subpart on the FTA charter registration Web site 30 days after the end of each calendar quarter.
4. A recipient may exclude specific origin and destination information for safety and security reasons. If a recipient excludes such information, the record of the service shall describe the reason why such information was excluded and provide generalized information instead of providing specific origin and destination information.

Registration of Private Charter Operators (Subpart C Section 604.13)
This section sets out the required information a private charter provider must submit in order to be considered a registered charter provider. Private charter operators shall provide the following information at http://www.fta.dot.gov/CharterRegistration to be considered a registered charter provider:

1. Company name, address, phone number, email address, and facsimile number;
2. Federal and, if available state motor carrier identifying number;
3. The geographic service areas of public transit agencies, as identified by the transit agency's zip code, in which the private charter operator intends to provide charter service;
4. The number of buses or vans the private charter operator owns;

5. A certification that the private charter operator has valid insurance; and
6. Whether willing to provide free or reduced rate charter service to registered qualified human service organizations.

Recipient's Notification to Registered Charter Providers (Section 604.14)
The section requires public transit agencies to provide notice to registered charter providers when the public transit agency is interested in providing the requested charter service.

1. Upon receiving a request for charter service, a recipient may:
    a. Decline to provide the service, with or without referring the requestor to FTA' S charter registration Web site (http//www.fta.dot.gov/laws/leg_reg_ l 79html);
    b. Provide the service under an exception provided in subpart B of this part; or
    c. Provide notice to registered charter providers as provided in this section and provide the service pursuant to Section 604.9.
2. The public transit agency must provide the following information via email:
    a. Email notice of the request shall be sent by the close of business on the day the recipient receives the request unless the recipient received the request after 2 p.m., in which case the recipient shall send the notice by the close of business the next business day;
    b. Email notice sent to the list of registered charter providers shall include:
        i. Customer name, address, phone number, and email address (if available);
        ii. Requested date of service;
        iii. Approximate number of passengers;
        iv. Whether the type of equipment requested is (are) bus(es) or van(s); and
        v. Trip itinerary and approximate duration; and
3. If the recipient intends to provide service that meets the definition of charter service under Section 604.3(c)(2), the email notice must include the fare the recipient intends to charge for the service.
4. When an e-mail is returned as "undeliverable " the public transit agency will send notification of the requested charter service by facsimile. The public transit agencies must maintain a record of the " undeliverable" e-mail notification and confirmation that a facsimile was sent to the number provided by the registered provider.

Subpart D- Registration of Qualified Human Service Organizations and Duties for Recipients With Respect to Charter Registration Web site Section 604.15 Registration of qualified human service organizations.

1. Qualified Human Service organizations not receiving Federal funds must provide the following information:

a. Name or organization, address, phone number, email address, and facsimile number; The geographic service area of the recipient in which the qualified human service organization resides,
b. Basic financial information regarding the qualified human service organization and whether the qualified human service organization is exempt from taxation under sections 501 (c) (1), (3), (4), or (19) of the Internal Code, and whether it is a unit of Federal, State or local government;
c. Whether the qualified human service organization receives funds directly or indirectly from a State or local program, and if so, which program(s); and
d. A narrative statement describing the types of charter service trips and the qualified human service organization may request from a recipient and how that service is consistent with the mission of the qualified human service organization.

2. A public transit agency may only provide service if the QHSO is registered at least 60 days before the date of the first request for charter service.

Registration of Qualified Human Service Organizations (Section 604.15)
This section set forth the registration requirements for qualified human service organizations (QHSO). Besides the basic information of organization name, address, and telephone, etc., the requirements also include basic financial information and a certification that funding received from a state or local program includes funding for transportation.

Charter service is defined as transportation service offered to the public on an exclusive basis (either as individuals or as groups). It is provided with a vehicle that is licensed to render charter service and engaged at a specific price for the trip or period of time, usually on a reservation or contractual basis.

In the event any one exception listed below apply, Rowan Transit System (RTS) will accommodate your charter needs as long as the charter times are incidental to our regular service and both RTS and the local private charter operator, if any, are in agreement to the charter being performed. In the unlikely event the local private charter operator is not in agreement with the charter being performed by RTS, RTS will submit the charter request in writing to the Federal Transit Administration, Region VI Administrator for approval.

Exceptions:

- There are no willing and able private charter operators.
- The private charter operator(s) does not have the capacity needed for a particular charter trip.
- The private charter operator is unable to provide equipment accessible to the elderly and persons with disabilities.
- The charter service that would be provided would result in a hardship on users.
- Private charter operators are not capable of providing service for special events.

- Nonprofit social service agencies that are governmental entities or organizations exempt from taxation under Internal Revenue Code 50l(C) (1), (3), (4), and (19), provided that the agency is contracting for service for persons with disabilities; is a recipient of funds under certain U.S. Department Health and Human Services (USDHHS) program; or has been State-certified according to the procedure set forth in Section 604.9 (b) (5) (iii) of the Charter Service Regulation.
- Social service agencies that are governmental entities or organizations exempt under Internal Revenue Code 50l(c) (1), (3), (4) and (19), provided that the agency is contracting for service for elderly persons.

Duties for recipient with respect to charter registration web site (Section 604.16) Each recipient shall ensure that its affected employees and contractors have the necessary competency to effectively use the FTA charter registration web site.

Advisory Opinions (Subpart E) (Section 604.18-24)
The subpart allows for public transit agencies and private operators to request an advisory opinion from the Office of the Chief Counsel at FTA.

- An interested party may request an advisory opinion from the Office of the Chief Counsel.
- A registered charter provider may include in its request for an advisory opinion a request for a cease and desist order (http://www.regulations.gov;FTA-2007-0023 this docket keeps track of all advisory opinions and cease and desist orders granted or denied).
- Registered charter providers seeking a cease and desist order serve a copy of the request on the affected public transit agency by e-mail or facsimile.
- The registered charter provider must certify that it telephoned the public transit agency and informed an appropriate official of the submission of the request for cease and desist order in its request for an advisory opinion.
- Chief Counsel will make every effort to make decisions 10 days after completed request.
- Complaints and decisions regarding removal of private charter operators or QHSO from registration list (Section 604.26)
- A registered charter provider or a recipient may petition to have a registered charter provider or QHSO removed from the charter registration website.
- Reasons for removal:
  - Bad faith,
  - Fraud
  - Lapse of insurance
  - Lapse of other documentation; or
  - The filing of more than one complaint, which on its face, does not state a claim that warrants an investigation or further action by FTA

Complaints, answers, replies, and other documents (Section 604.27)

- A registered charter provider, or its duly authorized representative ("complaint"), affected by an alleged noncompliance of this part may file a complaint with the Office of the Chief Counsel.
- A complaint must be dismissed by the Chief Counsel because it is incomplete (without prejudice) or because FTA does not have jurisdiction (with prejudice).
- FTA has 110 days to investigate the basis of the complaint.
- If complaint has merit, Chief Counsel may decide the complaint based on pleadings or assign the matter to a presiding official for a hearing.
- Chief Counsel's decision may be appealed to the Administrator or the Administrator may review the matter on his or her own initiative.

Complaints, Answers, Replies and Other Documents (Subpart F Section 604.27) This section sets out the content requirements for complaints and provides timeframes for the filing of complaints, answers, replies, and rebuttals. This section also allows a complainant to withdraw its complaint at any time.

Remedies (Section 604.47)
If the Chief Counsel determines that a violation of this part occurred, he or she may take one or more of the following actions:

1. Bar the recipient from receiving future Federal financial assistance from FTA;
2. Order the withholding of a reasonable percentage of available Federal financial assistance; or
3. Pursue suspension and debarment of the recipient, its employees, or its contractors.

A Pattern of violations can only be established for unauthorized charter service- not for reporting or paperwork.

Procedure 1.9: Accidents and Incidents Guidelines

Applies to: Staff and Customers

Purpose: To provide guidance to employees involved in vehicle accidents and incidents.

Definitions:

1. An accident is any circumstance involving a transit vehicle, whether in revenue service or not, and/or a secondary vehicle(s) resulting in death, bodily injury resulting in immediate medical treatment away from the scene of the accident, and/or disability damage to one or more vehicles required transport from the scene by tow truck or other vehicle. For purposes of this definition, disabling damage means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

2. An incident is any circumstance involving a transit vehicle, whether in revenue service or not, resulting in damage to the transit vehicle and/or property, bodily injury to a passenger or employee, or violation of any policy or procedure on prohibited behavior (i.e. disruptive behavior, prohibited items brought on board, etc.).

Guidelines for Accidents:

All employees must report all accidents to their immediate supervisor immediately. The Transportation Manager must complete and submit the RTS/County accident report.

A driver involved in an accident must perform the following actions:

1. Check for personal injury.
2. Check all passengers for personal injury.
3. For all accidents involving secondary vehicles, check the driver and passengers of the other vehicle(s) for injury.
4. If the vehicle(s) is in operational condition, move to a safe area not obstructing the flow of traffic.
5. Notify dispatch of the accident. The driver must then notify local law enforcement and emergency services personnel if required.

6. Remain at the scene of the accident until released by law enforcement or emergency services personnel.
7. If necessary, make tow arrangements.
    a. If the transit vehicle requires tow service, the responding supervisor or manager will make arrangements.
    b. If an involved secondary vehicle requires tow services, the driver or owner of that vehicle will be responsible for arrangements.
    c. If no supervisor or manager is able to respond, inform dispatch that tow services are required.
8. Report for any required drug and alcohol testing as outlined in the agency Drug and Alcohol Policy.
9. Complete any accident documentation required by the County.
10. If an injured passenger wishes to make a claim, drivers should refer them to the Transit Operations Manager who shall record all relevant information relating to the claim and prepare a written description of the incident, the claim, and the need for further action and/or disposition. This report should be transmitted to the Director of Transit within 24 hours after the incident was reported to the Transit Operations Manager. Drivers should not assume any obligations or attempt to settle any claim themselves. Claims involving incidents (described below) should also follow the accident claim protocol.

Guidelines for Incidents:

All employees must report all incidents to their immediate supervisor immediately. If it is not possible to report an incident as it occurs, the driver must report the incident when they return to base or within 24 hours of the occurrence, whichever is most feasible.

A driver involved in an incident must perform the following actions:

1. Check for personal injury.
2. Check all passengers for injury.
3. Notify dispatch of the incident. The driver must then notify local law enforcement and emergency services personnel if required.
4. If passengers are on board and the vehicle is operational:
    a. Complete the assigned trips, informing dispatch that a vehicle incident as occurred.
    b. After the final passenger has debarked, park the vehicle in an area where it will not obstruct the flow of traffic.
    c. Complete an Incident Report form.
    d. Submit the Incident Report form with the manifest at the end of the shift.
5. If no passengers are on board and the vehicle is operational:
    a. Park the vehicle in an area where it will not obstruct the flow of traffic.

b. Complete an Incident Report form.
c. Submit the Incident Report form with the manifest at the end of the shift.

6. If the vehicle is inoperative:
    a. Inform dispatch at a vehicle incident has occurred.
    b. Request a back-up vehicle.
    c. Inform dispatch that tow services may be required.
    d. Complete an Incident Report form.
    e. Submit the Incident Report form with the manifest at the end of the shift.

Procedure 1.10: Service Animals

Applies to: Staff and Customers

Purpose: To provide guidelines for the transport of animals on RTS vehicles.

RTS shall permit service animals to accompany individuals with disabilities in vehicles and facilities" pursuant to (§ 37.167(d)).

A service animal is defined as:

"Any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items."

RTS does not and cannot have a policy or procedure requiring riders to provide documentation for their service animal before boarding a bus or train or entering a facility; however, personnel may ask riders two questions: (1) is the animal a service animal required because of a disability? and (2) what work or task has the animal been trained to perform?

Service animals (e.g. a guide dog) ride at no additional charge but must be properly controlled. They must ride on the floor, or, if appropriate, on the lap of the customer. They may not use vehicle seats. Customers are responsible for the behavior and hygiene needs of their animals. Service can be refused or discontinued if a service animal is seriously disruptive.

All other animals may travel only in a properly secured cage or travel container.

Other service animal conditions described below:

1. RTS may refuse to transport service animals that are deemed to pose a direct threat to the health or safety of drivers or other riders, create a seriously disruptive atmosphere, or are otherwise not under the rider's control. For example, a rider with a service dog is responsible for ensuring the dog does not bite the driver or other riders. Conversely, a dog that barks occasionally would likely not be considered out of the owner's control.

2. A passenger's request that the RTS driver take charge of a service animal may be denied. Caring for a service animal is the responsibility of the passenger or a PCA.

3. RTS does not prescribe limits on the number of service animals that accompany riders on a single trip. Different service animals may provide different services to a rider during trips or at the rider's destination.

4. RTS may ask riders for notification of their intent to ride with a service animal in order to help ensure adequate space is available for the animal. (RTS will maintain such information in riders' files.)

5. Other riders' or agency personnel's allergies to dogs or other animals are not grounds for RTS denying service to a person accompanied by a service animal. Federal regulations explicitly state that service animals must be allowed to accompany individuals on vehicles and in facilities. Encountering a service animal in the transit or other environment is an expected part of being in public.

Procedure 1.11: Packages on RTS Vehicles

Applies to: Staff and Customers

Purpose: To ensure safety of passengers and to provide guidance to drivers on handling articles and packages.

Guidelines:

1. Passengers have a carry-on limit of four items, such as paper or plastic bags containing groceries. Items must be small enough to be controlled by the passenger or secured in a seat or storage area and out of the aisles. No big boxes, bulky items, or large bags that would be considered a "household move" are permitted.

2. Items must be under the control of the passenger or they must be secured to the vehicle. Items must be secured within in the vehicle (for example, using a safety belt) so that they do not move about freely and cause a safety hazard. Items may not block aisles or passenger entry doors.

3. The driver will assist passengers with transferring items between the vehicle and the curb. The driver will, upon request, carry one or two items weighing no more than approximately 10 pounds each to the main entrance door of the passenger's destination. The driver is not permitted to enter a passenger's home.

4. Any suspicious package or baggage should be reported to the dispatcher or public safety official.

5. Any non-suspicious package or baggage left on the RTS vehicle will be returned to dispatch and the dispatcher will log in the lost and found item.

Procedure 1.12: Portable Oxygen Units

Applies to: Staff and Customers

Purpose: To instruct employees on safe transport of portable oxygen units used by passengers.

Guidelines:

1. Passengers are permitted to board with portable oxygen units. Passengers should inform the office staff at the time of the trip request that they will be boarding with a portable oxygen unit.
    a. Office staff are to advise the passenger of the estimated length of time that the passenger is expected to be on the vehicle. This may impact the quantity of oxygen the passenger requires.

2. The driver should only transport oxygen maintained in accordance with the manufacturer's instructions. The instructions and precautions are usually printed on a label attached to the unit. Each unit should be equipped with a valve protection cap.

3. The driver must ensure that the portable oxygen unit is secured. "Secured" means the unit is not free to move when the vehicle is in motion. Passengers may hold the portable oxygen unit, or the driver will secure the unit.
    a. Containers commonly secured to a mobility device such as a wheelchair may remain in those securements.
    b. Containers attached to mobility aids such as walkers must be separately secured to the vehicle by the most secure means possible.

4. The driver will secure the portable oxygen unit and any spare tank by the most secure means available within the vehicle.
    a. The driver should not secure the portable oxygen unit or other medical support equipment in the aisle. The driver should ensure that the seat of the passenger with oxygen does restrict access to exits or use of the aisle.
    b. Since a release of oxygen could accelerate a fire, the driver should secure the portable oxygen unit away from any source of heat or potential spark.
    c. The driver is not permitted to connect hoses, disconnect hoses or change oxygen tanks.

Procedure 1.13: Passenger Assistance

Applies to: Staff and Customers

Purpose: To provide guidance to drivers on passenger assistance.

Guidelines:

1. RTS provides door to door demand-response service. The vehicle stops at the curb in front of the customer's residence or at the main entrance of the building. Drivers are discouraged from backing the vehicle due to the safety and property damage risks inherent in backing a large vehicle. The customer is to board the vehicle at their scheduled pick-up time. The driver is required to wait no more than five minutes past the scheduled pick-up time for the customer to board.

2. Upon the request of the customer, the driver will physically escort the customer between the vehicle and the main entrance of the origin or destination. If a customer anticipates that they will need assistance, they are to request assistance at the time of the reservation, so that drivers can be advised in advance. **In particular, the driver should go to the door to offer assistance to any customer who is elderly or who has a disability.**
    a. Elderly (age 65 and older) customers are classified as "E" and customers with disabilities are classified as "Dis" on the manifest. A driver who believes that a customer is not correctly classified on the manifest should inform dispatch so the client record can be updated.
    b. In situations where the driver is unable to go to the door of the pick-up location of an elderly or disabled passenger, and the passenger does not appear after the five-minute wait time, the driver should contact dispatch, who will place a phone call to the customer to inform them that the driver is waiting outside.
    c. Unless instructed otherwise by management, drivers are not subject to this requirement while there are groups of special needs individuals on the vehicle.
    d. This requirement includes offering assistance with carrying bags (the customer is required to observe the RTS guidelines for the number and weight of bags).

3. The driver may not pass through the threshold of any building in order to assist a customer unless this has been pre-arranged with management through a request for a reasonable accommodation.

4. The driver should attempt to keep the vehicle in his or her line of sight while providing passenger assistance. The driver is not permitted to lose sight of the vehicle for a lengthy amount of time while providing passenger assistance.

5. Certain customers with disabilities may be unable to adequately care for themselves after arriving at their destinations. The driver will ensure that when dropping off a customer with these needs, the customer is safely inside or is left with a family member or caretaker.
    a. Scheduling staff will ensure that a trip note is present on the manifest indicating that the customer must be received by a family member or caretaker or must be safely inside their destination before the driver departs.
    b. When a family member or caretaker is not present, dispatch will attempt to contact the customer's caretaker using the provided phone number(s).
    c. If dispatch is unable to reach a caretaker, the driver will bring the customer to the RTS office during the next period of availability in the schedule.
    d. Dispatch will contact the caretaker to discuss arrangements for pick-up of the customer at RTS or an alternate public location that is accessible within the constraints of the driver's schedule.
    e. Three occurrences within a 90-day period will result in a 15-day suspension of service to the customer unless they are riding with an attendant.

6. Driveways and walkways should be kept clear of ice, snow, and obstructions. The driver should provide passenger assistance unless the condition of a pathway would be reasonably considered too hazardous to traverse.

7. RTS has a "one-step" policy/requirement. A customer using a wheelchair must have a ramp that is clear of hazards and at an angle that does not put the driver at risk of injury. The driver will not provide assistance if there is more than one step with a reasonable height (i.e. a curb) to be maneuvered.

8. RTS may suggest, but not require, that a customer travel with a personal care attendant.

9. The driver is to carry an umbrella, supplied by RTS, on the vehicle to be used while providing passenger assistance during rainy conditions.

Other General Driver Expectations When Assisting Passengers With Disabilities

The goal of RTS is to provide the mobility options that meet the travel needs of the community. To a person who uses a wheelchair or other mobility device, a trained an empathetic driver makes a particularly large difference in their quality of life.

Use the following guidelines when you are interacting with a passenger who has special needs:

1. Treat passengers with disabilities as you would like to be treated
2. Remember that a passenger's disability may not always be visible to others
3. Do not make assumptions about a passenger's abilities or disabilities
4. Any passenger may use the lift if they cannot climb the steps of the vehicle
5. When Assisting Passengers Who are Using Canes or Animals:
    - Always ask the disabled passenger if you can assist her/him prior to assisting the passenger
    - Assist from the opposite side of the cane
    - Amputees should be seated in cool areas during hot weather
6. When Assisting Developmentally Disabled Passengers:
    - Treat the passengers with respect. Be patient and repeat instructions when necessary
    - Be firm if they insist on doing something that will endanger you, them or the other passengers.
7. When Assisting Hearing-Impaired Passengers:
    - Look directly at them so they can see your lips
    - Talk normally (do not shout) and do not exaggerate your speech
    - Be prepared to repeat yourself
    - Get another person to talk to them if the passenger has trouble reading your lips
    - Use a pad and pencil when necessary
8. When Assisting Speech-Impaired Passengers:
    - Do not hesitate to ask speech-impaired persons to repeat anything that you do not understand
    - Be patient; the passenger's speech condition may become more difficult to understand if the passenger is under stress
9. When Assisting Passengers with Visual Impairments:
    - Do not touch the passenger until you tell them who you are and what you intend to do
    - Do not shout at the passenger
    - Before boarding the passenger, take their hand and show them the door openings as well as the seat and mention any hazards
    - When escorting the passenger, remain on the opposite side of their cane and have them hold your arm. Advise the passenger of any changes in ground texture or elevation level
    - When walking with a passenger, call out turns and maneuvers at least five (5) steps in advance
    - If the passenger uses a service animal, it may be helpful to learn the name of the animal for future reference. Avoid any abrupt movements toward the animal or the passengers

- Seat visually impaired passengers against vehicle walls when possible or seat the passengers in seats with arm rests in order to assist them in keeping their balance

10. Use special care in serving elderly passengers:
    - Dispatchers need to be especially patient when giving elderly passengers information regarding vehicle routes and schedules
    - Give elderly passengers more time to get on or off the vehicle
    - Ask the passenger if they would like your assistance before assisting them
    - If the passenger refuses assistance, stay close to prevent them from tripping or falling
    - When assisting elderly passengers, do not put too much pressure on the passenger's arm
    - Be sure elderly passengers do not sit too close to heaters or other such hazards
    - Elderly passengers may need to be reminded where to get off of the vehicle
    - Keep temperature controls warm in the winter and cool in summer

Communication Tips for Drivers

- When talking with a person with a disability, speak directly to that person rather than through a companion or sign language interpreter who may be present.

- When introduced to a person with disability, it is appropriate to offer to shake hands. People with limited hand use or who wear an artificial limb can usually shake hands. Shaking hands with the left hand is an acceptable greeting.

- When meeting a person with visual impairment, always identify yourself and others who may be with you. When conversing in a group, remember to identify the person to whom you are speaking.

- If you offer assistance, wait until the offer is accepted. Then listen to or ask for instruction.

- Treat adults as adults. Never patronize people who use wheelchairs by patting them on the head or shoulder.

- Leaning or hanging on a person's wheelchair is similar to leaning or hanging on a person and is generally considered annoying. The chair is part of the personal body space of the person who uses it.

- Listen attentively when you are talking to a person who has difficulty speaking. Be patient and wait for the person to finish, rather than correcting or speaking for the person. If necessary, ask short questions that require short answers, a nod, or a shake of the head.

Never pretend to understand if you are having difficulty doing so. Instead, repeat what you have understood and allow the person to respond.

- When speaking with a person using a wheelchair or a person who uses crutches, place yourself at eye level in front of the person to facilitate the conversation.

- To get the attention of a person who is hearing-impaired, tap the person on the shoulder or wave your hand. Look directly at the person and speak clearly in a normal tone of voice. Keep hands, food, etc. away from your mouth when speaking.

- Relax. Do not be embarrassed if you happen to use the accepted, common expressions, such as “See you later” or “Did you hear about this,” that seem to relate to the person’s disability.

Procedure 1.14: Personal Care Attendants and Accompanying Persons

Applies to: Staff and Customers

Purpose: To provide guidance to passengers requiring a personal care attendant in order to ride RTS.

Personal Care Attendants and Accompanying Persons

In conformity with the Americans with Disabilities Act (ADA), when an RTS customer schedules a trip, the federal guidelines permit additional passenger(s) to travel with the customer based on the following criteria:

Personal Care Attendant: During the eligibility process, the RTS customer must have previously identified the need for a Personal Care Attendant (PCA) to RTS dispatchers or management. If the customer previously identified the PCA to RTS staff, the PCA (one person) is permitted to travel with the ADA customer free of charge (ADA 37.131). The PCA's name, current address, and current telephone number must be submitted to RTS. During the trip scheduling process, the customer must inform the RTS's Customer Service Representative of the PCA. RTS staff shall list the accompanying person by name on the trip reservation form to inform the assigned vendor of the approved trip.

Note: In accordance with FTA C 4710.1 "an agency cannot deny service to a person with a disability based on what it perceives to be "safe" or "unsafe" for that individual. All riders take on some level of risk when traveling (e.g., standing while riding a bus, crossing busy streets, or walking along roadways with quickly moving traffic). Individuals with disabilities also have the right to decide the level of risk they are willing to take to travel independently and whether or not he/she needs a personal care attendant."

Accompanying person: The ADA permits one person to ride with the RTS customer from their point of origin to destination and return with the customer on a space available basis. The accompanying person may not take space intended for another ADA customer (Part 37--Transportation Services for Individuals with Disabilities - 37.125). The accompanying person is required to pay the vendor a regular RTS fare per one-way trip (ADA 37.131). During the trip scheduling process, the customer must inform the RTS's Customer Service Representative of the accompanying person. RTS staff shall list the accompanying person by name on the trip reservation form to inform the assigned vendor of the approved trip.

Both PCAs and accompanying persons must be picked up and dropped off at the same address as the customer. RTS customers are eligible to have both a PCA and an accompanying person on the same trip.

Procedure 1.15: Seatbelts and Child Safety Seats

Applies to: Staff and Customers

Purpose: To instruct employees on passenger use of seatbelts on RTS vehicles.

Guidelines:

1. The driver is required to wear a safety belt while operating an agency vehicle.

2. All RTS employees are required to wear safety belts while riding as passengers in agency vehicles.

3. All RTS passengers must fasten their safety belt before the vehicle is placed into movement.

4. The driver must verbally confirm that each passenger's safety belt is fastened before placing the vehicle into movement.
    a. If the safety belt is not long enough to be fastened, the driver will provide a safety belt extension. A safety belt extension must be present on each vehicle at all times.
    b. The passenger will not be required to fasten a safety belt if the extension is not long enough to accommodate the passenger.

5. A passenger is not required to wear a safety belt if they state that a medical condition prohibits the use of a safety belt. The driver is not to ask a passenger if they have a medical condition or disability that precludes the use of a safety belt.

6. The driver must document on the manifest any situation in which a passenger does not fasten their safety belt.

7. The driver must secure all wheelchair passengers according to the Wheelchair Securement procedure.

8. Any child under the age of four and/or under 40 pounds must be properly secured in a child safety seat according to the seat manufacturer's instructions. The parent or guardian traveling with the child must provide a child safety seat that meets federal motor vehicle safety standards.
    a. The parent or guardian requesting the trip must indicate to dispatch staff that they will provide a child safety seat for their child.
    b. The dispatcher must inform the parent or guardian that they are required to provide a child safety seat at the time of the trip reservation.

c. The parent or guardian will be responsible for securing the child safety seat. The child safety seat must face forward and be tightly secured with the safety belts installed in the vehicle. The harness straps of the child safety seat must snugly fit around the child.

Procedure 1.16: Mobility Device Lift Requirements

Applies to: Staff and Customers

Purpose: To ensure safety of passengers and to provide guidance to drivers on lift operation.

Requirements for Lift Usage:

RTS will attempt to transport any mobility device regardless of shape and size. Only authorized personnel trained in the operation of wheelchair lift equipment are permitted to control the lift platform of any vehicle. RTS will comply with the manufacturer's maximum weight capacity limit when determining if it must refuse operating the lift for a passenger to ensure the safety of the passenger and the driver.

1. Positioning the Vehicle
    a. Ensure that the vehicle is parked on level ground and not leaning toward or away from the loading ramp.
    b. For stopping points close to structures, ensure adequate room for platform deployment and passenger maneuverability.
    c. Lift platform should rest on concrete or pavement when completely deployed. Avoid loading areas which are soft, wet, slippery, etc.
    d. The driver is not to back the vehicle in order to position the vehicle. Instead, drive forwards around the area (parking lot, block, etc.) in order to properly position the vehicle.

2. Lift Deployment
    a. Set the vehicle parking brake with the transmission in the PARK position and the engine running.
    b. Open the lift door(s) and locate the controls.
    c. Ensure that the area is clear, and the passenger is a safe distance from the extended platform.
    d. Unfold the platform from the stowed position ensuring that, when extended, the lift is level with the ground. (If the lift is not level when fully extended, report the condition to the appropriate maintenance staff person or vendor for repair/maintenance.)
    e. Lower the platform to ground level until the roll stop unfolds to allow for loading.

3. Loading/Unloading the Passenger
    a. Inform the passenger that loading will begin. It is important to communicate with the passenger at every point in the loading process to ensure that passengers are prepared for the movement of the lift and the necessary maneuvering inside the vehicle prior to securement.

b. It is preferable that the driver back the passenger onto the platform and secure the wheelchair brakes. (If the wheelchair is electric, ensure that the power is turned off and the transmission is in neutral.). **Note:** If the passenger prefers to be facing the vehicle during the lift operation, then the driver must adhere to the passenger's preference.
c. Secure the lift safety belt if provided.
d. Always hold the wheelchair armrests when raising and lowering the lift platform.
e. Ensure that the passengers' arms and legs are kept as close to the body as possible to avoid injury during operation.
f. Do NOT ride the lift but stand alongside the platform while raising and lowering the platform.
g. Once the platform is level with the floor of the vehicle, release the wheelchair brakes and back the passenger into position for securement.
h. Secure the chair (see procedure on Wheelchair Securement).
i. Return the wheelchair to the stow position before setting the vehicle in motion.

4. Standees
   a. Ambulatory passengers will be allowed to use the lift for boarding/exiting the vehicle if requested; a mobility device or aid is not required.
   b. Ensure that the passenger stands in the center of the platform and holds both handrails while the lift is in motion.
   c. Follow the operation procedures described above.

5. Manual Operation
   In the event of an electrical malfunction aboard the vehicle, it may be necessary to operate the lift manually by following these instructions:
   a. Locate the manual operation instructions on or near the pump cover.
   b. To load/unload a passenger from the vehicle using the manual method, locate the hand pump handle (during the pre-trip inspection always check to make sure the manual handle is present).
   c. Place the slotted end of the pump handle into the pump, release valve, and turn it counterclockwise in one-half turns.
   d. Let platform fully unfold until it reaches floor level then turn the pump release valve clockwise to stop the platform. The valve must be tight; making sure not to over tighten.
   e. Place the passenger on the lift platform within the yellow boundary markings and lock the wheelchair brakes.
   f. Turn the pump release valve one-half turn counterclockwise until the platform reaches the ground and the roll stop fully unfolds.
   g. Release the wheelchairs brakes and move the passenger off the lift.

h. To stow the platform back into the vehicle, insert the slotted end of the pump handle into the pump valve and turn it clockwise one-half turns. Remember not to over tighten the valve.
i. Remove the pump handle from the release valve and place it into the back-up pump and stroke until the platform reaches floor level.

Procedure 1.17: Securement of Wheelchairs and Other Mobility Devices

Applies to: Staff and Customers

Purpose: to provide instruction to drivers on the securement of wheelchairs and other mobility devices within an agency vehicle.

Guidelines:

1. All passengers using wheelchairs and other mobility devices will be secured using a four-point tie-down system. Per ADA requirements, RTS cannot deny service to any passenger if the wheelchair or mobility device cannot be secured to the satisfaction of the driver. When a wheelchair or mobility device is difficult to secure properly, the driver is expected to make every effort at securing before requesting that the passenger transfer to a regular seat. The driver may request the passenger transfer to a regular seat but will not be permitted to require the passenger transfer if proper securement is not possible.

2. Wheelchairs and other mobility devices are to be secured facing forward.

3. Use the seatbelt (with shoulder restraint), which attaches to the floor if the vehicle is equipped with one. Ensure that the lap belt stays on. If the shoulder restraint cannot be used the lap belt alone will suffice; however, these should be rare occasions.

4. Ensure that the mobility device brakes are applied.

5. Attach the securement straps to the floor connection points first.

6. Connect front tie down straps (pull or cam type; not ratchet) to a T-connector or the wheelchair frame on the front half of the wheelchair.

7. Connect back, ratchet tie-down straps to a T-connector on the back half of the wheelchair. Do not connect straps to the wheels, footrests, armrest or any detachable or flexible part of the wheelchair. Do not pass the straps through the rear spokes.

8. A tightened tie-down strap must form a straight line (no slack) at a 45-degree.

9. Exercise proper bending techniques when securing straps.

10. Unoccupied wheelchairs (when the passenger has transferred to a seat) must be tied down securely.

11. Verify straps are secure and that the device does not move.

12. Electric wheelchairs must have the power turned off while secured.

13. Additional reminders:
    a. Store loose tie-down straps when not in use.
    b. Keep tracks clean and free of dirt and debris.
    c. Pull a wheelchair downhill and push when moving uphill.
    d. Immediately report any malfunctions with lift equipment to dispatch so that repairs can be scheduled as soon as possible.

Procedure 1.18: Inclement Weather

Applies to: Staff and Customers

Purpose: To ensure the safety of drivers and passengers during inclement weather conditions.

Guidelines:

1. **Tornado/Hurricane/Winds** – if a tornado warning is sounded or broadcast, employees will immediately report to the designated shelter. If drivers are in vehicles, drivers and passengers should exit the vehicle and take shelter in a ditch, under a bridge, in the basement of a nearby building or in the safest possible place given the situation.

The driver will monitor the weather report on the radio if possible. Management will determine when personnel and vehicles can return to normal operations. Sustained winds of 35-40 m.p.h. or gusts 50 m.p.h. or more may warrant ceasing operations but will be determined by RTS management.

If vehicles have sustained any damage from wind or blowing debris, they should be inspected and repaired by maintenance staff before resuming operation.

2. Flooding – the Transit Manager, Schedule/Dispatch Supervisor or Dispatchers will inform drivers that the following emergency floor preparedness measures are to be taken:
    a. The Director of Transit and the Transit Operations Manager will determine if or when transit services need to be discontinued.
    b. Vehicles that are parked in areas of potential flooding must be moved to high ground if possible.
    c. In case of flash flood warnings, drivers on the road must avoid known flood areas. Never attempt to travel on roads or bridges that are flooded. If your vehicle stalls because of high water, it is generally safer to stay in the vehicle and call for emergency help rather than try to walk through fast flowing water.

3. Snow Emergencies:
    a. Every effort will be made to provide service during winter weather.
    b. Based on information provided by local law enforcement, the Director of Transit and the Transit Operations Manager will decide whether to close Rowan Transit System operations or alter service hours.
    c. It may be necessary to limit service to within County limits or for emergency needs only.

d. Employees should monitor television and radio stations for service cancellation information.

Communications with Customers: RTS management will use all available communication resources (website, emails, telephone calls to passengers already scheduled, etc.) to ensure all RTS passengers are aware of the status of transit services and potential delays or cancellations during inclement weather conditions. RTS will ensure announcements are made on the following local radio stations: WSTP radio station (1490 AM), and Television Stations WBTV 3, WSOC 9, or WCNC 6 for delays or closings.

Procedure 1.19: Fare Collection

Applies to: Staff and Customers

Purpose: To instruct employees on fare collection procedures to safeguard cash/fares and maintain integrity throughout the fare management and reconciliation process applicable shared ride and dialysis trips.

Guidelines:

1. When paying a fare in cash, the passenger must place the money into the farebox. The driver must visually check the amount deposited into the farebox. The only time the driver is permitted to touch the cash is if the passenger is unable to place the cash into the farebox without assistance because of a disability.

2. The driver is to record the amount collected on the manifest and circle the appropriate fare type.

3. The driver is never permitted to make change. The driver cannot open the farebox. If a passenger boards without correct change, the driver is to contact dispatch and obtain further instruction. Drivers and dispatchers should remind passengers that exact change is required.

4. At the end of the shift, the driver will place the farebox in the locked storage area. The driver will total the fares collected on the manifest and complete a farebox slip and deposit it into the farebox.

5. Daily, two staff members, as designated by the Operations Manager, will remove the fareboxes from the locked storage area to count the fares. A farebox income form will be completed indicating the amount collected with both staff initialing the form and documenting the date and time.

6. A driver or other employee may not accept a gift or monetary tip from a passenger. If a passenger chooses to give a "gift" to RTS, it should be considered and entered as a donation.

Procedure 1.20: Fueling Vehicles

Applies to: Staff and Customers

Purpose: To instruct employees on fueling Rowan Transit System vehicles.

Guidelines:

1. Drivers must fuel vehicle at the end of each shift. The vehicle must have a full tank at the end of each day. Back-up vehicles mush have at least a half tank of fuel at the end of each day.

2. Vehicles may be fueled between pickups, but never when a passenger is on board.

3. The driver must collect a receipt after fueling that indicates the total gallons, cost, vehicle number and date. The driver must sign the receipt and attach to the manifest.

4. The driver may not leave the pump unattended while fueling.

Procedure 1.21: Mobile Device Usage

Applies to: Staff and Customers

Purpose: to provide guidance to RTS employees on use of cellular phones and other mobile devices and to ensure customer and employee safety.

Requirements:

1. RTS may furnish cellular phones or mobile devices to employees for purposes such as dispatch communications and driving directions.
    a. Agency-furnished phones or devices are for business use only. Employees may not use an agency-furnished phone or device for any reason not related to agency business.
    b. While operating a vehicle, drivers may not use agency-furnished phones or devices, including hands-free headsets. Drivers must safely stop the vehicle and place the vehicle in park before using the phone/device.
    c. Employees must use available charging units to ensure that the device is properly charged. The Transit Administrator will make charging units available to employees.

2. Personal cellular phones or mobile devices must be concealed and stowed with the ringer turned off while the employee is on duty.

Procedure 1.22: Safety Equipment on Vehicles

Applies to: Staff and Customers

Purpose: To instruct employees on the use of safety equipment (fire extinguishers, triangle reflectors, biohazard spill kits, first aid kits, reflective driver vests, and seatbelt cutters) during roadside emergencies.

Requirements:

Triangle Reflectors:

1. Each vehicle has three red reflectors (triangles) located at the front of the vehicle. The reflectors may be used both day and night.

2. While the vehicle is stopped on the roadside, the reflectors should be placed accordingly:
    a. One reflector should be placed at the side of the vehicle on the roadway side at a safe distance from the vehicle and oncoming traffic
    b. One reflector should be placed approximately 40 paces of 100 feet to the rear of the vehicle. If there is a hill or curve, the distance should be greater but no more than 300 feet.
    c. One reflector should be placed approximately 40 paces or 100 feet in front of the vehicle, again using greater distances if conditions warrant.
    d. Instructions on where to place the triangles are also located on the lid of the triangle container.

3. The driver must wear the reflective vest during at all times.

Biohazard Spill Kits:
Biohazard spill kits must be on each RTS vehicle for proper clean-up of any bodily fluids that may be discharged by passengers. Drivers must follow training procedures.

First Aid Kits:
All RTS vehicles must be equipped with First Aid Kits in the event of an emergency. Drivers will receive formal training on how and when to use items for passengers needing assistance.

Seatbelt Cutters:
All vehicles must be equipped with at least one seatbelt cutter in the event that an accident occurs that prevents the passenger from being able to unlock their seatbelt. In these instances, the driver will be responsible for using the seatbelt cutter to release the passenger from the seatbelt.

Procedure 1.23: Customer Service

Applies to: Staff and Customers

Customer Feedback

Customer compliments, complaints and suggestions are an invaluable source of information about the service that the RTS provides and how the County can strive to enhance a high quality of transit services.

Particularly, it is important that complaints are handled professionally in terms of documentation of the complaint, prompt investigative actions, and follow up with the complainant in an expeditious manner. RTS staff is committed to ensure efficient and effective management of all customer feedback.

Compliments

Compliments received regarding RTS service should be brought to the attention of the RTS Transit Operations Manager. If the compliment pertains to a specific staff member or RTS vendor, the employee or vendor will be informed of the compliment and a record of it will be placed in the employee's or vendor's file.

Complaints

Complaint Receipt:
Staff receives the complaint and documents as much detail as possible to include but not limited to the first/last name of the complainant, date and time of the incident, vehicle number or driver involved if applicable, service or vehicle related, etc. Staff receiving the complaint must express the importance of the complaint and that it is taken very seriously.

The staff person receiving the complaint must enter all details of the complaint into the RTS Complaint database.

The Transit Operations Manager must be informed of the complaint the same day the complaint is received. The Transit Operations Manager, or his/her designee, must contact the complainant the day of the complaint or no later than the next County business day to gather any additional information needed and explain the next steps that will be taken on the complaint.

The Transit Operations Manager or designee is responsible for all investigation actions and follow-up communications with the complainant, as well as documentation of such follow up in the Complaint Database.

Complaint Resolution Deadline:

1. The Transit Operations Manager will provide a response to the complainant after all investigative actions have occurred with a goal of within two (2) business days but no more than four (4) business days.
2. The Transit Operations Manager or designee will enter the resolution in the Complaint database.

Complaint Appeal:
If not satisfied with the response provided by the Transit Operations Manager, the complainant may appeal the decision to the Director of Transit within thirty (30) days.

Suggestions

Suggestions received from RTS customers (or vendors) should be brought to the attention of the Transit Operations Manager. The Transit Operations Manager is responsible for evaluating the suggestion, and, as appropriate, taking actions or making plans that are necessary and feasible to implement it. Depending on the suggestion, some may require the approval of the Director of Transit, County Manager, or Board of Commissioners.

Customer Satisfaction Surveys

It is the goal of RTS to conduct formal customer satisfaction surveys at least once every two to three years. Transit staff may opt to use mail-back surveys randomly distributed on vehicles, by telephone or mail surveys of a selected sample of customers, or by such other means as is both effective and practical. Surveys will include solicitation of feedback on service quality areas such as the following:

- Safety
- Driver performance and customer service skills
- Cleanliness of vehicles and facilities
- On-time performance
- Areas served
- Days and Hours of Service
- Frequency of Service
- Reservation Center staff courtesy and efficiency

A summary of the survey results should be prepared by the Transit Operations Manager and submitted to the Director of Transit. The summary should include a description of actions that will be taken regarding the survey findings. A final survey report will be presented to the County Manager and Board of County Commissioners if requested.

Procedure 1.24: Demand Response Trip Reservations, Changes and Cancellations

Applies to: Staff and Customers

RTS Demand Response Trip Reservation Process

RTS demand response trips must be scheduled through the RTS system. Reservations must be made at least three (3) operating days in advance. RTS customer trip reservations shall be accepted up to fourteen (14) days in advance. Staff will determine if the requested trip is eligible and will dispatch the service through the approved vendor. Requests for RTS service may be made Monday through Friday (in person by phone, or by e-mail) between 8:00 a.m. to 5:00 p.m. by calling 704-216-8899.

The following are Rowan County holidays; trip reservations will be accepted on the preceding day:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving (2 days)
- Christmas (3 days)

Hearing or Speech Impaired

If hearing- or speech-impaired and TTY (Teletypewriter Service) is available, please call North Carolina Relay at #711 and request a connection to RTS: 704-216-8899.

Cancellations or Changes in Destinations or Pickup Times

The RTS demand response approved customer must notify RTS reservations staff of any cancellations or changes in destination or pickup time at least one hour before the scheduled RTS trip. For all trips, also inform the RTS program staff of any changes. Changes and cancellations often affect the scheduling of service for other riders so advance notices of changes are critical to the efficient and effective delivery of RTS demand response service. Repeated failure to notify RTS staff in advance of changes in trip plans may be grounds for revoking a customer's right to participate in the RTS program.

Procedure 1.25: RTS Driver and Staff Training Requirements

Applies to: Staff

Training and Development

Vehicle Operator/Driver Training

Once qualified candidates are interviewed and hired, RTS provides initial and ongoing refresher training critical to ensure proper operations and adherence to the transit providers' rules and regulations. RTS understands that proper qualification of operating and maintenance personnel is a vital part of a safe transit environment. Driver training addresses specific safety- related Issues appropriate to the type of vehicle and driving assignment. Special consideration is also given to crisis management concerns such as fire and evacuation. Below is a list of mandatory operator training at the time of hire and annually as a refresher. All drivers must sign a statement that they received training after each module or in its entirety.

Mandatory Driver Training - Upon Hire & Annual Refresher Courses
Bloodborne Pathogens/Biohazard Spill Kits
Mobility Device Securement
American with Disabilities Act & Reasonable Modification
Title VI Plan
Defensive Driving
Emergency Procedures
Ride Check Evaluation
Basic First Aid
RTS SSSP
Drug & Alcohol Training
County Policy for Reporting Accidents/Incidents
Customer Service
HR Orientation for New Employees
Winter Weather Driving
Fire Evacuation/Prevention/Fire Extinguisher
Personal Protective Equipment

Traffic Regulations - Training addresses state and local traffic rules and regulations, traffic signs and signals, and proper vehicle operations (including proper use of hand signals).

Defensive Driving and Accident Prevention - Training stresses defensive driving principles, collision prevention, and concepts of preventable accidents as a measure of defensive driving success.

RTS drivers are taught to always drive defensively. This means driving to avoid and prevent accidents. It means driving with the vehicle under control at all times, within the applicable speed limits, or less if driving conditions so indicate, and anticipating possible unsafe actions of other drivers. Special attention is given in the RTS System safety program to hazardous conditions. These hazardous conditions include but are not limited to:

- Winter Driving
- Rain and Thunderstorms
- Lane changes and turns
- Railroad crossing
- Expressways
- Fog
- Heavy winds
- Flash flooding
- Skids
- Following distance
- Passing
- Pedestrians, bicyclists, and motorcyclists
- Traffic congestion
- Rollovers

Vehicle Orientation and Inspection - Training focuses on the type of vehicle that will be used in service. Significant differences can exist among different bus models and among different manufacturers, and equipment may have characteristics that are unique to the service environment.

Behind-the-Wheel Training -Training includes all core driving maneuvers for the type of vehicle in service, including the difficulties in backing maneuvers that can lead to accidents, stopping distance requirements, and equipment-specific functions such as door opening and closing procedures for passenger boarding and alighting.

Passenger Sensitivity and Assistance Training - Training covers topics ranging from general customer service techniques to elderly and disabled sensitivity to technical skills in lift and securement. The following subjects are included in the training:

- Understanding passenger needs
- Understanding disabilities
- Americans with Disabilities Act (ADA)
- Communicating with passengers
- Sensitivity to passenger needs
- Mobility devices
- Lifting and body mechanics
- Providing assistance to passengers
- Wheelchair management/wheelchair management
- Lift and ramp operations
- Emergency procedures

Radio Usage or Other Communication Devices

To ensure the safety of our drivers and passengers and to enhance the performance of our operations, all RTS employees are familiar with two-way radio operations. Basic procedures are as follows:

- Staff using the two-way radio will follow the standard use practices of the FCC. Profanity, abusive language, or other inappropriate transmissions are not allowed, and could result in disciplinary action.
- All transmissions will be as brief as possible.
- All base stations and vehicle units shall be tuned to the appropriate assigned frequency at all times.
- Staff will initiate communications by first stating who they are calling, and then who is making the call. At the completion of the transmission both parties will indicate that the transmission is completed by stating their call sign and “clear".
- Except in the event of an emergency, all staff will listen for five seconds before transmitting to ensure there are no transmissions in progress. Other units' transmissions will not be interrupted unless it is an emergency. When an emergency is declared, all non-emergency transmissions will cease until a supervisor clears the emergency.
- In the event of an emergency, establish communications on the primary frequency and immediately shift to the secondary frequency. State the nature of the emergency and what assistance is required. To ensure appropriate help arrives promptly, staff will transmit the following items as soon as possible:
- Identify themselves by name and their location, in detail,
- Inform in detail as to what assistance they may need,
- How many passengers they have and the nature of their condition(s),
- Staff not involved with the emergency will stay off the radio; communications will be between Dispatch and the unit requesting assistance.

- After initial contact, emergency communications may also take place between a supervisor and the unit, or between Dispatch and a supervisor.

Crisis Management Training covers emergencies the driver may face while out on the bus. Topics of this training range from breakdowns to accidents to fire/evacuation to handling violent perpetrators. The following subjects are included, but not limited to, in driver training:

- Accidents
- Sick and injured passengers
- Lift operations
- Fire safety
- Vehicle evacuation
- Blood borne pathogens (bodily fluid spill containment and clean up)
- Handling conflict
- Basic crisis management steps
- Transit security
- Securing the vehicle
- First Aid

RTS provides basic First Aid training to drivers, including triage procedures, focusing on:

- Clearing air passages
- Controlling bleeding
- Bloodborne pathogen protection
- Handling shock victims
- Reacting to seizures

Training of Other Personnel

At a minimum, RTS Includes the as part of the training curriculum for agency personnel not directly involved in revenue service:

- Scheduling and Dispatching
- Scheduling and Dispatching Skill development
- Customer Relations
- Radio Usage
- Crisis Management Incident response protocols
- Management and Supervision
- Leadership Skills

- Coaching, Counseling and Discipline
- Crisis Management
- Accident Investigation
- Crime scene Preservation and evidence collection requirements

Training Documentation

RTS maintains complete and accurate records of all driver training and certification, as well as the training materials and grading mechanism. Drivers are required to demonstrate skill and performance competency in the type of vehicle to which they are assigned as a part of training requirements. Because training transit operations personnel is not a onetime activity, RTS provides ongoing/recurring training necessary to reinforce policies and procedures as well as to provide a mechanism to brief drivers on new policies, procedures and/or regulations.

Security Awareness

Transit Watch

RTS supports Transit Watch and prepares all its employees to help promote safety and security within the community, region, and nation.

Transit Watch was developed by the Federal Transit Administration (FTA) and encourages transit employees, transit riders and community members to be aware of their surroundings and alert to activities, packages or situations that seem suspicious. If something out of the ordinary and potentially dangerous is observed, it is to be reported immediately to the proper transit supervisor who may Investigate and/or notify law enforcement authorities.

Suspicious Items, Vehicles, People And Activities

RTS understands that it has a role to play in being a part of the eyes, ears and liability of the community and a part of the community's first line of defense. Therefore, it is vigilant and is committed to train and encourage all employees to be on the lookout for any suspicious people, activities, vehicles, packages, or substances. Because RTS employees know their operating environment, know what is usual and unusual, they are taught to trust their instincts and report anything unusual, out of place or suspicious to dispatch/management who will then immediately convey the information to dispatch or a supervisor, who will in turn, contact the appropriate public safety or law enforcement authorities.

Procedure 1.26: Transit Vehicle Sales Revenues

Applies to: Staff and Customers

Transit vehicles that have been released from NCDOT are under the ownership of Rowan County. The factory type vehicles (sedans, minivans and 12 passenger) vehicles are listed in the N.A.D.A., Kelly bluebook or similar listings for the resale value of the vehicle. There is no published price guide for the conversion type (cutaway or ramp) vehicles. Transit providers that sell released vehicles must take off all NCDOT required labeling & identifying transit program stickers. Photographs verifying the labeling has been removed will be submitted to NCDOT before RTS sells a transit system vehicle.

If the RTS and NCDOT/FTA-funded vehicle is sold for more than $5,000, RTS will notify NCDOT – Integrated Mobility Division. RTS understands that sales over $5,000 are subject to the 80/20 repayment to FTA for their share in the asset. Agencies must submit a copy of the bill of sale on all vehicles to NCDOT for final processing.

RTS understands that if the sale of a vehicle is less than $5,000.00 that the sales revenues must be deposited into the RTS fund account and used only for public transportation purposes. RTS will maintain documentation of the fund deposit in the transportation system account.

Procedure 1.27: Lost and Found Items on RTS Vehicles

Applies to: Staff and Customers

The following procedure will be followed for any items found on an RTS vehicle.

1. The driver will turn in any items found on their vehicle to the Dispatch/Supervisor at the end of their shift. In-service drivers are only allowed to return a lost item if the person who lost the item returns within the driver's shift to claim it.

2. The Dispatcher, Transit Training & Safety or Transit Operations Manager will tag any lost non-perishable items turned into lost and found and log the item with the corresponding number in the lost and found logbook.

3. If the item is marked with a name, address or phone number, the Transit Operations Manager will contact the owner to let them know that RTS has the item in question.
4. Once tagged and deposited in lost and found, the Dispatch office will take all lost and found calls. When identification is made, the owner should come by the RTS facility to retrieve the lost item(s). The owner must first describe the item and then sign for the lost item.

5. Lost valuables, such as money, jewelry, purses, or cell phones, will be turned over to the Transit Operations Manager for secure storage until the item is retrieved by the owner. The Director of Transit should be notified immediately of any item(s) turned in with an estimated value over $100.

6. Law enforcement personnel, Transit Operation Manager, and the Director of Transit must be called immediately upon discovery of any weapons, illegal substances, or items of contraband, found on any RTS vehicle.

Lost items will be disposed of according to the following schedule:

A. All food items – may be disposed of at the end of the workday.
B. Tangible items – will be disposed of as deemed appropriate by the Transit Director. Items may be donated to charity at the approval of the County Manager and/or BOC.
C. Items of value will be disposed of quarterly; these items may also be donated to charity at the approval of the County Manager and/or BOC.

Procedure 1.28: Telephone Communications Expectations

Applies to: Staff and Customers

When answering telephone calls both internally and externally, the following basic principles apply:

Quality:
Quality telephone management shall be the responsibility of each employee. Actions to be taken should be handled promptly. If you are unsure how to respond, indicate to the caller that you will call him or her back with the proper response. Take the name and number and call back within the same day.

Responsiveness:
Answer the telephone as soon as possible, using the approach described below:

The RTS staff call taker opens all communications with "Good morning/afternoon, Rowan Transit System, how may I assist you today?".

Respect:
Speak in a clear energetic voice at a moderate pace. Keep a pleasant tone of voice at all times, articulate well, and be certain to hold the transmitter directly in front of your mouth.

Give the caller your undivided attention and treat him/her as you would wish to be treated and better than he/she would expect. RTS riders can be difficult to understand sometimes. Listen attentively. If you are having difficulty understanding his/her request, ask if there is someone else available who might help you to better understand his or her concerns. Never eat, drink, chew gum or carry on side conversations in the office while on the telephone.

Always address the caller in a friendly, professional manner, acknowledging his or her title (Mr., Mrs., Sir, Madam) such as Mr. or Mrs. _____. Never address the caller by his/her first name unless you know the caller well.

Follow-up on Voice Messages:

Call takers are responsible for ensuring timely action to returning call for those customers that leave messages on the voice mail system. All calls should be returned promptly and logged into a return call log to document staff follow-up.

Dealing with Aggressive Callers:
If the caller is aggressive, use the following techniques to maintain professionalism during the conversation. Remember, you are there to assist the caller.

- Remain calm.
- Be patient and do not take comments personally.
- Respond with a caring attitude.
- Provide assurance that some action will be taken.
- Always thank the customer for the call.
- Document the call and forward the incident to your supervisor for investigation
- The supervisor will, in turn, notify the Transit Operations Manager for follow-up and response within 24 hours, preferably the same day as the call.

Automated Phone Call Recording System and Evaluation:

RTS may occasionally use an automated phone recording and message system. This system is utilized to ensure that all calls are managed in the appropriate manner.

Procedure 1.29: RTS Website and Public Information Materials Requirements

Applies to: Staff and Customers

To comply with FTA and NCDOT regulations and requirements, RTS will maintain the following information on the RTS website and public information materials such as system brochures:

FTA requirements:

1. Title VI: RTS will notify the public of its protections under Title VI, how to obtain additional information on nondiscrimination obligations, how to file a complaint and obtain a complaint form. The notification will not be limited to a notice on the RTS's website.
   Title VI Notice will be also be provided in different language(s) if the RTS Title VI Plan requires it.
2. Title VI Plan is optional.
3. Americans With Disabilities (ADA) – Information on how to file an ADA complaint, and if ADA complementary paratransit information is provided, how to apply and use the service.
   The RTS procedures shall meet the following requirements:
   a. The process for filing a complaint, including the name, address, telephone number, and email address of the employee designated under (a) of this part, must be sufficiently advertised to the public, such as on the public transit agency's website.
   b. The procedures must be accessible to and usable by individuals with disabilities.
   c. The public transit agency must promptly communicate its response to the complaint allegations, including reasons for the response, to the complainant by a means that will result in documentation of the response.
4. Reasonable Modification – RTS will provide a brief description of how the system will provide reasonable modifications to the delivery of service for ADA passengers, and how riders can request modifications.
5. A TTY or relay number (711) for the deaf or hard of hearing is provided to the public on the website, maps, schedules, and system brochures.

NCDOT requirements and recommendations:

1. Hours and days of service
2. Types of service
3. How to plan a trip
4. Bus schedules and maps

5. Public meetings and hearings
6. Route and schedule changes
7. Transit Advisory Board or Committee participation and meetings
8. List of Board members
9. Customer service number
10. Links to other transit system websites (recommendation)
11. Sign up for an email information list (recommendation)
12. Title VI Notice will be posted in all system vehicles and in other languages as required

The Transit Operations Manager and Director will ensure that as system operations or information are revised, the RTS website will be revised or updated promptly to reflect current practices.

Rowan Transit System

Title VI Plan - FY22

Adopted: August 5, 2021 by the Rowan Transit Advisory Committee

TAC Chair: Edward Hailey

Signature: Edward Hailey

Contact Person:

Valerie Steele RTS Director / Title VI Coordinator
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E-mail: valerie.steele@rowancountync.gov

Rowan Transit System
2726 Old Concord Road
Salisbury, NC 28146

Rowan Transit System Title VI Plan

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Section 1: Policy Statement

Policy Statement

The Rowan Transit System as a recipient of Federal Transit Administration (FTA) grant dollars either directly from FTA or through the North Carolina Department of Transportation (NCDOT) will comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the U.S. Department of Transportation implementing regulations.

Title VI Plan Elements

The Rowan Transit System's Title VI plan includes the following elements:

1. Evidence of Policy Approval
2. Notice to the Public
3. Complaint Procedure
4. Complaint Form
5. List of transit related Title VI Investigations, Complaints and Lawsuits
6. Public Participation Plan
7. Language Assistance Plan
8. Minority Representation Table and Description

Note: Additional materials will be attached, if required.

Section 2: Title VI Notice to the Public

The Rowan Transit System's Notice to the Public is as follows:

Notifying the Public of Rights Under Title VI

The Rowan Transit System

The Rowan Transit System operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the Rowan Transit System.

For more information on the Rowan Transit System's civil rights program, and the procedures to file a complaint, contact 704-216-8889, (TTY 800-735-2962); email rowantransit@rowancountync.gov ;or visit our administrative office at 2726 Old Concord Road, Salisbury, NC 28146. For more information, visit www.rowantransit.com

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE Washington, DC, 20590.

If information is needed in another language, contact 704-216-8889.
Si se necesita informacion en otro idioma de contacto, 704-216-8889..

The **Transit System's** Notice to the Public is posted in the following locations:

- Agency website www.rowantransit.com
- Public areas of the agency office
- Inside vehicles

Section 3: Public Involvement Plan

Rowan Transit will coordinate with individuals, institutions, and/or organizations to reach out to members in the affected minority/low-income communities. We will provide opportunities for public participation through means other than written communication.

Public Meetings:

- All Public meetings will be held in convenient and accessible locations and facilities
- Meeting material will be available in a variety of formats upon previous request.
- A variety of advertising means will be used to inform the media of public meetings.
- Assistance to persons with disabilities will be available upon previous request.

Notice to the Public

Rowan Transit provides notice to the public of our Title VI obligations on our web site located at www.rowantransit.com. Notice is also posted at the Rowan Transit Office, in transit vehicles and is to be referenced in future publications.

Public Involvement Process

The main objectives are to:

1. Comply with the public involvement and environmental justice requirements of the Federal and State regulations, and provide specific opportunities for local citizens and citizen-based organizations to discuss their views and provide input on the subject areas addressed in plans, projects or policies of Rowan Transit, and
2. Inform and educate citizens and other interested parties about ongoing Rowan Transit planning activities, and their potential role in those activities.
3. Work with other local and state organizations that have similar goals and requirements.
4. Study other transit organizations that have been successful in Public Participation Efforts.

Experience has shown difficulty in reaching a large span of the population and keeping them involved. Federal and State regulations require us to provide the public with information and to reach out and include traditionally under-served populations. This document has been prepared to serve that purpose.

Outreach Tools

A. General Public Relations

General public relations may be defined as any action that might reach any citizen, whether or not that citizen has specific interest or knowledge regarding transportation planning. This group of techniques includes the followings: announcements targeted at newspapers and radio; posters or pamphlets displayed in public places; and signs posted near future or current transportation project sites. Meetings or hearings that are held in public places and covered by the media can act as general public relations.

These techniques are ways to keep the general public aware of the presence of the planning organization and the status of specific projects so that they may develop an interest and choose to become better informed or actively involved.

B. Events

There are a broad variety of ways to educate and engage the public. In general, the earlier public involvement is sought, the better. It is also a better use of citizens' free time to participate in a process that will determine the direction of a project that may take years to complete. Citizens may get frustrated when they are invited to join late in the process - when the values and goals have already been decided and the details have been hammered out. The following tools are arranged from most participatory to least.

Special Events are held to bring attention to a specific activity or issue. Special events may take the form of a fair or special educational lecture with civic groups or other public entities. Special events are a way to expose a large number of people to a project or program.

Surveys are an efficient method of gathering input from a large number of people at an early stage of the planning process. This is particularly useful when trying to understand the goals and aspirations of a community before attempting to address any specific problems. As an outreach tool, surveys are a good way to identify citizens who may want to become further involved. Surveys may be administered in person or on the phone or distributed via mail, on the Internet, or at public places. A labor intensive activity, implementation of survey might be aided by volunteers and student interns.

Public Hearings are usually held when an agency has completed a plan and needs to present it for public review before moving forward with the plan. As with all of these tools, care must be taken to ensure that the public is made fully aware of the event well in advance, and that the goals and values of the plan are clearly stated.

Community Forum Meetings are held to discuss programs and activities within communities, and the public is engaged to discuss their needs in general.

C. Direct Marketing and Education

Direct marketing and education is meant to reach out and provide specific information to specific parties. For example, landowners or leaders of an ethnic community may be sought out and personally invited to come to a meeting. Similarly, lower income groups may be specifically targeted to be educated about their rights, or children or families may be targeted to begin a discussion on a specific program. Direct marketing and education can take place through direct mass mailings, radio, press advertising, or through meetings with specific groups of people such as local clubs, homeless people, property owners, or housing authorities. It can also be through making direct phone calls or meeting with key people who desire to participate in a given process. This is the most labor intensive and potentially most fruitful way to create a diverse and active public participation process.

Plan Monitoring and Evaluation

Evaluation of the success of any public involvement efforts must be result-oriented. It is never safe to assume that just because people don't come to an event that they are uninterested in the project. The goal is to educate and include the public at all levels of planning, not just to invite them. Evaluation, then, must be two-fold. The first part is to track what efforts are being made, and the results of those efforts, and the second part is to make regular assessments of the success of a technique within a given program, and to strategize for future successes.

Tracking Efforts and Success

In order to track our public participation efforts, it is necessary that the individuals involved record their efforts.

1. Rowan Transit will keep a log of all outreach activities.
2. Copies should be kept of any print ads, and transcripts of any public service announcements.
3. Notes should be made after the meeting regarding the overall tone of the meeting and any ideas or observations made regarding the process.

Section 4: Limited English Proficiency Plan (LEP)

Plan Components

As a recipient of federal US DOT funding, the Rowan Transit System (RTS) is required to take reasonable steps to ensure meaningful access to our programs and activities by limited-English proficient (LEP) persons.

Limited English Proficient (LEP): Refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak or understand English. This includes those who have reported to the U.S. Census that they speak English less than very well, not well, or not at all.

The RTS Language Assistance Plan includes the following elements:

1. The results of the *Four Factor Analysis*, including a description of the LEP population(s), served.
2. A description of how language assistance services are provided by language
3. A description of how LEP persons are informed of the availability of language assistance service
4. A description of how the language assistance plan is monitored and updated
5. A description of how employees are trained to provide language assistance to LEP persons
6. Additional information deemed necessary

Methodology

To determine if an individual is entitled to language assistance and what specific services are appropriate, the Rowan Transit System has conducted a *Four Factor Analysis*[1] of the following areas: 1) Demography, 2) Frequency, 3) Importance and 4) Resources and Costs.

LEP *Four Factor Analysis*

Factor 1: Demography: What is the number or proportion of LEP persons served and the languages spoken in the service area?

Overview

The first factor of the *Four Factor Analysis* is the basis of the Language Assistance Plan. It requires the Rowan Transit System to review its US Census data to determine if it meets the *LEP Safe Harbor Threshold*.

US Census and American Community Survey (ACS) Data[2]

The Rowan Transit System did the following:

[1] DOT LEP guidance https://www.civilrights.dot.gov/page/dots-lep-guidance

[2] The ACS publishes data in many forms on the Census Bureau American Fact Finder website http://factfinder2.census.gov/faces/nav/jsf/pages/searchresults.xhtml

1. Inserted a copy of the RTS county LEP data in the Title VI plan.

2. Analyzed the LEP demographic data for the RTS program and/or service area by calculating the *Safe Harbor Threshold* for two to three of the largest language groups identified other than English.

    a. The *Safe Harbor Threshold* is calculated by dividing the population estimate for a language group that "Speaks English less than very well" by the total population of the county.

        i. The *LEP Safe Harbor Threshold* provision stipulates that for each LEP group that meets the LEP language threshold (5% or 1,000 individuals, whichever is less) RTS must provide translation of vital documents in written format for the non-English users.

        ii. Examples of written translation of vital documents include the Title VI policy statement and/or Notice to the Public (Appendix 2), Title VI Complaint Procedure (Appendix 3), Title VI Complaint Form (Appendix 4), and ADA paratransit eligibility forms.

3. Explained the results of the analysis of the county LEP data in the demographic section of the *Four Factor Analysis.*

Factor 2: Frequency: How often does your staff (and/or contractor/lessee) come into contact with LEP persons?

Overview

LEP persons are persons identified as speaking English less than very well, not well or not at all. Just because a person speaks a language other than English doesn't mean they don't speak English or are identified as LEP. The summary below discusses the frequency with which RTS staff, and/or its contractor/lessee come into contact with LEP persons. It also provides information on the how staff is instructed to meet the needs of LEP persons.

Factor 3: Importance: How does the program, service or activity affect people's lives?

Overview

The summary below discusses how the Rowan Transit System's program and services impact the lives of person's within the community. The Transit System will specify the community organizations that serve LEP persons, if available.

Factor 4: Resources and Costs: What funding and other resources are available for LEP outreach?

Overview

The summary below discusses the low cost methods used by RTS to provide outreach to LEP persons as well as train staff (and/or its contractor/lessee) on Title VI and LEP principles.

Additional Required Elements

In addition to the *Four Factor Analysis (listed below as item #1)*, the Transit System will address the following elements:

Item #2: A description of how language assistance services are provided by language

Item #3: A description of how LEP persons are informed of the availability of language assistance service

Item #4: A description of how the language assistance plan is monitored and updated

Item #5: A description of how employees are trained to provide language assistance to LEP persons

And, any additional information deemed necessary.

Transit System – Summary of the Language Assistance Plan Components

Item #1 – Results of the Four Factor Analysis *(including a description of the LEP population(s) served)*

Factor 1 – ***Demography***

The Rowan Transit System contracts with a transit provider to provide transportation service for Rowan County.

The US Census Bureau – American Fact Finder (2008-2012) reports there are numerous languages spoken in Rowan County. Some of these languages include Spanish, German, Russian, Japanese, Hmong, and Vietnamese. After English, the second largest language group is Spanish.

The Safe Harbor Threshold is calculated by dividing the population estimate for a language group that "speaks English less then very well" by the total population of the county. The LEP Safe Harbor Threshold provision stipulates that for each LEP group that meets the LEP language threshold (5% or 1,000 individuals, whichever is less), the Transit System must provide translation of vital documents in written format for non-English speaking persons.

In Rowan County, with a population estimate of 129,275 76; 4,965 persons have identified themselves as Spanish speaking and "speaks English less than well". This language group is 3.8% and below the 5% threshold, but greater than the 1,000 person threshold. This means Rowan Transit System is required to provide written translation of vital documents. All of the other language groups listed above are below the safe harbor threshold. This means, at this time, the Rowan Transit System is not required to provide written

translation of vital documents in these languages. See table and map depicting language demographics in appendix N.

Rowan Transit System currently provides written translation of vital documents and publishes a timetable and route map in Spanish on its website.

In the future, if RTS meets the Safe Harbor Threshold for any other language group, it will provide written translation of vital documents in such languages and also consider measures needed for oral interpretation.

Factor 2 – ***Frequency***

The Rowan Transit System (and its contractor) will be trained on what to do when they encounter a person that speaks English less than well. The Rowan Transit System and/or its contractor will track the number of encounters and consider making adjustments as needed to its outreach efforts to ensure meaningful access to all persons and specifically to LEP and minority populations of RTS programs and services.

The Rowan Transit System's contractor/transit provider provides rides to 98,638 persons per year. While formal data has not been collected, the contractor has indicated it has encountered (0) zero LEP persons using the service within the last six months.

Our contractor/transit provider has an open door policy and will provide rides to any person who requests a ride. If an individual has speech limitations, the dispatcher or driver will work with the Transit Manager, if needed to ensure the individual receives access to the transportation service.

Factor 3 – ***Importance***

The Rowan Transit System and our contractor/transit provider understand an LEP person with language barrier challenges also faces difficulties obtaining health care, education or access to employment. A transportation system is a key link to connecting LEP persons to these essential services.

The Rowan Transit System has identified activities and services which would have serious consequences to individuals if language barriers prevented access to information or the benefits of those programs. The activities and services include providing emergency evacuation instructions in our facilities, stations and vehicles and providing information to the public on security awareness or emergency preparedness.

The Rowan Transit System's assessment of what programs, activities and services that are most critical included contact with community organization(s) that serve LEP persons, as well as contact with LEP persons themselves to obtain information on the importance of the modes or the types of services that are provided to the LEP populations.

Factor 4 – ***Resources and Costs***

Even though the Rowan Transit System does not have a separate budget for LEP outreach, the County has worked with our contractor/transit provider to implement low cost methods of reaching LEP persons. Rowan County uses Language Line services on an as needed, pay as you go basis. There has been no need for this service over the past year. RTS staff works with the Department of Social Services who has a Spanish speaking person on staff that assists in the translation of documents. This has ensured RTS can provide assistance to LEP Spanish-speaking persons, when needed.

Item # 2 – Description of how Language Assistance Services are Provided, by Language

The Rowan Transit System provides language assistance through Language Line Services. The service can be used for any language likely to be encountered in Rowan County.

Item # 3 -	Description of how LEP Persons are Informed of the Availability of Language Assistance Service

The Rowan Transit System and its contractor/transit provider does the following to inform LEP persons of the availability of language assistance services: publishing timetables and route maps in languages other than English, striving to employ multilingual staff, and creating and posting multi-language announcements, posters and other information.

Item # 4 – Description of how the Language Assistance Plan is Monitored and Updated

The Rowan Transit System reviews its plan on an annual basis or more frequently as needed. In particular, RTS will evaluate the information collected on encounters with LEP persons as well as public outreach efforts to determine if adjustments should be made to the delivering of programs and services to ensure meaningful access to minority and LEP persons.

Item # 5 -	Description of how Employees are Trained to Provide Language Assistance to LEP Persons

Rowan Transit System employees are oriented on the principles of Title VI and the RTS Language Assistance Plan. New employees will be provided guidance on the needs of clients served and how best to meet their needs. RTS will ensure its contractor/transit provider also educates its staff on Title VI requirements, and specifically LEP provisions.

An important discussion point is that of language assistance. If a driver, dispatcher or employee needs further assistance related to LEP program participants, her/she will work with the Rowan Transit System's Title VI Coordinator and/or its contractor/transit provider to identify strategies to meet the language needs of the participants of the program or service.

As part of our annual check in meeting, if relevant, the Rowan Transit System will meet with its contractor/transit provider to discuss updates of the Rowan Language Assistance Plan.

Section 5: Processing Complaints of Discrimination

Title VI Complaint Procedure

The Rowan Transit System's Title VI Complaint Procedure is made available in the following locations:

- ☐ Agency website
- ☐ Hard copy in the central office
- ☐ Available in appropriate languages for LEP populations, meeting the Safe Harbor Threshold.

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the Rowan Transit System may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form.

Rowan Transit System investigates complaints received no more than 180 days after the alleged incident. The Rowan Transit System will process complaints that are complete.

Once the complaint is received, the Rowan Transit System will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

The Rowan Transit System has 30 days to investigate the complaint, absent a 15 day extension for extenuating circumstances. If more information is needed to resolve the case, the county may contact the complainant.

The complainant has 7 business days from the date of the letter to send requested information to the investigator assigned to the case.

If the investigator is not contacted by the complainant or does not receive the additional information within 7 business days, the county can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two (2) letters to the complainant: a closure letter or a letter of finding (LOF).

- ✓ A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed.
- ✓ A letter of finding (LOF) summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur.

If the complainant wishes to appeal the decision, she/he has 7 days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

If information is needed in Spanish, contact 704-216-8889.
Si se necesita información en español, llame 704-216-8889

Title VI Complaint Form

Rowan Transit System's Title VI Complaint Procedure is made available in the following locations:

Agency website, either as a reference in the Notice to Public or in its entirety
Hard copy in the central office
Available in Spanish

Section I:				
Name:				
Address:				
Telephone (Home):		**Telephone (Work):**		
Electronic Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
Section II:				
Are you filing this complaint on your own behalf?			Yes*	No
*If you answered "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party: _____				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
Section III:				
I believe the discrimination I experienced was based on (check all that apply): [ ] Race [ ] Color [ ] National Origin				
Date of Alleged Discrimination (Month, Day, Year): _____				
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form. _____ _____				
Section IV				
Have you previously filed a Title VI complaint with this agency?			Yes	No
Section V				
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court? [ ] Yes [ ] No				

If yes, check all that apply: [ ] Federal Agency: _____ [ ] Federal Court _____ [ ] State Agency _____ [ ] State Court _____ [ ] Local Agency _____
Please provide information about a contact person at the agency/court where the complaint was filed.
Name:
Title:
Agency:
Address:
Telephone:
Section VI
Name of agency complaint is against:
Contact person:
Title:
Telephone number:

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

_____ _____ _____

Signature Date

Please submit this form in person at the address below, or mail this form to:

Rowan Transit System, Title VI Coordinator
2726 Old Concord Rd
Salisbury, NC 28146

Section 6: Transit Related Title VI Investigations, Complaints and Lawsuits

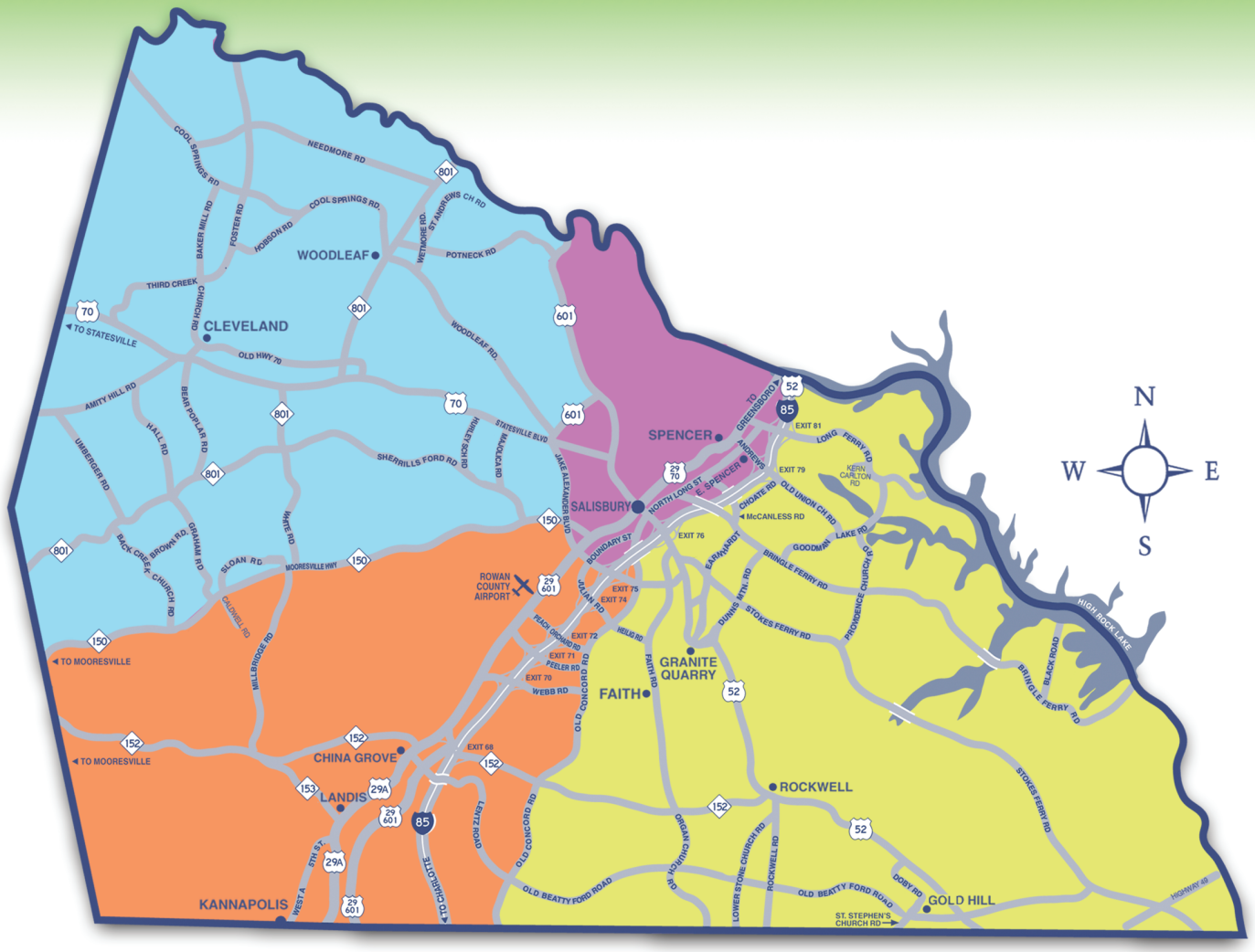
Subrecipient: Rowan County		
Contact Person: Valerie Steele	**Signature:**	**Date:**

Check One:

_____ There have been no investigations, complaint and/or lawsuits filed against us during the report period.

_____ There have been investigations, complaints and/or lawsuits filed against us. *See list below. Attach additional information as needed.*

	Date (Month, Day, Year)	**Summary** (include basis of complaint: race, color, or national origin)	**Status**	**Action(s) Taken**
Investigations				
1.				
2.				
Lawsuits				
1.				
2.				
Complaints				
1.				
2.				



THE ROUTE SCHEDULE IS:

- West Rowan - Tuesday
- North Rowan - Wednesday
- South Rowan - Thursday
- East Rowan - Friday

Rowan Transit System
2726 Old Concord Road
Salisbury, NC 28146

Office: 704-216-8899

TTY Users: 1-800-877-8339 or 711

Alternate Formats Available

ROWAN TRANSIT SYSTEM

Be an original.

Safe, Reliable, Affordable
Non-Emergency Public Transportation
for Rowan County Residents

ROWAN TRANSIT SYSTEM
704-216-8899
www.RowanTransit.com

ROWAN TRANSIT SYSTEM

Be an original.

Program Information

RTS is a non-emergency public transportation service for Rowan County residents. We operate weekdays from 7:00AM to 5:00PM excluding County holidays.

The fare is $2.00 per a trip for all riders except those eligible for certain grant funded programs or Medicaid. Donations are accepted to support operating costs. RTS is grant funded by NCDOT, the FTA and Rowan County. Service availability is contingent on existing funding.

Transportation schedules are designed to serve multiple passengers at a time with continuous travel to various locations. Riders must be signed up to schedule trips. Trips must be scheduled 3 working days in advance and approximate pick up and drop off times provided when booking.

To schedule a trip or enroll with RTS please call 704-216-8899.

RTS will limit or cancel service when hazardous road conditions are present. Listen to WSTP radio (1490 AM), or television stations WBTV (3), WSOC (9) and WNCC (6) for delays or closings.

Local Bus Information

City of Salisbury:
www.salisburync.gov/Government/Transit
Concord and Kannapolis: www.ckrider.com

Passenger Information

1. Make trip reservations a minimum of three (3) working days in advance.

2. If plans change call 704-216-8899 and cancel the reservation.

3. Medical appointments are provided first priority when routing vehicles.

4. Passengers must wear seatbelts when the vehicle is in operation.

5. Parents are required to provide safety and booster seats for children.

6. Drinking, eating or the use of tobacco is prohibited on the vehicles.

7. Passengers may request assistance to and from the door. Drivers may not enter private residences. If you require additional assistance please advise during scheduling that you will have an aid riding with you.

8. Pick up and drop off may be 15 minutes prior to or after scheduled time. Wait time can be as long as 30 minutes.

For clients new to RTS, transport to medical appointments is available one day per a week for each area of the County. By having designated days RTS can operate more efficiently, maximize ridership and reduce environmental impacts.

THE ROUTE SCHEDULE IS:

- **West Rowan - Tuesday**
- **North Rowan- Wednesday**
- **South Rowan - Thursday**
- **East Rowan - Friday**

ADA Compliance

In accordance with the requirements of Title II and III of the Americans with Disabilities Act of 1990 (ADA), Rowan Transit System will not discriminate against individuals with disabilities on the basis of their disability in its programs, services, or activities. Compliments, or complaints that a program, service, or activity of RTS's transit program is not accessible to persons with disabilities should be directed to RTS at 704-216-8899, by email at valerie.steele@rowancountync.gov, online at www.rowantransit.com or mailed to:

Rowan Transit System
2726 Old Concord Road
Salisbury. NC 28146

Individuals with disabilities are invited to make their needs, preferences, questions, concerns, or complaints know to the ADA Coordinator, Kelly Natoli, at 704-216-8105 or by emailing Kelly.Natoli@rowancountync.gov .

Accessible Formats

Upon request, RTS will generally, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in programs, services, and activities. This includes qualified sign language interpreters, electronic documents or documents in large print, and other forms of communication accessible to people who have speech, hearing, or vision impairments.

Anyone who requires an auxiliary aid or service for effective communication or a modification of policies or procedures to receive RTS services should contact RTS at **704- 216-8899**.

Users who need accessibility assistance can also us the Federal Information Relay service at **1-800-877-8339** or **711** for TTY/Voice communication.

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:	Finance Department
DATE:	August 6, 2021
SUBJECT:	Martin Starnes Contract Modification

Please see attached contract amendment with Martin Starnes & Associates ("MSA") to perform additional services regarding Rowan County's FY 2021 audit.

Please consider approving the contract amendment between Rowan County and Martin Starnes & Associates for additional auditing services.

ATTACHMENTS:

Description	Upload Date	Type
Martin Starnes & Associates Contract Amendment	8/6/2021	Backup Material

MARTIN ♦ STARNES
& ASSOCIATES, CPAs, P.A.
"A Professional Association of Certified Public Accountants and Management Consultants"

July 29, 2021

James M. Howden, Finance Director
Rowan County
130 West Innes Street
Salisbury, NC 28144

You have requested that we audit the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Rowan County, NC, as of June 30, 2021, and for the year then ended, and the related notes, which collectively comprise Rowan County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and State award programs for the period ended June 30, 2021. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and State award programs.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Government Employees' Retirement System's schedules
- Register of Deeds' Supplemental Pension Fund schedules

730 13th Avenue Drive SE ♦ Hickory, NC 28602 ♦ 828-327-2727 ♦ Fax 828-328-2324
13 South Center Street ♦ Taylorsville, NC 28681 ♦ 828-632-9025 ♦ Fax 828-632-9085
800-948-0585 ♦ **www.martinstarnes.com**

Supplementary information other than RSI will accompany Rowan County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory information
- Statistical tables

We will make reference to the component unit auditor's audit of the Rowan County Tourism Development Authority in our report on your financial statements.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and the direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Rowan County's basic financial statements. Our report will be addressed to the governing body of Rowan County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of Rowan County's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and state award programs. Our procedures will consist of determining major federal and state programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For the design, implementation, and maintenance of internal control over federal and state awards;

7. For establishing and maintaining effective internal control over federal and state awards that provides reasonable assurance that the nonfederal and nonstate entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
8. For identifying and ensuring that the entity complies with federal and state statutes, regulations, and the terms and conditions of federal and state award programs and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
9. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and state award programs, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit; and
    c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above (including the Schedule of Expenditures of Federal and State Awards), you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information

with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of auditor portion of Data Collection Form
- Preparation of LGC's data input worksheet

We will not assume management responsibilities on behalf of Rowan County. However, we will provide advice and recommendations to assist management of Rowan County in performing its responsibilities.

With respect to the nonattest services we perform as listed above, Rowan County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards.
- This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The County is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

Provisions of Engagement Administration and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Erica Brown is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Audit Fee	$ 61,000
Financial Statement Drafting	15,000
Other Non-Attest Services	-
	$ 76,000
Additional Fees:	
Charge per major program over five (5)	$ 3,000

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Rowan County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous

errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from $75-$300 per hour.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or State agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Rowan County by:

Name: _____

Title: _____

Date: _____

LGC-205 Amendment **AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS** Rev. 11/2020

Whereas	Primary Government Unit: Rowan County, NC
and	Discretely Presented Component Unit (DPCU) (if applicable): N/A
and	Auditor: Martin Starnes & Associates, CPAs, P.A.

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending: 06/30/20	and originally due on	Audit Report Due Date: 10/31/21

hereby agree that it is now necessary that the contract be modified as follows.

☐ Modification to due date:

☑ Modification to fee:

Original due date	Modified due date
Original fee	**Modified fee**
$61,000 plus $3,000 per major program over 5	$61,000 audit, $15,000 drafting; plus $3,000 per major program over 5

EXPLANATION OF MODIFIED CONTRACT TERMS

Please provide an explanation for the modification to due date and/or fees.

The County chose to engage the audit firm to draft the County's financial statements and footnotes after the original contract was executed. The fees are being increased by $15,000 to include drafting of the financial statements and footnotes.

If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative* (typed or printed) Amber Y. McGhinnis	Signature* Amber Y. McGhinnis
Date* 07/29/21	Email Address amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Rowan County, NC	
Date Primary Government Unit Governing Board Approved **Amended** Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed) Greg Edds, Chairman	Signature*
Date	Email Address greg.edds@rowancountync.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for charter schools or hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer* James Howden, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* james.howden@rowancountync.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU N/A	
Date DPCU Governing Board Approved **Amended** Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for charter schools or hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed) N/A	Signature
Date of Pre-Audit Certificate	Email Address

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:

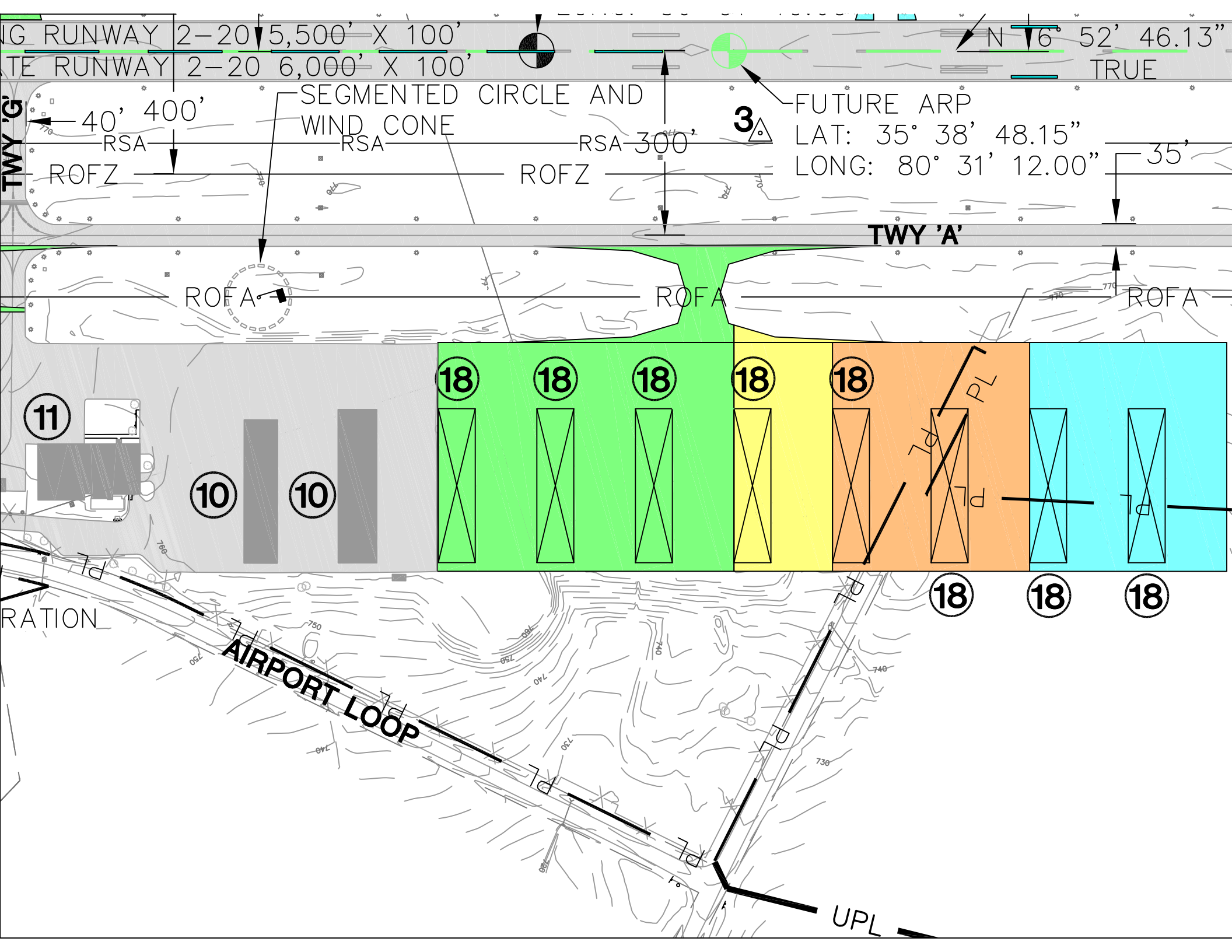
FROM:	Valerie Steele, Airport & Transit Director
DATE:	8/6/2021
SUBJECT:	Airport Layout Plan - Public Safety Hangar

The Airport Layout Plan (ALP) depicts existing facilities and planned development. Changes to this plan must be approved by NCDOT and the FAA. The ALP needs to be updated to reflect the new public safety hangar project. The Airport Advisory Board reviewed the proposed changed and voted in support of the project during the meeting on June 22, 2021.

Approve change for submittal.

ATTACHMENTS:

Description	Upload Date	Type
ALP as published	8/6/2021	Exhibit
ALP with Public Safety Hangar	8/6/2021	Exhibit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TE RUNWAY 2-20 6,000' X 100'
N 6° 52' 46.13" TRUE
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40' 400'
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ROFZ
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3
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LONG: 80° 31' 12.00"
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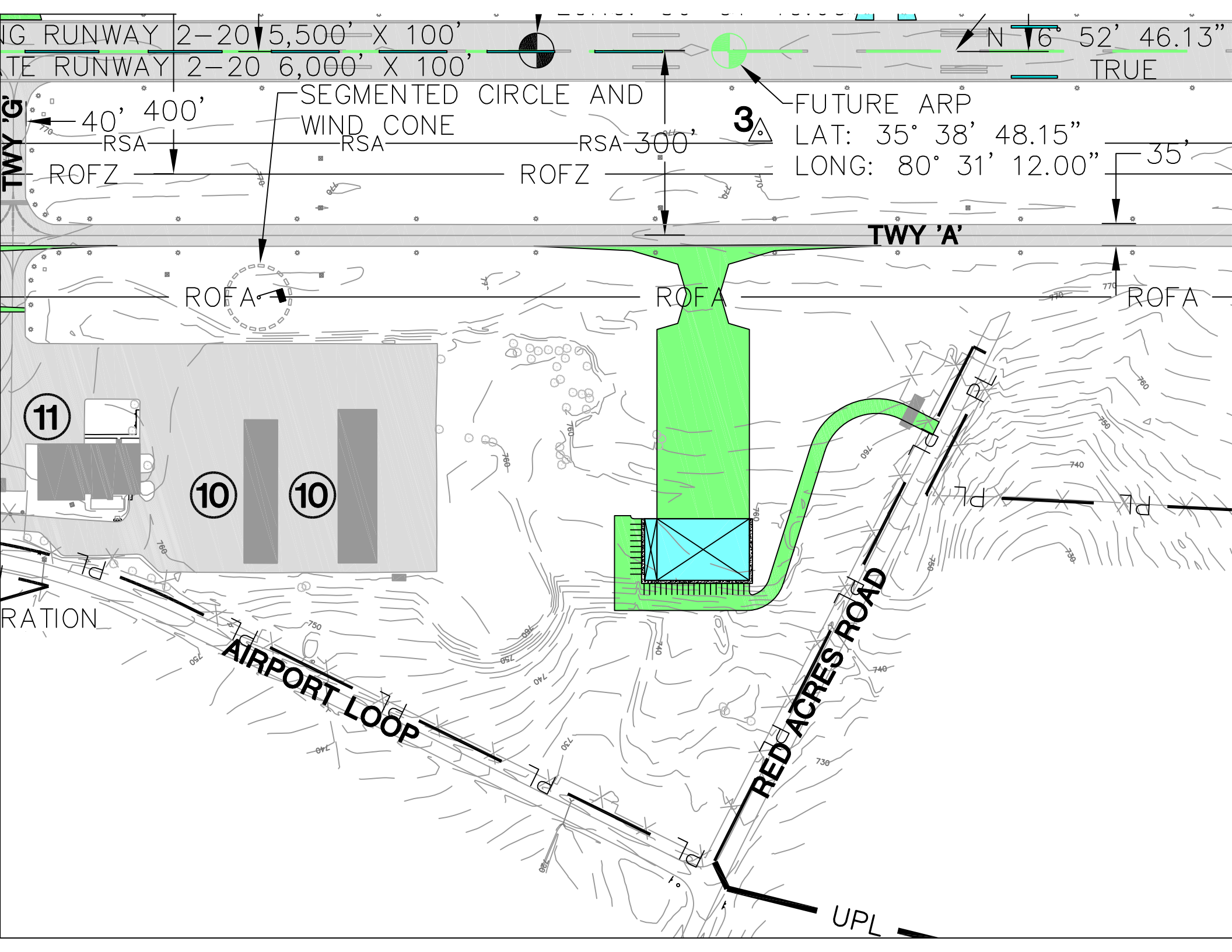
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TE RUNWAY 2–20 6,000’ X 100’
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FUTURE ARP
LAT: 35° 38’ 48.15”
LONG: 80° 31’ 12.00”
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10
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PL
PL
RATION
AIRPORT LOOP
RED ACRES ROAD
UPL

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:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	08-06-21
SUBJECT:	Contract Between Rowan County and State of NC Department of Agriculture and Consumer Studies

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Please find attached a contract between Rowan County and State of NC Department of Agriculture and Consumer Studies for the protection, development, and improvement of forest lands in Rowan County.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract	8/6/2021	Cover Memo

STATE OF NORTH CAROLINA
Department of
Agriculture and Consumer Services

$ **210,000.00**
Total Cooperative Appropriation

$ **126,000.00** State

$ **84,000.00** County

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT OF FOREST LANDS IN **ROWAN COUNTY** NORTH CAROLINA

THIS AGREEMENT is made under the authority of **Chapter 106, Article 75, of the North Carolina General Statutes, including N.C. Gen. Stat. § 106-906, titled "Cooperation between counties and State in forest protection and development,"** by and between the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of Commissioners of **ROWAN COUNTY** in the State of North Carolina (hereinafter called the Board), party of the second part.

WHEREAS, the Board recognizing the need for active forest protection, development, reforestation, management and improvement in **ROWAN COUNTY** has accepted the offer of the Department for cooperation in accomplishing this object; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties contract and agree to maintain a legally appointed and equipped Forest Service office to support said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select and employ permanent and temporary position(s) in order to successfully execute the mission of the NC Forest Service and to support the forestry program in said county. These positions include:

   A) **1** County/Area Ranger(s) assigned for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.
   B) **1** Assistant County Ranger(s) for the purposes of assisting under the direction, supervision, and/or oversight of the County/Area Ranger in controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.

Approved By NCDA Legal – 1/2021

C) **.10** Forestry Management Clerk for purposes of providing administrative support, serving as the back-up administrative contact for the assigned district, counties within the district, or unit, and serving as the primary contact for forest management administrative business within the assigned district.

D) **.11** Vehicle Equipment Repair Technician(s) for purposes of overhauling, repairing, and maintaining light duty vehicles and heavy duty equipment, including but not limited to specialized firefighting equipment, heavy construction and agricultural equipment, and stationary power units equipped with complex hydraulic systems and spark spark-ignition or diesel engines.

E) Temporary position(s) on an as-needed basis.

2. To furnish position(s) so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements insofar as the joint funds will permit.

3. To pay the identified position(s) for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary administration policy.

4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of each position, to discipline and, when necessary, discharge such position(s).

5. To submit to the Board monthly, or at other mutually satisfactory intervals, an itemized statement of all monies to be paid by the County and those paid by the Department for the work conducted pursuant to this Agreement within said County.

State Funding

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **ONE HUNDRED TWENTY-SIX THOUSAND DOLLARS ($126,000.00)** as its share of an annual budget of **TWO HUNDRED TEN THOUSAND DOLLARS ($210,000.00)** for carrying on the above listed work in said County.

Part II. THE BOARD AGREES:

7. To pay the Department **40** % of the total cost of the salary of position(s) specified in Part I.1 above and expenses and other proper expenditures made in connection with the overall forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

County Funding

8. To appropriate annually the sum of **EIGHTY-FOUR THOUSAND DOLLARS ($84,000.00),** which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget for carrying on work listed in this Agreement in said County.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

9. That this Agreement becomes effective **July 1, 2021**, and lasts through **June 30, 2022**.

10. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.

That the annual appropriations as set forth above may be revised in writing by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work. Such revision shall become effective at the beginning of the stated Fiscal Year. A Fiscal Year begins on July 1 and ends on June 30. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

11. That this Agreement may be modified only in writing and upon execution by both parties.

12. That the Board reimburse the Department as provided in Part II of this Agreement by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's monthly statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.

13. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.

14. That the County/Area Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be always informed regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of **ROWAN COUNTY**

Date_____ _____ County Manager

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized and this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Date _____ _____County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services

Date _____ _____ Signature

N. David Smith
Chief Deputy Commissioner

Approved By NCDA Legal – 1/2021

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: Casey Robinson, Assistant Tax Collector
DATE: August 6, 2021
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
JULY 2021 TAX REFUNDS	8/6/2021	Cover Memo
JUNE 2021 VTS REFUNDS	8/6/2021	Cover Memo

JULY 2021 TAX REFUNDS

REFUND NAME 1	REFUND NAME 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	SITUS	PARID	REFUND
20/20 SETTLEMENT SERVICES LLC	20/20 TITLE	333 TECHNOLOGY DRIVE SUITE 112		CANONSBURG	PA	15317	360 DEER LAKE RUN	614 083	280.15
20/20 SETTLEMENT SERVICES LLC	20/20 TITLE	333 TECHNOLOGY DRIVE, SUITE 112		CANONSBURG	PA	1537	11410 BRINGLE FERRY RD	507 030	242.48
ABR PROPERTIES LLC		PO BOX 811		CORNELIUS	NC	28031-0811	405 PERFORMANCE RD	239 059	82.15
ACTION INVESTMENT GROUP LLC		PO BOX 1517		IRMO	SC	29063-1517	198 CELTIC CIR	451E014	7.33
ADAMS AUTO GROUP INC		6027 N TRYON ST		CHARLOTTE	NC	28213	100 BLACKWELDER ST	156 133	11.45
ADAMS AUTO GROUP INC		6027 N TRYON ST		CHARLOTTE	NC	28213	2413 N MAIN ST	160 042	23.25
ADAMS AUTO GROUP INC		417 OAKMONT LN		WAXHAW	NC	28173	0 N MAIN ST	156 132	8.79
ADAMS LEILA BREAKFIELD		286 RIVERSIDE DR		PORT REPUBLIC	NJ	08241-9766	2226 KENWOOD DR	245D256	10.37
ADKINS CARTER PA		129 N MAIN ST		SALISBURY	NC	28144	99 1ST AVE	164A125	4.50
ADVANTAGE TITLE LLC		137 MAIN STREET		BAY ST LOUIS	MS	39520	220 GREENWAY DR	320B129	115.23
ADVANTAGE TITLE LLC		137 MAIN STREET		BAY ST LOUIS	MS	39520	207 W MCCUBBINS ST	015 243	1,652.01
ADVANTAGE TITLE, LCC		137 MAIN ST.		BAY ST. LOUIs	MS	39520	336 OAKVIEW DR	064E015	495.35
ADVANTAGE TITLE, LLC		137 MAIN STREET		BAY ST LOUIS	MS	39520	1180 FOXGATE LN	227B046	95.03
ADVOCACY TR OF TENNESSEE LLC		605 CHESTNUT ST STE 340		CHATTANOOGA	TN	37450-5503	113 CARRIAGE LN	356 228	25.90
AFFILIATE MORTGAGE SERVICES INC		618 S CREYTS RD, STE C		LANSING	MI	48917	170 UNION HEIGHTS BLVD	071 210	3.13
AFTER HOURS PLUMBING INC		975 PHANIEL CHURCH RD		ROCKWELL	NC	28138-7601	975 PHANIEL CHURCH RD	167339	4.72
ALEXANDER JOHN A & WF	ALEXANDER PATRICIA D	112 ARABIAN LN		SALISBURY	NC	28147-8926	112 ARABIAN LN	326B218	43.65
ALEXANDER STEVEN TODD & WF	ALEXANDER SUE SMITH	5104 OLD CONCORD RD		SALISBURY	NC	28146-1327	5104 OLD CONCORD RD	411B131	3.53
ALIE YATES BROWN ATTY	TRUST ACCOUNT	525 A S CHURCH ST		ASHEBORO	NC	27203	210 E MILL ST	106 212	6.36
ALLMAN LORA RENEE		6108 MOORESVILLE RD		SALISBURY	NC	28147-7667	HARRIS HILL RD	768 093	1.27
ALLOY WORKS LLC	ATTN CARL ADAMS	814 W INNES ST		SALISBURY	NC	28144-4152	814 W INNES ST	163845	592.31
ALLOYWORKS LLC &	ALLOY HOLDINGS INC	814 W INNES ST		SALISBURY	NC	28144-4152	814 W INNES ST	020 054	193.23
ALPHA CONCORD PLANTATION LLC		PO BOX 41153		RALEIGH	NC	27629-1153	2809 OLD CONCORD RD	171989	4.82
ALPINE INC		1650 LUTHERAN SYNOD DR		SALISBURY	NC	28144-5767	1650 LUTHERN SYNOD DR	163856	1.85
ALS OF NORTH CAROLINA LLC		708 BLAIR MILL RD		WILLOW GROVE	PA	19090	502 KLUMAC RD	175737	52.71
AMERICA'S SETTLEMENT COMPANY	GENERAL ESCROW ACCOUNT	8161 MAPLE LAWN BLVD, SUITE 450		FULTON	MD	20759	229 EASTWOOD DR	058A275	250.43
AMREP INC OF NORTH CAROLINA		6525 MORRISON BLVD STE 300		CHARLOTTE	NC	28211-0500	1405 JULIAN RD	176152	107.34
AMROCK LLC - NC		662 WOODWARD AVE		DETROIT	MI	48226	105 CHIPPEWA TR	225A049	30.78
AMROCK LLC NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	325 T BROWN RD	636 099	709.86
AMROCK LLC-NC		662 WOODWARD AVE		DETROIT	MI	48226	1704 DARBY PL	063A017	33.05
ANDERSON FAYE HOLLAR		910 KING AVE		KANNAPOLIS	NC	28081-2041	910 KING AV	148 274	1.80
ANDREW M ADAMS PA		129 WEST TRADE ST STE 1525		CHARLOTTE	NC	28202	200 S MILFORD DR	335 002	22.30
ANDREW M ADAMS PA	TRUST ACCT	129 W TRADE ST STE 1525		CHARLOTTE	NC	28202	265 HAPPY LAKE RD	422B121	9.99
ANDREW M ADAMS PA		129 W TRADE ST STE 1525		CHARLOTTE	NC	28202	0 THIRD CREEK CHURCH RD	263B036	361.67
ANDREW M ADAMS PA		129 WEST TRADE ST STE 1525		CHARLOTTE	NC	28202	206 ALLEGHANY DR	319C126	109.26
ANDREW M ADAMS PA		129 WEST TRADE STREET STE 1525		CHARLOTTE	NC	28202	1046 LOGANBERRY LN	065F377	43.52
ANDREW M ADAMS PA		129 WEST TRADE STREET STE 1525		CHARLOTTE	NC	28202	715 SHUE RD	114 037	9.01
ANTIOCH BAPTIST TRUSTEES		PO BOX 870		GRANITE QUARRY	NC	28072-0870	610 S SALISBURY AVE	649 052	20.98
ANTIOCH MISSIONARY BAPTIST CH		PO BOX 870		GRANITE QUARRY	NC	28072-0870	0 RAILROAD ST	649 022	2.00
APPENHEIMER KATIE MICHELLE		392 RIDDLE FOREST LN		SALISBURY	NC	28146-7602	392 RIDDLE FOREST LN	624 032	16.14
ARCHER CONTROLS & ELECTRIC INC		PO BOX 1166		KANNAPOLIS	NC	28082-1166	702 S CHAPEL ST	163931	932.47
ARCHIE LARRY WAYNE & WF	ARCHIE TERESA SMITH	316 E TAYLOR ST		LANDIS	NC	28088-1168	125 MCWOOD DR	244C226	2.77
ARLIN KIM R		111 SAILVIEW RD		MOORESVILLE	NC	28117-7560	440 RED ROSE LN	228 119	9.31
ARMISTEAD CLAYTON PHIPPS & WF	ARMISTEAD JANICE	1180 DUNNS MOUNTAIN RD		SALISBURY	NC	28146-8004	1180 DUNNS MOUNTAIN RD	617A074	16.97
ARNOLD GAIL T & WF	ARNOLD JAMIE K	490 CRESS RD		MOUNT ULLA	NC	28125-0000	490 CRESS RD	762 047	23.43
ARNOLD JOHN THOMAS		180 GOSHEN BLVD		WOODLEAF	NC	27054-9156	190 GOSHEN BLVD	803B079	7.12
ARNOLD MARK D	SHORTER MARGIE P	1045 FOREST OAKS DR		SALISBURY	NC	28146		148483	7.07
ASCENTIUM CAPITAL LLC	% ADVANCED PROP TAX COMPLIANCE	1611 N INTERSTATE 35E STE 428		CARROLLTON	TX	75006-8616	1604N MAIN ST	163951	3.76
ATHEY JIMMY		6175 LOWER RD		SALISBURY	NC	28147	6085 LOWDER RD	454 030	16.58
ATLANTIC FOOT SPECIALISTS		4428 MAIN ST		SHALLOTTE	NC	28470-0000	4040 STATESVILLE BLVD	334A015	13.50
ATLANTIS TITLE COMPANY INC		5309-B MONROE RD		CHARLOTTE	NC	28205	PERRELL RD	818 078	698.65
ATTRACTIONS ON MAIN INC		2130 S MAIN ST		SALISBURY	NC	28147-1300	2130 S MAIN ST	163976	1.30
AW FARM & AGRICULTURE LLC		1010 WILL BLACK RD		SALISBURY	NC	28147-6798	0 WILL BLACK RD	303 014	4.39
BACA-NUNEZ OSCAR ORLANDO	NUNEZ JUAN CARLOS BERRIOS	1060 KENSINGTON LN		SALISBURY	NC	28146-0501		176656	1.34
BAKER JULIA G	POPS COUNTRY STORE	216 S DEERFIELD CIR		SALISBURY	NC	28147-9708	5285 HWY 601	164050	3.00
BAKER TYRONE		1115 OVERHILL DR		SALISBURY	NC	28144-8404	1115 OVERHILL RD	324F033	7.60
BALL JOHN E &WF	BALL GOLDIE K	PO BOX 683		FAITH	NC	28041-0683	512 BROTHERHOOD ST	413 204	34.56
BALL THOMAS M & WF	BALL CATHY W	5748 TURNER DR		KANNAPOLIS	NC	28081-8100	5748 TURNER DR	249B333	2.22
BALLARD CATHY JOLEEN		109 ARLENE AVE		KANNAPOLIS	NC	28081-9533	109 ARLENE AVE	249C021	9.95
BANK OZK		PO BOX 196		OZARK	AR	72949-0196	355 BARBER JUNCTION RD	168087	7.60
BARBEE AMY K		24467 MAGGIE FRICK RD		GOLD HILL	NC	28071	3107 OLD CONCORD RD	402 037	6.62
BARBER ARTHUR GLENN JR & WF	BARBER GLENDA KERR	1580 W RIDGE RD		SALISBURY	NC	28147-8768	1580 W RIDGE RD	328 017	20.28
BARBER CHARLES PRESTON T/A	BARBER FURNITURE CO	590 MOUNTAIN RD		CLEVELAND	NC	27013-9707	590 MOUNTAIN RD	164077	1.14
BARBOUR WILLIAM		2010 DEERFIELD DR		BENSALEM	PA	19020-4481	1008 HUNT LN	007 17502	3.06
BARE JOHNNY BRADLEY ETAL		1166 JOEL ST		CHINA GROVE	NC	28023-5526	1166 JOEL ST	131 138	22.46
BARFIELD DANETTE K &HUS	BARFIELD JAMES OLAND JR	107 BAYRIDGE DR		SALISBURY	NC	28146-1448	107 BAYRIDGE DR	606 045	21.69
BARLOW MYRTLE		1243 W 51 ST % LILLIAN KENNEDY		LOS ANGELES	CA	90037-3418	1214 W MONROE ST	008 083	4.54
BARRINGER JERRY LEE		205 BASINGER FARM RD		CHINA GROVE	NC	28023-8821		985511	39.99
BARTSCH J CRAIG &WF		1195 CORNWALLIS DR		WOODLEAF	NC	27054-9731		172681	1.63
BASSO PAUL ANDREW		160 KNIGHTS PL		SALISBURY	NC	28146-9016	160 KNIGHTS PL	618A047	17.05

Sonya Parnell

Tax Collector

BAUMEZ WILLIAM LOUIS JR & WF		135 N GIFFORD LN		RICHFIELD	NC	28137-7945	135 N GIFFORD LN	530E066	25.68
BAUMEZ WILLIAM LOUIS JR & WF		135 N GIFFORD LN		RICHFIELD	NC	28137-7945		986021	1.42
BB&T	MORTGAGE	PO BOX 2387		GREENVILLE	SC	29602	410 S ROWAN AVE	033 368	41.95
BB&T MORTGAGE		PO BOX 2387		GREENVILLE	SC	29602-2387	263 COOL SIDE DR	423C118	61.64
BEACH HELEN K		1302 STRATUS ST		CHINA GROVE	NC	28023	0 PEACH ORCHARD LN	407A05601	8.01
BEARD RONALD CLAUDE & WF	BEARD GLENDA HENDRIX	220 NEWPORT DR		SALISBURY	NC	28144	220 NEWPORT DR	300A024	5.30
BEAVER RONALD ROBERT		1313 BARNHARDT RD		CHINA GROVE	NC	28023	1313 BARNHARDT RD	110A020	16.98
BECK JEFFERY ALLEN		755 GIN RD		GOLD HILL	NC	28071-6677		986734	1.09
BELK DONALD R III & WF	BELK MEGAN	455 FRENCH BELK RD		MOUNT ULLA	NC	28125-8696	0 CENTENARY CHURCH RD	572 035	10.38
BELK DONALD RAY III		455 FRENCH BELK RD		MOUNT ULLA	NC	28125-8696	455 FRENCH BELK RD	563 085	20.60
BEN GABLE PROPERTIES INC		778 WIGGINS RD		MOORESVILLE	NC	28115	0 FLAT ROCK RD	121 159	1.10
BEN GABLE PROPERTIES INC		778 WIGGINS RD		MOORESVILLE	NC	28115	0 FLAT ROCK RD	121 167	1.13
BENFIELD PATRICIA		319 SOWERS FERRY RD		SALISBURY	NC	28144	0 HILL ST	352 062	1.87
BENFIELD PATRICIA B	BENEFIELD PAUL	319 SOWERS FERRY RD		SALISBURY	NC	28144	608 S MAIN ST	352 011	10.67
BENJAMIN JOHN WILBER & WF	BENJAMIN ELAINE SARAH	6618 BRENLOCK LANE		CHARLOTTE	NC	28269-1262	965 FOSTER RD	256 026	16.93
BENNETT ROBERT & WF	BENNETT SUZANNE	64 MARVIN DR		KINGS PARK	NY	11754-4740	0 AIRPARK DR	215 124	9.74
BENTLEY RANDY E & WF	BENTLEY ROBBIE ANN	4576 E NC 152 HWY		ROCKWELL	NC	28138-0000	0 PARKS RD	421 152	1.81
BENTLEY RANDY E & WF	BENTLEY ROBBIE ANN	4576 E NC 152 HWY		ROCKWELL	NC	28138-0000	0 PARKS RD	421 183	1.61
BENTLEY REALTY INC		616 N MAIN ST		KANNAPOLIS	NC	28081-2169	616 N MAIN ST	164329	2.04
BENTLEY ROBBIE SELLERS		4576 HWY 152 E		ROCKWELL	NC	28138	615 ROY CLINE RD	430A068	2.70
BERMUDEZ ANDRES		365 KNIGHT FARM RD		CHINA GROVE	NC	28023	365 KNIGHT FARM RD	245 332	2.75
BERNHARDT HENRY C & WF	BERNHARDT JOANN	327 MAHALEY AVE		SALISBURY	NC	28144-2627	327 MAHALEY AVE	002 060	46.65
BERRIER PEGGY A &	BERRIER COY GLENN	211 VANHOY DR		DENTON	NC	27239-0000	1309 STANDISH ST	008 138	57.29
BETHAMY ENTERPRISES INC T/A	BETHAMY RETIREMENT CENTER	909 N SALISBURY AVE		SPENCER	NC	28159-1828	909 N SALISBURY AVE	164338	5.12
BETTIS ROBERT H & WF	BETTIS PATRICIA F	460 STIREWALT RD		CHINA GROVE	NC	28023-9333	STIREWALT RD	113 011	1,008.77
BETTIS ROBERT H & WF	BETTIS PATRICIA F	460 STIREWALT RD		CHINA GROVE	NC	28023-9333	0 STIREWALT RD	113 074	803.20
BICKLING SHALA	BICKLING SHALA K	PO BOX 93		NUNN	CO	80648-0093	1112 W STOKES ST	114E042	19.70
BIDDY MICHAEL T		322 WHISPER DR		CHINA GROVE	NC	28023-9379	640 BOSTIAN RD	129A060	5.15
BIDDY MICHAEL T & WF	BIDDY JENNIFER N	322 WHISPER DR		CHINA GROVE	NC	28023-9379	810 LAUREL ST	114C203	16.43
BIDDY MICHAEL TODD		322 WHISPER DR		CHINA GROVE	NC	28023-0000	2005 W C ST	249000	9.02
BIDDY MICHAEL TODD		322 WHISPER DR		CHINA GROVE	NC	28023-9379	466 MORROW RD	137 033	13.06
BIGGERS ANDRE L SR		313 ACKERT AVE		SALISBURY	NC	28144-3107	313 ACKERT AVE	005 04603	9.31
BILES AC SERVICE		12505 OLD BEATTY FORD RD		ROCKWELL	NC	28138-7771	12505 OLD BEATTY FORD RD	179674	2.44
BILLINGSLEY JOHN WILLIE & WF	BILLINGSLEY ALICE OAKLEY	14245 HIGHWAY 52		GOLD HILL	NC	28071-0274	14245 US 52 HWY	540 072	3.96
BILLY J CRANFIELD CONSTRUCTION INC		325 PARKS RD		WOODLEAF	NC	27054-9331	PARKS RD	818 073	1.25
BILLY X SALISBURY PROPERTITES LLC	CHINA BUFFET	205 N ARLINGTON ST		SALISBURY	NC	28144-4616	205 N ARLINGTON ST	170756	1.36
BITTLE CLIFTON W		6416 RICHMOND DR		KANNAPOLIS	NC	28081-8633	1218 CRUSE RD	417 286	2.19
BLACK-BUCK ENTERPISES INC	1271 SOUTH UNION ST	PO BOX 6404		CONCORD	NC	28027	717 N CANNON BLVD	167475	1.83
BLACKWELDER JODY W &WF	BLACKWELDER DALANA B	PO BOX 217		CHINA GROVE	NC	28023-0217	418 CORRELL LOOP RD	411A020	2.56
BLAZIN WINGS INC	BUFFALO WILD WINGS 0710	% WILSON & FRANCO	11000 RICHMOND AVE STE 350	HOUSTON	TX	77042-6702	1519 E INNES ST	172801	514.36
BOGER JAMES L & WF	BOGER ELIZABETH D ETAL	885 BRIGGS RD		SALISBURY	NC	28147-9540	885 BRIGGS RD	465 027	29.25
BOHANNON B. SHARON		5945 ENOCHVILLE SCHOOL RD.		KANNAPOLIS	NC	28081-8528	5945 ENOCHVILLE SCHOOL RD	243 143	10.80
BOOTH GORDON J &	BOOTH SONDRA J CO-TRUSTEES	2238 KENWOOD DR		KANNAPOLIS	NC	28081-9734	2238 KENWOOD DR	245D271	16.45
BOST BRADLEY AARON & WF	BOST JENNIE H	220 W RITCHIE RD		SALISBURY	NC	28147-0000		988646	2.05
BOST JAMES F		406 4TH ST		SPENCER	NC	28159-2220	406 4TH ST	033 311	4.52
BOST JAMES FRANKLIN		406 4TH ST		SPENCER	NC	28159-2220	507 3RD ST	033 260	2.63
BOST LARRY W		130 STANWYCK CIR		SALISBURY	NC	28147	0 KARRIKER FARMS RD	237 084	1,310.44
BOSTIAN ROBERT PAUL JR		356 BRUMLEY RD		MOORESVILLE	NC	28115-6902	0 CENTENARY CHURCH RD	576 063	1.48
BOUK ADAM L & WF	BOUK CHERYL	116 KATHRYN OAK LN		LEXINGTON	NC	27295-5294	0 SUNSET POINTE DR	606H101	3.42
BOW BARRACKS LLC	ZAYICEK BRETTE LEE	161 VALLEYMIST LN		MOORESVILLE	NC	28117	530 UPRIGHT RD	758 037	39.46
BOW BARRACKS LLC		161 VALLEYMIST LN		MOORESVILLE	NC	28117-0048	0 UPRIGHT RD	758 049	5.47
BRADSHAW GEORGE A	BRADSHAW PEGGY	245 DUNNS MOUNTAIN CHURCH RD		SALISBURY	NC	28146	245 DUNNS MOUNTAIN CHURCH RD	066 109	12.88
BRADSHAW PHILLIP & VIRIGINA	BRADSHAWS BAIL BONDING	203 W KERR ST		SALISBURY	NC	28144-4330	312 N CHURCH ST	164483	1.03
BRADY BRAD D		7 PINE TREE RD		SALISBURY	NC	28144-6911	2628 OLD WILKESBORO RD	331 238	8.11
BRADY JOHN WILLIAM JR & WF	BRADY ELIZABETH ANN AGNER	125 WELLINGTON DR		SALISBURY	NC	28144	125 WELLINGTON DR	325C248	45.94
BRANSON PETHEL		22 N LEE STREET		SALISBURY	NC	28144	0 E GLENVIEW DR	462F004	15.91
BRANSON PETHEL		122 N LEE STREET		SALISBURY	NC	28144	11690 US 52 HWY	366 096	2.05
BRANSON PETHEL		122 N LEE STREET		SALISBURY	NC	28144	250 HIDDEN OAKS DR	634B049	10.92
BRANSON PETHEL		122 N LEE STREET		SALISBURY	NC	28144	613 MULBERRY LN	403B074	20.08
BRANSON PETHEL PA		122 N LEE STREET		SALISBURY	NC	28144	1045 BARRINGER RD	454 034	10.39
BRANSON PETHEL PA		122 N LEE STREET		SALISBURY	NC	28144	0 BARRINGER RD	454 040	9.16
BRANSON PETHEL PA		122 N LEE STREET		SALISBURY	NC	28144	1135 BARRINGER RD	454 073	31.08
BRAWLEY DENNIS GERALD	BRAWLEY PAMELA ADCOCK	6825 PLYLER RD		KANNAPOLIS	NC	28081	0 PLYLER RD	249B207	1.79
BRAWLEY SYLINDER L		422 WILLOW RD		SALISBURY	NC	28147	422 WILLOW RD	329C213	10.76
BRBOROVIC DRAGISA & WF	BRBOROVIC DRAZENA	1520 W COLONIAL DR		SALISBURY	NC	28144	1520 W COLONIAL DR	331 110	3.78
BRENDA ROSIBEL OCHOA		913 NEWSOME RD		SALISBURY	NC	28146		174498	2.59
BRENDLE DAVID M		1208 FORESTDALE DR		SALISBURY	NC	28144	1208 FORESTDALE DR	326A090	23.18
BRIGMAN SANDRA BRADY		179 FRANKS FARM LN		SALISBURY	NC	28146-7118	179 FRANKS FARM LN	625 163	2.53
BRISTOL JAMES E & WF	BRISTOL CLAIRE Y	119 DEER CHASE LN		ROCKWELL	NC	28138	119 DEER CHASE LN	357E349	66.67
BRITTAIN C MARK OD PA		644 STATESVILLE BLVD STE 1		SALISBURY	NC	28144-2281	644 STATESVILLE BLVD	164524	2.59
BROADWAY DARRELL J		120 S FISHERMAN LANE		SALISBURY	NC	28146-7504	120 S FISHERMANS LN	509A061	2.08
BROADWAY HAROLD LEONARD		529 S LITTLE TEXAS RD		KANNAPOLIS	NC	28083	215 E 30TH ST	156 099	5.59
BROOK MINISTRIES INC (THE)		1422 S MAIN ST		KANNAPOLIS	NC	28081	2170 S US 29 HWY	129 154	14.06

BROOKS CARLTON KEITH JR & WF	BROOKS DONNA	1030 RUSTIC LN NW		CONCORD	NC	28027	465 PLAYGROUND LN	500C601	1.89
BROTHERS HOMEBUILDERS LLC		2165 ENON CHURCH RD		SALISBURY	NC	28147	327 ASHBROOK RD	329 03701	8.53
BROUGHTON CHARLES WAYNE		3731 OLD MOCKSVILLE RD		SALISBURY	NC	28144-9082	3731 OLD MOCKSVILLE RD	308 051	14.34
BROUGHTON CHARLES WAYNE		3731 OLD MOCKSVILLE RD		SALISBURY	NC	28144-9082	3565 LONG FERRY RD	605 00703	8.53
BROWN DUKE C SR	BUSINESS CONNECTION THE	1230 PANTHER POINT RD.		RICHFIELD	NC	28137	618-B N SALISBURY AVE	164547	1.29
BROWN KEN & WF	BROWN NANCY	1571 DIAMOND LAKE RD		GLASTONBURY	CT	6033	0 SUNSET POINTE DR	606H061	18.57
BROWN MARTHA ANN RUSSELL		PO BOX 221		WELCOME	NC	27374	518 WOODLAND DR	363A097	17.00
BROWN MICHAEL G & WF	BROWN KATHA A	3320 SHUE RD		SALISBURY	NC	28147	3320 SHUE RD	476 078	3.79
BROWN OSCAR REID		106 ROSS ST.		CHINA GROVE	NC	28023	408 ROSS ST	118C04701	7.82
BROWN PAUL DOUGLAS	BROWN JILL ATWOOD	3595 MOOSE RD		KANNAPOLIS	NC	28083-9794		173648	1.11
BROWN TIMMY LEE	BROWN CRYSTAL DIAL	1202 SLOOP AVE		KANNAPOLIS	NC	28083	0 SLOOP ST	151 059	362.19
BRUNNHOELZL RACING INC		803 PERFORMANCE RD		MOORESVILLE	NC	28115-9597	803 PERFORMANCE RD	164569	4.57
BRYANT JAMES C JR	BRYANT KATHRYN E	340 CRAWFORD DR		SALISBURY	NC	28147-9583	344 CRAWFORD DR	755 183	1.03
BULLIS CRAIG		694 HIGHLAND RIDGE RD		MOORESVILLE	NC	28115-7738	0 CAL KENNEDY RD	277 045	2.17
BURNS RODNEY D & WF	BURNS JERRIE O	2865 PARKS RD		SALISBURY	NC	28147	2865 PARKS RD	826 023	29.94
BURRIS RANDALL W &WF	BURRIS JAN T	PO BOX 111		ROCKWELL	NC	28138	312 BRADFORD DR	623A157	14.83
BURWELL KIM L &WF	BURWELL REBECCA W	1010 BURWELL FARM RD		WESTFIELD	NC	27053-7432	290 SAILBOAT DR	500B643	6.05
BUSKIRK MARK RICHARD & WF	BUSKIRK JOYCE ANN	109 MIDDLE OAK DR		SALISBURY	NC	28146-0000		992193	39.43
BUTNER CHARLES L		170 READING RD		SALISBURY	NC	28147	170 READING RD	479A053	9.60
BUTTS JOSEPH PRESTON		PO BOX 1364		ROCKWELL	NC	28138-1364	0 MORGAN RD	521 038	2.77
BUTTS JOSEPH PRESTON		PO BOX 1364		ROCKWELL	NC	28138-1364	2430 MORGAN RD	521 048	1.69
BYRD PHILIP M III &WF	BYRD MAY QU	314 HOGANS VALLEY WAY		SALISBURY	NC	28144-8416	0 HOGANS VALLEY WAY	326L022	9.13
C & H GRAIN LLC	FARM EQUIP	440 SERENITY DR		CLEVELAND	NC	27013-9680	440 SERENITY DR	164637	11.75
C & S ADULT CARE LLC	DEAL CARE INN	1075 DEAL RD		MOORESVILLE	NC	28115-6719	1075 DEAL RD	178497	3.33
C & W STORAGE BUILDINGS/ OUTBACK	OUTBACK BUILDINGS	201 PROSPECT ST		LEXINGTON	NC	27292-3752		164643	22.65
C MARK BRITTAIN OD PA		644 STATESVILLE BLVD STE 1		SALISBURY	NC	28144	644 STATESVILLE BLVD	001B001	10.96
C MARK BRITTAIN OD PA		644 STATESVILLE BLVD STE 1		SALISBURY	NC	28144	644 STATESVILLE BLVD	001B002	10.98
C T HARRIS IMAGING INC		PO BOX 562		SALISBURY	NC	28145-0562	450 WHITE FARM RD	164655	2.07
CALDWELL JAMES E & WF	CALDWELL ANNIE L	221 W 13TH ST		SALISBURY	NC	28144	221 W 13TH ST	003 254	1,133.78
CALVARY BAPTIST TABERNACLE CH		3760 STOKES FERRY RD		SALISBURY	NC	28146	3780 STOKES FERRY RD	067 032	11.41
CAMPBELL KENNETH C	CAMPBELL SHERRY A	1745 ROLLINGWOOD DR		KANNAPOLIS	NC	28081	1745 ROLLINGWOOD DR	249E119	13.14
CAMPBELL KENNETH C	CAMPBELL SHERRY A	1745 ROLLINGWOOD DR		KANNAPOLIS	NC	28081	0 ROLLINGWOOD DR	249E124	1.89
CANINE DESIGNS		1006 N MAIN ST		KANNAPOLIS	NC	28081	1006 N MAIN ST	149 145	8.18
CANINE DESIGNS	CANINE DESIGNS	1006 N MAIN ST		KANNAPOLIS	NC	28081-2255	1006 N CANNON BLVD	168608	1.73
CANNON SHEILA DAWN		170 CANNON RD		SALISBURY	NC	28147	170 CANNON RD	457 064	16.59
CAPSTONE INVESTMENTS	TRUST ACCOUNT	PO BOX 5897		CONCORD	NC	28027	1403 JACKSON ST	151 292	21.75
CARAWAY DONNA S		169 FAIR SHARE RD		SALISBURY	NC	28147	169 FAIR SHARE RD	474 035	5.23
CARLSEN RICHARD GEORGE		320 SPENCE DR		SALISBURY	NC	28144	0 SPENCE DR	321 254	2.51
CARLTON PHILLIP L & WF	CARLTON PAULINE P	130 CHESTNUT ST		SALISBURY	NC	28144	130 CHESTNUT ST	015 294	21.50
CAROLINA FARM CREDIT ACA	ESCROW PROCESSING	PO BOX 100285		COLUMBIA	SC	29202-3285	8865 SHERRILLS FORD RD	758 009	1,109.05
CARTER CONNIE MARLENE		235 WAGON WHEEL WAY		SALISBURY	NC	28147	235 WAGON WHEEL WAY	207D104	14.78
CARTER LARRY ANGUS		136 SUMMER CHASE LN		MOORESVILLE	NC	28117	1965 CENTENARY CHURCH RD	572 054	4.69
CARTHENS JULETHIA	C/O ROBERT L THOMAS	930 HILLTOP TERR SE		WASHINGTON	DC	20019	213 RICE ST	156 199	211.42
CASTOR STANLEY		1852 HERITAGE RD		LORIS	SC	29569	1018 S MAIN ST	104 058	30.47
CASTOR STANLEY W & WF	CASTOR PEGGY J	1852 HERITAGE RD		LORIS	SC	29569	8975 CALDWELL RD	206 013	12.49
CAUBLE ALFRED RAY		5925 FISH POND RD		SALISBURY	NC	28146	4635 FISH POND RD	623 013	4.19
CAUBLE LINDA		2206 E INNES ST		SALISBURY	NC	28146-7884	2206 E INNES ST	065 030	12.90
CAUBLE LINDA GAYE		2206 E INNES ST		SALISBURY	NC	28146-7884		994055	27.35
CECIL & CECIL PA	WRIGHT ESTELLE	PO BOX 5666		HIGH POINT	NC	27262	514 S CHURCH ST	015 186	27.19
CENTRAL CAROLINA GYMNASATICS		P.O. BOX 1292		LEXINGTON	NC	27293-1293	625 CORPORATE CIR	060 139	141.39
CENTRAL PIEDMONT MANAGEMENT LLC OPERATIN	OVERCASH JOSIE BRANNON	1641 DALE EARNHARDT BLVD		KANNAPOLIS	NC	28083-3211	513 LOCUST ST	149 004	9.39
CENTURY COMPLETE		3091 GOVERNORS LAKE DR STE 300		NORCROSS	GA	30071-1133	1125 SILVERTRACE DR	325I137	62.59
CENTURY COMPLETE		3091 GOVERNORS LAKE DR STE 300		NORCROSS	GA	30071-1133	1140 SILVERTRACE DR	325I158	62.59
CENTURY COMPLETE		3091 GOVERNORS LAKE DR STE 300		NORCROSS	GA	30071-1133	1134 SILVERTRACE DR	325I159	62.59
CHAMBERS BARRY R & WF	CHAMBERS PATTI G	2425 PROVIDENCE CHURCH RD		SALISBURY	NC	28146	2425 PROVIDENCE CHURCH RD	614 050	27.42
CHAMBERS ERNEST E		108 ASHCRAFT DR.		MOORESVILLE	NC	28115-6915	0 ASHCRAFT DR	215 110	1.00
CHANDELLE FARMS LLC		611 MOCKSVILLE AVE		SALISBURY	NC	28144-2705	611 MOCKSVILLE AVE	164891	1.73
CHARLES JAMES HOYLE III	CHARLES MERINDA ASH	409 STALLINGS ROAD		MATTHEWS	NC	28104	370 LAKE LANDING DR	510A112	21.94
CHARTER MANUFACTURING INC	DIV OF CHARTER DURA-BAR INC	770 CEDAR SPRINGS RD		MEQUON	WI	53092	770 CEDAR SPRINGS RD	165613	10.43
CHAVIS JAMES W & WF	CHAVIS DEENA B	2208 KENWOOD DR		KANNAPOLIS	NC	28081	2208 KENWOOD DR	245D313	14.71
CHEESEMAN ENTERPRISES INC	CHEESEMAN JEAN E	9805 OLD BEATTY FORD RD		ROCKWELL	NC	28138-9203	0 ORGAN CHURCH RD	374 067	7.31
CHEESEMAN ENTERPRISES INC T/A	CHEESEMAN GENERAL STORE	9805 OLD BEATTY FORD RD		ROCKWELL	NC	28138-9203	9805 OLD BEATTY FORD RD	164916	8.80
CHILDERS ANITA M		201 EASY DR		SALISBURY	NC	28146-6722		994688	1.59
CHILDRESS JEFFREY HAROLD & WF	CHILDRESS DONNA REEFE	18 PINE TREE RD		SALISBURY	NC	28144	18 PINETREE RD	041 014	126.06
CHRISTNER JAMES		918 N MEADOWCROFT AVE		PITTSBURGH	PA	15216	250 SHUPING MILL RD	426 036000002	5.28
CHUNN ERVIN L		PO BOX 2544		SALISBURY	NC	28145-2544	2905 MOORESVILLE RD	463 289	18.33
CHUNN W. HERBERT		480 MORRISON ROAD BOX 273		WOODLEAF	NC	27054-9350	0 MORRISON RD	823 004	4.91
CHYRIWSKI JOHN R	CHYRIWSKI CAROL	248 EARLE AV		LYNBROOK	NY	11563-2115	0 BRINGLE FERRY RD	502 043	21.18
CKEZEPIS LAW PLLC		16745 BIRKDALE COMMONS PKWY #C		HUNTERSVILLE	NC	28078	378 ARROW POINT LN	249I018	55.40
CKEZEPIS LAW PLLC		16745 BIRKDALE COMMONS PKWY #C		HUNTERSVILLE	NC	28078	440 BAYMOUNT DR	307 232	162.33
CKEZEPIS LAW PLLC		16745 BIRKDALE COMMONS PKWY #C		HUNTERSVILLE	NC	28078	1575 GOLDEN LN	305 001	46.11
CKX INC	ATTN CHRIS KELLER	483 SWANDELL RD		MOUNT ULLA	NC	28125-7652	483 SWANDELL FARM RD	164999	53.08
CLAPP DIXIE H		5602 HIDDEN VALLEY RD		GREENSBORO	NC	27407	0 HOFFMAN LN	305 025	2.53

CLARK FUNERAL HOME, INC		923 INDIANA ST. PO BOC 804		KANNAPOLIS	NC	28083	323 RICE ST	156 189	192.12
CLAY BLAINE A & WF	CLAY SHIRLEY A	1880 FAITH RD		SALISBURY	NC	28146	0 FAITH RD	064 019	1.17
CLAY BLAINE A & WF	CLAY SHIRLEY A	1880 FAITH RD		SALISBURY	NC	28146	1880 FAITH RD	064 020	13.77
CLEMENT JEAN H TRUSTEE &	CLEMENT REGINALD	7101 E CHESAPEAK ST		HYATTSVILLE	MD	20785-5220	0 N LONG ST	052 059	20.85
CLEVELAND JOHNNY & WF	CLEVELAND ANNETTE L	136 HORSESHOE DR		SALISBURY	NC	28146-7516	136 HORSESHOE DR	500A054	16.05
CLICK BETTY H	CLICK BETTY HODGE	442 PARKWOOD RD		CLEVELAND	NC	27013	442 PARKWOOD RD	272C084	7.64
CLINE CHARLES ROBERT		640 LIPE RD		MOUNT ULLA	NC	28125-8778		995550	3.14
CLINE D RODNEY		2255 LIBERTY ROAD		GOLD HILL	NC	28071	2255 LIBERTY RD	523 007	1.47
CLINE HAROLD G	C/O HAROLD CLINE	902 WRIGHT AVE		KANNAPOLIS	NC	28083-3072	211 W 22ND ST	160 138	12.55
CLINES LANDSCAPES INC	% DOUGLAS W CLINE	225 BEECHCLIFF LN		SALISBURY	NC	28146-9061	225 BEECHCLIFF LN	165026	7.41
CLINES LANDSCAPING INC	CLINE DOUGLAS WAYNE	225 BEECHCLIFF LN		SALISBURY	NC	28146	0 OLD CONCORD RD	063 058	10.60
COATES LORENE	COATES LORENE T	1345 GHEEN RD		SALISBURY	NC	28147	0 EASTWAY LN	311 037	1.52
COBB RAYMOND DENNIS		170 SCOTT TRCE		SALISBURY	NC	28147	170 SCOTT TRC	463D011	21.29
COBURN CHARLES WAYNE		180 TREXLER RD		SALISBURY	NC	28146-7552		995888	14.01
COCKRELL DAVID LEE & WF	COCKRELL PAULA A	912 N CHAPEL ST		LANDIS	NC	28088	909 N CHAPEL ST	163 057	8.75
COCKRELL DAVID LEE & WF	COCKRELL PAULA A	912 N CHAPEL ST		LANDIS	NC	28088	912 N CHAPEL ST	163 092	8.18
COGGINS FINANCIAL SERVICES	COGGINS KAREN MYERS	2110 STATESVILLE BLVD		SALISBURY	NC	28147	2625 WOODLEAF RD	328 115	65.44
COGGINS MARY ELIZABETH		2025 SHUE RD		CHINA GROVE	NC	28023	2025 SHUE RD	111 037	16.88
COGGINS MARY ELIZABETH		2025 SHUE RD		CHINA GROVE	NC	28023	2065 SHUE RD	111 043	15.65
COLEMAN RICHARD E		11546 201ST ST		SAINT ALBANS	NY	11412	0 JOE SUMMERS RD	803B115	1.69
COLLINS LARRY WAYNE		220 ROSEMONT AVE		KANNAPOLIS	NC	28081-2536	220 ROSEMONT AVE	156 375	1.94
COLONIAL PIPELINE CO	ATTN: KEITH FUQUA	STE 100	1185 SANCTUARY PKWY	ALPHARETTA	GA	30009-4765	0 OLD FREEZE RD	246 005	1.86
COLONIAL PIPELINE CO	ATTN: KEITH FUQUA	STE 100	1185 SANCTUARY PKWY	ALPHARETTA	GA	30009-4765	0 OLD FREEZE RD	246 00507	1.66
CONNOLLY VINCENT P & WF	CONNOLLY ANGELA L	1707 WOODRUN CIR		SALISBURY	NC	28146	1707 WOODRUN CIR	058A229	43.64
COOKE HARRY R & WF	COOKE PATRICIA M	133 CANTEBERRY DR		SALISBURY	NC	28144	0 CANTEBERRY DR	325C347	6.76
COOKE HARRY R & WF	COOKE PATRICIA M	133 CANTEBERRY DR		SALISBURY	NC	28144	133 CANTEBERRY DR	325C348	48.64
COOKE HARRY R & WF	COOKE PATRICIA M	133 CANTEBERRY DR		SALISBURY	NC	28144	0 CANTEBERRY DR	325C349	5.00
COOPER LEGAL FIRM	IOLTA ACCOUNT	5620 CONCORD PKWY S STE 103		CONCORD	NC	28027	1113 LAUREN GLEN DR	114D013	20.02
COOPER LEGAL FIRM PC	IOLTA ACCOUNT	5620 CONCORD PKWY S STE 103		CONCORD	NC	28027	566 KIRK ST	123A175	1.68
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	2924 GLENDALE AVE	156B270	550.28
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	1334 HURLEY SCHOOL RD	456 114	529.09
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	1208 FORESTDALE DR	326A090	1,521.98
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	720 TIMBERLANE TR	462 092	1,762.37
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	725 RAINEY RD	355 117	1,141.84
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	1302 GRACEBROOK DR	479E012	1,469.52
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	1855 GOLD KNOB RD	634 142	1,028.89
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	1130 SHUE RD	114 006	1,144.57
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	0 ST LUKES CHURCH RD	629 008	99.41
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	207 ACELAND CIR	116 129	1,221.11
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	250 WATERSTONE DR	404B008	1,589.26
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	201 GALLANT CIR	130E014	250.00
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	305 AIRPORT RD	156 219	1,332.63
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	1016 E 10TH ST	151 433	799.78
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	159 PHEASANT LN	361B011	1,031.02
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	410 MORLAN PARK RD	065 075	1,205.15
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	212 W HARRISON ST	015 507	717.15
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	180 MOONLIGHT DR	639 048	852.24
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	250 KETCHIE ESTATE RD	124 006	68.31
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	265 STANWYCK RD	464B171	1,520.02
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	1345 WINDING CREEK RD	404C010	1,775.22
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	1811 DEWBERRY PL	063B016	2,060.35
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	1365 RICHARD RD	750 042	1,816.50
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	2510 WEDGEWOOD DR	065A126	1,966.08
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	223 WAGNER COUNTRY DR	418 128	1,160.67
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	203 TANGLEWOOD DR	249B121	1,005.66
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	512 W 7TH ST	149 276	1,240.00
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	505 MILLER RD	114 231	624.62
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	819 SPENCER LN	154B010	2,428.71
CORELOGIC CENTRALIZED REFUNDS		PO BOX 9202		COPPEL	TX	75019	501 MITCHELL AVE	013 393	2,547.49
CORL RACHEL HOFFMAN		2280 LIBERTY RD		GOLD HILL	NC	28071	720 PAN HANDLE RD	522 034	16.71
CORL RACHEL HOFFMAN		2280 LIBERTY RD		GOLD HILL	NC	28071	740 PAN HANDLE RD	522 108	1.87
CORL RACHEL HOFFMAN		2280 LIBERTY RD		GOLD HILL	NC	28071	2280 LIBERTY RD	523 087	7.96
CORPENING CHARLES E & WF	CORPENING MARY	PO BOX 37		EAST SPENCER	NC	28039	802 CEDAR ST	024 025	8.06
CORPENING CLAUDE LENARD	C/O JUANITA SHECK	PO BOX 1367		WEST BABYLON	NY	11704	609 WHITE ROCK AVE	649 096	9.36
CORRELL AMANDA C	CORRELL BYRON K	185 HAWKRIDGE LN		SALISBURY	NC	28146	0 COLTON LN	415 056	1.41
CORRIHER EVERETTE F		120 TAMARAC SHORES DR		SALISBURY	NC	28146-3537		997308	1.58
CORRIHER HAZEL G		2730 NC 153 HWY		CHINA GROVE	NC	28023-7589	2730 NC 153 HWY	235 056	20.93
COSNER LAW OFFICE		10125 BERKLEY PLACE DR		CHARLOTTE	NC	28262	562 KIRK ST	123A175	1.68
COSTA JASON WILLIAM		1170 NC 153 HWY		CHINA GROVE	NC	28023-7573	0 WOODLAND DR	131B109	2.41
COSTNER LAW FIRM		10125 BERKELEY PL DR		CHARLOTTE	NC	28262	2545 SCOTT ST	145A100	20.01
COSTNER LAW OFFICE PLLC		10125 BERKELEY PLACE DR		CHARLOTTE	NC	28262		988646	484.05
COSTNER LAW OFFICE PLLC		10125 BERKELEY PLACE DR		CHARLOTTE	NC	28262	150 LINN LOOP	244A003	1.64
COSTNER LAW OFFICE PLLC		10125 BERKELEY PLACE DR		CHARLOTTE	NC	28262	0 UPPER OVERCASH AVE	244A008	1.52

COSTNER LAW OFFICE PLLC		1025 BERKELEY PLACE DR		CHARLOTTE	NC	28262	0 UPPER OVERCASH AVE	244A009	1.69
COSTNER LAW OFFICE PLLC		10125 BERKELEY PLACE DR		CHARLOTTE	NC	28262	0 LINDA AVE	244A010	1.69
COX EDWARD & WF	COX SANDRA D	409 BROOKFIELD CIR		SALISBURY	NC	28146	409 BROOKFIELD CIR	416A095	16.94
COZART LYNN J		410 MOSES RD		ROCKWELL	NC	28138-9570		997802	1.17
COZART STANLEY A &	COZART RODNEY D	410 MOSES RD		ROCKWELL	NC	28138	400 W PARK DR	3881044	12.39
CRAIG CLYDE RONALD & WF	CRAIG SHEREE KIM	416 S ROWAN AVE		SPENCER	NC	28159	0 S ROWAN AVE	033 373	2.68
CRANFORD CHARLES		625 SHORE ACRES RD		SALISBURY	NC	28146		177533	1.46
CRAWFORD ANNE WAY		300 N. FULTON STREET #12		SALISBURY	NC	28144	995 CRAWFORD RD	602 047	15.13
CREATIVE HAIR STYLES		7730 POP BASINGER RD		ROCKWELL	NC	28138	7730 POP BASINGER RD	358 064	5.47
CRESS RODNEY G & WF	CRESS MILLIE W	3530 E NC 152 HWY		SALISBURY	NC	28146	1730 STIREWALT RD	112 171	54.40
CRESS RODNEY G & WF	CRESS MILLIE W	3530 E NC 152 HWY		SALISBURY	NC	28146	375 LENTZ RD	124 026	12.63
CRESS RODNEY G & WF	CRESS MILLIE W	3530 E NC 152 HWY		SALISBURY	NC	28146	3530 E NC 152 HWY	423 315	28.63
CRONER LINDA WRIGHT	BRIARCLIFF RD	PO BOX 696		ROCKWELL	NC	28138	406 BRIARCLIFF RD	364 127	46.02
CROSSROADS AUTOBODY INC	%BRANSON N LEFLER	5550 FAITH RD		SALISBURY	NC	28146-0367	5550 FAITH RD	165270	2.90
CURLEE JIMMY		317 BROWN ST		ROCKWELL	NC	28138	415 HYDE LN	641 078	1.20
CURRIE NANCY		2521 SCOTT ST		KANNAPOLIS	NC	28083	0 SCOTT ST	145A037	2.76
CURRY ZORAH FABER		219 CHESAPEAKE DR		SALISBURY	NC	28147	219 CHESAPEAKE DR	451A297	13.72
DALE CAROLYN MILLER		435 PHIFER RD		CLEVELAND	NC	27013	435 PHIFER RD	259 024	4.20
DANCY GAITHER CLINTON & WF	DANCY SYBLE W	235 PINEYWOOD ST		CHINA GROVE	NC	28023-8624	0 PINEYWOOD ST	128 130	1.18
DANG THANH LONG		4100 HAMPTON RD		SALISBURY	NC	28144-1200		173578	1.00
DARWICH ALI		6027 N TRYON ST.		CHARLOTTE	NC	28213	0 N MAIN ST	156 362	8.79
DAVES ENTERPRISES INC T/A	DAVES GRADING & HAULING	172 BARGER RD		SALISBURY	NC	28146-9501	172 BARGER RD	165359	4.68
DAVID Z BRUNNEN	ZUMBRUNNEN CHESTER DAVID JR	1121 HORTONS POND RD		EAGLE ROCK	NC	27523-5612	745 SELLS RD	325 047	17.23
DAVID Z BRUNNEN	ZUMBRUNNEN CHESTER DAVID JR	1121 HORTONS POND RD		EAGLE ROCK	NC	27523-5612	655 SELLS RD	325 242	12.93
DAVIS ELAINE LELIA PENCE		140 STANWELL CT		CLEMMONS	NC	27012-9070	0 CHENAULT RD	716 070	1.65
DAVIS ERNEST V	DAVIS ANN	2315 FOWLER ST		KANNAPOLIS	NC	28083	2315 FOWLER ST	144A015	2.84
DAVIS JAMES A		215 N MAIN ST		SALISBURY	NC	28144-4305	215 N MAIN ST	165368	7.13
DEAL JON MICHAEL &WF	DEAL TERESA L	8040 WRIGHT RD		KANNAPOLIS	NC	28081	8040 WRIGHT RD	247 202	12.56
DEE INDUSTRIES INC		120 JERDALO DR		CHINA GROVE	NC	28023-5682	120 JERDALO DR	165427	8.89
DEESE RICHARD K &WF	DEESE PATRICIA B	315 RED ROSE LN		MOORESVILLE	NC	28115-4283	315 RED ROSE LN	228 113	8.31
DELHAIZE AMERICA	PROPERTY TAX DEPARTMENT	PO BOX 1330		SALISBURY	NC	28145-1330	2085 HARRISON RD	165441	15.75
DELLINGER RICKY & WF	DELLINGER DORIS H	1280 OLD MOUNTAIN RD		STATESVILLE	NC	28677	0 ROCKY PT	258 019	1.22
DF WIRELESS BETA LLC		6316 OLD SUGAR CREEK RD		CHARLOTTE	NC	28273-4360	519 JAKE ALEXANDER BLVD W	171778	3.98
DF WIRELESS GAMMA 2 LLC		2831 N CANNON BLVD		KANNAPOLIS	NC	28083	2831 N CANNON BLVD	173814	1.71
DICKERSON MARY A	DICKERSON HUBERT GRANT III	174 KEATON RD		CLEVELAND	NC	27013	0 STEELE RD	714 014	2.29
DICKSON DAVID E & WF	DICKSON PAMELA I	327 PEACH ORCHARD RD		SALISBURY	NC	28147-8324	327 PEACH ORCHARD RD	407B097	7.08
DIEP NGOC PHAN SOLE PROP	REGAL NAILS SALON & SPA	2315 ELENDIL LN		CHARLOTTE	NC	28269-6975		179957	1.45
DISH NETWORK LLC		PO BOX 6623		ENGLEWOOD	CO	80155-6623	UNINCORPORATED ASSETS	165525	2.83
DIXON DAVID H		1050 HOUSTON LN		CLEVELAND	NC	27013-8885	1050 HOUSTON LN	280 039	1.49
DIXON DORIS Q		208 CAROLYN RD		SALISBURY	NC	28147-9618	208 CAROLYN RD	476B106	2.62
DIXON THOMAS F		3070 LINCOLN AV		SPENCER	NC	28159	0 HAWKINSTOWN RD	324 04501	1.35
DJR RENTALS LLC		425 EL CAMINO DR		SALISBURY	NC	28146		178814	1.51
DJR RENTALS LLC		425 EL CAMINO DR		SALISBURY	NC	28146-0000	2770 PATTERSON RD	207 039	2.43
DJR RENTALS LLC		425 EL CAMINO DR		SALISBURY	NC	28146-0000	170 EMMA RD	207 059	14.69
DJR RENTALS LLC		425 EL CAMINO DR		SALISBURY	NC	28146-0000	1840 PEACH ORCHARD RD	406A029	8.01
DJR RENTALS LLC		425 EL CAMINO DR		SALISBURY	NC	28146-0000	3321 MT HOPE CHURCH RD	422 189000002	4.75
DJR RENTALS LLC		425 EL CAMINO DR		SALISBURY	NC	28146-6710	120 EMMA RD	207 073	2.45
DJR RENTALS LLC		425 EL CAMINO DR		SALISBURY	NC	28146-6710	425 EL CAMINO DR	174416	9.18
DJR RENTALS LLC		425 EL CAMINO DR		SALISBURY	NC	28146-6710	507 VANCE AVE	017 075	9.08
DJR RENTALS LLC		425 EL CAMINO DR		SALISBURY	NC	28146-6710	737 HEILIGTOWN RD	052 102	6.75
DJR RENTALS LLC		425 EL CAMINO DR		SALISBURY	NC	28146-6710	4630 MT HOPE CHURCH RD	419 115	6.13
DOBBINS PETER MICHAEL		6122 SHARON RD		SALISBURY	NC	28147		100915	1.17
DOTY JIMMY L & WF	DOTY JEANIE A	309 BRADFORD DR		SALISBURY	NC	28146	309 BRADFORD DR	623A159	15.27
DR QUINN EAR NOSE & THROAT PC		25 LAKE CONCORD RD NE		CONCORD	NC	28025-3015	1933 JAKE ALEXANDER BLVD W	165577	1.27
DR QUINN EAR NOSE & THROAT PC		25 LAKE CONCORD RD NE		CONCORD	NC	28025-3015	1933 W JAKE ALEXANDER BLVD	331D001	31.13
DR QUINN EAR NOSE & THROAT PC		25 LAKE CONCORD RD NE		CONCORD	NC	28025-3015	1933 W JAKE ALEXANDER BLVD	331D003	29.85
DR VANCE THOMAS		477 CLAYTON TRL		SALISBURY	NC	28146	160 HAPPY HOLLOW RD	422A071	600.00
DRECHSLER PROPERTIES LLC		205 MAPLE ST		CLEVELAND	NC	27013	0 FORD ST	251 080	1.55
DRECHSLER PROPERTIES LLC		205 MAPLE ST		CLEVELAND	NC	27013	0 S DEPOT ST	251 081	2.34
DRECHSLER PROPERTIES LLC		205 MAPLE ST		CLEVELAND	NC	27013	105 RAILROAD ST	251 083	61.38
DRECHSLER PROPERTIES LLC		205 MAPLE ST		CLEVELAND	NC	27013	250 MIMOSA ST	272 027	17.48
DREXEL GEORGE B III & WF	DREXEL MARIAN D	790 FOSTER RD		CLEVELAND	NC	27013	790 FOSTER RD	256 010	27.84
DROBINKO JOHN T		102 YORKSHIRE DR		SALISBURY	NC	28144	102 YORKSHIRE DR	324C002	34.54
DRS BUSBY & WEBB PA		203 MOCKSVILLE AVE STE A		SALISBURY	NC	28144-3360	203 MOCKSVILLE AVE	165582	42.88
DSO		402 N MAIN ST		SALISBURY	NC	28144		174735	23.41
DUFFELL STEVEN L & WF	DUFFELL DONNA T	2850 OLD BEATTY FORD RD		CHINA GROVE	NC	28023	1110 CHALK MAPLE RD	138 049	10.07
DYMAX CORPORATION	ATTN PROP TAX DEPT	318 INDUSTRIAL LN		TORRINGTON	CT	06790-7709	1 WOODLAND RD	165625	4.29
E & A ALB INC		PO BOX 254		WELCOME	NC	27374-0254	215 N SALISBURY GQ AVE	180266	12.83
EABH PROPERTIES LLC		7 PINE TREE RD		SALISBURY	NC	28144-0000	5850 BERTIE AVE	481 006	26.41
EABH PROPERTIES LLC		7 PINE TREE RD		SALISBURY	NC	28144-0000	115 KARRI LN	481 007	32.54
EARLS LAWN CARE		125 CHESAPEAKE DR		SALISBURY	NC	28147		175163	1.01
EARLS LAWN CARE	EARLS LAWN CARE	125 CHESAPEAKE DR		SALISBURY	NC	28147-8850	125 CHESAPEAKE DR	168385	3.77
EARNHARDT LACEY J & WF	EARNHARDT GLADYS G	930 BETHEL DR		SALISBURY	NC	28144-7125	930 BETHEL DR	310A080	6.37

EDWARD H. CLEMENT PROPERTIES	OFFICE	310 S ELLIS ST		SALISBURY	NC	28144-4818	114 1/2 W INNES ST	165012	24.74
EDWARDS JACK LEONARD		8935 SW 102ND LN		OCALA	FL	34482-9533	0 MILFORD HILLS RD	062 00602	3.44
EGGLETON SCOTT D	EGGLETON AMY S	PO BOX 3476		SALISBURY	NC	28145-3476		103034	5.17
EGW ENTERPRISES, LLC		22 WINSTON STREET		THOMASVILLE	NC	27360	0 VILLA WOODS DR	419 198	2.53
ELDER JAMES RAY		134 DEWBERRY LN		STATESVILLE	NC	28625	2280 REDMON RD	275 017	7.34
ELLER CHRISTOPHER H		275 CLAY HODGES RD		BOONE	NC	28607-8820	108 SNIPE ST	159 108	11.47
ELLER TRUCK & TRAILER REPAIR INC	ELLER DEBORAH JONES	1020 PEELER RD		SALISBURY	NC	28144-7345	365 COUNTRY MEADOW TR	113 051	24.54
ELLER TRUCK & TRAILER REPAIR INC	ELLER DEBORAH JONES	1020 PEELER RD		SALISBURY	NC	28144-7345	0 PEELER RD	408 008	51.25
ELLER TRUCK & TRAILER REPAIR INC	ELLER DEBORAH JONES	1020 PEELER RD		SALISBURY	NC	28144-7345	1020 PEELER RD	408 037	95.54
ELLER TRUCK & TRAILER REPAIR INC	ELLER DEBORAH JONES	1020 PEELER RD		SALISBURY	NC	28144-7345	1160 PEELER RD	408 072	55.37
ELLER TRUCK & TRAILER REPAIR INC	ELLER DEBORAH JONES	1020 PEELER RD		SALISBURY	NC	28144-7345	0 PEELER RD	408 073	30.44
ELLIS BRANDI NICOLE		PO BOX 22		EAST SPENCER	NC	28039	1234 CELEBRATION DR	068E086	19.34
ELLISON DEBRA HARRIS		109 MANOR DR		SALISBURY	NC	28144-6638	109 MANOR DR	061A154	20.94
ELWOOD TYRONE A &	STACK PATRICIA S	330 MAINSAIL RD		SALISBURY	NC	28146-1400		103572	1.48
ENERCO ENERGY SERVICES INC		PO BOX 4527		SALISBURY	NC	28145	322 E COUNCIL ST	165738	19.51
ENERPHASE INDUSTRIAL SOLUTIONS	DBA AIR FLOW	203 AERO CT		GREENSBORO	NC	27409-9771	1850 POWELL RD	165740	2.12
ERVIN WILLIAM		205 SANDHILLS CT		MOORESVILLE	NC	28115-7420	125 LILLY AVE	021 04501	34.52
ESTATE OF GARY W HILL		1331 DUNRAVEN DR		MURFREESBORO	TN	37128-2721	404 CAROLINA AVE	362 086	6.35
ESTATE OF GARY W HILL		1331 DUNRAVEN DR		MURFREESBORO	TN	37128-2721	315 CAROLINA AVE	362 130	7.98
ESTATE OF GARY W HILL		1331 DUNRAVEN DR		MURFREESBORO	TN	37128-2721	309 CAROLINA AVE	362 131	10.87
ESTATE OF GARY W HILL		1331 DUNRAVEN DR		MURFREESBORO	TN	37128-2721	114 JOHNSON DAIRY RD	370 045	20.33
ESTATE OF GARY W HILL		1331 DUNRAVEN DR		MURFREESBORO	TN	37128-2721	120 JOHNSON DAIRY RD	370 047	4.55
ESTATE OF GARY W HILL		1331 DUNRAVEN DR		MURFREESBORO	TN	37128-2721	1115 SIDES RD	630 013	13.77
ESTATE OF GARY W HILL		1331 DUNRAVEN DR		MURFREESBORO	TN	37128-2721	1225 CELESTIAL DR	630A065	2.41
ESTATE OF GARY W HILL		1331 DUNRAVEN DR		MURFREESBORO	TN	37128-2721	1235 CELESTIAL DR	630A241	2.43
EUBANKS MARSHALL JUNIOR & WF	EUBANKS VIOLET M	904 CUB ST		KANNAPOLIS	NC	28081-9340		104002	2.70
EUDY TERRY LYNN	EUDY NORMA CARRIKER	470 SPORTSMAN DR		SALISBURY	NC	28146-2578	470 SPORTSMAN DR	500A467	18.11
EVANS GEORGE J & WF	EVANS DEBORAH C	1849 LEGANS RD		YADKINVILLE	NC	27055	0 W NC 152 HWY	119 030	3.85
EVANS REBA WIGGINS		408 E RYDER AVE		LANDIS	NC	28088-1444	408 E RYDER AVE	109 093	31.77
EVANS STEPHEN &WF	EVANS ROSE	2159 HAMBLIN ST		KANNAPOLIS	NC	28083-8712		104162	2.02
EVANS SUSAN JEAN		601 MAUPIN AV		SALISBURY	NC	28144-6325	601 MAUPIN AVE	014 009	26.62
EVERS MICHAEL DEVON		150 TEETER ST		CHINA GROVE	NC	28023		104289	5.65
EZFLOW LP		PO BOX 768		OLD SAYBROOK	CT	06475-4238	1030 CORPORATE CENTER DR	174289	211.01
F & M BANK		221 N MAIN ST		SALISBURY	NC	28144	105 HEMLOCK DR	329C204	1,625.74
F & M BANK		221 N MAIN ST		SALISBURY	NC	28144	1202 STONEWYCK DR	623F002	3,391.83
F & M BANK							1175 HILDEBRAND RD	751 047	1,483.74
F & M BANK							1146 BLUEBERRY RD	207G008	3,251.50
FABRINEERING LLC		8955 W NC 152 HWY		MOORESVILLE	NC	28115-4240	8955 NC HWY 152	178023	6.98
FAGAN STEPHEN DUANE		5715 DEL PAZ DR		COLONIAL SPRINGS	CO	80918	0 SHUE RD	114 259	3.49
FAGGART CAROLYN F		2830 DAUGHERTY RD		CHINA GROVE	NC	28023	0 LENTZ RD	127 118	8.64
FAIRWAY MORTGAGE		4750 S BILTMORE LN		MADISON	WI	53718	810 CRANE CREEK RD	058 514	36.52
FALLIN SAMUEL GRAYSON & WF	FALLIN AMANDA HART	175 GODBEY RD		SALISBURY	NC	28147	175 GODBEY RD	824 056	16.58
FARMERS & MERCHANTS BANK	GQ BRANCH	221 N MAIN ST		SALISBURY	NC	28144-4305	138 N SALISBURY AVE GQ	165866	6.07
FARMERS & MERCHANTS BANK	OPERATIONS CENTER	221 N MAIN ST		SALISBURY	NC	28144-4305	218 N SALISBURY AVE GQ	165869	20.08
FAULKNER PATRICIA JANE		630 COLEY RD		SALISBURY	NC	28146-8937	1025 COLEY RD	354 035	5.20
FERGUSON HAYES HAWKINS DEMAY	GRIFFIN JOE ANN	PO BOX 444		CONCORD	NC	28026	1250 WEATHERBY DR	359C018	19.91
FERO CONNIE HODGE		PO BOX 284		CLEVELAND	NC	27013-0284	4100 THIRD CREEK CHURCH RD	263 037	5.57
FESPERMAN FLORENCE F		160 WACCAMAW DR		SALISBURY	NC	28146	160 WACCAMAW DR	601 091	2.01
FESPERMAN RACHEL H		830 ST MATTHEW CHURCH RD		SALISBURY	NC	28146-5563	890 ST MATTHEWS CHURCH RD	510 058	12.00
FESPERMAN SAUNDRA KLUTTZ		1302 WELLINGTON HILLS CIR		SALISBURY	NC	28147	1302 WELLINGTON HILLS CIR	327B095	319.96
FIFIELD LEE STRONG		117 CIRCLE DR		SALISBURY	NC	28144-0000	117 CIRCLE DR	006 044	30.20
FINNEY SILAS TOMMY & WF	FINNEY MARGIE	6060 WRIGHT RD		KANNAPOLIS	NC	28081	6060 WRIGHT RD	249B349	8.77
FIRST INDUSTRIAL NC #1 LLC	% PETER M GODLEY	101 S TRYON ST STE 2420		CHARLOTTE	NC	28280	0 CIRCLE M DR	471 108	27.45
FLETCHER JEAN WRIGHT		728 KLUMAS RD APT 266D		SALISBURY	NC	28144	0 COLEY RD	354 174	1.72
FLINT DON A & WF	FLINT ALMA F	345 WOODBINE DR		SALISBURY	NC	28146	345 WOODBINE DR	056A075	4.24
FLORES LEONARDO PUGA &WF	AZUA NANCY GUADALUPE SANCHEZ	8480 SMITH RD		KANNAPOLIS	NC	28081	8480 SMITH RD	246 347	9.22
FLOWE PATRICIA BRADSHAW		545 OLD BRADSHAW RD		SALISBURY	NC	28147	545 OLD BRADSHAW RD	456 152	35.05
FORBIS BARBARA	FORBIS BARBARA DOBBINS ETAL	10677 EARNHARDT LAKE RD		DAVIDSON	NC	28036	230 STONEY KNOB LN	316 037	17.17
FORBIS BARBARA F & HS	FORBIS WALTER D	10677 EARNHARDT LAKE RD		DAVIDSON	NC	28036	6325 DENNY RUMPLE RD	249F006	7.63
FORTSON DIESEL REPAIR		200 MONTCLAIR DR		SALISBURY	NC	28144	101 FAIRFAX DR	057 04001	27.29
FORTSON DIESEL REPAIR INC	ATTN CARL D FORTSON	200 MONTCLAIR DR		SALISBURY	NC	28144-8720	200 MONTCLAIR DR	166021	1.68
FOSTER CURTIS RAY & WF	FOSTER SHEILA L	325 ROY CLINE RD		ROCKWELL	NC	28138	325 ROY CLINE RD	430A026	8.72
FOSTER CURTIS RAY & WF	FOSTER SHEILA L	325 ROY CLINE RD		ROCKWELL	NC	28138	0 CATFISH RD	505 055	5.83
FOSTER CURTIS RAY & WF	FOSTER SHEILA L	325 ROY CLINE RD		ROCKWELL	NC	28138	650 CATFISH RD	505 056	18.18
FOSTER HAROLD LEWIS	FOSTER MARGARET JEAN	250 WACCAMAW DR		SALISBURY	NC	28146	240 WACCAMAW DR	601 148	8.95
FOULK LINDA M/ FOULK STEVEN C	HATCH TAGE	2118 ENGLEWOOD ST		KANNAPOLIS	NC	28083	2118 ENGLEWOOD ST	158 214	17.83
FOWLER PHYSICAL THERAPY INC	% DELAINE FOWLER	1508 W INNES ST		SALISBURY	NC	28144-2504	1508 W INNES ST	166037	1.88
FRAIN ANNETTE	GARWACKI PIPER	342 ROBYNS GLEN CIRCLE		GREENSBORO	NC	27409	395 SUNSET POINTE DR	606H042	1,540.67
FRALEY SUSAN	FRALEY SUSAN H	15425 COOL SPRINGS RD		CLEVELAND	NC	27013	15425 COOL SPRINGS RD	715 012	17.98
FRALEY SUSAN H		15425 COOL SPRINGS RD		CLEVELAND	NC	27013	15425 COOL SPRINGS RD	715 024	14.13
FRANNY MCCARRAN PLUMBING	CONSTRUCTION INC	685 CENTENARY CHURCH RD		MOUNT ULLA	NC	28125-8715	685 CENTENARY CHURCH RD	174381	4.48
FRANNY MCCARRAN PLUMBING	CONSTRUCTION INC	685 CENTENARY CHURCH RD		MOUNT ULLA	NC	28125-8715	120 BELK RD	576 078	8.71
FREEMAN RUSSELL D		350 RIVERWALK DR		SALISBURY	NC	28146	350 RIVERWALK DR	646B006	48.17

FREEZE TONY RAY & WF	FREEZE MARY ANN BEAVER	275 BLACKSMITH LN		MOORESVILLE	NC	28115-7297	275 BLACKSMITH LN	216 023	16.85
FRIES CHERYL C	FRIES CHERYL	4313 PLANTATION RIDGE LN		GREENSBORO	NC	27409	0 OLD MOCKSVILLE RD	308 048	83.15
FRYE JESSE F JR SPECIAL ACCOUNT	FRYE ALMA LUCILLE T	1790 CHINA GROVE RD		CHINA GROVE	NC	28023-6618	2010 W C ST	249C127	3.64
FRYE JESSE F JR SPECIAL ACCOUNT	FRYE ALMA LUCILLE T	1790 CHINA GROVE RD		CHINA GROVE	NC	28023-6618	2012 W C ST	249C046	2.76
FRYE JESSE FOLGER JR/FRYE LUCILLE T		1790 CHINA GROVE RD		CHINA GROVE	NC	28023-6618	1790 CHINA GROVE RD	140 235	19.47
FULCHER BENNIE R & WF	FULCHER PATRICIA G	165 FLY FISHER DR		SALISBURY	NC	28147	185 FLY FISHER DR	207000000	1.19
FULCHER BENNIE R & WF	FULCHER PATRICIA G	165 FLY FISHER DR		SALISBURY	NC	28147	165 FLY FISHER DR	2070000000	11.21
FULCHER BENNY R & WF	FULCHER PATRICIA R	165 FLY FISHER DR		SALISBURY	NC	28147	629 S MAIN ST	015 395	6.10
FUNDERBURK CURTIS LEE JR & WF	FUNDERBURK DEBRA D	207 LOCUST ST		KANNAPOLIS	NC	28081-2224		107115	1.37
FUNDERBURK CURTIS LEE JR & WF	FUNDERBURK DEBRA D	207 LOCUST ST		KANNAPOLIS	NC	28081-2224	207 LOCUST ST	149 03001	16.32
GABRIEL BRENDA W		176 FLETCHER RD		ROCKWELL	NC	28138	176 FLETCHER RD	379B071	9.40
GABRIEL WENDY INGOLD		285 CEDAR SPRINGS DR		ATHENS GA	GA	30605	115 MILFORD HILLS RD	013 002	10.92
GAINEY FRANCES J		607 E 11TH ST		KANNAPOLIS	NC	28083	607 E 11TH ST	150 189	1,040.74
GAMEWELL MECHANICAL LLC		1417 JAKE ALEXANDER BLVD S		SALISBURY	NC	28146-8359	1417 JAKE ALEXANDER BLVD	166116	46.96
GARDNER TERRY LYNN		110 MIRACLE DR		SALISBURY	NC	28146-7031		107679	3.09
GARIBALDI DENNIS		830 POWELL ST APT 1		SAN FRANCISCO CA	CA	94108-2033	225 GRAY HAWK DR	372D013	31.36
GARMON DALE DERAY		1375 PHANIEL CHURCH RD		ROCKWELL	NC	28138-7605	1375 PHANIEL CHURCH RD	428 110	20.66
GARRETT CATHERINE		740 DEER LAKE RUN		SALISBURY	NC	28146-1234		107791	1.69
GAUTHIER WILLIAM J		2739 COLORADO LN		KANNAPOLIS	NC	28081-0000	2739 COLORADO LN	248A048	5.37
GCSG INVESTMENTS LTD		306 W 7TH ST SUITE 614		FORT WORTH	TX	76102	108 SAGE LN	381A145	6.87
GEE DONALD W & WF	GEE DAWN M	411 W 14TH ST		SALISBURY	NC	28144	0 DELTA DOWNS LN	321 118	1.86
GEIST ROBBY D		147 TIGER OAK LN		ROCKWELL	NC	28138		172573	1.01
GENESIS BAPTIST CHURCH OF	KANNAPOLIS NC	9710 OLD CONCORD RD		CHINA GROVE	NC	28023	285 SCERCY RD	429 0180102	20.56
GENESIS BAPTIST CHURCH OF	KANNAPOLIS NC	9710 OLD CONCORD RD		CHINA GROVE	NC	28023	225 SCERCY RD	429 062	17.11
GETTYS EDGAR WALTER & WF	GETTYS MARTHA O	14 BEAUREGARD DR		SPENCER	NC	28159	14 BEAUREGARD DR	043A031	57.55
GIBSON CINDY E		1083 HIDDEN CIR		SALISBURY	NC	28147	1083 HIDDEN CIR	477A006	8.69
GILBERT CAROLYN P & HUS	GILBERT MACDONALD G	1107 ARCHER FARM DR		SALISBURY	NC	28144	1107 ARCHER FARM DR	304A164	5.93
GILLIAM MARION DOUTIHIT		1025 LAKE FORD RD		SALISBURY	NC	28146	1025 LAKE FORK RD	610 002	19.36
GIUFFRIDA WILLIAM CARL		16990 MOORESVILLE RD		MOORESVILLE	NC	28115-6970	16990 MOORESVILLE RD	576 091	13.11
GLADDEN THEODORE		PO BOX 186		EAST SPENCER	NC	28039-0186		108552	25.38
GLOVER JOHNNY REID		1198 NC 152 E		CHINA GROVE	NC	28023-8478	1198 E NC 152 HWY	126 112	22.05
GOBBEL CARL J & WF	GOBBEL DOROTHY S	506 7TH ST		SPENCER	NC	28159	506 7TH ST	033 215	5.88
GOBBEL CARL J & WF	GOBBEL DOROTHY S	506 7TH ST		SPENCER	NC	28159	506 7TH ST	033 396	1.21
GOBLE THOMAS WESLEY SR & WF	GOBLE KARON ELLER	780 GROVER RD		SALISBURY	NC	28146	780 GLOVER RD	414 003	9.15
GODBOLT RONNIE T & WF	GODBOLT FAYE H	2600 W PARKTON TOBERMORY RD		PARKTON	NC	28371	0 AMITY HILL RD	280 053	1.15
GODLEYS GARDEN CENTER & NURSERY	GODLEY MARGARET K	2281 STATESVILLE BLVD		SALISBURY	NC	28147	0 RIVIERA DR	326M004	599.55
GODLEYS GARDEN CENTER & NURSERY	GODLEY MARGARET KIVETT	2281 STATESVILLE BLVD		SALISBURY	NC	28147	0 SARAZEN WAY	326L018	599.55
GODLEYS GARDEN CTR & NURSERY	INC	2281 STATESVILLE BLVD		SALISBURY	NC	28147-7108	2281 STATESVILLE BLVD	166234	2.19
GOODMAN CLYDE S		1005 SIDES ST		ROCKWELL	NC	28138-7591	1005 SIDES ST	356B05809	11.67
GOODMAN CLYDE S		1005 SIDES ST		ROCKWELL	NC	28138-7591	0 PARK DR	356B144	1.67
GOODMAN GREER N		1070 MAINSAIL RD		SALISBURY	NC	28146	0 BRIGGS RD	465A044	1.73
GOODMAN GREER N & WF	GOODMAN FLO S	1070 MAINSAIL RD		SALISBURY	NC	28146-9417	0 MAINSAIL RD	612 187	1.00
GOODMAN JAMES A &WF	GOODMAN SONJA R	1525 GOLD KNOB RD		SALISBURY	NC	28146	1525 GOLD KNOB RD	633 068	66.49
GOODMAN JOHN REID JR	GOODMAN RHONDA GAYE	7775 POP BASINGER RD		ROCKWELL	NC	28138	7775 POP BASINGER RD	358 095	173.01
GOODMAN JOHN REID JR	GOODMAN RHONDA GAYE	7775 POP BASINGER RD		ROCKWELL	NC	28138	7775 POP BASINGER RD	358 095	1,458.83
GOODMAN JOHN REID JR		7775 POP BASINGER RD		ROCKWELL	NC	28138-7507		109241	51.68
GOODMAN MYRON A MD PA		601 MOCKSVILLE AVE		SALISBURY	NC	28144-2746	601 MOCKSVILLE AVE	166257	3.65
GOODWIN DONALD C		4180 STOKES FERRY RD		SALISBURY	NC	28146-5075	4180 STOKES FERRY RD	617 056	7.27
GORDON OBE BOB		1005 MARIE AVE		KANNAPOLIS	NC	28083	1005 MARIE AVE	151 32301	13.93
GOULD RICHARD J SR & WF	GOULD SHELIA M	2210 AGNER RD		SALISBURY	NC	28146	2210 AGNER RD	641 074	11.15
GRAHAM ANAY		1367 E COLONIAL DR		SALISBURY	NC	28144-2211	1367 E COLONIAL DR	335 058	1,884.23
GRAHAM JOHN LEE JR		360 HIGH ROCK RD		GOLD HILL	NC	28071-8716	360 HIGH ROCK RD	540 085	9.07
GRAHAM LEONARD LLEWELLYN		3708 AYRSHIRE CT		HARRISBURG	NC	28075	1220 N LONG ST	052 014	6.88
GRAHAM RANDALL E & WF	GRAHAM SHARON B	1950 NEEL RD		SALISBURY	NC	28147	0 NEEL RD	455 087	37.48
GRAHAM WILLIAM	GRAHAM SHARI MARSHALL	525 N MAIN ST		SALISBURY	NC	28144-4303	2806 BYRON DR	326L020	121.49
GRANADOS VICTOR		402 KELARNEY RD		SUMMERVILLE	SC	29483	325 CORNWALL DR	472D039	4.21
GRAY BOX LLC		2424 BAXTER PL SE		CONCORD	NC	28025	0 N US 29 HWY	103 02502	13.53
GREEN KENNETH LEE		180 BECKYS LN		ROCKWELL	NC	28138		110353	2.41
GREEN KENNETH LEE		180 BECKYS LN		ROCKWELL	NC	28138	180 BECKYS LN	428 149	15.98
GREENE MELANIE MARIE		4179 JACK BROWN RD		SALISBURY	NC	28147	4179 JACK BROWN RD	453 111	13.25
GREENE NINA		175 DELAWARE AVE		FREEPORT	NY	11520	411 GRANT ST	026 24001	1.34
GREENE RUBY EARNHARDT		2880 ORGAN CHURCH RD		ROCKWELL	NC	28138	6275 FAITH RD	359 138	1.00
GREER SHIRLEY	GREER SHIRLEY ANN	129 POLARIUS DR		MOCKSVILLE	NC	27028-2658	5851 OLD MOCKSVILLE RD	307 033	5.17
GREGOR SHANE ALAN & WF	GREGOR PAMELA LENTZ	527 W HENDERSON ST		SALISBURY	NC	28144	527 W HENDERSON ST	006 281	31.15
GRENDZINSKI HELEN ANN		342 S SHERMAN ST		WILKES BARRE	PA	18702-5752	0 N LEE ST	030 151	5.80
GRIFFIN JAMES R & WF	GRIFFIN CONNIE B	2375 SIDES RD		ROCKWELL	NC	28138-9592		110621	2.53
GRIFFIN MARKETING GROUP INC	ROBINS THOMAS C	1935 S MAIN ST STE 102		SALISBURY	NC	28144-6754	909 S MAIN ST	166367	12.68
GRIMES RONNIE D	GRIMES PHYLLIS L	311 E 19TH ST		KANNAPOLIS	NC	28083	311 E 19TH ST	161 181	17.11
GRIMES RONNIE DALE		311 E 19TH ST		KANNAPOLIS	NC	28083-2692	309 E 19TH ST	161 182	11.56
GRIMSTEAD WILLIAM MICHAEL ESTATE		513 BEXLEY PLACE LN		KERNERSVILLE	NC	27284	0 AIRPORT LOOP	470 001000019	3.17
GROVES RONALD WAYNE &WF	GROVES SHARON MCCLUNG	120 AUTUMN GLENN DR		ROCKWELL	NC	28138-5609	120 AUTUMN GLEN DR	374D025	2.14
GULLETT PENNY CLINE		290 BARBER LYERLY RD		SALISBURY	NC	28147	290 BARBER LYERLY RD	820 047	5.41
GULLETT VIOLET LORENE		3325 W INNES ST		SALISBURY	NC	28144	3325 W INNES ST	320 061	4.75

HAGEN ERNESTINE		140 N HIGHTOP LN		CHINA GROVE	NC	28023-6424	140 HIGHTOP LN	111A027	3.32
HAGER JOEL LYNDON & WF	HAGER BERNICE C	555 BONANZA DR		SALISBURY	NC	28144-9424	555 BONANZA DR	310C200	9.00
HAGLER STEVEN A & WF	HAGLER ANGELA G	2205 CARMEL OAK LN		MONROE	NC	28112	0 OLD BEATTY FORD RD	543 111	4.56
HAIR BEATRICE MIRIAM		333 CROWELL LN		SALISBURY	NC	28146	333 CROWELL LN	609C051	27.15
HAJOCA CORPORATION #573	HUGHES SUPPLY	2001 JOSHUA RD		LAFAYETTE HILL	PA	19444-2431	531 S MAIN ST	166410	26.24
HALL KENNETH E	HALL CHAD	94 LOWER SHEPPARD TOWN RD		PELBARTON	WV	25670	155 ROCKY PT	258 016	159.73
HALL KENNETH E & WF	HALL BETTY L	94 KOWER SHEPPARDTOWN RD		DELBARTON	WV	25670		111511	56.45
HAMILTON JAMES DEAN		340 RANCHWOOD DR		SALISBURY	NC	28146-1095	340 RANCHWOOD DR	626 100	2.41
HAMILTON JOHN A	HAMILTON MARK A	304 N ESTES DR		CHAPEL HILL	NC	27514	300 N FULTON ST	006B014	22.82
HAMILTON JOHN A		304 N ESTES DR		CHAPEL HILL	NC	27514	300 N FULTON ST	006B019	26.72
HANEY TIMOTHY W		645 DOROTHY DR.		CHARLOTTE	NC	28203	225 ARCADIA RD	430 00302	5.88
HARDING NANCY F		323 TURNER ST		LANDIS	NC	28088-0000	323 TURNER ST	108 132	8.82
HARDY WENDY P		1145 E RIDGE RD		SALISBURY	NC	28144	1865 SELLS RD	321 243	2.55
HARDY WENDY PRUELL		1145 E RIDGE RD		SALISBURY	NC	28144	0 E RIDGE RD	321 286	1.16
HARKEY KENNETH		508 S CHAPEL ST		LANDIS	NC	28088	508 S CHAPEL ST	108 025	14.19
HARLAN ELLEN K &	HARLAN VALERIE ANN	124 SCHOOL LN		SPRINGFIELD	PA	19064	4060 WOODLEAF RD	317 013	3.11
HARP ANN-MARIE	HARP ANN MARIE	5675 NC 152 W		CHINA GROVE	NC	28023	5675 W NC 152 HWY	234 048	15.92
HARRIS RICK IRVIN		425 ROBIN RD		CHINA GROVE	NC	28023	425 ROBIN RD	138 024	6.63
HARRIS YASMIN L & HUS	HARRIS THOMAS H	116 GLENDOWER DR		SALISBURY	NC	28144	0 SECRETARIAT LN	322D076	2.92
HARRISON GEORGE F	HARRISON JENNIFER	1260 CAMP RD		SALISBURY	NC	28147	1260 CAMP RD	472A038	8.74
HARRY MARSH LAW	24 HOUR TITLE	1320 MATTHEWSNINT HILL RD		MATTHEWS	NC	28105	1516 E COUNCIL ST	058 018	26.00
HARRY MARSH LAW	REAL ESTATE TRUST ACCT	10550 INDEPENDENCE POINTE PKWY STE 302		MATTHEWS	NC	28105	125 LYERLY DR	356A028	5.07
HARRY MARSH LAW	REAL ESTATE TRUST ACCOUNT	1320 MATTHEWS-MINT HILL RD.		MATTHEWS	NC	28105	110 W 1ST ST	108 012	13.63
HARTLESS JEANNETTE A		305 INVERNESS LN		SALISBURY	NC	28146	305 INVERNESS LN	065H132	29.54
HARTSELL & WILLIAMS PA	CLANTON JEANNE S	PO BOX 368		CONCORD	NC	28026	245 FARM ESTATES DR	430B018	3,400.49
HASKELLS HARDWARE INC	HASKELL MARK	1450 PINNACLE WAY DR		LANDIS	NC	28088-1946	916 SPRINKLER DR	166508	12.69
HATHAWAY LEVIE C SR		230 TIMBER RIDGE DR		LEXINGTON	NC	27292-9708	370 ALAN CIR	472A019	5.15
HAWKINS DEBORAH L	%DEBORAH HAWKINS	1555 CANFIELD AVE		DAYTON	OH	45406	0 HAWKINSTOWN RD	324 207	3.58
HAYNES MARTHA SMALL		507 8TH ST		SPENCER	NC	28159	507 8TH ST	031 034	9.98
HEILIG ARNOLD L & WF	HEILIG FRANCES	808 BECKS NURSERY RD		LEXINGTON	NC	27292	2570 AGNER RD	643 018	10.00
HELMS LARRY E IRR TRUST	C/O PATRICIA LANKFORD	2041 BRANTLEY CREEK DR		KANNAPOLIS	NC	28083-4105	1140 CHINA GROVE RD	145 204	4.48
HELMS LARRY E IRR TRUST	C/O PATRICIA LANKFORD	2041 BRANTLEY CREEK DR		KANNAPOLIS	NC	28083-4105	2505 WINFIELD ST	145A06002	2.30
HELMS ROBERT B	HELMS HELEN M	13505 HIWASSEE RD		HUNTERSVILLE	NC	28078	0 MOUNTAIN RD	254 003	2.42
HEMAR INC	ATTN HECTOR MARQUEZ	1107 WESTLAKE DR		KANNAPOLIS	NC	28081-8151	1533 N RIDGE AVE	166551	3.15
HENDRICK J ENTERPRISES LLC	DBA LAKEVIEW FAMILY RESTAURANT	3075 DUNNS MOUNTAIN RD		SALISBURY	NC	28146-8043	9185 BRINGLE FERRY RD	177748	2.67
HENRY JOSEPH PATRICK &	HENRY VICTORIA MARIETTA TRUSTEES	1419 TROON DR		SALISBURY	NC	28144	1419 TROON DR	324H032	46.31
HEROD GLORIA S		1702 COLONIAL SHORES DR		HIXSON	TN	37343	0 BARRINGER RD	316 076	4.82
HERSHEY CREAMERY CO		301 S CAMERON ST		HARRISBURG	PA	17101	0 CORPORATE CIR	060 135	26.42
HERSHEY CREAMERY CO		301 S CAMERON ST		HARRISBURG	PA	17101	710 CORPORATE CIR	060 136	162.33
HEWITT TODD A		PO BOX 547		TROUTMAN	NC	28166-0547	0 HEWITT RD	262 020	1.38
HIATT JOEL BARTHEW & WF	HIATT NORMA	215 UNION HEIGHTS BLVD		SALISBURY	NC	28146	0 UNION HEIGHTS BLVD	071 163	11.34
HICKS STEVEN B &	HICKS DONNA L CO-TRUSTEES	335 CHESTERFIELD AV		NASHVILLE	TN	37212	102 RICE ST	156 065	11.26
HILL AILEEN		7930 BRINGLE FERRY RD		SALISBURY	NC	28146	7930 BRINGLE FERRY RD	643 037	8.16
HILL CAROLYN B		115 FOREST PARK DR		THOMASVILLE	NC	27360	715 N LEE ST	011 258	18.34
HILL CAROLYN B		115 FOREST PARK DR		THOMASVILLE	NC	27360	725 N LEE ST	011 403	17.42
HILL JERRY M & WF	HILL CAROL M	5795 FAITH RD		SALISBURY	NC	28146	5795 FAITH RD	420B031	25.08
HILTON ALLEN DALE		849 LEACH RD		SALISBURY	NC	28146	849 LEACH RD	416 008	13.64
HILTON PAMALEE P	HILTON PAMALEE P	5645 FISH POND RD		SALISBURY	NC	28146	5645 FISH POND RD	624 043	13.31
HINSON PATRICIA GRYDER		140 JACKSON RD		SALISBURY	NC	28146		177861	1.36
HINSON PATRICIA LEIGHT		1620 WILTSHIRE RD		SALISBURY	NC	28144	0 SHAVER RD	529 009	5.22
HOCHSTETLER ANDREW & WF	HOCHSTETLER WANDA R	1010 WILL BLACK RD		SALISBURY	NC	28147-6798	1010 WILL BLACK RD	303 046	1,651.02
HOCHSTETLER JUSTIN WF	HOCHSTETLER ESTHER	385 HOPE HILL RD		SALISBURY	NC	28147	11875 COOL SPRINGS RD	732 022	7.72
HOFFMAN JOHN		385 HOFFMAN LN		SALISBURY	NC	28147	385 HOFFMAN LN	305 051	16.17
HOFFMAN JOHN DOUGLAS	HOFFMAN VIVIAN ERWIN	385 HOFFMAN LN		SALISBURY	NC	28147	0 GOLDEN LN	305 065	10.42
HOFFMIRE CHARLES F		603 24TH AVE S		NORTH MYRTLE BEACH	SC	29582	512 2ND ST	035 015	22.10
HOFFNER DOROTHY C TRUSTEE		1676 GROVE PARK WAY		DECATUR	GA	30033	0 HINKLE LN	051 032	38.11
HOFFNER HELEN M	HOFFNER HELEN M	10204 OLD BEATTY FORD RD		ROCKWELL	NC	28138	10204 OLD BEATTY FORD RD	375 016	40.66
HOFFNER HELEN M	HOFFNER HELEN LYERLY	10204 OLD BEATTY FORD RD		ROCKWELL	NC	28138	1520 SIDES RD	357 11102	13.01
HOLBROOK DAN E		624 FLY FISHER DR		SALISBURY	NC	28147-6756	624 FLY FISHER DR	207H024	16.62
HOLLIS BONNIE B &	BRAWLEY OPHELIA BUTLER	119 E 30TH ST		KANNAPOLIS	NC	28081	119 E 30TH ST	156 09801	5.04
HOLLIS BONNIE B &	BRAWLEY OPHELIA BUTLER	119 E 30TH ST		KANNAPOLIS	NC	28081	0 E 30TH ST	156 09802	1.41
HOLSHOUSER ROBERT ALAN	HOLSHOUSER CARRIE MILLER	1120 SHIVE RD		SALISBURY	NC	28146	1120 SHIVE RD	432 092	9.79
HOLSHOUSER STEVEN CHRIS		8535 CASTOR RD		SALISBURY	NC	28146		116024	1.00
HOME AND APPLIANCE KING		118 CEDAR LANE DR		LEXINGTON	NC	27292	1718 N JACKSON ST	004 120	26.83
HOME AND APPLIANCE KING		118 CEDAR LANE DR.		LEXINGTON	NC	27292		124042	4.25
HOME STYLE HOMES OF NC LLC		1431 SUSSEX LN		SALISBURY	NC	28144-2136	1130 LAUREL ST	012 260	14.92
HONBARRIER ETHEL M		125 MIDSAIL RD		SALISBURY	NC	28146	480 DUNNS MOUNTAIN CHURCH RD	066 063	15.83
HONEYCUTT DONNA LYNN		390 PLEASANT COVE RD		SALISBURY	NC	28146	390 PLEASANT COVE RD	644B064	6.90
HONEYCUTT DOROTHY MAE		14201 OLD BEATTY FORD RD		ROCKWELL	NC	28138	14201 OLD BEATTY FORD RD	385 004	6.69
HONEYCUTT LINDA DEAL		245 ATWELL RD		MOUNT ULLA	NC	28125	255 ATWELL RD	205 017	34.74
HONEYCUTT MICHAEL JAMES		220 CHOATE RD		SALISBURY	NC	28146-3206	240 CHOATE RD	053 023	8.60
HONEYCUTT MICHAEL JAMES		220 CHOATE RD		SALISBURY	NC	28146-3206	0 CHOATE RD	053 049	3.11
HONEYCUTT SHERRY ELAINE		210 SYLVESTER RD		CHINA GROVE	NC	28023	210 SYLVESTER RD	127 011010001	5.41

HOOVER LOUISE A		6423 2ND PL NW		WASHINGTON	DC	20012	1027 OLD PLANK RD	008 15402	9.72
HORNE DAVID LEE		PO BOX 567		LANDIS	NC	28088	0 TONYS LN	415 103	2.48
HOSKINS CONTRUSTION LLC		3340 HELMSLEY CT		CONCORD	NC	28027	1106 BENTLEY CT	426D134	3.48
HOWARD JAMES M &WF	HOWARD LINDA J	1407 BRITTLE CREEK DR		MATTHEWS	NC	28105	200 S CALDWELL ST	009 030	14.92
HOWE FRANCES P		412 LUDWICK AVE		SALISBURY	NC	28146	412 LUDWICK AVE	069 03501	7.23
HOWE FRANCES PEAY		412 LUDWICK AVE		SALISBURY	NC	28146-5919	409 LUDWICK AVE	069 07804	7.31
HOYLE DAVID WILLIAM III		707 S FULTON ST		SALISBURY	NC	28144	707 S FULTON ST	015 136	9.84
HUDSON TERRY ALLAN		3865 ELKWOOD COURT		CONCORD	NC	28025		178881	1.26
HUGHES CHARLES EDWARD & WF	HUGHES BELVA LUCRETIA	130 CAMELOT RD		SALISBURY	NC	28147	130 CAMELOT RD	468B111	7.38
HUGHES WILLIAM DUSTY & WF	HUGHES NANCY N ETAL	1145 MCCANLESS RD		SALISBURY	NC	28146-2231	1145 MCCANLESS RD	053 025	28.38
HURST MICHAEL D & WF	HURST TONIA C	211 CHAPPARAL DR		SALISBURY	NC	28146-7195		117689	1.04
IDE MARK		6308 MARBELLA BLVD		APOLLO BEACH	FL	33572	603 LINCOLNTON RD	013 138	32.79
III CHARLES JAMES H		409 STALLINGS RD		MATTHEWS	NC	28104		180406	2.49
IL COLOSSEO ITALIAN RESTAURANT	& PIZZERIA INC	714 JAKE ALEXANDER BLVD W		SALISBURY	NC	28147-1221	714 JAKE ALEXANDER BLVD W	166833	11.31
INSPIRE CLOSING SERVICES LLC NC		420 ROUSER ROAD SUITE 500		MOON TOWNSHIP	PA	15108	404 EASTBROOK CIR	608B108	10.58
ISENHOUR CHARLES		114 REBEL RD		SALISBURY	NC	28144	122 N MAIN ST	102466	23.29
ISIOMA A OKONMAH DDS MPH PA	ALPHA FAMILY & COSMETIC DENTIS	PO BOX 2525		SALISBURY	NC	28145-2525	408 STATESVILLE BLVD	166893	9.31
J&E LAND HOLDING COMPANY LLC		PO BOX 400		DAVIDSON	NC	28036-0400	1639 AMBERLIGHT CIR	325I110	384.61
JACOBS CALVIN L & WF	JACOBS NANCY SPRY	625 EARNHARDT RD		SALISBURY	NC	28146	0 EARNHARDT RD	056 090	5.47
JACOBS GEORGE G	JACOBS FRANCES	205 W CENTERVIEW ST		CHINA GROVE	NC	28023-2511	205 W CENTERVIEW ST	102 11901	14.74
JACOBS MADELEINE BELGY		7220 SHADOWLAKE DR		CHARLOTTE	NC	28226-8229	203 E 21ST ST	161 208	6.66
JAMES KATHLEEN G &	MCPHILOMY JAMES P SR	318 BROWN ST		ROCKWELL	NC	28138-7533	318 BROWN ST	362 257	203.97
JAMES RIVER COMPANIES LLC		11047 LEADBETTER RD		ASHLAND	VA	23005-3408	805 KLUMAC RD	166947	12.96
JAMES Y FAUST - ATTY		111 W FISHER ST		SALISBURY	NC	28144	1009 QUAIL HAVEN DR	361B005	14.68
JAMES Y FAUST - ATTY		111 W FISHER ST		SALISBURY	NC	28144-	0 CARMI LN	309 107	31.69
JEFFERIES DARRIN		14173 COYOTE TRAIL DR		EL PASO	TX	79938-2762	507 E DIVISION AVE	029 086	178.15
JEWELL JAMES M & WF	JEWELL BETTY P	3124 COLD SPRINGS RD E		CONCORD	NC	28025	111 DEPOT ST	364 042	3.95
JOHN HUDSON		122 N LEE STREET		SALISBURY	NC	28144	420 WINDSOR DR	325B148	39.46
JOHN HUDSON		122 N LEE STREET		SALISBURY	NC	28144	11 POST OAK PL	329C237	14.03
JOHN HUDSON		122 N LEE STREET		SALISBURY	NC	28144	1453 N JACKSON ST	004 128	42.19
JOHN HUDSON		122 N LEE STREET		SALISBURY	NC	28144	0 N JACKSON ST	004 141	5.21
JOHNSEN ROBERT H JR & WF	JOHNSEN SUSAN	2475 N NC HWY 153		CHINA GROVE	NC	28023-7584	2475 NC 153 HWY	235 101	13.65
JOHNSON CONCRETE CO (72820)		PO BOX 1037		SALISBURY	NC	28145-1037		167026	1.50
JOHNSON KENNETH JAMES		5828 LOWER STONE CHURCH RD		ROCKWELL	NC	28138-7730		119523	2.16
JOHNSON RUTH HORTON & HUS	JOHNSON HERMAN W	305 AIRPORT RD		KANNAPOLIS	NC	28081	305 AIRPORT RD	156 219	20.29
JONES BRENDA		1015 PHIFER RD		CLEVELAND	NC	27013	0 THIRD CREEK CHURCH RD	263B036	160.36
JONES LAVONIA ANN		1023 N JACKSON ST		SALISBURY	NC	28144	1023 N JACKSON ST	003 215	10.43
JONES MICHAEL RICHARD		810 OLD STONE HOUSE RD		SALISBURY	NC	28146-2279	810 OLD STONE HOUSE RD	609 007	36.01
JONES REBEKAH D	ROGERS MACKENZIE H	135 STONEY HEIGHTS DR		SALISBURY	NC	28146-8760	135 STONEY HEIGHTS DR	353B076	16.61
JONES REBEKAH D &	ROGERS MACKENZIE H	135 STONEY HEIGHTS DR		SALISBURY	NC	28146-8760	135 STONEY HEIGHTS DR	353B076	1,090.92
JORDAN BETTY S		2410 MCGILL ST		KANNAPOLIS	NC	28081	2410 MCGILL ST	245A13804	2.00
JORDAN BRADLEY EUGENE		270 LOIS LN		SALISBURY	NC	28147-8802		120323	1.25
JUAREZ MIGUEL		135 ELYSE AVE		SALISBURY	NC	28147-8281		120607	1.39
K &K TRUCKING COMPANY OF ROCKWELL LLC	HINSON BEVERLY P	205 GALLOWAY DRIVE		ROCKWELL	NC	28138	8740 CASTOR RD	420 135	6.65
KANNAPOLIS ENGINE SERVICE	POTEAT CRYSTAL H	1450 N MAIN ST		CHINA GROVE	NC	28023	1450 N MAIN ST	117 047	78.47
KANNAPOLIS ENGINE SERVICE	POTEAT CRYSTAL H	1450 N MAIN ST		CHINA GROVE	NC	28023	210 HIDEAWAY DR	143 096	29.20
KANNAPOLIS ENGINE SERVICE	KANNAPOLIS ENGINE SERVICE	1450 N MAIN ST		CHINA GROVE	NC	28023-6433	1450 N MAIN ST	168646	12.64
KB RACING LLC		8085 PLANTING FIELDS PL		LAS VEGAS	NV	89117-7622	504 PERFORMANCE RD	167113	14.08
KB RACING MANAGEMENT LLC		8085 PLANTING FIELDS PL		LAS VEGAS	NV	89117-7622	504 PERFORMANCE RD	167114	1.04
KEELER JEFFREY JOHN		517 CAYMAN AV		HOLLY SPRINGS	NC	27540		171991	1.05
KEENE JERRY MIKE	KEENE VICKIE AGNER	1515 PARKVIEW CIR		SALISBURY	NC	28144-2643	1515 PARKVIEW CIR	021 072	22.76
KEENER GAITHER M JR & WF	KEENER BEVERLY B	5500 BIRCHFIELD CIRCLE		WAXHAW	NC	28173	0 LOWDER RD	454 032	2.47
KEENER GAITHER M JR & WF	KEENER BEVERLY B	500 BIRCHFIELD CIRCLE		WAXHAW	NC	28173	5860 SHERRILLS FORD RD	455 030	30.59
KEITH TRAWICK		607 RIVER BIRCH DR		SALISBURY	NC	28146	607 RIVER BIRCH DR	403L027	10.71
KEITH WILLIAM CECIL		170 SUN VALLEY DR		SALISBURY	NC	28146-7729	0 SUN VALLEY DR	421A112	1.70
KELLER ANN M		511 N ZION ST		LANDIS	NC	28088-1052		121117	71.91
KENT PHOEBE T		291 GOBBLE CREEK DR.		LEXINGTON	NC	27295	224 W MCCUBBINS ST	015 231	3.28
KEPLEY DAVID BRINGLE		2235 AGNER RD		SALISBURY	NC	28146	0 AGNER RD	641 013	4.78
KEPLEY DAVID BRINGLE		2235 AGNER RD		SALISBURY	NC	28146	2230 AGNER RD	641 016	4.09
KEPLEY TERRY L & WF	KEPLEY SUSAN T	490 COLEY RD		SALISBURY	NC	28146	420 UNION HEIGHTS BLVD	069 161	25.64
KERN MICHAEL J		1931 CHRISTY RD		FREMONT	OH	43420	167 GRAY GOOSE CIR	222B055	160.01
KESLER JOHN R TRUSTEE &	KESLER CATHERINE H TRUSTEE	PO BOX 652		FAITH	NC	28041-0652	225 BINDER MOUNTAIN RD	355 095	26.80
KESLER TOMMY R		255 RECREATION DR		SALISBURY	NC	28146		121686	1.98
KETCHIE MARK A		PO BOX 126		WOODLEAF	NC	27054	220 PARKER FARM RD	812 085	2.49
KETCHIE MARK ALLEN		217 BRAWLEY SCHOOL RD		MOORESVILLE	NC	28117	1375 QUARRY RD	812 051	2.11
KIKER JEFFREY LEE		133 E COUNCIL ST		SALISBURY	NC	28144-5019	0 MEADOW ST	033 404	5.89
KINARD RONALD EUGENE		3501 WINSLOW DR		CHARLOTTE	NC	28269	205 GLENN AVE	1481006	12.98
KING CLAUDIA A	KING CLAUDIA A	320 WAGON LN		SALISBURY	NC	28146	320 WAGON LN	421 019	10.84
KINTER RICHARD L & WF	KINTER VIVIAN A	7320 BRINGLE FERRY RD		SALISBURY	NC	28146	7320 BRINGLE FERRY RD	643 083	7.81
KIRKMAN ROBERT DAVID	KIRKMAN AMY ELIZABETH	395 OLD MILL POND RD		ROCKWELL	NC	28138	395 OLD MILL POND RD	375 068	8.45
KLAITH GREGORY THOMAS &WF	KLAITH CHERYL D	320 SAILBOAT DR		SALISBURY	NC	28146	0 SWIMMERS LN	500B314	2.00
KLATT PERRY J		890 GREENFIELD RD		CHINA GROVE	NC	28023-0000	890 GREENFIELD RD	236 064	7.12
KLUTTZ TONY LYNN		409 EASTWOOD DR		SALISBURY	NC	28146-7049		122910	1.04

KNIPP LAW OFFICE		8221 VILLAGE HARBOR DR BS		CORNELIUS	NC	28031-3706	1302 GRACEBROOK DR	479E012	22.38
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR BS		CORNELIUS	NC	28031-3706	1068 HASTINGS CT	138C014	4.29
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR BS		CORNELIUS	NC	28031-3706	2018 TOWNVIEW DR	249E086	14.24
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR. BS		CORNELIUS	NC	28031-3706	1717 SAWTOOTH CT	129N013	35.72
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR BS		CORNELIUS	NC	28031-3706	1128 BEAGLE RUN	619B145	961.03
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR. BS.		CORNELIUS	NC	28031-3706	810 S ZION ST	132 02801	26.82
KNIPP LAW OFFICE PLLC/ IOLTA ACCOUNT		8221 VILLAGE HARBOR DR BS		CORNELIUS	NC	28031-3706	700 NEWSOME RD	057A181	4.59
KNIPP LAW OFFICE PLLC/IOLTA		8221 VILLAGE HARBOR DR BS		CORNELIUS	NC	28031-3706	4210 RIDGE ST	407B039	11.97
KNOWLES MAXINE C	REVOCABLE LIVING TRUST	4048 NE MOON RIVER CIR		JENSEN BEACH	FL	34957	2013 SCHOFIELD PL	001C074	43.15
KNOX CONSTRUCTION CO	ATTN THOMAS ANDREW KNOX	395 R CARLYLE KNOX RD		MOUNT ULLA	NC	28125-6772	395 CARLYLE KNOX RD	167248	1.78
KONTEK INDUSTRIES INC		805 MCCOMBS AVE		KANNAPOLIS	NC	28083-3680	805 MCCOMBS AVE	167258	19.23
KOONS JOHN III		5348 CHANDLEY FARM CIR		CENTREVILLE	VA	20120	165 BIRCHWOOD DR	356D11202	2.10
KOONS JOHN III		5348 CHANDLEY FARM CIR		CENTREVILLE	VA	20120	175 BIRCHWOOD DR	356D266	2.10
KOONS KATRINA PEELER		5348 CHANDLEY FARM CIR		CENTREVILLE	VA	20120	0 OLD UNION CHURCH RD	054A006	2.65
KOTLARZ VICKIE		470 CLEARFIELD DR		MOORESVILLE	NC	28115	470 CLEARFIELD DR	243A089	17.56
KROHN TRACY DESIGNS		1509 1ST ST		SALISBURY	NC	28144-6601	0 HEILIG AVE	014 240	1.17
KURFEES DEBORAH		2985 WOODLEAF BARBER RD		CLEVELAND	NC	27013	2985 WOODLEAF BARBER RD	820 026000002	1.36
KURTZ LINDA B		201 E THOM ST		CHINA GROVE	NC	28023	0 W THOM ST	123 08301	5.37
KURTZ LINDA B		201 E THOM ST		CHINA GROVE	NC	28023	201 W THOM ST	123 08309	41.46
LA MARA GROUP LLC	LOS ARCOS MEXICAN RESTAURANT	ATTN PROPERTY TAX	1311 KLUMAC RD STE 1-G	SALISBURY	NC	28147-9086	1311 KLUMAC RD	167303	3.31
LAKE ROBERT		83 KIRK ST		SALISBURY	NC	28144	83 KIRK ST	018 179	11.53
LARRY & JUDY ALLEN REVOCABLE TRUST	ALLEN JUDY H	1800 JERICHO CHURCH RD		MOCKSVILLE	NC	27028-4221	0 SOUTH RIVER CHURCH RD	704 006	1.08
LASSITER & LASSITER ATTY	TRUST ACCOUNT	PO BOX 548		STATESVILLE	NC	28687	9980 COOL SPRINGS RD	810 016	4.37
LASSITER & LASSITER ATTY	TRUST ACCOUTN	PO BOX 548		STATESVILLE	NC	28687	9960 COOL SPRINGS RD	810 046	11.43
LAW FIRM CAROLINAS		3623 N ELM ST STE 200		GREENSBORO	NC	27455	1450 AMBERLIGHT CIR	325I124	6.99
LAW FIRM CAROLINAS		3623 N ELM ST STE 200		GREENSBORO	NC	27455	1131 SILVERTRACE DR	325I138	6.99
LAW FIRM CAROLINES		3623 N. ELM ST STE 200		GREENSBORO	NC	27455	1139 SILVERTRACE DR	325I139	6.99
LAW OFFICE OF WILFORD V WEST	REAL ESTATE TRUST	116 S MAIN ST SUITE 201		MOORESVILLE	NC	28115	1 SHIVES ST	018 102	20.03
LAW OFFICE OF WILFORD WEST	REAL ESTATE ACCOUNT	116 S MAIN ST SUITE 201		MOORESVILLE	NC	28115	3 SHIVES ST	018 031	1,307.21
LAW OFFICE OF WILFORD WEST	REAL ESTATE TRUST ACCOUNT	116 S MAIN ST SUITE 201		MOORESVILLE	NC	28115	2 SHIVES ST	018 032	1,307.21
LAW OFFICE OF WILFORD WEST	REAL ESTATE TRUST	116 S MAIN ST SUITE 201		MOORESVILLE	NC	28115	124 CRAWFORD ST	018 227	19.69
LAW OFFICE OF WILFORD WEST	REAL ESTATE TRUST	116 S MAIN ST SUITE 201		MOORESVILLE	NC	28115	128 CRAWFORD ST	018 228	19.67
LAWLOR MARK S		217 BRAWLEY SCHOOL RD		MOORESVILLE	NC	28117	631 N CRAIGE ST	006 253	28.23
LAWLOR MARK S		631 N CRAIGE ST		SALISBURY	NC	28144	0 N CRAIGE ST	006 254	3.22
LAZY 5 RANCH VETERINARY SRV IN		PO BOX 1946		SALISBURY	NC	28145-1946	3002 S MAIN ST	167366	6.74
LE TONY	PARADISE NAILS	227 FAITH RD #H		SALISBURY	NC	28146-7005	227 FAIRH RD #H	178597	1.79
LEATHERMAN GERALDINE SHOAF		PO BOX 21		WOODLEAF	NC	27054-0021	320 FOUR OAKS RD	801 021	12.92
LEATHERMAN GERALDINE SHOAF		PO BOX 21		WOODLEAF	NC	27054-0021	0 FOUR OAKS RD	801 025	1.25
LEAVITT MARY T		1940 CANNON ST EXT		ROCKWELL	NC	28138-9443	1940 CANNON ST	372 075	2.34
LEAZER BOBBY LEE &	LEAZER JOTTY JO	4855 BRINGLE FERRY RD		SALISBURY	NC	28146-7109	4855 BRINGLE FERRY RD	616A003	14.46
LEFEVERS PATRICIA RUFTY		301 SILLS DR		SALISBURY	NC	28146	301 SILLS DR	065D187	26.63
LENTZ CHARLES H		3385 PHANIEL CHURCH RD		ROCKWELL	NC	28138	3385 PHANIEL CHURCH RD	435 021	19.25
LENTZ CHARLES H		3385 PHANIEL CHURCH RD		ROCKWELL	NC	28138	0 PHANIEL CHURCH RD	435 031	3.33
LENTZ DOUG	LENTZ JUDY	1400 AGNER RD		SALISBURY	NC	28146	0 FLAT CREEK CHURCH RD	530 002	99.66
LENTZ GENERAL STORE		9020 STOKES FERRY RD		SALISBURY	NC	28144-7548	9020 STOKES FERRY RD	172315	5.19
LEON EDGAR EFREN/CLAUDIA		1088 WILDFLOWER LN		SALISBURY	NC	28147-5674	1088 WILDFLOWER LN	168759	10.29
LEON EDGAR/CLAUDIA		1088 WILDFLOWER LN		SALISBURY	NC	28147	1088 WILDFLOWER LN	221C005	13.18
LEON-GARCIA EDGAR		1088 WILDFLOWER LN		SALISBURY	NC	28147	0 OLD CONCORD RD	414 060	25.72
LERETA TAX & FLOOD SERVICES		901 CORPORATE CENTER DR		POMONA	CA	91768	1002 W MONROE ST	008 056	1,455.30
LERETA TAX & FLOOD SERVICES		901 CORPORATE CENTER DR		POMONA	CA	91768	100 MCCLEAVE RD	130A014	335.44
LERETA TAX & FLOOD SERVICES		901 CORPORATE CENTER DR		POMONA	CA	91768	4746 SHERRILLS FORD RD	456 111	461.37
LGFCU		PO DRAWER 25279		RALEIGH	NC	27611	2835 GRACE CHURCH RD	479B022	1,605.87
LGFCU		PO DRAWER 25279		RALEIGH	NC	27611	175 DANIELS RD	320A268	1,241.43
LGFCU		PO DRAWER 25279		RALEIGH	NC	27611	3735 BRINGLE FERRY RD	056 020	867.73
LIESMAN THOMAS DAN		12150 STOKES FERRY RD		GOLD HILL	NC	28071	12150 STOKES FERRY RD	527 028	7.93
LINEBERRY SCOTT A &WF	LINEBERRY WENDY B	224 SIR OLIVER PLACE		ROCKWELL	NC	28138	224 SIR OLIVER PL	431C069	37.58
LINKER PEGGY SLOOP		760 PATTERSON RD		SALISBURY	NC	28147	720 PATTERSON RD	200 015	18.28
LINKER RONNIE LINN		220 PANFISH LN		SALISBURY	NC	28146-7530	220 PANFISH LN	509A211	1.12
LISENBY FLOYD S & WF	LISENBY PHYLLIS M	125 OAK AVE		CHINA GROVE	NC	28023-9585	125 OAK AVE	235 121	7.82
LITAKER MICHAEL W & WF	LITAKER LILIANA	123 TANGLEWOOD DR		KANNAPOLIS	NC	28081	123 TANGLEWOOD DR	249B070	23.94
LITTLE ALBERT RAY &WF	LITTLE ELIZABETH GAIL	215 JAN MAR DR		CHINA GROVE	NC	28023-0000	215 JAN MAR DR	121B02802	1,130.20
LIVENGOOD CARRIE RUTH WARREN		3230 3RD CREEK CHURCH RD		CLEVELAND	NC	27013	3230 THIRD CREEK CHURCH RD	260 026	2.29
LOCKHART DENNIS KEVIN	K AND L TRUCKING	489 MAPLE RIDGE CIRCLE		SALISBURY	NC	28147-6747	489 MAPLE RIDGE CIRCLE	175122	5.34
LOCKLEAR ROGER R		608 KENLOUGH DR		CHARLOTTE	NC	28209	209 S MERRITT AVE	005 018	13.09
LOCKLEAR ROGER R		608 KENLOUGH DR		CHARLOTTE	NC	28209	118 CIRCLE DR	006 056	14.60
LOFTYS HOMES LLC	LOTFY MAIA	1384 WHITMAN DR		CONCORD	NC	28027	160 BARNWOOD DR	436B006	5.24
LOHR HILDEGARD S		428 REYNOLDS ST		SALISBURY	NC	28146	428 REYNOLDS ST	070 025	3.76
LOMAX BOBBY A & WF	LOMAX BETTY	1653 WILTSHIRE RD		SALISBURY	NC	28144	1653 WILTSHIRE RD	333 046	56.65
LONG LAFAYETTE J SR &WF LONG KATHY S &	LONG ROBERT	4218 LESTER HILL CT		CHARLOTTE	NC	28269-0000	0 ROBINSON RD	052 129	4.76
LOONEY HARRY WM	ALLISON LOIS	PO BOX 186		CLEVELAND	NC	27013-0186	407 W MAIN ST	252 033	31.80
LOONEY PEGGY S &	LAKE HAZEL	326 HIDDEN CREEK CIR		SALISBURY	NC	28147	326 HIDDEN CREEK CIR	326C008	31.38
LORA BELLE BABY LLC		221 S MAIN ST		SALISBURY	NC	28144-4943	221 S MAIN ST	167523	1.61
LORICK PROPERTIES		10004 BRANCH VIEW CT		SILVER SPRING	MD	20903	217 W MARSH ST	015 198	25.92

LOTFY'S HOMES LLC		1384 WHITMAN DR NW		CONCORD	NC	28027-6090	108 KIOWA CT	120A010	5.78
LOTFY'S HOMES LLC		1384 WHITMAN DR NW		CONCORD	NC	28027-6090	0 LAKE WRIGHT RD	225 094	5.20
LOTHARP WALTER J & WF	LOTHARP DELORES	612 WHITE OWL FOREST DR		AUGUSTA GA	GA	30909	1143 BARBOUR ST	025 033	5.39
LOTHARP WALTER J & WF	LOTHARP DELORES	612 WHITE OWL FOREST DR		AUGUSTA GA	GA	30909	0 BARBOUR ST	025 034	1.65
LOVE ELIZABETH H		14103 OLD BEATTY FORD RD		ROCKWELL	NC	28138-7787	0 EMANUEL CHURCH RD	385 050	5.58
LOVE'S RECYCLING	LOVE TAMARA L	661 OLD CHARLOTTE RD		CONCORD	NC	28027		126725	63.14
LUCKY TURN AROUND CORP	% KRISTON BURTON (BAR EQUIP)	1560 S US 29 HWY		CHINA GROVE	NC	28023-6678	1560 US HWY29 S	167547	1.79
LUTZEL BROADWAY & ASSOCIATES/ TA		3440 TORRINGDON WAY STE 308		CHARLOTTE	NC	28277	1780 WEAVER RD	210 040	1,364.18
LYMAN SALLIE RITCHIE & HS	LYMAN WALTER E JR	801 N CHAPEL ST		LANDIS	NC	28088	801 N CHAPEL ST	163 064	102.37
M&M FRAMING LLC		4988 IRISH POTATO RD		KANNAPOLIS	NC	28083	1200 LOUISE AVE	151 056A	6.49
M&M FRAMING LLC		4988 IRISH POTATO RD		KANNAPOLIS	NC	28083-9659	2771 MCFARLAND DR	417 317	1.95
MANNING THOMAS EDWARD		4220 RIDGE ST		SALISBURY	NC	28147-8345	4222 RIDGE ST	407B064	1.69
MAPHIS DONALD SCOTT & WF	MAPHIS MARY J	450 BONAVENTURE DR		SALISBURY	NC	28147	455 BONAVENTURE DR	463L033	211.77
MARTIN DANIEL		1047 HUNTERS RUN DR		FORT MILL	SC	29708	235 S FISHERMANS LN	509A168	5.41
MARTIN GINGER H		3692 SUMMER HAVEN DR		SHERRILLS FORD	NC	28673	0 CHENAULT RD	258 006	5.14
MARTIN ROOSEVELT & WF	FARRIES-MARTIN GLORIA DENISE	2924 GLENDALE AVE		KANNAPOLIS	NC	28081	2924 GLENDALE AVE	156B270	8.38
MARTINRAY HOLDINGS, LLC		114 MORLAKE DR STE 103		MOORESVILLE	NC	28117	0 GODBEY RD	825 050	7.97
MASSEY HATTIE MAE		2103 CHANTILLY LN		SALISBURY	NC	28146	2103 CHANTILLY LN	063C225	28.27
MASTEREK SEATING		1617 4TH ST		SALISBURY	NC	28144-6622	201 PEACH ORCHARD RD	170581	17.80
MATTHEW RIVERA DMD PLLC	KANNAPOLIS FAMILY DENTISTRY	814 SLOOP AVE		KANNAPOLIS	NC	28083-2992	814 SLOOP AVE	179820	3.86
MATTHEWS MARGARET BECK	305 CRESENT HEIGHT DR	PO BOX 77		FAITH	NC	28041	305 CRESCENT HEIGHTS DR	426B117	8.31
MATVIYCHUK OLHA &	BOEV ROMAN	130 DEVON DR		SALISBURY	NC	28147-7843	130 DEVON DR	464B068	19.57
MAXWELL BRIAN LEE		370 KNIGHT FARM RD		CHINA GROVE	NC	28023-6583		174991	35.02
MAXWELL JANE C		1230 CRANE VIEW		SALISBURY	NC	28146-0000	1230 CRANE VIEW RD	612E031	70.31
MAYO CLARENCE &WF	MAYO BRENDA	8565 CROOKED OAK LN		KANNAPOLIS	NC	28081	8565 CROOKED OAK LN	248 109	11.60
MCCALLUM PERRY LAVOSSE		1054 BURKESWAY DR		SALISBURY	NC	28146-8670		128956	38.42
MCCORKLE BARBARA F		427 N SALISBURY AVE		SPENCER	NC	28159	427 N SALISBURY AVE	036 078	949.65
MCCORKLE MELONEY LEIGH		4810 FINCH ST		KANNAPOLIS	NC	28081	4810 FINCH ST	249D025	510.34
MCCULLOUGH LAWRENCE III & WF	MCCULLOUGH VONNIE R	413 S MLK JR AVE		SALISBURY	NC	28144	413 S MARTIN LUTHER KING JR AVE	019 475	17.21
MCDANIEL CHAD L & WF	MCDANIEL RENEE M	9181 BRINGLE FERRY RD		SALISBURY	NC	28146	9181 BRINGLE FERRY RD	644 050	53.99
MCDANIEL CHAD LEE		9181 BRINGLE FERRY RD		SALISBURY	NC	28146		171406	2.18
MCDANIEL JOANN I		725 W CARROLL ST		KISSIMMEE	FL	34741	0 MT VERNON RD	720 038	1.22
MCDANIEL RAYMOND		4189 CHAPEL LAKE DR		DECATUR	GA	30034	160 PICKLER RD	307B086	6.75
MCDANIEL RAYMOND		4189 CHAPEL LAKE DR		DECATUR	GA	30034	475 NEELYTOWN RD	482 195	3.81
MCGUIRE GARY E		PO BOX 426		CARRBORO NC	NC	27510	0 STATE RD	145 201	9.32
MCILWAINE ALTA MAE		5754 OLVERA AVE		SAN DIEGO	CA	92114	0 SHERRILLS FORD RD	459 092	2.43
MCINTYRE HERMAN L		120 WESTFIELD DR		CLEVELAND	NC	27013-8978		129867	1.00
MCINTYRE HERMAN L		120 WESTFIELD DR		CLEVELAND	NC	27013-8978	120 WESTFIELD DR	260 037	3.23
MCINTYRE HERMAN L		120 WESTFIELD DR		CLEVELAND	NC	27013-8978	0 WESTFIELD DR	260 038	1.63
MCINTYRE LINDA DELORES WRICE		2002 CARNATION DR		DURHAM	NC	27703	0 RAILROAD ST	649 089	2.56
MCKINNEY JANET S		485 LEONARD RD		SALISBURY	NC	28146	485 LEONARD RD	600 01301	6.74
MCKNIGHT GARRY		2080 N MAIN ST		CHINA GROVE	NC	28023	2080 N MAIN ST	115 015	7.31
MCWATERS CORA E	1165 MT. MORIAH CHURCH RD	PO BOX 5		LANDIS	NC	28088-0005	1165 MT MORIAH CHURCH RD	130 201	16.17
MEJIA HUGO B & WF	RODRIGUEZ MARIA S	1855 GRACE CHURCH RD		SALISBURY	NC	28147-8603	1855 GRACE CHURCH RD	478 143	8.09
MEJIA HUGO B & WF	RODRIGUEZ MARIA S	1855 GRACE CHURCH RD		SALISBURY	NC	28147-8603	0 SHUE RD	478 180	2.95
MENDEZ RITO		403 JACKSON PARK RD		KANNAPOLIS	NC	28083		172866	40.38
MENIUS THOMAS EUGENE & WF	MENIUS BARBARA L	1312 W A ST		KANNAPOLIS	NC	28081-9394		130672	1.48
MERRITT LAW PLLC		1610 DALE EARNHARDT BLVD		KANNAPOLIS	NC	28023	104 S ARBOR AVE	249E01601	5.03
MERRITT LAW PLLC		1610 DALE EARNHARDT BLVD		KANNAPOLIS	NC	28083	108 S BEAVER ST	109 095	16.94
MERRITT WILLIAM L & WF	MERRITT BECKY P	713 SALISBURY ST		CHINA GROVE	NC	28023	713 SALISBURY ST	101 06804	11.15
MICHAEL JERRY DAVID		605 W HENDERSON ST		SALISBURY	NC	28144	605 W HENDERSON ST	006 261	43.67
MICHAUD JASON PATRICK		PO BOX 2005		SALISBURY	NC	28145	1001 CRANE CREEK RD	058D342	93.68
MIDDLETON BETTY DR.		PO BOX 414		LANDIS	NC	28088	0 BOSTIAN RD	134 012	16.66
MIDDLETON JOHN R & WF	MIDDLETON SILVIA	1020 LINDLER DR		CONCORD	NC	28027	1418 ENOCHVILLE RD	153 126	30.62
MIDNITE RODEO LLC		9607 ALBEMARLE RD		CHARLOTTE	NC	28227	1125 CHUCK TAYLOR LN	408 054	6.50
MILLER ALBERT MONROE		445 ELLER DR		SALISBURY	NC	SALISBURY NC		173177	19.67
MILLER ALBERT MONROE	FARM EQUIPMENT	445 ELLER DR.		SALISBURY	NC	28146-1454	555 ELLER DR	171188	40.30
MILLER BILLIE JEAN		8207 TRADD CT		CHARLOTTE	NC	28210	0 FISH POND RD	617 047	3.23
MILLER BILLIE JEAN		8207 TRADD CT		CHARLOTTE	NC	28210	0 FISH POND RD	617 144	9.79
MILLER DEBORAH L	FARM EQUIPMENT	490 MCKNIGHT RD		CHINA GROVE	NC	28023-9329	230 MCNIGHT RD	168898	2.57
MILLS COLE L &	MILLS CORA TRUSTEES	1226 STONEWYCK DR GQ		SALISBURY	NC	28146	5895 BRINGLE FERRY RD	619 012	14.00
MILLS JAMES B		1902 WELLINGTON HILLS CIR		SALISBURY	NC	28147	1902 WELLINGTON HILLS CIR	327C124	699.80
MILLSAPS & BRATTON PLLC	MCGRATH LEANN	2201 EAST 7TH ST		CHARLOTTE	NC	28204	280 CHERISH LN	138 069	20.29
MISENHEIMER TERRI		1868 WILLIAMS RD		FORT MILL	SC	29715	0 ROCKWELL RD	371 088	12.65
MISENHEIMER TRUCKING INC		9820 STOKES FERRY RD		GOLD HILL	NC	28071-9708	9820 STOKES FERRY RD	167930	16.36
MITCHELL BOBBY		PO BOX 501		LONG BEACH	NY	11561	0 BUTLER ST	025 050	5.83
MITCHELL FLOYD G &	MITCHELL SARA I TRUSTEES	821 LAKE PORT BLVD APT G103		LEESBURG	FL	34748	17620 STOKES FERRY RD	549A013	2.51
MODLIN AARON LEE & WF	MODLIN EMILY	225 WALDEN LN		SALISBURY	NC	28146	225 WALDEN LN	359A023	20.45
MOGUSU MARLIN		2860 NEEDMORE RD		WOODLEAF	NC	27054	2860 NEEDMORE RD	707 053	26.26
MONNICH CARLA	MONNICH CARLA S	300 W MARSH ST		SALISBURY	NC	28144-5346	7727 OLD CONCORD RD	423 303	1.99
MONROE MARK W & WF	MONROE DIANE B	265 ASHLEY DR		ROCKWELL	NC	28138	265 ASHLEY DR	357 370	28.20
MONROE MARK WAYNE		265 ASHLEY DRIVE		ROCKWELL	NC	28130	2255 SIDES RD	635A046	11.54
MONROE MARK WAYNE		265 ASHLEY DR		ROCKWELL	NC	28138-8473		132480	2.02

MOON HANNAH	MOON HANNAH	3251 KEADY MILL LOOP		KANNAPOLIS	NC	28081	1300 LARCHMONT PL	335A708	17.13
MOON HANNAH NOEL		3251 KEADY MILL LOOP		KANNAPOLIS	NC	28081	2409 MCGILL ST	245A185	8.97
MOORE ANN E		355 YOUNG RD		SALISBURY	NC	28144		173195	2.16
MOORE RICKY DALE		4065 WOODLEAF RD		SALISBURY	NC	28147-7771	4065 WOODLEAF RD	317 015	3.54
MOORE TAMARA A		330 BOXER LN		CLEVELAND	NC	27013	1210 AMITY HILL RD	265 010	13.33
MOOSE JULIE PIKE	MOOSE JULIE P	2341 RITCHIE RD		CHINA GROVE	NC	28023	2325 RITCHIE RD	236 003	7.45
MOREFIELD MARK		116 SHOREVIEW DR		MOORESVILLE	NC	28117-0000	0 POOLE RD	641 094	5.45
MOREFIELD MARK	MOREFIELD KATHERINE L &	116 SHOREVIEW DR		MOORESVILLE	NC	28117-5946	1800 PEACH ORCHARD RD	406A033	10.62
MOREFIELD MARK	MOREFIELD KATHERINE L &	116 SHOREVIEW DR		MOORESVILLE	NC	28117-5946	0 PEACH ORCHARD RD	406A073	3.53
MORGAN BETTY JEAN PARHAM		420 CROMER RD		SALISBURY	NC	28146-7160	420 CROMER RD	423 071	19.34
MORGAN MARIE B		385 OLD ROCKY RD		ROCKWELL	NC	28138	385 OLD ROCKY RD	386 015	4.59
MORGAN RENA F		105 HEMLOCK DR		SALISBURY	NC	28147	105 HEMLOCK DR	329C204	24.76
MORGAN RICKIE A		455 SCAMP RD		CHINA GROVE	NC	28023	250 SCAMP RD	127 114000001	2.89
MORGAN SHERRY C		455 SCAMP RD		CHINA GROVE	NC	28023	345 SCAMP RD	127 134	1.54
MORGAN SHERRY C &	CAUBLE RALPH S	455 SCAMP RD		CHINA GROVE	NC	28023	455 SCAMP RD	127 157	3.28
MORGAN SHERRY C & HUS	MORGAN RICKIE ALEXANDER	455 SCAMP RD		CHINA GROVE	NC	28023	340 SCAMP RD	127 015	3.01
MORRIS BARRY A & WF	MORRIS WANDA J	2215 KENWOOD DR		KANNAPOLIS	NC	28081	2215 KENWOOD DR	245D238	12.11
MORRIS JODY ROBERT		PO BOX 191		WOODLEAF	NC	27054	2460 PARKS RD	825 006	7.06
MORRIS ROY V		407 WEBB RD		SALISBURY	NC	28147-8389	407 WEBB RD	409 024	13.80
MORRISON CRASH		1605 ROCKWELL RD		ROCKWELL	NC	28138-8768	1605 ROCKWELL RD	377 029	22.55
MORRISON LAW LLP		167 CHURCH ST N		CONCORD	NC	28025	2113 GOLFCREST DR	141 078	63.53
MORRISON MICHAEL JUSTIN SR &WF	MORRISON TRACEY BEAVER	1170 OLD CHARLOTTE RD		CONCORD	NC	28027-7073	0 BRUNER SLOOP RD	135 056	1.47
MORRISON WILLIAM EDWARD & WF	MORRISON DONNA J	9123 WRIGHT RD		KANNAPOLIS	NC	28081-7900	9117 WRIGHT RD	242 009000001	14.53
MORTGAGE CONNECT LP		600 CLUBHOUSE DR		MOON TOWNSHIP	PA	15108	113 BERRYBETH CIR	118E018	386.73
MOSES MARY HAYWOOD		230 DUNHAM AVE		SALISBURY	NC	28146-5818	230 DUNHAM AVE	070 116	16.08
MOUNTAIN WEST IRA INC	FBO MORIARTY BERNADETTE H	10096 W FAIRVIEW AV #160		BOISE	IO	83704-0000	1033 CEDAR VILLAGE TR	463C323	882.49
MR. OR MRS. JOHN JOE LYERLY		PO BOX 444		GRANITE QUARRY	NC	28072	307 BARRINGER ST	350 00501	19.14
MURDOCK MELANIE E		146 GRAVEL DR		TROUTMAN	NC	28166	0 SOUTH RIVER CHURCH RD	710 015	2.47
MURPHY CHARLES W		8445 CABIN HILL RD		TALLAHASSEE	FL	32311	0 JOHN RAINEY RD	463 032	1.53
MYERS ROY G JR & WF	MYERS RUTH O	5655 STOKES FERRY RD		SALISBURY	NC	28146-5090	0 BARGER RD	624 003	9.39
MYERS ROY G JR & WF	MYERS RUTH O	5655 STOKES FERRY RD		SALISBURY	NC	28146-5090	5655 STOKES FERRY RD	624 047	9.25
MYERS ROY G JR & WF	MYERS RUTH O	5655 STOKES FERRY RD		SALISBURY	NC	28146-5090	0 STOKES FERRY RD	624 057	1.69
NATIONAL LINK LP		1000 COMMERCE DR STE 300		PITTSBURGH	PA	15275	208 MILTON ST	415 085	12.32
NATIONS TITLE AGENCY INC		9001 W 67TH ST		MERRIAM	KS	66202	8 PICKETT AVE	043A035	59.94
NATIONSTAR MRTG	CORELOGIC INC	3001 HACKBERY DR		IRVING	TX	75063-0156	208 N KAYLA DR	403D033	2,017.61
NESBITT KAY		104 EVANDALE RD		KANNAPOLIS	NC	28081	0 S ENOCHVILLE AVE	249B151	2.98
NEW COVENANT PARTNERS VIII LLC		3135 INDIANA AVENUE		WINSTON SALEM	NC	27105	8955 W NC 152 HWY	230 046	118.65
NEW HOPE AME ZION CH		PO BOX 274		SPENCER	NC	28159	0 OLD CRESS RD	110 028	2.70
NEW VISION TRUST CO		401 E 8TH ST SUITE 200R		SIOUX FALLS	SD	57103	1605 AMBERLIGHT CIR	325I105	19.48
NEWTON GERALENE CAMPBELL		255 JOE RD		WOODLEAF	NC	27054-9619		135458	65.73
NGA PROPERTIES LLC		325 TRAPPERS RIDGE DR		ROCKWELL	NC	28138-0000	1420 VAN NUYS ST	020 035	12.95
NICHOLSON STONE MASONRY INC		810 CANNON ST		ROCKWELL	NC	28138-8750	810 CANNON ST	168185	1.74
NOBLE JOAN W		413 SPRING ARBOR AV		SALISBURY	NC	28146-0000	413 SPRING ARBOR AVE	403I033	46.10
NODEL RICHARD		38505 WOODWARD AVE STE 275		BLOOMFIELD HILLS	MI	48304-5093	0 GARY AVE	152 195	39.96
NOLAN INVESTMENT COMPANY LLC		116 RYAN PATRICK DR		SALISBURY	NC	28147	116 RYAN PATRICK DR	477 074	550.10
NORTH CAROLINA CUSTOM MODULARS, LLC		1936 US HWY 64 E		ASHEBORO	NC	27203	0 MORGAN RD	539 077	2.43
NORTH CAROLINA CUSTOM MODULARS, LLC		1936 US HWY 64 E		ASHEBORO	NC	27203	0 MORGAN RD	539 078	2.65
NORTH CAROLINA IOLTA		9013 PERIMETER WOODS DR STE		CHARLOTTE	NC	28216-0040	790 LAKE WRIGHT RD	225 088	85.70
NORTHGATE CHURCH		1255 W RIDGE RD		SALISBURY	NC	28147	209 S LONG ST	019 073	3.13
NORTON KENNETH WATSON		1180 FLAT ROCK RD.		CHINA GROVE	NC	28023	1180 FLAT ROCK RD	130 01006	9.79
NORTON PATRICIA LEE ETAL		1097 WL WILLIAMS RD		COMMERCE	GA	30530	0 E NC 152 HWY	426 008	3.73
NW HPE AFRICAN METH EPIS ZI CH		PO BOX 274		SPENCER	NC	28159	0 N LONG ST	521060	1.51
OKREPKY-SMITH CATHERINE		151 CANTEBERRY DR		SALISBURY	NC	28144-9459	151 CANTEBERRY DR	325C356	18.48
OLD REPUBLIC TITLE	530 S MAIN STREET	SUITE 1061		AKRON	OH	44311	880 SIDES RD	630 143	10.32
OLIPHANT NEDDA		113 DEXTER ST		KANNAPOLIS	NC	28081	0 DEXTER AVE	249C067A	14.61
OLSFWSKI ANTHONY LEONARD		116 ABRAMS DR		FLORENCE	NJ	08518-0000	315 BONNIE LN	206B082	10.04
OLVERA JUAN FERNANDO &WF	VAZQUEZ AMANDA OLVERA	2005 MOOSE RD		KANNAPOLIS	NC	28083	2005 MOOSE RD	158 326	14.56
ONSITE PROPERTIES LLC		2601 WYOMING DR		KANNAPOLIS	NC	28081-8583	412 N BEAVER ST	133 224	13.34
ONSITE PROPERTIES LLC		2601 WYOMING DR		KANNAPOLIS	NC	28081-8583	0 CRAVEN AVE	159 289	3.04
ONSITE PROPERTIES LLC		2601 WYOMING DR		KANNAPOLIS	NC	28081-8583	1506 N CANNON BLVD	159 382	18.76
ONSITE PROPERTIES LLC		2601 WYOMING DR		KANNAPOLIS	NC	28081-8583	1303 CRAVEN AVE	159 389	21.31
ONSITE PROPERTIES LLC		2601 WYOMING DR		KANNAPOLIS	NC	28081-8583	1305 CRAVEN AVE	159 390	22.51
ONSITE PROPERTIES LLC		2601 WYOMING DR		KANNAPOLIS	NC	28081-8583	0 CRAVEN AVE	159 391	3.25
ONSITE PROPERTIES LLC		2601 WYOMING DR		KANNAPOLIS	NC	28081-8583	2649 WYOMING DR	248A028	5.46
ONSITE PROPERTIES LLC		2601 WYOMING DR		KANNAPOLIS	NC	28081-8583	8018 PARK EDWARDS RD	249 024	3.03
ONSITE PROPERTIES LLC		2601 WYOMING DR		KANNAPOLIS	NC	28081-8583	6847 UNITY CHURCH RD	249 109	7.98
ONSITE PROPERTIES LLC		2601 WYOMING DR		KANNAPOLIS	NC	28081-8583	7255 UNITY CHURCH RD	249 154	4.87
ONSITE PROPERTIES LLC		2601 WYOMING DR		KANNAPOLIS	NC	28081-8583	0 UNITY CHURCH RD	249 155	4.59
OPTIMISTIC STORAGE LLC		201 N MCDOWELL ST		CHARLOTTE	NC	28233	8647 US 52 HWY	357 377	48.82
OSBORNE PAMELA MARLOW		701 GREENBRIAR DR		MATTHEWS	NC	28104-0000	6792 N TURNER DR	249B387	2.20
OVERCASH ANGIE RUTH		1960 CANNON STREET EXT		ROCKWELL	NC	28138	1960 CANNON ST	372 119	1.90
OVERCASH NANCY BARNHARDT		9180 OLD CONCORD RD		SALISBURY	NC	28146	0 BARNHARDT RD	113 039	300.20
P&PP MANAGEMENT		145 STAYSAIL RD		SALISBURY	NC	28146		995646	1.06

PAGE JOHNNY HEATH		2601 WYOMING DR		KANNAPOLIS	NC	28081-8583		137198	1.34
PAGE JOHNNY HEATH		2601 WYOMING DR		KANNAPOLIS	NC	28081-8583	2601 WYOMING DR	248A142	2.76
PAGE JOHNNY HEATH		2601 WYOMING DR		KANNAPOLIS	NC	28081-8583	7941 PARK EDWARDS RD	249 013	24.49
PAGE JOHNNY HEATH		2601 WYOMING DR		KANNAPOLIS	NC	28081-8583	7207 DOGWOOD LN	249 049	47.14
PAGE WILLIAM		335 HOWARD ST		ROCKWELL	NC	28138	385 HOWARD ST	372 047	2.22
PARKER ELIZABETH M		219 GARNER DR		SALISBURY	NC	28146-6326	219 GARNER DR	403F044	1,687.73
PATTERSON GUY WERTZ JR	PATTERSON HARRIETT BENNETT	1355 BOSTIAN RD		CHINA GROVE	NC	28023-6689		137951	1.00
PATTERSON JANE ELIZABETH		3550 PATTERSON RD		CHINA GROVE	NC	28023	3550 PATTERSON RD	210 030	22.42
PAYNE NATALIE S		54 CHARLIE LACKEY RD		HIDDENITE	NC	28636	550 WOODLEAF BARBER RD	812 079	8.51
PC LAW ASSOCIATES	NC IOLTA ATTY TRUST	4030 WAKE FOREST RD STE 300		RALEIGH	NC	27609	565 CAMPBELL RD	817 022	191.58
PEPPER BARBARA A		224 GOLD HILL DR		SALISBURY	NC	28146	822 RYAN ST	068A060	16.00
PEPPER BARBARA A		224 GOLD HILL DR		SALISBURY	NC	28146	0 GOLD HILL DR	070 065	4.59
PEPPER BARBARA A		224 GOLD HILL DR		SALISBURY	NC	28146	212 GOLD HILL DR	070 085	9.42
PEPPER BARBARA A		224 GOLD HILL DR		SALISBURY	NC	28146	224 GOLD HILL DR	070 087	8.30
PERFORMANCE ROAD INVESTS LLC		112 LAUREL GLEN DRIVE		MOORESVILLE	NC	28115-0000	502 PERFORMANCE RD	239 024	98.76
PETERS SHAWN T	LINKER DEBORAH HAYWOOD	5351 FAITH RD		SALISBURY	NC	28146-0365	7560 SPRING ACRES DR	143 134	13.11
PETERSEN JOYCE J		590 LONG BOW RD		SALISBURY	NC	28144-1228	590 LONG BOW RD	307B065	2.04
PETHEL FRANCES R		610 SHUPING MILL RD		SALISBURY	NC	28146-0000	610 SHUPING MILL RD	426 111	36.56
PETHEL JUDY GAIL		1260 PATTERSON RD		SALISBURY	NC	28147	1260 PATTERSON RD	200 020	6.54
PETHELS USED CARS INC		1904 N CANNON BLVD		KANNAPOLIS	NC	28083-2627	1904 N CANNON BLVD	168498	1.01
PETTY CATHERINE DENISE		170 STERNBRIDGE DR		ROCKWELL	NC	28138-7410		139091	1.23
PETTY CATHERINE DENISE		170 STERNBRIDGE DR		ROCKWELL	NC	28138-7410	170 STERNBRIDGE DR	374C093	2.09
PHELPS CANDI REECE		119 1/2 EAST END AVE		STATESVILLE	NC	28677	460 RED ROSE LN	228 021	5.81
PHIFER DWAYNE J, PH.D.	PHIFER LANE B	312 JOHNSTONE RD		CLEVELAND	NC	27013-0000	0 CHENAULT RD	725 002	1.27
PHILLIPS DAVID P		119 ALMOND ROAD		MOORESVILLE	NC	28115		171860	2.88
PIEDMONT AGRI-SYSTEMS INC		PO BOX 278		CLEVELAND	NC	27013-0278	105 RAILROAD ST	168534	19.35
PIEDMONT EXCAVATING, LLC		245 WESTFIELD DR		CLEVELAND	NC	27013-8979	245 WESTFIELD DR	172450	2.00
PIERCE ELIZABETH HOPE		PO BOX 1306		ROCKWELL	NC	28138	510 CAL MILLER RD	363 092	7.06
PINKERTON PROPERTIES	PINKERTON WILMA C	151 SAVANNAH CROSSING DR		MOORESVILLE	NC	28115-7190	2635 SLOOP RD	574 052	1,088.47
PINNACLE BANK		1300 E. HARTLEY DR.		HIGH POINT	NC	27262	350 PALOMINO DR	619 051	3.50
PINNACLE BANK		1300 E. HARTLEY ST,		HIGH POINT	NC	227262	903 NUNNERY LN	154C023	9.39
PINNACLE BANK		1300 E. HARTLEY DR.		HIGH POINT	NC	27262	2301 BERKSHIRE DR	065E361	13.28
PINNACLE BANK		1300 E. HARTLEY DR.		HIGH POINT	NC	27262	1910 GLENWOOD ST	158 164	6.15
PINNACLE BANK		1300 E. HARTLEY DR.		HIGH POINT	NC	27262	104 VANCE ALLEN AVE	368 053	5.69
PINNACLE BANK		1300 E. HARTLEY DR.		HIGH POINT	NC	27262	817 MITCHELL AVE	0613001B	5.46
PINNACLE BANK		1300 E. HARTLEY DR.		HIGH POINT	NC	27262	1304 N MAIN ST	007 050	6.07
PINNACLE BANK		1300 E. HARTLEY DR.		HIGH POINT	NC	27262	1397 BEAGLE RUN	619C008	6.34
PINNACLE BANK		1300 E. HARTLEY DR.		HIGH POINT	NC	27262	207 W MCCUBBINS ST	015 243	7.62
PINNACLE BANK		1300 E. HARTLEY DR.		HIGH POINT	NC	27262	1005 ALTA WAY	154B015	11.76
PINNACLE BANK		1300 E. HARTLEY DR.		HIGH POINT	NC	27262	450 CORNWALL DR	472D027	9.52
PINNACLE BANK		1300 E. HARTLEY DR.		HIGH POINT	NC	27262	522 FALLS LN	154D034	11.22
PINNACLE BANK		1300 E. HARTLEY DR.		HIGH POINT	NC	27262	204 PRESCOT DR	325B125	18.47
PINNACLE BANK		1300 E. HARTLEY DR.		HIGH POINT	NC	27262	1011 ALTA WAY	154B017	11.76
PINNACLE BANK		1300 E. HARTLEY DR.		HIGH POINT	NC	27262	266 ARCADIA RD	430 138	5.68
PINNACLE BANK		1300 E. HARTLEY DR.		HIGH POINT	NC	27262	905 WASHINGTON LN	158 351	5.61
PINNACLE BANK		1300 E. HARTLEY DR.		HIGH POINT	NC	27262	913 ALTA WAY	154B005	10.45
PLANET HOME LENDING	CORELOGIC TAX SERVICES LLC	3001 HACKBERRY RD		IRVING	TX	75063-0156	105 VANCE ALLEN AVE	368 063	1,105.80
PLOWMAN GEORGINE M & HUS	PLOWMAN JOEL F	1990 BANKETT AVE		SALISBURY	NC	28146	1990 BANKETT AVE	057B059	3.78
PMB CONSTRUCTION COMPANY		150 PAUL RD		ROCKWELL	NC	28138-8705	150 PAUL RD	175202	37.77
POLK CONNIE R TRUSTEE		1721 N COVE CT		NORTH MYRTLE BEACH	SC	29582	0 EARNHARDT RD	066 116	2.09
POLK CONNIE R TRUSTEE		1721 N COVE CT		NORTH MYRTLE BEACH	SC	29582	0 EARNHARDT RD	066 136	5.06
POOLE CONNIE PARKER		555 CHAPPARAL DR		SALISBURY	NC	28146	0 OLD UNION CHURCH RD	055 058	6.13
POOLE CONNIE PARKER		555 CHAPPARAL DR		SALISBURY	NC	28146	11511 BRINGLE FERRY RD	507 061	13.02
POOLE ROBERT G D JR & WF	POOLE CONNIE P	555 CHAPPARAL DR		SALISBURY	NC	28146	555 CHAPPARAL DR	619 053	14.38
POPE BETTY WHITE		87 WINECOFF AVE NE		CONCORD	NC	28025-3150	1106 KLONDALE ST	101 08601	2.26
POPE BETTY WHITE		87 WINECOFF AVE NE		CONCORD	NC	28025-3150		140284	1.21
POTTER ORA J HEIRS	% LILLIAN KENNEDY	1243 W 51 ST		LOS ANGELES	CA	90037	426 PARTEE ST	008 079	2.13
POWELL KENNETH LEE	POWELL MARGARET	515 RIDGELAND DR		CLEVELAND	NC	27013-9406	515 RIDGELAND DR	258 084	2.04
PREMIER ANIMAL POGISTICS LLC		13375 HWY 801		MOUNT ULLA	NC	28125		139192	2.43
PRESTIGE PRESSURE WASH LLC		225 DOUGLAS ST		SALISBURY	NC	28144-7127	225 DOUGLAS ST	178582	2.86
PRICE JONES PRISCILLA		4304 CHATEAU DR		GREENSBORO	NC	27407	0 FOSTER RD	709 114	1.23
PRICE RONALD GENE		130 TOPSAIL RD		SALISBURY	NC	28146-9455		140981	90.76
PRICE VICKIE S KARRIKER		1064 CHALET RD		CLEVELAND	NC	27013	1064 CHALET RD	259 002	9.42
PRIMAVERA KATHLEEN	REIST BRENDA	10112 SW INDIAN LILAC TRL		PORT ST LUCIE	FL	34987-2826	711 FAITH RD	071 027	12.22
PUBLICOM INC		PO BOX 4546		ROANOKE	VA	24015-0546		168732	1.02
QUICK CHRISTOPHER S		105 E LIBERTY ST		CHINA GROVE	NC	28023-2213	0 CHARLES ST	036A122	4.96
QUICK VIRGINIA M		712 S FRANKLIN ST		CHINA GROVE	NC	28023-1906	712 S FRANKLIN ST	104 045	6.32
QUICKEN LOANS		1050 WOODWARD AVE		DETROIT	MI	48226	420 S IREDELL AVE	033 248	29.66
QUICKENS LOANS		1050 WOODWARD AVE		DETRIOT	MI	48226	375 VINEYARD DR	406A078	8.07
RABON GLORIA TURNER		2860 CAUBLE RD		SALISBURY	NC	28144	2860 CAUBLE RD	309 044	7.33
RAHME RICKY JOE		1635 WEAVER RD		CHINA GROVE	NC	28023-8729		141655	1.27
RANDY E BENTLEY CONSTRUCTION LLC		4576 HWY 152 E		ROCKWELL	NC	28138	0 JET ST	154 085	2.19
RANDY E BENTLEY CONSTRUCTION, LLC		4576 HWY 152 E		ROCKWELL	NC	28138	220 S ENOCHVILLE AVE	249B295	13.99

RANDY E. CONSTRUCTION, LLC		4576 HIGHWAY 152 E		ROCKWELL	NC	28138-9599	4576 HWY 152 E	164328	5.98
RAYFIELD LOIS FAYNELL	RAYFIELD EDD ALEXANDER	4715 HIGHWAY 152 E		ROCKWELL	NC	28138-8501	4715 E NC 152 HWY	426 037	8.63
RCCC FOUNDATION, INC		PO BOX 1595		SALISBURY	NC	28145	0 OLD CONCORD RD	063 009	10.35
READLING PAUL OEHLER JR		4136 ORPHANAGE RD		CONCORD	NC	28027	409 S CORRELL ST	108 07101	13.30
RECINOS ENZLEY		235 BEULAH LANE		SALISBURY	NC	28146	235 BEULAH LN	629A111	7.22
RECINOS ENZLEY		235 BEULAH LANE		SALISBURY	NC	28146	245 BEULAH LN	629A112	3.48
RED-D-ARC INC	RED-D-ARC WELDER RENTALS	5324 GRAHAM ST N		CHARLOTTE	NC	28269-4833	1432 N LEE ST	180374	1.03
REDMOND ALISSA M	% ALISSA REDMOND	420 W BANK ST		SALISBURY	NC	28144	110 S MAIN ST	169577	1.54
REDZEPOVIC JUSUF & WF	REDZEPOVIC NASIHA	410 SPRING OAK DR		SALISBURY	NC	28147	410 SPRING OAK DR	478 050	12.87
REECE JAMES ROLAND SR & WF	REECE EARLENE GOFORTH	111 SAILVIEW RD		MOORESVILLE	NC	28117	420 RED ROSE LN	228 120	5.92
REEDER HOWARD GEORGE	LEMMINGS PATRICIA ANN	1295 SIDNEY DR		SALISBURY	NC	28147-8239		142432	2.04
REEDER HOWARD GEORGE	LEMMINGS PATRICIA ANN	1295 SIDNEY DR		SALISBURY	NC	28147-8239	270 ALAN CIR	472A005	3.92
REEDER HOWARD GEORGE	LEMMINGS PATRICIA ANN	1295 SIDNEY DR		SALISBURY	NC	28147-8239	1215 STEVEN DR	472A090	4.68
REEVES KENNETH		917 BRIGHTON DR		KANNAPOLIS	NC	28087	322 CORRIHER HEIGHTS AVE	121A09701	8.89
REGISTER FREDERICK EDWIN & WF	REGISTER PATRICIA	1113 REGISTER RD		CHINA GROVE	NC	28023-6409	1113 REGISTER RD	417 157	2.17
REID ROBERT DARNELL		2406 DALE EARNHARDT DR		KANNAPOLIS	NC	28083-0000	120 MCCLEAVE RD	130A01106	6.89
RESIDENTIAL GARBAGE INC		PO BOX 808		GRANITE QUARRY	NC	28072-0808	9181 BRINGLE FERRY RD	168888	19.49
RICHARD E MARSH JR PA		4600 PARK RD		CHARLOTTE	NC	28209	2010 OLD CONCORD RD	064 003	26.83
RIDENHOUR RONALD HOWARD	RIDENHOUR JUDITH WILLIAMS	209 3RD CREEK CHURCH RD		CLEVELAND	NC	27013-9600		143210	1.39
RIDENHOUR RONALD HOWARD	RIDENHOUR JUDITH WILLIAMS	209 3RD CREEK CHURCH RD		CLEVELAND	NC	27013-9600	209 THIRD CREEK CHURCH RD	266 013	9.43
RIGGS ALLEN W	THE FRIENDLY PUB	160 WAYCROSS DR		ROCKWELL	NC	28138-9544	120 MILITARY AVE	168930	3.41
RIOS SENEN & HUS	RODRIGUEZ LUIS A	2110 GRUBB FERRY RD		SALISBURY	NC	28144	2110 GRUBB FERRY RD	323 01201	14.76
RITCHIE PHYLLIS DIANA		545 PETHEL RD		CHINA GROVE	NC	28023-6590	0 PETHEL RD	121B02606	1.27
ROBBINS MELISSA		175 MESSICK RD		SALISBURY	NC	28147-8472	175 MESSICK RD	823 044	18.72
ROBERTS BOB		301 TURNER ST		LANDIS	NC	28088	301 TURNER ST	108 128	13.99
ROBERTS CATHERINE V		3615 OLD WAGON RD		CHARLOTTE	NC	28269	805 W CEMETERY ST	006 123	8.49
ROBERTS GAY W		506 N CENTRAL AVE		LANDIS	NC	28088	506 N CENTRAL AVE	107 090	24.76
ROBERTSON JOHNNIE L	CURATOLO GLACOMA M	3158 CHARLOTTE HWY		MOORESVILLE	NC	28117-5515	120 LENOXDALE DR	558B013	3.34
ROCHE DIAGNOSTICS CORPORATION	% CROWE HORWATH LLP	9115 HAGUE ROAD BLDG A		INDIANAPOLIS	IN	46250	612 MOCKSVILLE AVE	168968	96.16
ROCHE DIAGNOSTICS CORPORATION	C/O CROWE LLP	9115 HAGUE RD BLDING A		INDIANAPOLIS	IN	46250	1000 BROWN ST	175860	3.96
ROCK OF AGES CORPORATION		560 GRANITEVILLE RD		GRANITEVILLE	VT	5654	429 BAXX DR	459 232	2.60
ROCK OF AGES CORPORATION	PIEDMONT QUARRIES LOCATION	ATTN M ROCK	560 GRANITEVILLE RD	GRANITEVILLE	VT	05654-8001	DEER TRACK RD	164775	2.56
ROCK OF AGES CORPORATION	ATTN M ROCK	560 GRANITEVILLE RD		GRANITEVILLE	VT	05654-8001	805 HARRIS GRANITE RD	164774	5.18
ROEBUCK WILLIAM O & WF	ROEBUCK TONIA DANITA	PO BOX 798		EAST SPENCER	NC	28039-0798	427 ROYAL ST	026 293	1.34
ROEBUCK WILLIAM O & WF	ROEBUCK TONIA DANITA	PO BOX 798		EAST SPENCER	NC	28039-0798	425 ROYAL ST	026 331	15.33
ROEFER ROBERT W JR & WF	ROEFER ROSE M	9275DOGWOOD DR		KANNAPOLIS	NC	28081	9325 DOGWOOD DR	249 129	12.57
ROGERS BRANDON M & WF	ROGERS STARLA A	9655 OLD CONCORD RD		CHINA GROVE	NC	28023-0000	0 OLD CONCORD RD	429 056	14.52
ROGERS FINISH TRIM INC		408 WILLOW RD		SALISBURY	NC	28147-7749		176308	1.02
ROGERS FINISH TRIM, INC		408 WILLOW RD		SALISBURY	NC	28147		107598	2.11
ROGERS FINISH TRIM, INC		408 WILLOW RD		SALISBURY	NC	28147	425 STATESMAN DR	451 146	5.52
ROSA THOMAS & WF	ROSA KAREN E	1239 LITTLE MILL RD		FRANKLINVILLE	NJ	8322	0 LONG FERRY RD	606 067	2.28
ROSS WILLIAM	% MARIAN RUSSELL	2190 MADISON AVE		NEW YORK	NY	10037	0 HOLLYWOOD DR	044 00701	9.90
ROUSIS-INC		2800 NORTH CANNON BLVD		KANNAPOLIS	NC	28083	2801 ALEXANDER AVE	162 106	10.77
ROWAN DRUG INC T/A	MEDICINE SHOP THE	1357 W INNES ST		SALISBURY	NC	28144-3101	1357 W INNES ST	169048	14.65
ROWAN INC	QUICK STOP	402 PARK AVE		SALISBURY	NC	28144	402 PARK AVE	178515	1.67
ROWAN PRECISION MACHINING INC		707 N SALISBURY AVE.		GRANITE QUARRY	NC	28072	707 N SALISBURY AVE	169088	1.49
ROWAN SEPTIC TANK & DITCHING		7321 OLD MOCKSVILLE RD		SALISBURY	NC	28144-1253	7321 OLD MOCKVILLE RD	169091	1.19
ROWAN SEPTIC TANK & DITCHING		7321 OLD MOCKSVILLE RD		SALISBURY	NC	28144-1253	7321 OLD MOCKSVILLE AVE	169092	3.00
ROWLAND PROPERTIES INC		1348 PANTHER POINT RD		RICHFIELD	NC	28137	341 WENDOVER DR	450D004	112.84
ROYCE APPAREL INC		408 LONG MEADOW DR		SALISBURY	NC	28147-8201	408 LONG MEADOW DR	171837	27.72
RTO NATIONAL	%TAX DEPT	PO BOX 9789		GREENVILLE	SC	29604-9310	VARIOUS (MAY CHG EACH YEAR)	169107	1.39
RYAN TAX COMPLIANCE	% RYAN LLC	PO BOX 25247		NASHVILLE	TN	37202-5247	1212 WEBB RD	167489	4.81
S P O A INC T/A	CHRISTOS FAMILY RESTAURANT	431 E INNES ST		SALISBURY	NC	28144-5013	431 E INNES ST	169190	13.71
SABAIDEE THAI SUSHI	SABAIDEE THAI & SUSHI RESTARAU	2204 S MAIN ST		SALISBURY	NC	28147-1303	2204 S MAIN ST	170378	1.61
SAFRIT JAMES MEREDITH & WF	SAFRIT NANCY E	1125 HENDERSON GROVE CHURCH RD		SALISBURY	NC	28147-9353	0 HENDERSON GROVE CHURCH RD	401 00402	2.78
SAFRIT NANCY EARLE	SAFRIT NANCY E	1125 HENDERSON GROVE CHURCH RD		SALISBURY	NC	28147-9353	1069 HENDERSON GROVE CHURCH RD	400 034000001	10.41
SAFRIT NANCY EARLE	SAFRIT NANCY E	1125 HENDERSON GROVE CHURCH RD		SALISBURY	NC	28147-9353	1125 HENDERSON GROVE CHURCH RD	401 00403	9.47
SAFRIT NANCY EARLE	SAFRIT NANCY E	1125 HENDERSON GROVE CHURCH RD		SALISBURY	NC	28147-9353	0 HENDERSON GROVE CHURCH RD	401 00404	1.73
SAIN JAMES FRANKLIN III		2080 HOLLYWOOD DR		SALISBURY	NC	28144-0529	2080 HOLLYWOOD DR	323 023	1.00
SALERNO RICHARD J & WF	SALERNO ANNE B	1103 WELLINGTON HILLS CIR		SALISBURY	NC	28147	1103 WELLINGTON HILLS CIR	327B086	18.92
SALISBURY CONSULTING LLC	AID SERVICES PA	310 STATESVILLE BLVD STE 3		SALISBURY	NC	28144-2368	644 STATESVILLE BLVD	169227	8.21
SALISBURY LAND LLC		1995 ROAN CREEK RD		MOUNTAIN CITY	TN	37683	1831 JAKE ALEXANDER BLVD W	178481	1.80
SALISBURY TUTORING ACADEMY		818 CORPORATE CIRCLE.		SALISBURY	NC	28147	818 CORPORATE CIR	060 131	63.85
SALVATORE EMILY C		2 HORSESHOE CT		KISSIMMEE	FL	34743	620 DREAM LN	610 033	5.78
SANDRA L KNOX PC		19410 JETTON RD STE 130		CORNELIUS	NC	28031	123 OAKWOOD AVE	070 073	22.00
SANTIAGO DOLORES J		115 RECREATIONAL DR		SALISBURY	NC	28146	115 RECREATION DR	500B421	1.99
SANTIAGO DOLORES J		115 RECREATIONAL DR		SALISBURY	NC	28146	0 RECREATION DR	500C561	1.09
SARGENT THADDEUS J	PERSONAL AIRCRAFT ONLY	PO BOX 993		CORNELIUS	NC	28031-0993	ROWAN COUNTY AIRPORT	169292	5.10
SAUNDERS & GOFORTH ATTORNEYS AT LAW		130 W KERR ST		SALISBURY	NC	28144	610 NED MARSH RD	614 134	7.30
SCHNEIDER EDWARD A II		1636 W COLONIAL DR		SALISBURY	NC	28144	1636 W COLONIAL DR	331 133	21.59
SCOTT MARTHA ELAINE M		2245 NEEL RD		SALISBURY	NC	28147	0 NEEL RD	455 129	6.63
SEAFORD MICHAEL TRAVIS		5320 GOODMAN LAKE RD		SALISBURY	NC	28146		146904	2.07
SEALS SHIRLIE WINDHAM		2925 STATESVILLE BLVD		SALISBURY	NC	28147	0 STATESVILLE BLVD	330 113	24.90

SECOND HARVEST FOO DBANK OF METROLINA		500 B SPRATT ST		CHARLOTTE	NC	28206	0 AIRPORT RD	471 120	52.45
SECU		PO DRAWER 25279		RALEIGH	NC	25279	0 SLOOP ST	151 059	5.52
SECU		PO DRAWER 25279		RALEIGH	NC	272611	1421 VAN NUYS ST	005 257	1,212.35
SECU		PO DRAWER 25279		RALEIGH	NC	27611	850 DEER LAKE RUN	614 110	3,454.40
SECU		PO DRAWER 25279		RALEIGH	NC	27611	165 RITHMETIC CIR	479A063	464.56
SECU		PO DRAWER 25279		RALEIGH	NC	27611	427 N SALISBURY AVE	036 078	14.46
SECU		PO DRAWAER 25279		RALEIGH	NC	27611	710 WILLOW RD	329C247	1,304.47
SECU		PO DRAWER 28279		RALEIGH	NC	27611	1048 WEATHERBY DR	359A018	1,554.24
SECU		PO DRAWER 25279		RALEIGH	NC	27611	0 SANDERS MORROW RD	759 042	57.68
SECU		110 MIDWAY DR		SALISBURY	NC	28147	115 RIDGE AVE	013 166	696.52
SEHORN BILLY R		2693 COLD SPRINGS RD E		CONCORD	NC	28025-8010	109 CRYSTAL CREEK DR	112 083	3.09
SELLS CONNIE TREXLER		11310 STOKES FERRY RD		GOLD HILL	NC	28071	0 STOKES FERRY RD	513 006	2.71
SERVICE LINK		1355 CHERRINGTON PKWY		MOON TOWNSHIP	PA	15108	250 WATERSTONE DR	404B008	721.99
SERVICELINK LLC		1355 CHERRINGTON PKWY		MOON TOWNSHIP	PA	15108	0 MCCLEAVE RD	130A01105	27.39
SERVICELINK LLC		1355 CHERRINGTON PKWY		MOON TOWNSHIP	PA	15108	1308 STONEWYCK DR	650B065	30.27
SERVICELINK LLC		1355 CHERRINGTON PKWY		MOON TOWNSHIP	PA	15108	1006 ARBOR DR	114C292	168.37
SERVICELINK LLC		1355 CHERRINGTON PKWY		MOON TOWNSHIP	PA	15108	100 MCCLEAVE RD	130A014	5.11
SERVICELINK LLC		1355 CHERRINGTON PKWY		MOON TOWNSHIP	PA	15108	1345 WINDING CREEK RD	404C010	27.03
SERVICELINK LLC		1355 CHERRINGTON PKWY		MOON TOWNSHIP	PA	15108	1099 EMANUEL ST	249B052	66.07
SERVICELINK LLC		1355 CHERRINGTON PKWY		MOON TOWNSHIP	PA	15108	8340 NC 801 HWY	757 047	744.52
SHADY GROVE BAPT CH TRUSTEES		220 SHADY GROVE CHURCH RD		MOUNT ULLA	NC	28125	0 SHADY GROVE CHURCH RD	550 026	3.84
SHADY GROVE BAPT CH TRUSTEES		220 SHADY GROVE CHURCH RD		MOUNT ULLA	NC	28125	0 SHADY GROVE CHURCH RD	550 053	11.77
SHARP SUSAN LEE	SHARP JEFFREY LEE	1042 LOGANBERRY LN		SALISBURY	NC	28146-7818		178883	1.51
SHAT R SHIELD INC		116 RYAN PATRICK DR		SALISBURY	NC	28147-6628	116 RYAN PATRICK DR	169364	208.43
SHAVER DONNELL ETAL		1145 JOEL ST		CHINA GROVE	NC	28023	1145 JOEL ST	131 280	25.79
SHAVER ROY ALVIN		7130 HIGHWAY 152 E		ROCKWELL	NC	28138	7130 E NC 152 HWY	360 053	15.92
SHELBY PETHEL & HUDSON PA		122 N LEE STREET		SALISBURY	NC	28144	159 PHEASANT LN	361B011	15.70
SHELBY PETHEL & HUDSON PA		122 N LEE STREET		SALISBURY	NC	28144	598 EMERALD RIDGE RD	503F003	45.84
SHELBY PETHEL HUDSON		122 N LEE ST		SALISBURY	NC	28144	1820 MOORESVILLE RD	460 009	22.86
SHELBY PETHEL HUDSON		122 N LEE ST		SALISBURY	NC	28144	1175 HILDEBRAND RD	751 047	22.59
SHELBY PETHEL HUDSON PA		122 N LEE ST		SALISBURY	NC	28144	1370 LAKE FORK RD	610 136	14.81
SHELBY PETHEL HUDSON PA		122 N LEE ST		SALISBURY	NC	28144	440 DUNNS MOUNTAIN CHURCH RD	066 201	11.08
SHELBY PETHEL HUDSON PA		122 LEE ST		SALISBURY	NC	28144	411 LINK ST	362 105	20.17
SHELL HOOF TRIMMING		500 WEAVER RD		CHINA GROVE	NC	28023		177566	1.05
SHELL HOOF TRIMMING	SHELL WENDY A	500 WEAVER RD		CHINA GROVE	NC	28023	780 WEAVER RD	221 172	2.71
SHELL KENNETH R & WF	SHELL WENDY A	500 WEAVER RD		CHINA GROVE	NC	28023	WEAVER RD	221 174	1.41
SHELTON REX V &	SHELTON RHONDA AUSTIN	990 MAHALEY RD		SALISBURY	NC	28146	990 MAHALEY RD	607A067	1.19
SHELTON SANDRA &	SHELTON DAISY	126 BEECHWOOD DR		SALISBURY	NC	28147	126 BEECHWOOD DR	769B023	10.65
SHEPARD LAW, PLLC		8520 CLIF CAMERON DRIVE STE 450		CHARLOTTE	NC	28269	318 TOWN ST	109 132	15.23
SHERMAN JOHN MARTIN	SHERMAN TONYA DEARTH	145 MIRACLE DR		SALISBURY	NC	28146-7031	145 MIRACLE DR	629A118	3.03
SHERRILL MOLLIE D		3195 BROWN RD		MOUNT ULLA	NC	28125	3195 BROWN RD	567 010	8.51
SHERRILL MOLLIE D		3195 BROWN RD		MOUNT ULLA	NC	28125	3155 BROWN RD	567 011	6.28
SHIVE LARRY WAYNE & WF	SHIVE KAYE H	2132 BERTHA ST		KANNAPOLIS	NC	28083	2132 BERTHA ST	158 307	30.50
SHOAF LAW FIRM	8414 FALLS OF NEUSE RD	SUITE 104		RALEIGH	NC	27615	0 VARNADORE RD	634 139	417.63
SHOAF LAW FIRM	8414 FALLS OF NEUSE ROAD	SUITE 104		RALEIGH	NC	27615	210 MILLER CHAPEL RD	467 167	92.55
SHOAF LAW FIRM, PA		8414 FALLS OF NEUSE ROAD STE 104		RALEIGH	NC	27615	370 PINE VALLEY RD	453A144	15.59
SHOE CARNIVAL INC	ATTN TAX DEPT	7500 E COLUMBIA ST		EVANSVILLE	IN	47715-9127	1435 KLUMAC RD	169415	13.73
SHORT JENNIFER BOYD &	PULLEY LESLIE BOYD	38288 PORTER RD		NORWOOD	NC	28128	376 LAKESIDE DR	610A014	15.27
SHULTZ TAMMY ANN		280 ELLIS LOOP RD		HUNTERSVILLE	NC	28078	280 ELLIS ROAD LOOP	321A017	6.03
SIFFORD MICHAEL DEAN & WF	SIFFORD REBECCA W	5310 HIGHWAY 152 E		ROCKWELL	NC	28138-8507	5320 E NC 152 HWY	426 015	39.62
SIFFORD MICHAEL DEAN & WF	SIFFORD REBECCA W	5310 HIGHWAY 152 E		ROCKWELL	NC	28138-8507	5310 E NC 152 HWY	426 074	12.03
SIMON PETER W		1835 DAVIE AVE STE 415		STATESVILLE	NC	28677	1334 HURLEY SCHOOL RD	456 114	8.06
SIMPSON ROBERT K		2239 KENWOOD DR		KANNAPOLIS	NC	28081	2239 KENWOOD DR	245D237	6.68
SINGH RAHUL KUMAR & SP	SINGH PARUL	616 SPENCER LN		KANNAPOLIS	NC	28081	616 SPENCER LN	154D018	2,250.74
SLAGLE JEFFREY C & SPOUSE	SLAGLE BRONISLAVA	226 CONFEDERATE AV		SALISBURY	NC	28144	226 CONFEDERATE AVE	003 004	84.65
SMALL AMANDA		165 ST STEPHENS CHURCH RD		GOLD HILL	NC	28071		174540	1.25
SMALL AMANDA		165 ST STEPHENS CHURCH RD		GOLD HILL	NC	28071	180 BAPTIST CHURCH RD	369 103	11.51
SMALL AMANDA		165 ST STEPHENS CHURCH RD		GOLD HILL	NC	28071	185 ST STEPHENS CHURCH RD	383 015	4.50
SMALL AMANDA	SMALL A G	165 ST STEPHENS CHURCH RD		GOLD HILL	NC	28071	175 ST STEPHENS CHURCH RD	383 028	4.89
SMALL AMANDA	SMALL SHERRI ANNE	165 ST STEPHENS CHURCH RD		GOLD HILL	NC	28071	0 BAPTIST CHURCH RD	369 097	2.72
SMALL AMANDA	SMALL SHERRI ANNE	165 ST STEPHENS CHURCH RD		GOLD HILL	NC	28071	160 ST STEPHENS CHURCH RD	383 014	23.33
SMITH ADA MAE		1922 ROSEMONT ST		SALISBURY	NC	28144	1922 ROSEMONT ST	61200911	23.95
SMITH BENNY LEE		3735 LONG FERRY RD		SALISBURY	NC	28146-8462	0 LONG FERRY RD	605 094	1.03
SMITH BOBBY DALE		1300 LARCHMONT PL APPT 310		SALISBURY	NC	28144	310 LARCHMONT PL	335A003J	10.69
SMITH CAL JR	SMITH CAL JR	1110 N SHAVER ST		SALISBURY	NC	28144	0 SHAVER ST	012 303	4.28
SMITH CAL JR & WF	GILL-SMITH DOROTHY M	1110 N SHAVER ST		SALISBURY	NC	28144	0 SHAVER ST	012 002	5.40
SMITH CALVIN JUNIOR		15475 OLD BEATTY FORD RD		GOLD HILL	NC	28071-9650		149925	1.30
SMITH CALVIN JUNIOR		15475 OLD BEATTY FORD RD		GOLD HILL	NC	28071-9650	15475 OLD BEATTY FORD RD	384 045	2.35
SMITH CLARENCE HARMON		230 HANNAH FERRY RD		SALISBURY	NC	28144-9052	230 HANNAH FERRY RD	308 00701	3.44
SMITH DAVID N & WF	SMITH WANDA S	300 N FULTON ST UNIT 14		SALISBURY	NC	28144	300 N FULTON ST	006B006	59.80
SMITH DEBRA GOODMAN		PO BOX 271		SALISBURY	NC	28145-0271	6375 BRINGLE FERRY RD	621 018	6.23
SMITH HARRY G	SMITH DEBORAH C	120 MIDSAIL RD		SALISBURY	NC	28146-1443		150150	3.23
SMITH HARRY G TRUSTEES	SMITH DEBORAH C	120 MIDSAIL RD		SALISBURY	NC	28146-1443	120 MIDSAIL RD	612 098	53.69

SMITH HOWARD	SMITH JUANITA	8215 CASTOR RD		SALISBURY	NC	28146	8215 CASTOR RD	420 187	2.32
SMITH JEFFREY M		204 HIDDEN SPRING DR		SALISBURY	NC	28147	204 HIDDEN SPRING DR	207A013	1,632.17
SMITH JO NELL		6907 SMOKE CREST DR		KERNERSVILLE	NC	27284	0 FISHER RD	360 188	9.90
SMITH JUANITA H		480 PEACH ORCHARD LN		SALISBURY	NC	28147-8318	480 PEACH ORCHARD LN	407A055	3.02
SMITH MARLENE		9006 SOUTH 4TH AVE		INGLEWOOD	CA	90305	745 NC 801 HWY	806 00602	3.61
SMITH WILLIAM SANFORD & WF	SMITH MILDRED H	2260 7TH ST		SALISBURY	NC	28144-0565	2260 7TH ST	324 014	9.46
SNC BURGER LLC	CULVERS OF SALISBURY	3510 N OAKLAND AVE	SUITE 210	MILWAUKEE	WI	53211-2746	730 JAKE ALEXANDER BLV S	180312	2.82
SNIDER RICHARD NOLAN		725 DREAM LN		SALISBURY	NC	28146-1443	725 DREAM LN	610 036	17.25
SNYDER JOE BENNY		1347 ZIGLAR RD		WINSTON SALEM	NC	27105	0 COOL SPRINGS RD	723 037	1.01
SODERBERG ERIC W & WF	SODERBERG CATHERINE H	1009 LOGANBERRY LN		SALISBURY	NC	28146	1009 LOGANBERRY LN	065F425	45.65
SOETH MARK M &	SOETH JOAN E TRUSTEES	2805 BYRON DR		SALISBURY	NC	28144-8406	1003 S FULTON ST	015 079	22.96
SOMMERS DIANE MCCALL & HUS	SOMMERS ROBERT JAMES	8255 SMITH RD		KANNAPOLIS	NC	28081	8255 SMITH RD	246 396	24.89
SORROW EMILY DAWN		318 N BEAVER ST		LANDIS	NC	28088	320 N BEAVER ST	109 115	19.44
SOTO LAW PLLC TRUST ACCT		1080 EAST BLVD		CHARLOTTE	NC	28203	425 E COUNCIL ST	010 389	10.10
SOUTHERN CLIPPERS INC T/A	GREAT CLIPS	1845 W COBBLESTONE LN		SAINT AUGUSTINE	FL	32092-2799	259 FAITH RD	169585	3.28
SOUTHERN ROOTS	SHIVE BROOKE NICOLE	380 CHEVY AVE		SALISBURY	NC	28146-8729	365 N FISHERMANS LN	509A027	3.15
SPARGER JASON ALLAN		945 CONFEDERATE AVE		SALISBURY	NC	28144	0 W 17TH ST	004 144	2.27
SPARNELL TRINA K		316 TEEPEE TRL		KANNAPOLIS	NC	28081	310 TEEPEE TRL	2493018	43.76
SPECIALTY AGENCY SOLUTIONS LLC		600 W GERMANTOWN PIKE STE 450		PLYMOUTH MEETING	PA	19462	1145 WETMORE RD	809 005	19.17
SPILLMAN SERVICE		PO BOX 738		COOLEEMEE	NC	27014	9050 CALDWELL RD	220 001	2.86
SPILLMAN SERVICE		PO BOX 738		COOLEEMEE	NC	27014	126 CLOVER RIDGE CT	263 067000001	1.05
SPILLMAN SERVICE		PO BOX 738		COOLEEMEE	NC	27014	185 DEB ST	802A032	3.18
SPILLMAN SERVICE		PO BOX 738	116 NEELY ST	COOLEEMEE	NC	27014-0738	13330 STATESVILLE BLVD	263 010	2.37
SPILLMAN SERVICE		PO BOX 738	116 NEELY ST	COOLEEMEE	NC	27014-0738	141 CLOVER RIDGE CT	263 018000001	1.14
SPILLMAN SERVICE		PO BOX 738	116 NEELY ST	COOLEEMEE	NC	27014-0738	350 FOUR LAKES DR	263C044	2.42
SPILLMAN SERVICE		PO BOX 738	116 NEELY ST	COOLEEMEE	NC	27014-0738	125 FOUR LAKES DR	263C057	1.75
SPILLMAN SERVICE		PO BOX 738	116 NEELY ST	COOLEEMEE	NC	27014-0738	6260 US 601 HWY	311 077	4.79
SPILLMAN SERVICE		PO BOX 738	116 NEELY ST	COOLEEMEE	NC	27014-0738	2415 PHIFER RD	726 011	2.47
SPILLMAN SERVICE		PO BOX 738	116 NEELY ST	COOLEEMEE	NC	27014-0738	360 NC 801 HWY	802 046	2.74
SPILLMAN SERVICE		PO BOX 738	116 NEELY ST	COOLEEMEE	NC	27014-0738	0 ERWIN TEMPLE CHURCH RD	802 050	1.29
SPILLMAN SERVICE		PO BOX 738	116 NEELY ST	COOLEEMEE	NC	27014-0738	260 DEB ST	802A019	3.54
SPILLMAN SERVICE		PO BOX 738	116 NEELY ST	COOLEEMEE	NC	27014-0738	1380 NC 801 HWY	806 002	5.50
SPILLMAN SERVICE		116 NEELY ST	PO BOX 730	COOLEEMEE	NC	27014-0738		151427	2.20
SPILLMAN SERVICE		116 NEELY ST	PO BOX 738	COOLEEMEE	NC	27014-0738	655 BAKER MILL RD	258 047	1.92
SPRY SUSAN M & HUS	SPRY ROBERT ALLEN	417 OLD TULIP FARM RD		SALISBURY	NC	28147-6723	417 OLD TULIP FARM RD	317A052	12.94
STACYE J HARBORTH DDS PA		484 JAKE ALEXANDER BLVD W		SALISBURY	NC	28147-1365	484 JAKE ALEXANDER BLVD W	171630	16.21
STANCIL THOMAS J		828 PARK AVE		SALISBURY	NC	28144	828 PARK AVE	016 353	12.15
STANDARD MICHAEL DAVID	STANDARD TAMMY HILTON	130 TIMBERLAKE CT		SALISBURY	NC	28146-8791		151818	4.08
STEARNS BANK NA	% ADVANCED PROP TAX COMPLIANCE	1611 N INTERSTATE 35E STE 428		CARROLLTON	TX	75006-8616	1508 W INNES ST	173782	1.26
STEELE HATTIE MAE		302 S CRAIGE ST		SALISBURY	NC	28144	302 S CRAIGE ST	009 422	9.17
STEELE PHYLLIS	STEELE PHYLLIS W	113 BASS CT		SALISBURY	NC	28146-9503	113 BASS CT	509A113	21.41
STEELE PHYLLIS W	STEELE PHYLLIS W	113 BASS CT		SALISBURY	NC	28146-9503		152160	1.30
STEVEN FOSKETT PA	GALLAGHER DEBRA BUCHANAN	111 WEST FRIENDLY AVE		GREENSBORO	NC	27401	175 MOONLIGHT DR	639 046	11.09
STEVENS JULIE ANNE		1016 GOLDEN EAGLE DR		CHINA GROVE	NC	28023	1016 GOLDEN EAGLE DR	222A015	18.13
STEVENSON KATHY		315 GETER RD		WOODLEAF	NC	27054	315 GETER RD	803A078	4.95
STICKLER DONALD J LIVING TRUST	STICKLER VIRGINIA F	555 CROMER RD		SALISBURY	NC	28146-7161	555 CROMER RD	425 112	28.02
STICKLER DONALD JOSEPH LIVING TRUST		555 CROMER RD		SALISBURY	NC	28146	440 KAY ST	423A163	10.81
STIREWALT JIMMIE LEE & WF	STIREWALT BONNIE M	4365 JACK BROWN RD		SALISBURY	NC	28147	4365 JACK BROWN RD	453 145	8.67
STIREWALT ROBERT DALE		1360 SCERCY RD		CHINA GROVE	NC	28023	0 SCERCY RD	127 030	4.25
STOCK CAR STEEL & ALUMINUM INC		801 PERFORMANCE RD # A		MOORESVILLE	NC	28115-9597	801 PERFORMANCE RD	169761	1.03
STOESSELL INDIA A &	ZVONAR ALEXANDER W & WF CAROLE	329 S FULTON ST		SALISBURY	NC	28144	329 S FULTON ST	010 076	31.23
STONER JUSTIN MARTIN &	CARRIKER KRISTEN NICHOLE	1010 BENTLEY CT		ROCKWELL	NC	28138	3655 ORGAN CHURCH RD	378A042	108.91
STORY WILLIAM T		PO BOX 6		CHINA GROVE	NC	28023	804 N CHAPEL ST	163 079	2.92
STORY WILLIAM T		PO BOX 6		CHINA GROVE	NC	28023	802 N CHAPEL ST	163 115	4.77
STORY WILLIAM T		PO BOX 6		CHINA GROVE	NC	28023	3015 SHUE RD	479A014	10.14
STOUT HEATING & AIR CONDITIONING, INC	STOUT SHARON W	4243 S MAIN ST		SALISBURY	NC	28147	4243 S MAIN ST	471 078	24.81
STOWERS RAYMOND R		1020 SELLS RD		SALISBURY	NC	28144-0000	1020 RUFTY CIR	320 255	2.28
STOWERS RAYMOND R		1020 SELLS RD		SALISBURY	NC	28144-0000	1020 SELLS RD	325 00107	14.28
STRATTON PHYLLIS P		1006 ARCHER ACRES DR		SALISBURY	NC	28147-5644		153141	1.01
STROTHER STEPHEN H &WF	STROTHER SYLVIA D	6400 WRIGHT RD		KANNAPOLIS	NC	28081	6400 WRIGHT RD	249B311	4.91
STROTHER STEPHEN HOWARD		6400 WRIGHT RD		KANNAPOLIS	NC	28081-8937		153249	1.06
STRUP DONNA M VALENZA	STRUP DONNA	114 LINCOLN ST		DELTA	OH	43515-1337	0 ROBINSON RD	052 167	2.98
STUBBS BILLY MARVIN & WF	STUBBS DALE	230 1ST CORRIHER ST		CHINA GROVE	NC	28023-6658	230 1ST CORRIHER ST	134 047	2.00
STUBBS DONALD E JR & WF	STUBBS CAROL A	330 LIBERTY RD		GOLD HILL	NC	28071-7603		153291	1.56
STUBBS W. KENNETH		747 N CENTRAL AVE		LANDIS	NC	28088	747 N CENTRAL AVE	163 06608	6.95
SUCCESS MORTGAGE PARTNERS INC		1200 S SHELDON RD SUITE 150		PLYMOUTH	MI	48170	511 S CAROLINA AVE	032 020	14.75
SULLIVAN E. MICHAEL		PO BOX 174		COULEE DAM	WA	99116	0 BEE TREE RD	412B258	1.11
SUNCAKES NC LLC	IHOP #4423	PO BOX 59924		DALLAS	TX	75229-1924	105 FAITH RD	180168	2.22
SUNTRUST		3001 HACKBERRY RD		IRVING	TX	75063	120 AUGUSTA DR	731A035	20.73
SUTHERLAND KENNETH E		850 WILKINSON RD		MOORESVILLE	NC	28115-4269	850 WILKINSON RD	231 027	10.27
SWICEGOOD TOMMY JOE & WF	SWICEGOOD CLAUDIA ANN	325 HIDDEN HUT RD		SALISBURY	NC	28147-7871	206 GROVE ST	002 214	16.46
SWING TRANSPORT INC		1405 N SALISBURY AVE		SALISBURY	NC	28144-8544	1405 N SALISBURY AVE	169899	57.61
SWINSON KENNETH LEE		270 GOLD KNOB RD		SALISBURY	NC	28146	270 GOLD KNOB RD	356 049	28.13

SWINSON KENNETH LEE T/A	KENNYS AUTO CARE	270 GOLD KNOB RD		SALISBURY	NC	28146-8752	270 GOLD KNOB RD	169905	1.33
SWINSON KENNETH LEE LLC		270 GOLD KNOB RD		SALISBURY	NC	28145		153861	1.90
SWINSON TONY EUGENE		302 DANA DR		SALISBURY	NC	28147	302 DANA DR	468A051	10.47
SWINSON TONY EUGENE		302 DANA DR		SALISBURY	NC	28147	0 MILLER CHAPEL RD	474 023	2.73
SWOKOWSKI DONNA ELAINE & HUS	SWOKOWSKI MICHAEL E	115 FULLER CIR		SALISBURY	NC	28147	115 FULLER CIR	468A018	23.55
TAYLOR ROBERT C		140 DUTCH FARM RD		ROCKWELL	NC	28138-8710	140 DUTCH FARM RD	376A027	22.46
TBC CORP	% MARVIN F POER & CO	4300 TBC WAY		PALM BEACH GARDENS	FL	33410	310 FAITH RD	168227	1.81
TESH DONALD B		117 SUGGS AV		SALISBURY	NC	28146-7301	117 SUGGS AVE	064A01101	15.95
TEVEPAUGH THOMAS EARL SR & WF	TEVEPAUGH DOROTHY D	104 POPLAR HAVEN RD		POPLAR BRANCH	NC	27965	2850 CAUBLE RD	309 032	2.22
TEW DAVID WAYNE		175 HENDERSON DR		ROCKWELL	NC	28138	175 HENDERSON DR	375 038	7.77
THAO DIA YING		1806 S GREEN RIVER RD		COWPENS	SC	29330-8808	110 WACCAMAW DR	601 094	1.90
THE BOND LAW FIRM PC		10965 WINDS CORSSING DR STE 400		CHARLOTTE	NC	28273	404 WILKINS LN	005 171	9.12
THE DECLARATION OF LIVING TRUS	OF JOYCE BARRINGER BOST	4122 JOY LN		JACKSONVILLE	FL	32257-0000	2323 S MAIN ST	461 066	8.71
THE DECLARATION OF LIVING TRUS	OF JOYCE BARRINGER BOST	4122 JOY LN		JACKSONVILLE	FL	32257-0000	2323 S MAIN ST	461 066	572.25
THE FLOWER BASKET	DEAN PAMELA CREWS	319 BROAD ST		ROCKWELL	NC	28138	319 BROAD ST	362 216	40.06
THE FLOWER BASKET	DEAN PAMELA CREWS	319 BROAD ST		ROCKWELL	NC	28138	0 BROAD ST	362 217	4.12
THE FLOWER BASKET	THE FLOWER BASKET	319 BROAD ST		ROCKWELL	NC	28138-0319	319 BROAD ST	165421	2.39
THE MEDICINE SHOPPE		1357 W INNEST ST		SALISBURY	NC	28144	1357 W INNES ST	020 005	52.03
THE REINALT-THOMAS CORPORATION	DISCOUNT TIRE STORE	DEPT 2800-NCC25	20225 N SCOTTSDALE RD	SCOTTSDALE	AZ	85255-6456	505 JAKE ALEXANDER BLVD W	165512	16.28
THE RESOURCE COMPANY		1292 S STRATFORD RD		WINSTON SALEM	NC	27103-3016	1933 JAKE ALEXANDER BLVD STE 104	173732	2.36
THE SPERRY LAW FIRM P.C.		15801 BRIXHAM HILL AVE. STE 225		CHARLOTTE	NC	28277	512 W 7TH ST	149 276	18.88
THOMAS & WEBBER, PLLC		514 WILLIAMSON RD STE 431		MOORESVILLE	NC	28117	180 BIRCHWOOD DR	356D267	14.27
THOMAS ANNIE HALL &	THOMAS GEORGE & THOMAS GREGORY	4875 JACK BROWN RD		SALISBURY	NC	28147	4875 JACK BROWN RD	453 222	6.19
THOMAS JANET P		PO BOX 2041		SHALLOTTE	NC	28459	0 N MAIN ST	064 132	3.22
THOMAS MCCONNELL FAMILY LLC		514 WILLIAMSON RD #431		MOORESVILLE	NC	28117-9227	501 W MAIN ST	252 008	16.40
THOMAS MCCONNELL FAMILY LLC		514 WILLIAMSON RD #431		MOORESVILLE	NC	28117-9227	6750 LONG BRANCH RD	754 064	7.58
THOMAS MICHAEL D SR & WF	THOMAS RUTH B	6220 OLD MOCKSVILLE RD		SALISBURY	NC	28144	6230 OLD MOCKSVILLE RD	300 006	2.84
THOMAS MICHAEL D SR & WF	THOMAS RUTH B	6220 OLD MOCKSVILLE RD		SALISBURY	NC	28144	6220 OLD MOCKSVILLE RD	300 046	14.67
THOMPSON MALCOLM EDWARD & WF	THOMPSON JAYNE	104 CRUSE CIR		SALISBURY	NC	28146	104 CRUSE CIR	417 112	10.41
THOMPSON MATTHEW JOET		960 BYRD RD		SALISBURY	NC	28146	960 BYRD RD	403 026	33.20
THOMPSON SCREEN PRINTS INC	712 PALMER RD	PO BOX 1325		ROCKWELL	NC	28138-1325	712 PALMER RD	170083	51.73
TIGER WORLD INC		4405 COOK RD		ROCKWELL	NC	28138	0 ROCK GROVE CHURCH RD	425 079	7.71
TIMEPAYMENT CORP	ATTN: TAX DEPT	1600 DISTRICT AVE STE 200		BURLINGTON	MA	01803-5233		170132	1.66
TIMIOS INC	CAMPBELL ROSLYN D	5716 CORSA AVE STE 102		WESTLAKE VILLAGE	CA	91362	1238 MAXWELL ST	003 285	322.02
TIMIOS INC	KOEKEBACKER ELIZABETH	5716 CORSA AVE STE 102		WESTLAKE VILLAGE	CA	91362	151 ADRIAN RD	632A017	248.15
TIMIOS INC	NORTON ALMA F	5716 CORSA AVE SUITE 102		WESTLAKE VILLAGE	CA	91362	1510 BARNHARDT RD	221A103	65.56
TINO EQUIPMENT LLC	AIRPLANE LISTING ONLY	402 KLUMAC RD		SALISBURY	NC	28144-6728	MID-CAROLINA REGIONAL AIRPORT	175211	19.71
TITLE 365 COMPANY		345 ROUSER RD BUILDING 5 STE 101		CORAOPOLIS	PA	15108	178 EDEN PARK DR	221A113	18.44
TITLE365 COMPANY		345 ROUSER RD BUILDING 5 STE 101		CORAOPOLIS	PA	15108	1140 ROCK GROVE CHURCH RD	428 183	19.19
TJ MORRIS ATTORNEY		403 CRESTWOOD LN		SPENCER	NC	28159	403 CRESTWOOD LN	036A087	25.30
TJX COMPANIES INC	% INTERNATIONAL APPRAISAL CO	PO BOX 9133		FRAMINGHAM	MA	1701	375 FAITH RD	167656	62.30
TRACEY LASHONDA BUSH		708 BRINGLE FERRY RD		SALISBURY	NC	28144	0 CLAY ST	024 14801	2.28
TRAN THI TIM		1485 PROVIDENCE CHURCH RD		SALISBURY	NC	28146-1528	0 OLD MOCKSVILLE RD	307 018	8.97
TREXLER JAMES WILLIAM		2440 LIBERTY RD		GOLD HILL	NC	28071-7620	9820 BRINGLE FERRY RD	502 003	19.04
TREXLER JAMES WILLIAM		2440 LIBERTY RD		GOLD HILL	NC	28071-7620	0 HILL RD	522 049	6.90
TREXLER JAMES WILLIAM		2440 LIBERTY RD		GOLD HILL	NC	28071-7620	HILL RD	522 111	1.74
TREXLER JAMES WILLIAM		2440 LIBERTY RD		GOLD HILL	NC	28071-7620	2440 LIBERTY RD	522 112	69.23
TRIER JEROME M & WF	TRIER LINDA	600 W BANK ST		SALISBURY	NC	28146-8793	600 W BANK ST	351 028	1,885.67
TROUBLEFIELD DOROTHY B		324 MALCOLM RD		SALISBURY	NC	28144	324 MALCOLM RD	326A126A	10.00
TROYER COUNTRY MARKET		4077 STATESVILLE BLVD		SALISBURY	NC	28147-7459	4077 STATESVIILLE BLV	170238	2.00
TROYER MEDICAL, INC	TROYER VICKIE H	107 S CENTRAL AV		LANDIS	NC	28088-0000	107 S CENTRAL AVE	106 02501	679.80
TRUE VALUE OF SALISBURY		1818 W INNES ST		SALISBURY	NC	28144-0000	1818 W INNES ST	170244	2.89
TURMAN JOE NOWELL		110 REDMAN DR		SALISBURY	NC	28147-8044	110 REDMAN DR	451 081	5.20
UNITED REFRIGERATION INC	% TAX DEPARTMENT	11401 ROOSEVELT BLVD		PHILADELPHIA	PA	19154-2102	1912 S MAIN ST	170307	5.66
UPRIGHT SALEE		1135 N ENOCHVILLE AVE		CHINA GROVE	NC	28023	1135 N ENOCHVILLE AVE	244A02702	11.00
UWHARRIE BANK	FULGHUM ANDREA SMITH	PO BOX 338		ALBEMARLE	NC	28002	306 N ZION ST	107 214	2,838.68
VALUE ADDED DISTRIBUTORS	ATTN JOHN SMOOTS	800 EAST CANAL ST. STE 100		RICHMOND	VA	23219	823 CORPORATE CIR	170396	5.79
VANDERBILT MORTGAGE & FINANCE INC		PO BOX 9800		MARYVILLE	TN	37802	131 CRYSTAL CREEK DR	112 072	4.13
VANHOY PATRICIA M & HUS	VANHOY RONALD D	PO BOX 512		ROCKWELL	NC	28138	506 W MAIN ST	362 039	19.49
VARIETY PRODUCE		PO BOX 1375		ROCKWELL	NC	28138-1375	415 W MAIN ST	164664	3.40
VEHICLE TITLING TRUST	% ADVANCED PROPERTY TAX COMPLIANCE	1611 N INTERSTATE 35E SUITE 428		CARROLLTON	TX	75006-8616	1025 LUCAS LN	178629	1.72
VENNING NATHANIEL W & WF	VENNING BRENDA S	509 CHARLES ST		SPENCER	NC	28159	509 CHARLES ST	036A115	30.54
VIKI M WEST ATTORNEY		PO BOX 1562		MOORESVILLE	NC	28115	514 PINE ST	132A062	33.49
VYACHESLAV V KIRCHEVAKIY SOLE PROP	KIRCHEVKSIY VYACHESLAV	8327 FAIR OAKS BLVD	APT 21	CARMICHAEL	CA	85608-1960	1156 ST PETERS CHURCH RD	367 028	2.10
VYLLA TITLE LLC		6200 TENNYSON PARKWAY STE 110		PLANO	TX	75024	606 SAWTOOTH OAK DR	129F003	236.29
VYLLA TITLE LLC		6200 TENNYSON PARKWAY STE 110		PLANO	TX	75024	1330 EARNHARDT RD	056A097	145.82
WADDELL DAVIS JOYCE		PO BOX 251		NEWELL	NC	28126	0 LAUREL ST	012 051	3.03
WADDELL JOYCE DAVIS		PO BOX 251		NEWELL	NC	28126	526 E FISHER ST	019 114	18.91
WADDELL MICHAEL T & WF	WADDELL ANGELA GRUBBS	1145 CLAUDE AVE		SALISBURY	NC	28147-9626	1145 CLAUDE AVE	464C310	13.14
WAEGER MICHAEL F & WF	WAEGER LINDA M	1505 CENTRAL DR		KANNAPOLIS	NC	28083-3975	0 GWYNN ST	329A055	3.62
WAGNER ERNEST F & WF	WAGNER JOYCE M	1725 RAINEY RD		SALISBURY	NC	28146-8984	145 CLEARBROOK DR	356 169	1.85
WAGNER JOSHUA SCOTT	WAGNER CHANNING SKYE	223 WAGNER COUNTRY DR		SALISBURY	NC	28146	223 WAGNER COUNTRY DR	418 128	17.68
WAGNER JOSHUA SCOTT		223 WAGNER COUNTRY DR		SALISBURY	NC	28146-6714		157799	1.54

WAGNER RANDY M	C/O WILLIAM BARBOUR	2980 HWY 152 E		CHINA GROVE	NC	28023	0 HUNT LN	007 17402	1.10
WAGNER RANDY MARLIS	WAGNER MELISSA JAN	480 PHANIEL CHURCH RD		ROCKWELL	NC	28138	480 PHANIEL CHURCH RD	428 129	16.12
WALLACE MATTHEW		3429 TRINITY CHURCH RD		CONCORD	NC	28027-0000	224 MARY ST	159 113	14.37
WALLACE MATTHEW		3429 TRINITY CHURCH RD		CONCORD	NC	28027-0000	240 WESTEN ACRES DR	2494006	8.49
WALLACE MATTHEW RYAN		3429 TRINITY CHURCH RD		CONCORD	NC	28027	111 S CHAPEL ST	109 020A	14.65
WALLER CHRISTOPHER	WALLER CHRISTOPHER LEE	205 WARD ST		NEWTON CENTER	MA	2459	0 SKYSAIL RD	612 169	3.95
WALTERS BILLY FRANKLIN		8135 LONGBRIAR DR		KANNAPOLIS	NC	28081-8598		158551	2.36
WALTERS BILLY FRANKLIN		8135 LONGBRIAR DR		KANNAPOLIS	NC	28081-8598	8135 LONGBRIAR DR	248 214	6.46
WALTERS JESS JORAM		131 S GIBBS RD		MOORESVILLE	NC	28117		175616	1.05
WALTON C MICHAEL		3404 RIVER RD		AUSTIN TX	TX	78703	0 OLD UNION CHURCH RD	604 00601	2.21
WARE JO ANN	WARE CHRISTOPHER WAYNE	1055 HOUSTON LANE		CLEVELAND	NC	27013-8885	1055 HOUSTON LN	280 040	2.40
WARREN LORINE W		12111 SHADE VALLEY RD		GOLD HILL	NC	28071	12111 SHADE VALLEY RD	385 051	11.46
WATERS TERRI	DANIEL DIANNE	191 KIRKPATRICK RD		TAYLORSVILLE	NC	28681-8046	1830 1ST ST	014 238	10.47
WATERS TERRI	DANIEL DIANNE	191 KIRKPATRICK RD		TAYLORSVILLE	NC	28681-8046	0 1ST ST	014 238A	2.61
WAYNE JEREMY & SPOUSE	WAYNE KENDRAITH	10909 EARNHARDT LAKE RD		DAVIDSON	NC	28036-7514	8172 KARRIKER RD	247 150	9.68
WEAVER CHARLES L & WF	WEAVER PHYLLIS A ETAL	1918 CRESTMONT ST		KANNAPOLIS	NC	28081	1918 CRESTMONT AVE	155 059	7.12
WEBB FOUR PROPERTIES	WEBB GWENDOLYN G	104 SUDLEY CIRCLE		SALISBURY	NC	28144	155 BERNARD LN	606 053	14.11
WEBB JOHN C DDS PA		203 MOCKSVILLE AVE STE C		SALISBURY	NC	28144-3360	203 MOCKSVILLE AVE	170574	8.88
WEBSTER RUSSELL E		2202 ENGLEWOOD ST		KANNAPOLIS	NC	28081	2202 ENGLEWOOD ST	158 226	9.27
WEIDLE STEVEN GREGORY		6235 SOUTHERN LN		SALISBURY	NC	28147-8361		175056	1.94
WELLS FARGO	LOAN # 0499619823	PO BOX 10335		DES MOINES	IA	50306-0335	310 FOX HOLLOW FARM RD	645C001	50.78
WELLS FARGO	LOAN 0373206739	PO BOX 10335		DES MOINES	IA	50306-0335	4440 POTNECK RD	813 067	12.48
WELLS FARGO BANK N.A.		1501 S CANNON CLVD		KANNAPOLIS	NC	28082	160 MYRTLE GOODNIGHT RD	117 152	2.24
WELLS FARGO HOME MORTGAGE		PO BOX 10335		DES MOINES	IA	50306-0335	520 SPENCE DR	321F001	7.49
WESTCOR LAND TITLE CO		600 W GERMANTOWN PIKE STE 450		PLYMOUTH MEETING	PA	19462	819 SPENCER LN	154B010	36.99
WESTERN UNION FINANCIAL SVC	7001 E BELLEVIEW AVE	STE 680		DENVER	C	80237-3284		170625	3.25
WFG LENDER SERVICES LLC	2625 TOWNSGATE ROAD	SUITE 101		WESTLAKE VILLAGE	CA	91361	6245 LYNN RD	750 027	307.42
WHEATLEY KARL H & WF	WHEATLEY MAURINE MARKS	1075 HAWKSBURY DR		CHINA GROVE	NC	28023	1075 HAWKESBURY DR	221F002	10.10
WHIDDEN WILLIAM K &WF	WHIDDEN BARBARA C	702 COURT SIDE DR		SALISBURY	NC	28144-0000	702 COURT SIDE DR	326E072	31.41
WHITAKER GERALD D		3003 MOORESVILLE RD		SALISBURY	NC	28147	3003 MOORESVILLE RD	463A043	12.66
WHITE CHONITA	WHTIE CHONITA D SMITH	PO BOX 1732		SALISBURY	NC	28145	2128 AIRPORT RD	463C232	9.06
WHITE DONALD LEE		7020 MOORESVILLE RD		SALISBURY	NC	28147-7676	0 MOORESVILLE RD	768 027	4.99
WHITE DONALD R & WF	WHITE JENNIFER K	1291 RAYMONDS CREEK DR		CHINA GROVE	NC	28023	1291 RAYMONDS CREEK DR	430C007	3.56
WHITE JOHN H	% JOHN H WHITE	623 E 33RD PL		CHICAGO	IL	60616	620 HAWKINSTOWN RD	324A027	4.28
WHITE JOHN H	% JOHN H WHITE	623 E 33RD PL		CHICAGO	IL	60616	0 HAWKINSTOWN RD	324A028	2.21
WHITE TERRY DALE &WF	WHITE LOUISE ODOM	1005 MEADOWCREEK DR		CHINA GROVE	NC	28023	1005 MEADOWCREEK DR	224 027	2.25
WHITLEY DAVID CHARLES SR & WF	WHITLEY HOLLY REED	1125 CHATHAM LN		SALISBURY	NC	28146	1125 CHATHAM LN	404A111	17.92
WHITLEY GERALDINE A &	CROSBY BRENDA G	945 D EARNHARDT RD		ROCKWELL	NC	28138	162 ORGAN TR	374B083000001	82.00
WHITLEY STEVEN R		PO BOX 1020		FORT MYERS	FL	33902	0 POOLE RD	640 002	14.73
WHITLEY STEVEN R TRUSTEE		PO BOX 1020		FORT MYERS	FL	33902	1225 POOLE RD	640 001	29.82
WIGGINS MORRIS LEE JR &	WIGGINS TAYLOR ELIZABETH	2807 N. MAIN ST		KANNAPOLIS	NC	28081	2807 N MAIN ST	156 056	10.05
WIGHTMAN TANNER & WF	WIGHTMAN AMY	3297 LOCK ERNE AV		KANNAPOLIS	NC	28081	2260 TULLY MORE DR	132C069	3.55
WILES PATSY G		7240 HWY 152 E		ROCKWELL	NC	28138-8875	7240 E NC 152 HWY	361 033	6.95
WILKINSON KEITH WILLIAM &	JANSEN SABRINA ANN	7880 BARNCLIFF CT		KANNAPOLIS	NC	28081	615 POPLAR AVE	149 221	16.12
WILL FREDRICK		250 FLOWERING TREE LN		ROCKWELL	NC	28138	250 FLOWERING TREE LN	378B013	11.97
WILLIAMS ALEX REID		245 HICKORY SPRINGS LN		SALISBURY	NC	28146-7513	0 SCOUT RD	500 449	3.98
WILLIAMS DORTHA C		1002 W STOKES ST		CHINA GROVE	NC	28023	1002 W STOKES ST	114I009	25.88
WILLIAMS EULESTER LANIER		3630 CALADESI RD		CLERMONT	FL	34711	1013 TREXLER ST	025 073	1.88
WILLIAMS JASON O		129 S ELLIS ST.		SALISBURY	NC	28144	1895 WOODLEAF BARBER RD	819 013	11.34
WILLIAMS MAMIE L		208 CLANCY ST		SALISBURY	NC	28147	208 CLANCY ST	331A031	2.81
WILLIAMS RICHARD HIRAM		147 SHUMAKER DR		STATESVILLE	NC	28625	0 SHUMAC LN	637 046	1.14
WILSON ALFRED C	PERSONAL AIRCRAFT ONLY	8660 US HIGHWAY 601		SALISBURY	NC	28147-7724		170703	5.83
WILSON KEITH LEE &	WILSON JULIE BAUCUM	120 EMILY RD		CHINA GROVE	NC	28023	120 EMILY RD	137 126	5.96
WILSON PERRY WILLIAM &WF	WILSON JANICE BARNHARDT	3185 RIVER RD		RICHFIELD	NC	28137	3185 RIVER RD	530C044	3.87
WILSON WILLIEMENA		311 OAK ST		EAST SPENCER	NC	28039	311 OAK ST	026 149	6.77
WILSON WILLIEMENA & HS	WILSON DAVID	311 OAK ST.		EAST SPENCER	NC	28039	0 OAK ST	026 334	1.26
WINSLOW JILL STRAUGHN	WINSLOW JILL STRAUGHN	885 BRADSHAW RD		MOUNT ULLA	NC	28125	0 BRADSHAW RD	219 036	29.78
WISE DONALD WAYNE		450 BROOK CIR		SALISBURY	NC	28147	465 BROOK CIR	334C188	1.43
WOOD DEBORAH		192 HOBSON ST #1		NEWARK	NJ	07112-1324	0 IRBY LN	623B196	38.98
WOODSON SAYERS LAWTHER	MASTER TRUST ACCOUNT	PO BOX 829		SALISBURY	NC	28144	1535 LEGION CLUB RD	353 214	21.42
WOODSON SAYERS LAWTHER SHORT		PO BOX 829		SALISBURY	NC	28144	115 W BANK ST	350 100	379.19
WOODSON SAYERS LAWTHER SHORT	PARROTT & ABRAMSON LLP	PO BOX 829		SALISBURY	NC	28144	0 E NC 152 HWY	423 239	9.70
WOODSON SAYERS LAWTHER SHORT		PO BOX 829		SALISBURY	NC	28144	302 KINGSBRIDGE RD	325H039	77.70
WOODSON SAYERS LAWTHER SHORT PARROT	MASTER TRUST ACCOUNT	PO BOX 829		SALISBURY	NC	28144	210 TEAGUE RD	353E187	17.41
WOODSON SAYERS LAWTHER SHORT PARROTT		PO BOX 829		SALISBURY	NC	28144	640 ST ANDREWS CHURCH RD	809A026	2.25
WOODSON SAYERS LAWTHER SHORT PARROTT & ABRAMSON LL		PO BOX 829		SALISBURY	NC	28144	104 OLD CHEROKEE CIR	626 060	9.37
WYATT JERRY LEE & WF	WYATT DEBORAH PHILLIPS	127 THAYER CT		MOORESVILLE	NC	28115	0 DOE RIDGE DR	266A038	6.73
YADKIN SOUTH ENTERPRISES LLC		115 SAINT PAUL CHURCH RD		SALISBURY	NC	28146	4010 OLD CONCORD RD	405 017	23.51
YADKIN SOUTH ENTERPRISES LLC		115 SAINT PAUL CHURCH RD		SALISBURY	NC	28146	1120 APPALACHIAN DR	405 056	58.41
YALE CORDAGE INC	ATTN CRAIG LOCKE	77 INDUSTRIAL PARK RD		SACO	ME	04072-1804	634 INDUSTRIAL AVE	170791	20.54
YAMAHA MOTOR MANUFACTURING CO		1000 HIGHWAY 34 E		NEWNAN	GA	30265-1366	630 INDUSTRIAL AVE	170794	1,183.47
YATAWARA GYNECOLOGY WELLNESS	AND AESTHETICS PC	ATTN GAYLE YATAWATA	415 STATESVILLE BLVD	SALISBURY	NC	28144-2317	415 STATESVILLE BLVD	170803	1.81
YEATER GARY J &	YEATER JUDY B	1351 GLENFIELD DR		SALISBURY	NC	28147	1351 GLENFIELD DR	459F251	9.80

YOUNG JOAN B		1507 S ROWAN AVE		SPENCER	NC	28159	1507 S ROWAN AVE	030 177	27.06
YOUNG TERRY C	YOUNG JULIA WHITLOCK	1126 WESTLAKE DRIVE		KANNAPOLIS	NC	28081-8151	1126 WESTLAKE DR	142B143	96.75
ZAPATA SERVICE		12000 HILLCREST LN		HUNTERSVILLE	NC	28078	1155 OLD OAK LN	8173010	2.63
ZIMMERMAN SUSAN & HUS	ZIMMERMAN MICHAEL	510 BARBER JUNCTION RD		CLEVELAND	NC	27013-9777	510 BARBER JUNCTION RD	270 020	1.09
ZVONAR CAROLE S		329 S FULTON ST		SALISBURY	NC	28144	1215 S SALISBURY AVE	030 126	25.93
								TOTAL:	**$ 139,254.45**

Tonya Parnell

Tax Collector

JUNE 2021 VTS REFUNDS

TAXPAYER NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	REFUND REASON	TRANS #	REFUND
ALLOIS, DAVID KEITH	340 ST PETERS CHURCH RD		GOLD HILL	NC	28071	Tag Surrender	147402210	7.01
BASSINGER, RONALD GENE	810 N CRAIGE ST		SALISBURY	NC	28144	Vehicle Sold	221198685	109.94
BECK, JAMES WILLIAM JR	2855 LIPE RD		CHINA GROVE	NC	28023	Vehicle Sold	147465840	3.82
BENGE, MICHAEL WAYNE	4380 HIGHWAY 152 E		ROCKWELL	NC	28138	Vehicle Totalled	147465788	8.47
BENGE, MICHAEL WAYNE	4380 HIGHWAY 152 E		ROCKWELL	NC	28138	Vehicle Sold	147465786	6.42
BOST, KENNETH KEVIN	1605 SAFRIT RD		SALISBURY	NC	28146	Vehicle Totalled	146599540	18.70
BOULERICE, ROBERT BERNARD	1518 LUDWICK HEIGHTS LN		SALISBURY	NC	28147	Vehicle Sold	221956476	213.91
BRAZEEL, MICHAEL DAVID	115 W BANK GQ ST		GRANITE QUARRY	NC	28146	Vehicle Sold	146980974	11.23
BROWN, NANCY ALLEN	311 MAJESTIC HEIGHTS DR		SALISBURY	NC	28144	Tag Surrender	221001585	559.08
BROWN, RICHARD NORMAN	210 S LONG ST		SALISBURY	NC	28144	Reg . Out of state	220472448	51.19
BROWN, TED ALAN	4915 OLD CONCORD RD		SALISBURY	NC	28146	SLVG or RBLT TTL	147716388	5.61
CALHOUN, TARA HOPE	1107 ZION CHURCH RD		GOLD HILL	NC	28071	Vehicle Sold	147567838	119.99
CAUBLE, ROBERT LATTA	441 DRAKE LN		SALISBURY	NC	28146	Vehicle Sold	146980952	86.06
CLARKE, MARLIN NIGEL	740 MT VERNON RD		WOODLEAF	NC	27054	Vehicle Sold	146599550	15.70
COLTON, JASON CHAD	102 HENDREN LN		CLEVELAND	NC	27013	Vehicle Sold	219760338	87.99
COOK, ELIZABETH MABRY	530 TIMBERLANE TRL		SALISBURY	NC	28147	Vehicle Sold	148174004	38.85
COOPER, JASON WESLEY	505 BROOKFIELD CIR		SALISBURY	NC	28146	Vehicle Sold	147970960	126.05
CORRIHER-SMITH, JAN ELAINE	432 CAMERON DR		SALISBURY	NC	28147	Vehicle Sold	146981004	51.59
CRESS, ALAN DALE	2275 SHUE RD		SALISBURY	NC	28147	Tag Surrender	148174096	36.05
CURETON, JUDSON JR	225 HUNTER ST		SALISBURY	NC	28144	Vehicle Sold	146599564	166.75
DONNELLY, AUDREY LYNN	1001 GOLDEN EAGLE DR		CHINA GROVE	NC	28023	Vehicle Sold	146981664	73.94
DRISCOLL, JOHN RICHARD JR	PO BOX 254		SPENCER,	NC	28159	Vehicle Sold	146981608	21.37
EARNHARDT, ORON DALE	1055 OLD CRESS RD		SALISBURY	NC	28147	Vehicle Sold	147200438	52.35
GOODMAN, CHARLES LEROY	520 SPRING GARDEN AVE		KANNAPOLIS	NC	28081	Vehicle Sold	146599562	114.80
GOODNIGHT, ROBERT FRANKLIN	2350 OVERVIEW RD		SALISBURY	NC	28147	Vehicle Sold	147268350	75.29
GORMAN, BECKY MILLER	1135 WEAVER RD		CHINA GROVE	NC	28023	Tag Surrender	148174006	139.33
GRAHAM, RICKIE DALE	1575 GOODNIGHT RD		SALISBURY	NC	28147	Vehicle Totalled	146599574	12.12
HARKEY, JANET SMTIH	1180 BRISON RD		WOODLEAF	NC	27054	Vehicle Sold	147465852	41.68
HEILIG, MATTHEW JUSTIN	650 PATTERSON RD		SALISBURY	NC	28147	Vehicle Sold	147465910	54.14
HELMS, WILLIAM BRANDON	204 RANDOM DR		SALISBURY	NC	28147	Vehicle Sold	147268388	103.48
HENAGAN, CHRISTINA MARIE	710 7TH ST		SPENCER	NC	28159	Vehicle Sold	146599552	24.06
HINSON, ALLEN DALE	802 FOXMEADE CT		SALISBURY	NC	28144	Vehicle Sold	221351778	101.00
HOLLIS, JANET MARIE	170 FRANKLIN CHURCH DR		SALISBURY	NC	28147	Vehicle Totalled	146830896	24.79
HUBBARD, PARKS JOHNNIE	1220 KETCHIE RD		MOUNT ULLA	NC	28125	Vehicle Sold	146980992	85.05
HUDSON, JAMES MILTON III	175 JOE HESS RD		SALISBURY	NC	28146	Situs error	293962332	200.80
HUNTER, RONALD MICKEY	365 GRAYSON DR		SALISBURY	NC	28147	Vehicle Sold	147465838	25.70

Tonya Parnell

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J H COOK AND SONS LLC	PO BOX 249		GRANITE QUARRY	NC	28072	Vehicle Sold	147970972	176.73
JENKINS, DARRELL WAYNE	2595 DEAL RD		MOORESVILLE	NC	28115	Vehicle Sold	146980998	14.50
JOYNER, JOSEPH ALONZA	102 DEVYNNE CT		SALISBURY	NC	28146	Situs error	222247575	22.65
K & K TRUCKING OF ROCKWELL LLC	205 GALLOWAY DR		ROCKWELL	NC	28138	Vehicle Sold	147716960	151.97
K & K TRUCKING OF ROCKWELL LLC	205 GALLOWAY DR		ROCKWELL	NC	28138	Tag Surrender	147716968	293.80
K & K TRUCKING OF ROCKWELL LLC	205 GALLOWAY DR		ROCKWELL	NC	28138	Tag Surrender	147716948	343.91
K & K TRUCKING OF ROCKWELL LLC	205 GALLOWAY DR		ROCKWELL	NC	28138	Tag Surrender	147716970	372.84
K & K TRUCKING OF ROCKWELL LLC	205 GALLOWAY DR		ROCKWELL	NC	28138	Tag Surrender	147716964	364.59
KLEIN, SARAH BLAND	113 TALL PINE CIR		SALISBURY	NC	28147	Vehicle Sold	221198772	206.14
KLUTTZ, MICHELLE BIGGERSTAFF	538 LAUREL CREST DR		KANNAPOLIS	NC	28081	Other Errors	147268778	136.74
LENTZ, JOEL WAYNE	PO BOX 1274		GRANITE QUARRY	NC	28072	Vehicle Sold	146980958	22.66
LENTZ, JOEL WAYNE	PO BOX 1274		GRANITE QUARRY	NC	28072	Vehicle Sold	146980966	2.22
LENTZ, JOEL WAYNE	PO BOX 1274		GRANITE QUARRY	NC	28072	Vehicle Sold	146980960	110.99
LENTZ, MEGAN BARROW	320 PALOMINO DR		SALISBURY	NC	28146	Vehicle Sold	147465844	144.41
LOWE, LAUREN HUFFMAN	1130 BELL RIDGE CT		ROCKWELL	NC	28138	Vehicle Sold	147859248	86.74
LOWERY, REBECCA THOMASON	202 WINDSOR DR		SALISBURY	NC	28144	Vehicle Sold	221956482	8.56
MELTON, LEONARD RAY	1410 SAINT PAUL CHURCH RD		SALISBURY	NC	28146	Situs error	295432868	35.25
MELTON, LEONARD RAY	1410 SAINT PAUL CHURCH RD		SALISBURY	NC	28146	Situs error	295432876	41.48
MELTON, STEVEN RICHARD	329 MAE RD		SALISBURY	NC	28146	Vehicle Sold	146664454	96.77
MITCHELL, PAUL GODMAN	308 STONE RIDGE DR		SALISBURY	NC	28146	Vehicle Sold	220471509	511.30
MONTANEZ, KATHYA DIVINA	2424 KRISTEN LN	N/A	KANNAPOLIS	NC	28083	Vehicle Sold	220471455	203.20
MORTON, TONYA THOMAS	192 SERENITY RIDGE RD		CHINA GROVE	NC	28023	Vehicle Sold	147970968	121.19
NAZARETH CHILDRENS HOME INC	PO BOX 1438		ROCKWELL	NC	28138	Exempt Property	147716366	25.86
NEWTON, SHARON DAWN	321 EASTWOOD DR		SALISBURY	NC	28146	Vehicle Sold	147200432	434.55
NIBLOCK, SYBIL CARTWRIGHT	1520 ARBOR DR		SALISBURY	NC	28144	Vehicle Sold	221198775	35.80
NORDER, TODD ARNOLD	180 BROWN ACRES RD		SALISBURY	NC	28146	Vehicle Sold	146599588	31.94
OSAKWE, EDITH CHIOMA	206 LAURA SPRINGS DR		SALISBURY	NC	28146	Vehicle Sold	221198763	38.23
PRICE, JOHN HILLIS	4890 JACK BROWN RD		SALISBURY	NC	28147	Vehicle Sold	146599572	49.24
RIVAS, JOSE ANTONIO	132 ACKERT AVE		SALISBURY	NC	28144	Vehicle Sold	220800642	33.57
ROBERTSON, JEFFREY MICHAEL	304 HICKORY LN		SALISBURY	NC	28147	Tag Surrender	146664480	72.63
SAFRIT, JEFFREY LYNN	432 HUTCHINS WAY		SALISBURY	NC	28146	Vehicle Sold	147402584	68.27
SMITH, CHRISTOPHER DAWAYNE	115 STOLZ RD		ROCKWELL	NC	28138	Vehicle Sold	147970956	81.47
SMITH, JAMES MICHAEL	178 EDEN PARK DR		CHINA GROVE	NC	28023	Vehicle Sold	146980978	56.47
STERLING, JAMES CALVIN SR	310 HOME RD		SALISBURY	NC	28147	Vehicle Sold	146599386	20.58
STRUCTURAL WATERPROOFING LLC	PO BOX 2107		SALISBURY	NC	28145	Vehicle Sold	220800672	412.92
SYDLOWSKI, EDWARD PETER	1072 FAYE LN		SALISBURY	NC	28146	Tag Surrender	147402422	11.85
URIOSTEGUI SANCHEZ, ARISBEL	106B OVERBROOK RD		SALISBURY	NC	28147	Vehicle Sold	146980730	16.15
VARNADORE, JERRY MAX	4750 RICHFIELD RD		RICHFIELD	NC	28137	Vehicle Sold	146980948	31.23
VAUGHN, ADRIEL DAVID JR	PO BOX 652		EAST SPENCER	NC	28039	Vehicle Sold	147970980	6.45

WALKER, CONNIE ELLER	116 CHIPPEWA TRL		CHINA GROVE	NC	28023	Vehicle Sold	146980982	43.13
WILKICKI, HUGH ADAM	240 RIVER COUNTRY RD		SALISBURY	NC	28146	Vehicle Sold	148174012	6.75
							TOTAL:	**$ 7,820.04**

Sonya Parnell

Tax Collector

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:	August 6, 2021
SUBJECT:	HOME Annual Agreement: Rowan County / City of Concord

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REQUEST

The accompanying agreement specifies funding obligations between Rowan County and the City of Concord for participation in the HOME program for FY 20-21. The County conducted a public hearing for this application and submitted it to the City detailing its intended use of the funds for owner-occupied housing rehabilitation for low to moderate income individuals.

This contract is the standard format used between Rowan and Concord with minor changes reflected in dates and funding amounts.

Concord has also requested the County accept an amendment to the FY 20-21 funding allocation reducing project funding from $178,220.29 to $178,220.00 and administration funding from $10,693.22 to $10,693.20. This is a net decrease in 29 cents and 2 cents, respectively.

RECOMMENDATION

- Authorize the County Manager and related Staff to sign the annual agreement on behalf of Rowan County once processed
- Authorize the County Manager to sign the amendment request form and submit to Concord

ATTACHMENTS:

Description	Upload Date	Type
FY 20-21 Agreement	8/6/2021	Backup Material
Amendment Request	8/6/2021	Backup Material

ANNUAL AGREEMENT FOR THE EXECUTION OF THE HOME INVESTMENT PARTNERSHIPS PROGRAM

This Agreement, made and entered into this _____day of _____**, 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. <u>FUNDING AND PAYMENT</u>:

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**

_____ By: _____

Kim Deason, City Clerk Lloyd Payne, City Manager

(Corporate Seal)

APPROVED AS TO FORM

_____

Valerie Kolcynski, 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**

_____ By: _____

Clerk County Manager

(Corporate Seal)

APPROVED AS TO FORM

_____

County Attorney

This instrument has been pre-audited in the manner required by the "Local Government Budget and Fiscal Control Act."

_____

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).

HOME CONSORTIUM AMENDMENT REQUEST FORM

The form below will be an amendment to the HOME agreement under the Cabarrus, Iredell, Rowan County HOME CONSORTIUM program guidelines. This form must be completed for each type of amendment requested.

Requested Amendment for: [X] HOME [ ] Other Fiscal Year: FY 20-21

Agency Name	Rowan County
Program Request	HOME (Allocation change by HUD)
Person Completing Form	Pepper Bego
Contact Number	704-920-5133

Change in Proposed Action Plan

	Original	Proposed Changes
HOME Allocation Summary	FY 20-21 Original Allocation: Projects: $178,220.29 Admin: $10,693.22	On, December 29, 2020, HUD reduced the FY 20-21 HOME Consortium Award. New member allocation is: Projects: $178,220.00 Admin: $10,693.20
Primary Target Area Beneficiaries of Funding	HOME Consortium Service Area	HOME Consortium Service Area
Amended Scope of Services		

HOME CONSORTIUM AMENDMENT REQUEST FORM

I approve the amendment(s) requested to be incorporated into our current HOME agreement. All other provisions of the agreement shall remain unchanged.

Authorized Member Representative Signature/Title Date

Print Name: _____

I approve the amendment(s) requested to be incorporated into the current HOME Agreement for _____ (HOME Member). All other provisions of the agreement shall remain unchanged.

Lloyd Wm. Payne, Jr., ICMA-CM Date
City of Concord City Manager

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:	August 6, 2021
SUBJECT:	Schedule September 7, 2021 Public Hearing: FY 19-20 HOME Funding Increase

---

BACKGROUND

The Commission conducted a public hearing on March 18, 2019 to adopt its FY 19-20 HOME Action Plan. The funding amount advertised for its public hearing suggested the County would receive $147,366 but due to changes in Consortium participation and HUD allocations, the County's allocation increased to $192,081. The County received notice of this funding increase in May 2019.

Accordingly, the County budgeted the increase in funding ($192,081) and administrative costs ($11,525), but was not advised of the need to conduct another public hearing. Based on a similar occurrence of funding increase in the FY 21-22 application, Staff recommends the Commission schedule another public hearing to acknowledge receipt and acceptance of these programmed funds.

RECOMMENDAITON

- Schedule a public hearing for the September 7, 2021 Commission meeting regarding acceptance of the increased funding for the County's FY 19-20 HOME program.

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, Director of Purchasing and Contract Administration
DATE:	08-06-21
SUBJECT:	Request to Post RFP for Project 25 (P25) Subscriber Units

---

Rowan County Emergency Services wishes to send out a Request for Proposals (RFP) for Project 25 (P25) Subscriber Units. The purpose of this RFP is to obtain pricing for both immediate and future purchases of P25 subscriber devices for use by Public Safety and Non-Public Safety departments within Rowan County. These devices are both portable and mobile radios. It is anticipated that approximately 2,000 units shall be initially acquired through this competitive procurement process and will serve Law Enforcement, Fire Service and Public Service personnel. Federal Engineering, Inc. has worked with the County to write the RFP.

Recommendation: The Emergency Services Office and the Purchasing Department recommend that the Request for Proposal be sent out by Rowan County.

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, Director of Purchasing and Contract Administration
DATE:	08-07-21
SUBJECT:	Purchase of Equipment and Upfit for 18 Sheriff's Office Vehicles

---

In accordance with G.S. 143-129(e)(3), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established through a competitive bidding group purchasing program and if the contractor is willing to extend to the County the same or morefavorable prices, terms and conditions as established in that contract. Campbell Brown Inc. has agreed to extend to the County the same price and terms set forth in their contract with the North Carolina Sheriff's Association (Bid 20-03-0910-Sound Off, Inc-Catalog Discount Specification #124) for the purchase of equipment and upfit for eighteen (18) vehicles. The total cost for all of the equipment and upfit for the vehicles is $141,774.95.

Attached is the awarded catalog page from the NCSA Bid Award, proposed purchase orders, and email from the NCSA to explain pricing. The NCSA bid documents are on file in the Purchasing Office. The purchase of the vehicles is within the approved fiscal year 2022 budget.

Recommendation: The Sheriff's Office and the Purchasing Department recommend that the contract be awarded to Campbell Brown, Inc for the purchase of equipment and upfit of eighteen (18) vehicles at a cost not to exceed $141,774.95.

ATTACHMENTS:

Description	Upload Date	Type
Cover Memo	8/7/2021	Cover Memo
Sheriff's Association Information	8/7/2021	Backup Material

Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144
Phone (704) 216-8100 Fax (704)-216-8166

To: Rowan County Board of Commissioners
Aaron, Church, County Manager

From: Anna Bumgarner, Director of Purchasing/Contract Administration

Re: Approval for Equipment and Upfit of Vehicles for Sheriff's Office

Date: August 16, 2021

In accordance with G.S. 143-129(e)(3), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established through a competitive bidding group purchasing program and if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in that contract. Campbell Brown Inc. has agreed to extend to the County the same price and terms set forth in their contract with the North Carolina Sheriff's Association (Bid 20-03-0910-Sound Off, Inc-Catalog Discount Specification #124) for the purchase of equipment and upfit for eighteen (18) vehicles. The total cost for all of the equipment and upfit for the vehicles is $141,774.95.

Attached is the awarded catalog page from the NCSA Bid Award, proposed purchase orders, and email from the NCSA to explain pricing. The NCSA bid documents are on file in the Purchasing Office. The purchase of the vehicles is within the approved fiscal year 2022 budget.

Recommendation: The Sheriff's Office and the Purchasing Department recommend that the contract be awarded to Campbell Brown, Inc for the purchase of equipment and upfit of eighteen (18) vehicles at a cost not to exceed $141,774.95.

NORTH CAROLINA SHERIFFS' ASSOCIATION

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
SOUND OFF, INC. - CATALOG DISCOUNT (Specification #124)			
Campbell-Brown Inc	2020 Sound-Off Catalog Discount	★Appalachia	$52.00
Campbell-Brown Inc	2020 Sound-Off Catalog Discount	★Dogwood	$52.00
Campbell-Brown Inc	2020 Sound-Off Catalog Discount	★Cardinal	$52.00
Campbell-Brown Inc	2020 Sound-Off Catalog Discount	★Longleaf Pine	$52.00

NORTH CAROLINA SHERIFFS' ASSOCIATION

SOUND OFF, INC. - CATALOG DISCOUNT SPECIFICATION #124

2020 Sound-Off Catalog Discount

Please note that the below NCSA Procurement discount percentage is off the MSRP price of all items within the Sound Off equipment catalog. Please contact the NCSA Sound Off Contractor for ordering instructions. ***FOB DESTINATION - BUYER BEARS FREIGHT CHARGES***

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. CATALOG DISCOUNT
    a. Catalog Discount Percentage from MSRP Published Price

NORTH CAROLINA SHERIFFS' ASSOCIATION

SOUND OFF, INC. - CATALOG DISCOUNT SPECIFICATION #124

2020 Sound-Off Catalog Discount

The Sound-Off Catalog Discount purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and NCSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
BASE PRICE:	$52.00	$52.00	$52.00	$52.00
DELIVERY TIME:	30 - 60 days	30 - 60 days	30 - 60 days	30 - 60 days

Please note: Delivery time may extend past the delivery time listed above as a result of delays from the manufacturer.

While the North Carolina Sheriffs' Association has attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Catalog Discount			
DEALER:	Campbell-Brown Inc	Campbell-Brown Inc	Campbell-Brown Inc	Campbell-Brown Inc
ZONE:	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
BASE PRICE:	$52.00	$52.00	$52.00	$52.00

Order Code	Add Options	All Zones
INSTALLATION [1]	Labor Rate - Per Hour	$75.00[1]

Bumgarner, Anna R

From: Kaylyn Mitman <kmitman@ncsheriffs.net>
Sent: Friday, August 6, 2021 3:58 PM
To: Bumgarner, Anna R
Subject: RE: NC Sheriff's Association Procurement Program - Campbell-Brown

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.

Anna,

Thank you for your support! The bid system used for this contract did not allow for the dollar sign and percent sign to be switched out so the $52.00 does act as 52%. We do have a new bid system so starting September 24th when the new contracts are awarded and announced it will be clear whether or not it is a percent or a dollar amount. Will this email suffice or do you need something more formal?

Thanks!

Kaylyn Mitman
Manager – Business Development
North Carolina Sheriffs' Association, Inc.
Post Office Box 20049
Raleigh, North Carolina 27619-0049
Telephone: (919) 459-6471 Fax: (919) 783-5272
Email: kmitman@ncsheriffs.net Webpage: www.ncsheriffs.org

North Carolina Sheriffs' Association
Proudly Serving the Sheriffs and Citizens of North Carolina since 1922

From: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
Sent: Friday, August 6, 2021 3:54 PM
To: Kaylyn Mitman <kmitman@ncsheriffs.net>
Subject: FW: NC Sheriff's Association Procurement Program - Campbell-Brown

Kaylyn,

Rowan County is working with Brian from Campbell-Brown on some orders. He is using the above contract to provide us with pricing on several pieces of equipment. The total of these orders has reached a level that requires Board approval. I need you help. When looking at this contract it state $52.00, but I understand from Brian that is actually 52% off catalog pricing. I would normally include a copy of this spec with my item that I take to the Board. Do you have a corrected version or could you provide me with a memo on letter head stating the corrected information?

Thank you

Anna Bumgarner, CLGPO | Director of Purchasing/Contract Administration
Purchasing Department
130 W. Innes St., Salisbury, NC 28144
[p] 704-216-8174

www.rowancountync.gov

-----Original Message-----
From: James Davis <m40a1_308@yahoo.com>
Sent: Friday, August 6, 2021 2:42 PM
To: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
Cc: Sifford, John <John.Sifford@rowancountync.gov>
Subject: NC Sheriff's Association Procurement Program - Campbell-Brown

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.

I'm not sure if this is what you're talking about or looking for. This is all I know of as far as "contracts".

https://nam11.safelinks.protection.outlook.com/?url=https%3A%2F%2Fncveba.org%2Fdocs%2F20-03-0910%2520Vehicle%2520Upfitting%2520and%2520Equipment%2520Award%2520Spec%2520124.pdf&data=04%7C01%7CAnna.Bumgarner%40rowancountync.gov%7C184ff681072443de0cfd08d95909e41d%7C977b42ab7737455286e7b09ed296213d%7C0%7C0%7C637638721452272174%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=Xo312G7%2FlvgQ%2ByQ7XkrI6rW2D78CnWfTCl4Sf%2FlMVVQ%3D&reserved=0

NORTH CAROLINA SHERIFFS' ASSOCIATION
LAW ENFORCEMENT OFFICERS AND STATE OFFICIALS
OF NORTH CAROLINA

President
SHERIFF ED McMAHON
New Hanover County

First Vice President
SHERIFF CHARLES S. BLACKWOOD
Orange County

Second Vice President
SHERIFF DARREN E. CAMPBELL
Iredell County

Third Vice President
SHERIFF MIKE ROBERSON
Chatham County

Secretary
SHERIFF ALAN C. JONES
Caldwell County

Treasurer
SHERIFF ALAN CLONINGER
Gaston County

Chairman - Executive Committee
SHERIFF DAVID A. MAHONEY
Transylvania County

Executive Vice President
and General Counsel
EDMOND W. CALDWELL, JR.

EXECUTIVE COMMITTEE
MEMBERS
(Past Presidents)

SHERIFF STEVE BIZZELL
Johnston County

SHERIFF SAM PAGE
Rockingham County

SHERIFF KEVIN FRYE
Avery County

SHERIFF ASA B. BUCK, III
Carteret County

DR. HUBERT A. PETERKIN
Sheriff - Hoke County

SHERIFF JAMES E. CLEMMONS, JR.
Richmond County

SHERIFF JOHN W. INGRAM, V
Brunswick County

August 6, 2021

To Whom It May Concern:

This letter is to confirm that the $52.00 listed on Specification 124 for the Sound Off, Inc. Catalog Discount awarded to Campbell-Brown under NCSA Vehicle Equipment and Upfitting Bid 19-02-0910RR & 20-03-0910R should be interpreted as a 52% discount. This contract will be in effect until September 23rd, 2021.

We appreciate your support in the Association's Vehicle Equipment and Upfitting Procurement Program. If you have any questions or need additional information, please email me at kmitman@ncsheriffs.net or call at 919-459-6471.

Thank you,

Kaylyn Mitman
Manager - Business Development

100% Membership

Post Office Box 20049 • Raleigh, N.C. 27619-0049 • Telephone: (919) SHERIFF (743-7433)
Fax: (919) 783-5272 • E-mail: ncsa@ncsheriffs.net • www.ncsheriffs.org
The North Carolina Sheriffs' Association is a Non-Profit, tax exempt organization recognized by the I.R.S.

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:	Finance Department
DATE:	August 9, 2021
SUBJECT:	FY21 Equitable Sharing Agreement and Certification

Please see the attached FY21 Equitable Sharing Agreement and Certification.

Please approve the attached FY21 Equitable Sharing Agreement and Certification and authorize the County Manager and Sheriff to sign.

ATTACHMENTS:

Description	Upload Date	Type
FY21 Equitable Sharing Agreement and Certification	8/9/2021	Backup Material

OMB Number 1123-0011
Expires: December 31, 2021

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: NC0800000
Agency Name: Rowan County Sheriff's Office **Type:** Sheriff's Office
Mailing Address: 130 W. Innes Street
Salisbury, NC 28144

Agency Finance Contact
Name: Howden, James
Phone: 704-216-8178 **Email:** james.howden@rowancountync.gov

Jurisdiction Finance Contact
Name: Howden, James
Phone: (704)216-8178 **Email:** James.howden@rowancountync.gov

ESAC Preparer
Name: Bevis, Lisa
Phone: 704-216-8162 **Email:** lisa.bevis@rowancountync.gov

FY End Date: 06/30/2021 **Agency FY 2022 Budget:** $173,214,492.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$53,840.44	$54,312.92
2	Equitable Sharing Funds Received	$2,363.45	$2,292.62
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$0.00	$1,343.55
5	Interest Income	$778.34	$862.15
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$3,141.79	$4,498.32
7	Equitable Sharing Funds Spent (total of lines a - n)	$12,752.13	$4,493.25
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$44,230.10	$54,317.99

[1]Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	$0.00	$0.00
b	Training and Education	$0.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$12,752.13	$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Education or Awareness Programs	$0.00	$4,493.25
j	Matching Grants	$0.00	$0.00
k	Transfers to Other Participating Law Enforcement Agencies	$0.00	$0.00
l	Support of Community-Based Programs	$0.00	
m	Non-Categorized Expenditures	$0.00	$0.00
n	Salaries	$0.00	$0.00
	Total	$12,752.13	$4,493.25

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds
Other-Vehicle Insurance Proceeds		$1,343.55

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Dunlap, Kari
Company: Martin Starnes & Associates, CPA, P.A.
Phone: 828-327-2727 **Email:** kdunlap@martinstarnes.com

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES [X] NO [ ]

Prior year Single Audit Number Assigned by Harvester Database: 16115420201

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Auten, Kevin L.
Title: Sheriff
Email: kevin.auten@rowancountync.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Church, Aaron
Title: County Manager
Email: aaron.church@rowancountync.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

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:	Nan Buehrer, Rufty-Holmes Senior Center
DATE:	August 9, 2021
SUBJECT:	Home & Community Care Block Grant Contract For FY 2022

Please see the attached FY 2022 Home Community Care Block Grant (HCCBG) Contract / Funding Plan.

Please approve the attached FY 2022 Home Community Care Block Grant (HCCBG) Contract / Funding Plan.

ATTACHMENTS:

Description	Upload Date	Type
FY 22 Home and Community Care Block Grant Contracts	8/11/2021	Backup Material

CENTRALINA
REGIONAL COUNCIL

MEMORANDUM

TO: **Nan Buehrer, Rufty-Holmes Senior Center**

FROM: **Linda Miller, Aging Program Manager** Linda H. Miller

DATE: **July 21, 2021**

RE: **FY '22 Home and Community Care Block Grant Contracts**

Enclosed is your FY 2022 HCCBG contract that Centralina will execute with your county. Please review this document carefully. Payment of funds under this agreement is subject to the receipt of the NGA (Notification of Grant Award) and funds from the North Carolina Division of Aging and Adult Services. HCCBG grant funds under this contract should be used for services outlined on county's DAAS 731 or provider's DAAS 732 only. The grant requires a 10% match that should be carried out as stated in section seven (7) of the HCCBG contract.

For your records, the grant CFDA numbers are 93.044 21/22 AANCT3SS, 93.045 21/22 AANCT3CM, 93.045 21/22 AANCT3HD and 93.667.

To execute the grant agreement, using Adobe-DocuSign the authorized individual(s) e-signatures are required to complete the electronic process. However, if receiving contract via regular mail please have the authorized individual(s) sign the signature page and return contract to Linda Miller at Centralina Regional Council.

Please sign and return the grant agreements by **August 31, 2021**. No payments will be made to the county or providers until a signed contract is received by the Area Agency on Aging. No changes can be made to the official document by anyone, except Centralina's attorney.

Please do not hesitate to call on us if we may be of assistance.

CENTRALINA
REGIONAL COUNCIL

July 1, 2021 through June 30, 2022

HOME AND COMMUNITY CARE BLOCK GRANT FOR OLDER ADULTS
AGREEMENT FOR THE PROVISION OF COUNTY-BASED AGING SERVICES

This Agreement, entered into as of this 1st day of July 2021, by and between **Rowan County** *(Through **Rufty-Holmes Senior Center**)* (hereinafter referred to as the "County") and the **Centralina Regional Council** (through its **Area Agency on Aging**), (hereinafter referred to as the "Council").

Witnessed That:

WHEREAS, the Council and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Council from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the Council through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Council and the Division of Aging and Adult Services, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Community Service Provider(s), shall be those specified in the County Funding Plan on the *Provider Services Summary* format(s) (DAAS-732) for the period ending June 30 for the year stated above.

2. *Availability of Funds*. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Council.

3. *Grant Administration*. The grant administrator for the Council shall be **Linda Miller.** Services Administrator. The grant administrator for the County shall be **Nan Buehrer.**

   It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Council in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph eight (8) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the *Provider Services Summary* format(s) (DAAS-732) are to commence no earlier than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their

expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.

5. *Assignability and Contracting*. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Council, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over $100,000 from a vendor that has been suspended or debarred from Federal grant programs.

6. *Compensation and Payments to the County*. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Council. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DAAS-732). Notwithstanding anything else in this contract, to the extent that the Council is not reimbursed, the County will not be reimbursed.

   (a) *Reimbursement of Service Costs*

   Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

   (b) *Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy*

   NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging through the Council to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers.

7. *Collection of Non-Federal Matching Resources*. There is a 10% matching requirement for the County for this service. In no case shall the local match directly or indirectly consist of federal or state funds from any source nor may any of the funds paid the County hereunder be used to match any other federal or state funds. (The amounts and sources of the non-federal match are described in the County Funding Plan for services submitted to the Area Agency on Aging and which the Council has reviewed.)

8. *Reallocation of Funds and Budget Revisions*. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only

for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Council determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Council and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the Council prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers.

9. *Monitoring*. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service Monitoring Policies and Procedures at http://www.ncdhhs.gov/aging/monitor/mpolicy.htm .

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Sec 308 of the AAA Policies and Procedures manual. Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308.4. Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

10. *Disputes and Appeals*. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Council. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Council. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the

Board of Commissioners of its appeal procedures and will inform the Council that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director
North Carolina Division of Aging and Adult Services
693 Palmer Drive
2101 Mail Service Center
Raleigh, North Carolina 27699-2101

11. *Termination for Cause*. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Council shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Council, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

12. *Audit*. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book** audit if the provider receives less than $500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

Annual Expenditures	Report Required to AAA	Allowable Cost for Reporting / Due Date
Less than $25,000 in State or Federal funds	Certification Form and State Grants Compliance Reporting: <$25,000 *(item #11, Activities and Accomplishments does not have to be completed)* ***OR*** Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book)	N/A *Due within 6 months of organization's year end*
Greater than $25,000 and less than $500,000 in State or Federal Funds or $750,000 in Federal Funds	Certification Form and State Grants Compliance Reporting: >$25,000 and Schedule of Receipts and Expenditures ***OR*** Audited Financial Statements in compliance with GAO/GAS *(i.e., Yellow Book)*	N/A *Due within 6 months of organization's year end*
$500,000+ in State funds *and* Federal pass through in an amount less than $750,000	Audited Financial Statement in compliance with GAO/GAS *(i.e., Yellow Book)* and Schedule of Federal and State Awards	May use State funds, but *not* Federal Funds *Due within 9 months of organization's year end*
$500,000+ in State funds *and* $500,000+ in Federal pass through funds (i.e $1,000,000)	Audited Financial Statement in compliance with OMB Circular. A-133 *(i.e., Single Audit)*	May use State and Federal funds *Due within 9 months of organizations year end*
Less than $500,000 in State funds *and* $750,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Circular funds A-133 *(i.e., Single Audit)*	May use Federal funds, but *not* State funds. *Due within 9 months of organizations year end*

13. *Audit/Assessment Resolutions and Disallowed Cost.* It is further understood that the community service providers are responsible to the Council for clarifying any audit exceptions that may arise from any Council assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Council or the Department of Health and Human

Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Council once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Council is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200 requirements, requirements of A-110, requirements of 45CFR, Part 1321, and 45CFR, Part 92, or state eligibility requirements as specified in policy.

14. *Indemnity*. The County agrees to indemnify and save harmless, to the extent permitted by law, the Council, its agents, and employees from and against all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.

15. *Equal Employment Opportunity and Americans With Disabilities Act Compliance*. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.

16. *Data to be Furnished to the County*. All information which is existing, readily available to the Council without cost and reasonably necessary, as determined by the Council's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Council. The Council, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.

17. *Rights in Documents, Materials and Data Produced*. The County and community service providers agree that at the discretion of the Council, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Council upon termination or completion of the work. Both the Council and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.

18. *Maintenance of Records*. The County shall maintain all financial and program records for a period of five (5) years from the date of final payment under this contract, for inspection by the Council, the North Carolina Division of Aging and Adult Services, and the Comptroller General of the United States, or any of their duly authorized representatives. If any litigation, claim, negotiation, audit or other action involving the County's records has been started before the expiration of the five-year period, the

records must be retained until completion of the action and resolution of all issues which arise from it.

19. *Interest of the Board of Commissioners*. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.

20. *Interest of Members of the Council, and Others*. No officer, member or employee of the Council and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising therefrom.

21. *Officials not to Benefit*. No member of or delegate to the Congress of the United States of America or the General Assembly of the State of North Carolina, resident Commissioner or employee of the United States Government or the North Carolina State Government, shall be entitled to any share or part of this contract or any benefits to arise here from.

22. *Prohibition Against Use of Funds to Influence Legislation*. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.

23. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.

24. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under

this Agreement to provide Home and Community Care Block Grant services. Information on retention requirements is posted at http://www.ncdhhs.gov/control/retention/retention.htm and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at http://www.ncdcr.gov/archives/ForGovernment/RetentionSchedules/AuthorizedDestruction.aspx.

The DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

25. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

Rowan County

Attest:

_____ By: _____
Authorized Official

Area Agency

Attest:

Linda M. Miller
Linda Miller, AAA Director

By: Geraldine Gardner (Jul 25, 2021 09:55 EDT)
Geraldine Gardner, Executive Director, Centralina Regional Council

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: _____
Denise Strosser, Finance Officer, Centralina Regional Council

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Jim Howden (Aug 9, 2021 13:24 EDT)

08/09/2021

HCCBG Budget

DAAS-731 (Rev. 2/16)

Home and Community Care Block Grant for Older Adults

County Funding Plan

County Services Summary

County Rowan

July 1, 2021 through June 30, 2022

	A				B	C	D	E	F	G	H	I
	Block Grant Funding											
Services	Access	In-Home	Other	Total	Required Local Match	Net Service Cost	USDA Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients	Projected Total Units
Congregate Nutrition	$ -	$ -	$ 284,639	$ 284,639	$ 31,627	$ 316,266	$ 28,000	$ 344,266	30,305	$ 10.4362	450	35,000
Senior Center Operation	$ -	$ -	$ 99,000	$ 99,000	$ 11,000	$ 110,000	$ -	$ 110,000	0	$ -		-
Home Delivered Meals	$ -	$ 55,273	$ -	$ 55,273	$ 6,141	$ 61,414	$ 84,000	$ 145,414	6,619	$ 9.2786	19	106,733
Transportation (General)	$ 155,422	$ -	$ -	$ 155,422	$ 17,269	$ 172,691	$ -	$ 172,691	10,535	$ 16.3925	275	14,500
Transportation (Medical)	$ 40,000	$ -	$ -	$ 40,000	$ 4,444	$ 44,444	$ -	$ 44,444	2,000	$ 22.2220	275	2,000
TLC-Adult Day Care	$ -	$ 17,576	$ -	$ 17,576	$ 1,953	$ 19,529	$ -	$ 19,529	532	$ 36.6764	4	542
TLC-Adult Day Care-Transp	$ -	$ 25,485	$ -	$ 25,485	$ 2,832	$ 28,317	$ -	$ 28,317	647	$ 43.7943	5	658
TLC-Adult Day Health	$ -	$ 878	$ -	$ 878	$ 98	$ 976	$ -	$ 976	651	$ 1.5000	5	678
In-Home Aide-Level I - HM	$ -	$ 2,200	$ -	$ 2,200	$ 244	$ 2,444	$ -	$ 2,444	105	$ 23.2762	3	105
In-Home Aide-Level II - PC	$ -	$ 177,000	$ -	$ 177,000	$ 19,667	$ 196,667	$ -	$ 196,667	8,429	$ 23.3322	50	8,429
In-Home Aide-Level III - PC	$ -	$ 29,000	$ -	$ 29,000	$ 3,222	$ 32,222	$ -	$ 32,222	1,381	$ 23.3324	5	1,381
				$ -	$ -	$ -		$ -				
				$ -	$ -	$ -		$ -				
				$ -	$ -	$ -		$ -				
				$ -	$ -	$ -		$ -				
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				$ -	$ -	$ -		$ -				
				$ -	$ -	$ -		$ -				
				$ -	$ -	$ -		$ -				
				$ -	$ -	$ -		$ -				
Total	$ 195,422	$ 307,411	$ 383,639	$ 886,472	$ 98,497	$ 984,969	$ 112,000	$ 1,096,969	61,203		1,091	170,026

Signature, Chairman, Board of Commissioners

6/21/21

Date

Rufty-Holmes Senior Center

1120 S Martin Luther King Jr Ave

Salisburys, NC 28144

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732

County: ROWAN

Budget Period: July 2021 through June 2022

Revision #: Date

Services	Serv. Delivery (Check One) Direct	Purchase	A Block Grant Funding: Access	In-Home	Other	Total	B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate*	H Projected HCCBG Clients	I Projected Total Units
Congregate Nutrition	X		$ -	$ -	$ 284,639	$ 284,639	$ 31,627	$ 316,266	$ 28,000	$ 344,266	30,305	$ 10.4362	450	35,000
Senior Center Operation	X		$ -	$ -	$ 99,000	$ 99,000	$ 11,000	$ 110,000	$ -	$ 110,000	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
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0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ -	$ -	$ 383,639	$ 383,639	$ 42,627	$ 426,266	$ 28,000	$ 454,266	30,305		450	35,000

*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate

	ADC	ADHC
Daily Care	$33.07	$ 40.00
Administrative		
Proj. Reimbursement Rate	$33.07	$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer — Date: 6/23/21

Authorized Signature, Title — Date: 6-7-2021

Community Service Provider

Signature, Chairman, Board of Commissioners — Date: 6/21/21

Meals on Wheels Rowan

PO Box 1914

Salisbury, NC 28145

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732

County: Rowan

Budget Period: July 2021 through June 2022

Revision #: Date

Services	Serv. Delivery (Check One) Direct	Purchase	A Block Grant Funding Access	In-Home	Other	Total	B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate*	H Projected HCCBG Clients	I Projected Total Units
Home Delivered Meals		X	$ -	$ 55,273	$ -	$ 55,273	$ 6,141	$ 61,414	$ 84,000	$ 145,414	6,619	$ 9.2786	19	106,733
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ -	$ 55,273	$ -	$ 55,273	$ 6,141	$ 61,414	$ 84,000	$ 145,414	6,619		19	106,733

*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate

	ADC	ADHC
Daily Care	$33.07	$ 40.00
Administrative		
Proj. Reimbursement Rate	$33.07	$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

James Howden 6/23/21

Signature, County Finance Officer Date

Cindy B. Fink 06/01/2021

Authorized Signature, Title Date

Community Service Provider

Signature, Chairman, Board of Commissioners 6/21/21

Date

Rowan Transit

2726 Old Concord Rd

Salisbury, NC 28146

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732

County: ROWAN

Budget Period: July 2021 through June 2022

Revision #: Date

Services	Serv. Delivery (Check One) Direct	Purchase	A Block Grant Funding Access	In-Home	Other	Total	B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate*	H Projected HCCBG Clients	I Projected Total Units
Transportation (General)			$ 155,422	$ -	$ -	$ 155,422	$ 17,269	$ 172,691	$ -	$ 172,691	10,535	$ 16.3925	275	14,500
Transportation (Medical)			$ 40,000	$ -	$ -	$ 40,000	$ 4,444	$ 44,444	$ -	$ 44,444	2,000	$ 22.2220	275	2,000
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ 195,422	$ -	$ -	$ 195,422	$ 21,713	$ 217,135	$ -	$ 217,135	12,535		550	16,500

***Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate**

	ADC	ADHC
Daily Care	$33.07	$ 40.00
Administrative		
Proj. Reimbursement Rate	$33.07	$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer — Date: 6/23/21

Valerie Hoots — Airport & Transit Director — 6/1/2021

Authorized Signature, Title — Date

Community Service Provider

Signature, Chairman, Board of Commissioners — Date: 6/21/21

Trinity Living Center

1416-A South Martin Luther King, Jr. Ave.
Salisbury, NC 28144

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732
County: ROWAN
Budget Period: July 2021 through June 2022
Revision #: Date:

Services	Serv. Delivery (Check One) Direct	Purchase	A Block Grant Funding: Access	In-Home	Other	Total	B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate*	H Projected HCCBG Clients	I Projected Total Units
Adult Day Care	X		$ -	$ 17,576	$ -	$ 17,576	$ 1,953	$ 19,529	$ -	$ 19,529	532	$ 36.6764	4	542
Adult Day Health	X		$ -	$ 25,485	$ -	$ 25,485	$ 2,832	$ 28,317	$ -	$ 28,317	647	$ 43.7943	5	658
Adult Day Care-Transportation		X	$ -	$ 878	$ -	$ 878	$ 98	$ 976	$ -	$ 976	651	$ 1.5000	5	678
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ -	$ 43,938	$ -	$ 43,938	$ 4,883	$ 48,821	$ -	$ 48,821	1,830		14	1,878

*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate

	ADC	ADHC
Daily Care	$33.07	$ 40.00
Administrative	$ 3.61	$ 3.79
Proj. Reimbursement Rate	$36.68	$ 43.79
Administrative %	10.91%	9.49%

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer — Date: 6/23/21

Authorized Signature, Title — Community Service Provider — Date

Signature, Chairman, Board of Commissioners — Date: 6/21/21

Rowan County DSS

1813 E Innes Street

Salisbury, NC 28146

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732

County: ROWAN

Budget Period: July 2021 through June 2022

Revision #: Date

Services	Serv. Delivery (Check One) Direct	Purchase	A Block Grant Funding Access	In-Home	Other	Total	B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate*	H Projected HCCBG Clients	I Projected Total Units
Adult Day Care			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Adult Day Care-Transportation			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Adult Day Health			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
In-Home Aide-Level I - Home Management		X	$ -	$ 2,200	$ -	$ 2,200	$ 244	$ 2,444	$ -	$ 2,444	105	$ 23.2762	3	105
In-Home Aide-Level II - Personal Care		X	$ -	$ 177,000	$ -	$ 177,000	$ 19,667	$ 196,667	$ -	$ 196,667	8,429	$ 23.3322	50	8,429
In-Home Aide-Level III - Personal Care		X	$ -	$ 29,000	$ -	$ 29,000	$ 3,222	$ 32,222	$ -	$ 32,222	1,381	$ 23.3324	5	1,381
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ -	$ 208,200	$ -	$ 208,200	$ 23,133	$ 231,333	$ -	$ 231,333	9,915		58	9,915

***Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate**

	ADC	ADHC
Daily Care	$33.07	$ 40.00
Administrative		
Proj. Reimbursement Rate	$33.07	$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer — Date 6/23/21

Micah Ennis/Rowan County DSS Director 6/1/2021

Authorized Signature, Title — Date

Community Service Provider

Signature, Chairman, Board of Commissioners — Date 6/21/21

Contract #

Vendor:

Workflow Acknowledgment

	Name	Date
Purchasing Agent	Kelly Natoli (Aug 4, 2021 12:11 EDT)	08/04/2021
BOC Approval:	Yes: ☐ No: ☐ N/A: ☑	
Comment:	grant agreement	
Insurance	Kelly Natoli (Aug 4, 2021 12:11 EDT)	08/04/2021
Comment:	n/a	
Technology		08/08/2021
Comment:		
Legal	Jay Rees (Aug 9, 2021 08:31 EDT)	08/09/2021
Comment:		

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: Finance Department, Emergency Services
DATE: August 9, 2021
SUBJECT: ARPA Budget Amendment

Emergency Services is requesting the use of ARPA funds for up fitting of surplus vehicles (new vehicles have been ordered but are eight plus months out), including repairs and maintenance, for their Paramedic Community Risk Reduction Program. The request is not to exceed $10,000 in vehicle supplies and $10,000 in repairs and maintenance. Please see budget amendment for usage of ARPA funds to cover these COVID 19 expenditures.

Please approve the usage of ARPA funds to pay for up fitting of surplus vehicles and repairs and maintenance, both not to exceed $10,000 for Emergency Service's Paramedic Community Risk Reduction Program and approve the attached corresponding budget amendment for those expenditures.

ATTACHMENTS:

Description	Upload Date	Type
BA - Emergency Management Request	8/10/2021	Backup Material

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: ES/COUNTY MANAGER

EXPLANATION IN DETAIL: Requesting the use of ARPA funds for vehicle supplies, repairs and maintenance for the CCP program.

Prepared by: JHOWDEN
Date: 8/10/2021

BUDGET INFORMATION:

			40,000	-
ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
DISASTER REIMBURSEMENT	R	7344119-431300	20,000	
VEHICLE SUPPLIES	E	7354119-561085	10,000	
R&M VEHICLES	E	7354119-543020	10,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: ✓		Approved:	Period - Journal #	
Disapproved:		Disapproved:	Keyed By:	JMH
Amended:		Amended:	Date Keyed:	
Date: 8/9/21		Date:	Posted By:	
Signature: J. Howden		Signature:	Date Posted:	

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: Chairman Greg Edds
DATE: August 5, 2021
SUBJECT: Proclamation Honoring the Memory of Marine Private Henry Ellis

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ATTACHMENTS:

Description	Upload Date	Type
Proclamation	8/5/2021	Cover Memo

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

PROCLAMATION
HONORING THE SERVICE AND MEMORY OF
MARINE PRIVATE HENRY ELLIS

WHEREAS, throughout our history, the United States of America has been protected by patriots who risked their lives and served nobly to protect and preserve our independence, the principles of justice and our democracy; *and*

WHEREAS, Americans live in freedom because of the contributions, immeasurable sacrifices and unspeakable hardships of the brave sons and daughters of the United States Armed Forces who have courageously defended America; *and*

WHEREAS, Private Henry Ellis was born in Rowan County and became a member of the United States Marine Corps, heroically answering the call to serve our Great Nation; *and*

WHEREAS, on November 30, 1950 Private Ellis died in action at the age of 22, in Korea, defending a United States military convoy against a Chinese attack at Koto-ri during the Battle of the Chosin Reservoir; *and*

WHEREAS, after decades of being missing in action, Private Ellis' remains have finally come home to Rowan County where he will be laid to rest in the Salisbury National Cemetery on August 23, 2021.

NOW, THEREFORE, the Rowan County Board of Commissioners does hereby proclaim August 23, 2021 as a day to respectfully commemorate the bravery of Private Henry Ellis.

BE IT FURTHER PROCLAIMED that the Board encourages all citizens to show respect with grateful hearts to families who have lost loved ones during the call to defend and safeguard our freedoms and to show support to families who have loved ones who are still missing in action.

This the 16th day of August, 2021.

_____
Gregory C. Edds, Chairman
Rowan County Board of Commissioners

ATTEST:

_____
Carolyn Barger, MMC, NCMCC
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:	August 6, 2021
SUBJECT:	Public Hearing: Z 05-21 Reaper's Realm, LLC

REQUEST

Reaper's Realm, LLC has submitted a conditional district zoning request for all or a portion of four (4) parcels owned by TJ and Angela Jenkins. The request includes Tax Parcels 147-001; 147-004; 147-006; and 147-116 which are located between Daugherty Rd and Old Linn Rd.

Proposed uses in the the Conditional District Rezoning (Map Amendment) from RA to CBI (CD) include: Agricultural livestock production; Lawn and Garden Services; Ornamental Shrub and Tree Services; Amusement and Recreational Services, i.e. "Haunted House and Trail".

The primary reason for this request is to obtain approval for the annual seasonal operation of events at Reaper's Realm Haunted House and Trail, which is classified as an Amusement Service and may only be petitioned for in the County's non-residential zoning districts (CBI, NB and IND).

Previous operation of Reaper's Realm as a seasonal Halloween event had been authorized through issuance of temporary use permits by the Commission in 2017 for a 2 year period and 2020 for 1 year only. In granting the 1 year permit, the Commission's directive advised the event needed to seek rezoning for continued future operation given its been an annual occurrence as opposed to "temporary".

PLANNING BOARD RECOMMENDATION

At its July 26, 2021 meeting the Planning Board recommended denial of the Z 05-21 request.

Its Statement of Consistency and Reasonableness for consideration, states, "**Z 05-21 is not consistent with the East Rowan Land Use Plan based on the following: It is an expansion of business that would conflict with surrounding residential uses and the proposed use would be a benefit to the owner at the expense of neighbors or community in regards to noise and traffic**."

SUGGESTED COMMISSION ACTION

- Receive Staff Report

- Allow for Petitioner Presentation
- Conduct Public Hearing
- Allow for Petitioner Rebuttal
- Close Public Hearing
- Discuss Case and Develop Statements of Reasonableness & Consistency
- Vote on Z 05-21 Application

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	8/6/2021	Cover Memo
GIS Map	8/6/2021	Exhibit
Z.05.21 Application	8/6/2021	Backup Material
Reaper's Realm Narrative	8/6/2021	Cover Memo
Exhibit A: Rescue Squad Contract	8/6/2021	Backup Material
Exhibit B: Aerial Photographs	8/6/2021	Backup Material
Exhibit C: List of Adjoining Property Owners	8/6/2021	Backup Material
Exhibit D: Approved NCDOT Driveway Permit	8/6/2021	Backup Material
Exhibit E: Customer Experience Narrative	8/6/2021	Backup Material
Exhibit F: Public Safety Agency Correspondence	8/6/2021	Backup Material
Proposed Site Plan	8/6/2021	Exhibit
Proposed Security & Traffic Site Plan	8/6/2021	Exhibit
Proposed On Site Facilities Site Plan	8/6/2021	Exhibit
Proposed Zoning Boundary Detail Site Plan	8/6/2021	Exhibit
Applicant's Neighborhood Outreach and Responses	8/6/2021	Backup Material
Opposition Emails to Planning Board	8/6/2021	Backup Material
Neighbors Petition to Planning Board	8/6/2021	Backup Material

Rowan County Planning & Development
402 N. Main Street Room 204 Salisbury, NC 28144

Z 05-21 Staff Report

PROPERTY OWNERS: Tony L. and Angela D. Jenkins
APPLICANT: Reaper's Realm Haunted House, LLC
AGENT: Albert Benshoff, The Brough Law Firm PLLC
REQUEST: Conditional District Rezoning (Map Amendment) from RA to CBI (CD) requesting uses for: Agricultural livestock production; Lawn and Garden Services; Ornamental Shrub and Tree Services; Amusement and Recreational Services, i.e. "Haunted House and Trail"

PROPERTY INFORMATION

Site Address: 175 Shuffler Woods Rd
Tax Parcels: 147-001 (portion); 147-004 (portion); 147-006 (all); and 147-116 (portion)
Acreage: 10.85 approximate acreage requested for CBI (CD) rezoning
Existing Tax Parcel Improvements:
*Refer also to the Applicant's Sheet No. 1 for Proposed Site Plan

147-001	Single Family dwelling; shop; barn and 2 structures used for the haunted trail, i.e. "asylum" and "slaughterhouse #1 and #2"
147-004	Single Family dwelling and singlewide manufactured home
147-006	Vacant
147-116	Haunted house and singlewide manufactured home

PROPERTY CHARACTERISTICS

The site consists of four (4) parcels totaling 18.31 acres and is situated between Old Linn Road (SR#1232) and Daugherty Road (SR#1243). Access is currently gained via a thirty-foot (30') easement known as Shuffler Woods Road which crosses Tax Parcel 147-045 (owned by Jeremy Blackwelder) to Daugherty Rd. The site also has thirty-one feet (31') of frontage on Old Linn Rd but access is not currently improved.

The Coldwater Creek Watershed's (WS-IV-PA) impervious cover limitation of 36% will affect the site if the disturbed area of the project is one (1) acre or more. Likewise, the one-acre threshold will require submittal of a soil erosion and sedimentation control plan to manage the site. Impervious cover that exceeds 36% may be considered by the Board of Commissioners through the Special Non-Residential Intensity Allocation (SNIA) process.

An unnamed perennial stream (aka "blue line") bisects the property flowing to the southwest and eventually joins Coldwater Creek paralleling the southbound lanes of I-85. No regulated floodplain is associated with this stream, but any disturbance or crossing will likely require 401/404 permits issued by NCDEQ and Army Corps of Engineers.

BACKGROUND

Records from the Rowan County Fire Marshal suggest the haunted trail has been inspected annually since 2013 but the haunted house finally acquired approval in 2017 after several years of operation as a non-compliant structure from building and fire code perspective. Indications are that all structures depicted on the site plans are now fire and building code compliant.

Previous operation of Reaper's Realm as a seasonal Halloween event had been authorized through issuance of temporary use permits by the Commission in 2017 for a 2-year period and 2020 for 1 year only. In granting the 1-year permit, the Commission's directive advised the event needed to seek rezoning for continued future operation given its been an annual occurrence as opposed to "temporary".

ZONING ANALYSIS

Current Zone: Rural Agricultural (RA)

Requested: CBI (CD) - Commercial, Business, Industrial – Conditional District

The applicant currently operates a lawncare service from this location and has requested said use (lawn and garden services), along with similar uses ornamental shrub & tree services and agricultural production livestock & animal specialties for consideration. While these uses are generally allowed in the current RA district, the CBI (CD) will only "permit" these uses if included in the new district.

The primary reason for this request is to obtain approval for the annual seasonal operation of events at Reaper's Realm Haunted House and Trail, which is classified as an Amusement Service and only permitted in the County's non-residential zoning districts (CBI, NB and IND).

Plan Conformity Property is located in both the I-85 South Corridor Land Use Plan and Area Three of the East Rowan Land Use Plan (ELUP)

Commentary from meeting participants in the I-85 South Corridor Plan desired "more separation of residential uses from business and industrial uses, …(but) also support for increased connectivity to general services and more commercial and retail opportunities." Overall, plan recommendations primarily focused on nodal development with in the study corridor, especially centered around the proposed Old Beatty Ford Rd interchange at I-85 and further acknowledged that properties within the corridor not to be served by public utilities should adhere to recommendations in the ELUP.

Future Land Use Recommendation D contained on page 28 in the ELUP states, "Proposals for expansion of existing businesses that minimize conflict with surrounding residential uses and recognized historic properties through design standards or impact mitigation techniques are encouraged in the Planning Area."

Future Land Use Recommendation A for Home Based Business (located on same parcel as residence) found on page 29 of the ELUP suggest, "Businesses should be sited to the rear of the home with lighting that is building mounted and focuses

downwards, adjoining residential uses should have visual separation provided by the business. The size of accessory structures associated with the business operation may also be limited."

The one-mile I-85 "commercial and industrial corridor" identified in the ELUP includes this site and generally recommends commercial and industrial uses, as well as mixed use development within the corridor. However, the site does not have access to a thoroughfare and no I-85 interchange exists at either Daugherty or Pine Ridge Roads. The recent construction of the Old Beatty Ford Road interchange onto I-85 is almost 2 road miles away.

Purpose & Intent

Conditional zoning is intended for proposals that may not be suitable for a general rezoning, but due to voluntary or agreed upon limitations that "address anticipated impacts" upon neighboring properties and the surrounding area, the request may be appropriate.

In this case, the applicant has proposed limiting uses to the four (4) previously identified and has attempted to address safety, noise and traffic concerns as contained in the revised project narrative. Refer to the applicant's package of material that includes project narrative and Exhibits A thru F.

Compatibility Of Uses

The proposed CBI (CD) application limits uses within the district to 4 specific uses. Agricultural production livestock & animal specialties is a permitted use in any zoning district and lawn & garden services and ornamental shrub & tree services are permitted with special requirements (SR) in the RA district. However, given the site doesn't meet the minimum thirty-five-foot (35') road frontage requirement, building sizes are limited to 2,000 square feet which will likely prevent future expansions if the properties remain RA.

Amusement and Recreation Service type uses are only allowed in CBI and IND and with SR in the Neighborhood Business district. A general rezoning to CBI or IND is not appropriate for this site, but as three of the four proposed uses are generally compatible with the current and surrounding RA district, the primary focus should be determining if / how the Haunted House and Trail (with conditions) are compatible with area.

Vicinity Conditions

With exception of a ten (10) acre parcel (TP:147-043) south of the site, surrounding and adjacent properties are almost exclusively developed with single-family dwellings; refer to applicant's Proposed Site Plan Sheet 1. Consequently, zoning in the area is comprised of the Rural Agricultural (RA) district and impacts to the residences immediately adjacent to the site will likely experience the greatest impact with regard to noise and traffic.

West of the site are two (2) CBI zoned properties - a fifty (50) acre tract owned by Sue Tadlock and the other is a portion of a two hundred (200) acre tract paralleling northbound I-85 owned by Frank Corriher Beef & Sausage Company; the remainder

of said tract on the west side of I-85 is in China Grove's ETJ. Approximately one-half mile south of the site "as the crow flies" is the proposed Kannapolis Crossing mixed use development at Old Beatty Ford Road within Kannapolis city limits.

POTENTIAL IMPACTS

Traffic

2016 Average Annual Daily Traffic (AADT) from NCDOT indicates 1300 vehicles on Daugherty Rd east of the site near the Lentz Rd intersection and 1700 vehicles west of the site on Daugherty Rd near the China Grove Rd intersection. Capacity data for Old Linn Road and Daugherty Road is not available.

NCDOT has issued a commercial driveway permit for the operation based on the seasonal nature of the operation (one month of the year), but has reserved the right to reevaluate the permit based on an increase in hours or volume and has informed the applicant of his responsibility to provide all traffic control and associated signage directing attendees. Refer to Applicant's Exhibit D for copy of DOT issued driveway permit.

Due to past queuing and congestion concerns from traffic entering and exiting the site form Daugherty Rd, the applicant has proposed a new site entrance from Old Linn Road, incorporating a traffic checkpoint and turnaround, allowing for patrons to enter at Old Linn Rd and exit via Daugherty Road; refer to Applicant's Proposed Security and Traffic Control Sheet 2 along with item 6 Access and Circulation in his Narrative.

Using the self-imposed 1200 daily patron capacity limitation for the Halloween season, the anticipated "pm peak generation" for site traffic may range between 600 cars (assuming 2 occupants per vehicle) and 300 cars (4 occupants per vehicle). Forty (40) volunteers, thirty (30) employees and ten (10) security may generate an additional 80 to 45 trips. This generalized traffic assumption may account for as many as 600 vehicles entering Old Linn Rd and 680 exiting onto Daugherty Rd which may increase AADT by as much as 50% during operations.

Individual parking spaces are not delineated on the site plans, but based on acreages (1.93 total or 84,070 sq ft) Staff calculates the number of gross spaces at 467 (180 sq ft per space). This gross total does not include aisles and roadways for traffic movements and if removing these areas only allowed for 300 spaces, this should be adequate based on traffic generation scenarios above and typical patron experience takes 1 hour plus an additional hour for parking, etc. In other words, its unlikely 600 cars would be parked in the venue at one time.

Noise

Indications have been made by the applicant that site operations will comply with the County's 70 decibel standard, but supporting documentation has yet to be provided. The 70-decibel standard is applicable from 7 am – 11 pm and is actually 65 decibels from 11 pm to 7 am. Likewise, the County's Noise Ordinance stipulates that amplified sound is not to be audible more than one hundred feet (100') from its source. The agent states they are attempting to hire a qualified consultant to model

	the noise impacts. Noise has been a primary and on-going complaint based on Staff phone conversations with adjoining neighbors.
Operations	The applicant has requested the venue dates be extended beyond the previous year's Halloween season and include dates around Valentine's Day, St. Patrick's Day, Halloween and Christmas. Hours of operations will be Sunday thru Thursday 6:30-10 pm and Friday-Saturday 6:30-12:30 am. The venue will be open no more than thirty (30) days in any given year. Refer to items 3 and 4 of the Applicant's Narrative for specifics related to dates and hours operation.
Security	Applicant proposes to utilize five (5) private security and (5) off-duty deputies during the Halloween season and three (3) private security and two (2) off-duty officers for the other seasons. Applicant has also proposed siting a centralized Command Post for use by local EMS, Sheriff, etc. in the event of an emergency. Refer to C1 in the Narrative for more information.
Emergencies	The Haunted House has a sprinkler system inspected and approved by Rowan County Fire Marshal and receives an annual inspection by the Fire Marshal and Bostian Heights Fire Department. Exhibit A is a pending agreement between Rowan County Rescue and the applicant to provide medical personnel and ambulance when the facility is operating. Refer also to C2, C4 and C5 of the Narrative for safety related information.
Insurance	Applicant's proposed insurance coverage is included in B9 of his Narrative.

COMMISSION DELIBERATION

The applicant has submitted a Conditional District (CD) rezoning application with improvements and conditions outlined in the project narrative and attachments that become "part of the district" if approved. Any additional conditions imposed by the Commission have to address conformity with applicable ordinances, e.g. zoning ordinance, noise ordinance, sedimentation and erosion control ordinance, etc.; land use plans and impacts reasonably expected to be generated by the venue operations. These conditions must be consented to in writing by the applicant.

In determining whether an application satisfies amending the County's zoning map, the Commission must determine "whether the proposed change advances the public health, safety or welfare as well as the intent and spirit of ordinance." In assessing the impact of this change, "The board shall not regard as controlling any advantages or disadvantages to the individual requesting the change, but shall consider the impact of the proposed zoning change on the public at large." [reference 21-362 of Rowan County Zoning Ordinance]

Regardless of its decision to approve or deny the application, the Commission must develop Statements of Consistency and Reasonableness, which may now be contained in a single statement. As a reminder, Consistency describes whether the decision is consistent or inconsistent with an adopted comprehensive plan; and Reasonableness evaluates: size of the area; benefits and detriments to the landowner, neighbors and community; relationship between current actual and permissible development in the proposed area compared to development allowed if approved; why the decision is in the public's interest; and any changed conditions warranting approval.

PLANNING BOARD RECOMMENDATION

At its July 26, 2021 meeting the Planning Board recommended denial of the Z 05-21 request. Its Statement of Consistency and Reasonableness for consideration, states," **Z 05-21 is not consistent with the East Rowan Land Use Plan based on the following: It is an expansion of business that would conflict with surrounding residential uses and the proposed use would be a benefit to the owner at the expense of neighbors or community in regards to noise and traffic**."

STAFF COMMENTARY

The Jenkins have been operating Reaper's Realm venue as a Halloween attraction since 2013 that perhaps evolved from a family and friends operated attraction into an event that now employs thirty (30) people and requires forty (40) volunteers and may accommodate up to 1,200 patrons a night. As popularity of this venue may increase, so do the impacts that adjoining property owners experience, not only at Halloween, but also during the other seasonal events. Some of the complaints related to noise and traffic can be attributed to the fact that there have been no conditions or standards for operating the venue.

The applicant and agent have made significant strides in addressing the initial comments and concerns raised by Staff and members of other local agencies including NCDOT, Building Inspections, Fire Marshal, Environmental Health, Sheriff's Office and Bostian Heights Fire Department.

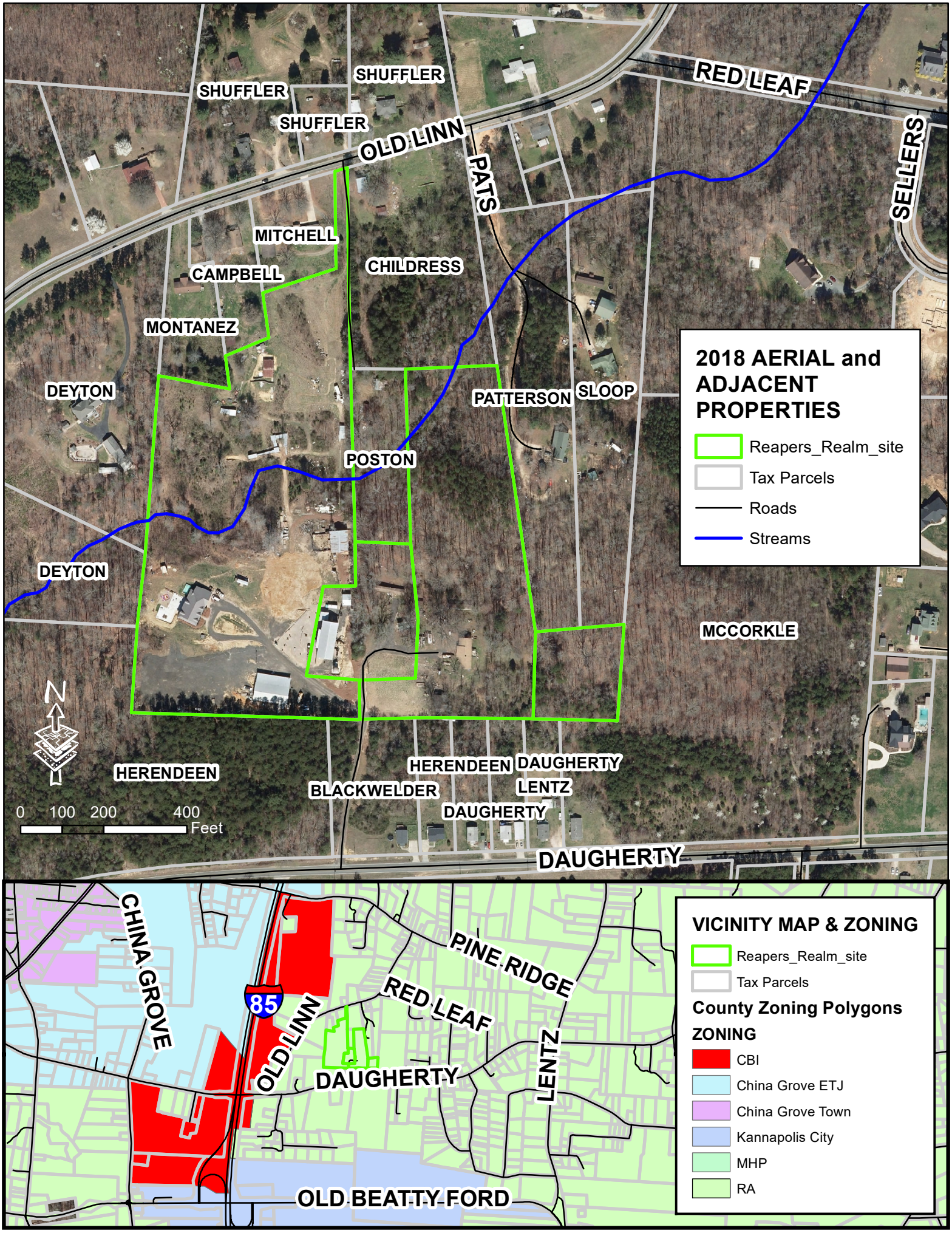
Consideration of the conditions attached to this (or any) application attempting to make it compatible with surrounding properties can be challenging, but those are only half of the process. The other and sometimes more difficult half are making certain the conditions are adhered to and remain enforced over the life of the project. As such, Staff encourages the Commission to consider if the improvements and process offered by the applicant make this project suitable with the surrounding area; feedback or "performance standards" suggested by the community (and agreed to by the applicant) may also be used to achieve compatibility. If the Commission is inclined to render a favorable opinion, a recommendation as to when operation of this venue may occur, i.e. will all improvements and documentation be required prior to operation this Halloween season?

STAFF RECOMMENDATIONS

If the Commission is inclined to approve the application, Staff offers the following recommendations:

1. Require the proposed internal road and deeded right-of-way (Shuffler Woods Rd) be constructed to the 20' and 24' widths shown on Proposed Site Plan Sheet 1 and provide certification from an NC registered professional engineer that said road will support emergency vehicles utilized by Bostian Heights Fire Department
2. Provide a maintenance certification / agreement with the Fire Marshal stipulating the internal road and Shuffler Woods Rd will be maintained to a standard allowing their use and access
3. Require all parking and overflow parking areas depicted on Proposed Site Plan Sheet 1 be improved with a minimum six inch (6") thick compacted gravel
4. Update site plans to depict buildings / structures added since 2018 aerial photography and have them inspected or certified as code compliant for the type occupancy of this venue

5. Screening along the northwest property line depicted on site plans should (at a minimum) have the evergreens adjacent to the adjoining property lines placed not more than five feet (5') apart and be at least six tall at time of planting. The inner plantings within the remainder of the buffer should consist of and adhere to Section 21-215(1)b(1) or (3) at the option of the applicant
6. Provide decibel modeling that accounts for all site operations (vehicle noise, chain saws, loud speakers, screams, etc.) prepared by an acoustical consultant and incorporate any site improvements / modifications as a recommendation by said consultant
7. Obtain a collective approval or satisfaction form the agencies utilizing the Command Post prior to obtaining building and related permits for its construction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Reapers_Realm_site
Tax Parcels
County Zoning Polygons
ZONING
CBI
China Grove ETJ
China Grove Town
Kannapolis City
MHP
RA

Rowan County Department of Planning & Development
402 N. Main Street Suite 204
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # Z 05-21
Date Filed 6-4-21
Received By MEM
Amount Paid $300.00 CK #1078
Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Reaper's Realm Haunted House LLC
Signature: Angela D. Justice
Phone: 704 239 4153 Email: 1976angntj@gmail.com
Address: 175 Shuffler Woods Road, China Grove, NC 28023

APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Albert M. Benshoff, The Brough Law Firm PLLC
Signature: Albert M Benshoff
Phone: 980 622 6440 Email: benshoff@broughlawfirm.com
Address: 1526 E. Franklin St., Suite 200, Chapel Hill, NC 27514

PROPERTY DETAILS:

Tax Parcel(s): See attached list Size (sq.ft. or acres): See attached.
Property Location: 175 Shuffler Woods Road, China Grove, NC 28023, between Old Shinn and Daugherty Roads
Current Land Use: Single family residential, landscaping business, haunted house and trail
Date Acquired: See attached Deed Reference: Book _____ Page _____

REQUEST DETAILS:

Existing Zoning District RA Requested Zoning District CBI-CD

If requesting a conditional zoning district, list proposed use or uses:

Single family residential, site built, 0783 Ornamental Shrub and Tree Services, Single family residential, modular, 7999 Amusement & Recreation Services NEC, 0782 Lawn and Garden Services

Additional information enclosed restricting the conditional use district? Yes ☑ No ☐

Site plan containing information from sec. 21-52 enclosed? Yes ☑ No ☐

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Angela D Jenkins, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): Angela D. Jenkins

Date: June 2, 2021

Name of Applicant / Agent: Albert M. Benshoff

Address: The Brough Law Firm PLLC, 1526 E. Franklin St., Suite 200, Chapel Hill, NC 27514

Phone Number: 980 622 6440

IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.

STATE OF North Carolina **COUNTY OF** Rowan

I, Emily C. Reeder, a Notary Public for said County and State, do hereby certify that Angela D. Jenkins personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires August 16, 2024.

SEAL

EMILY C. REEDER
NOTARY PUBLIC
MY COMMISSION EXPIRES 8/16/24
ROWAN COUNTY, N.C.

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: [signature] 2. Planning Board Courtesy Hearing: 7/26/21 3. Notifications Mailed: 7/16/21 4. Property Posted: 7/16/21 5. Planning Board Action: Approved _____ Denied ✓ 6. Board of Commissioners Public Hearing: 8/16/21 7. Notifications Mailed: 8/5/21 8. Property Posted: 8/4/21 9. Dates Advertised: 1st 8/5/21 2nd 8/12/21 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: ___/___/___

REVISED Narrative for Rezoning from RA to CBI-CD for a portion of **614 Old Linn Road (formerly** 175 Shuffler Woods Rd., China Grove**)** JULY 13, 2021

Additions are in **BOLD**.

A. PROPERTY DETAILS

Tax Parcel #	**Size / Area**	**Date Acquired**	**Deed Book and Page #**
147-001	10.31 acres [1]	May 23, 2008	1122 / 302
147-004	5.37 acres [2]	Dec. 1, 2017	1300 / 715
147-006	1.05 acre	Dec. 1, 2017	1300 / 715
147-116	1.58 acres	Dec. 1, 2017	1300 / 715
147-145	**RoW to Daugherty Rd.**	**Feb. 18, 1980**	**591 / 231**
147-145	**Ditto**	**Aug. 6, 2008**	**1127 / 297**

B. CONDITIONS:

1. Only the portions shown in the hatched pattern on Site Plan Sheet 4 "Proposed Site Plan with Split Zone" are proposed for rezoning to CBI-CD.

2. The only uses permitted will be:

   0782 Lawn and Garden Services
   0783 Ornamental Shrub and Tree Services
   7999 Amusement and Recreation Services NEC
   02 Agricultural production livestock and animal specialties

3. Reaper's Realm Haunted House LLC DBA Reaper's Realm Haunted House & Trail (RRHHT) will be open no more than 30 days in any calendar year. The days will be divided between 3 to 4 seasons. The seasons are:

NAME of SEASON	*NUMBER of DAYS*	*LAST DAY of SEASON*
St. Valentine's Day	4	**See St. Patrick's Day. For example, the last day of this season would be Feb. 13, 2022, if approved.**
St. Patrick's Day	2	**Sunday of the weekend closest to the holiday, except when holiday falls on a Weds, then it will be Sunday of the following weekend. For example St. Patrick's Day was Weds March 17, 2021–**

[1] Source: Rowan County GIS. Deed states 10.823 acres

[2] Source Rowan County GIS for parcels 147-004, -006 and -116.

		equidistant between 2 weekends. The following Sunday was March 21. In 2022 the last day of the season will be March 20, if approved.
Halloween	20	October 31
Christmas	4	Before December 24

The number of days per season may be less than shown in the table. The RRHHT may not operate every season on every year. There will be no Christmas season in 2021.

The hours of operation of the RRHHT are:

- Sundays through Thursdays from 6:30 PM to 10:00 PM. No admission tickets will be sold after 9:00 PM.
- Fridays and Saturdays from 6:30 PM to 12:30 AM. No admission tickets will be sold after 11:00 PM.

It takes the average customer about one hour to complete the RRHHT.

4. The maximum number of patrons permitted per day is 1,200. Patrons must arrive by motor vehicle. The circulation pattern is all one-way. Patrons will enter at Old Linn Road only. A control point will be set up at the entrance, manned by a Sherriff's deputy and a RRHHT employee. (See Site Plan #2, Proposed Security and Traffic Control) The employee will count the number of person is each car and give them an ID number and instructions to tune their radio to a certain frequency. The information on the number of persons per vehicle will be radioed to the command post. A running tally of the total number of persons admitted will be kept. After 1,200 patrons are admitted, no more vehicles will be admitted.
A turn-around area is shown on revised Site Plan 1. The entrance road from Old Linn Road to the turn-around is two-way. When capacity is reached vehicles will be turned around by a flagger at old Linn Road. Staff will close the road at the southern end of the turn-around area when capacity is reached. The main entrance will be posted that RRHHT is closed. When the turn-around area is cleared of vehicles the main entrance will be closed to entering vehicles with a gate or temporary barrier. AB
Patrons will be directed to remain in their vehicles under their number is broadcast on the radio. They will then proceed to the fenced in "Customer Standing" area to purchase tickets and be admitted to the Haunter House. (See Site Plan #2). Entrance to Customer Standing is through a checkpoint manned by a Sherriff's deputy and a RRHHT security guard, as shown on Site Plan #2. The security guard will wand each patron for weapons and check purses. Occupancy to the Customer Standing area will be limited to about 200 persons.

Children under the age of 16 will not be admitted unless accompanied by a responsible adult (at least 18 years old), parent or legal guardian. **IDs will be checked for ages of customers. IDs will be checked before vehicles leave the turnaround area.**
Parents will not be permitted to drop off their children unless accompanied by an adult.
EXCEPTION: Patrons may leave their cars to buy snacks, but must return to their vehicles to consume them.

5. NOISE:
   The noise level at the property lines will not exceed 70 decibels on the A scale of a sound level meter certified by ANSI.

6. ACCESS AND CIRCULATION:
   A new gravel road will be constructed from Old Linn Road to the RRHHT "Parking Area" shown on Site Plan Sheet #1. A N.C. DOT driveway permit has been obtained and a copy attached at Exhibit D for the new Old Linn Road entrance. The only entrance will be on Old Linn Road. The new gravel road will be one way in. All traffic will exit via Shuffler Woods Rd. to Daugherty Road. Shuffler Woods Road will be one-way, except for emergency vehicles. One Sherriff's deputy and one certified flagger will be stationed at both the entrance and the exit. (See Site Plan #2). Walkers will be told that they cannot enter on foot or via Shuffler Rd. Temporary signs will be erected to say, "Exit Only" and "No Parking – Towing Enforced" at the intersection of Shuffler and Daugherty Roads. See the Site Plan Sheet #2.

   A temporary sign will be erected on the State right-of-way near the intersection of Old Linn Rd. (SR 1222) and Daugherty Rd. (SR 1242) (with permission) directing traffic to the Old Linn Road entrance.

   With the neighbor's permission, "NO PARKING -TOWING ENFORCED" signs will be posted in any neighbor's yard that requests a sign.

7. The number of haunted house buildings will not exceed the number shown on Site Plan Sheet #1. **The Existing Shop is used to store haunted house props and for the applicant's landscaping business.** The length and location of the trail will remain as shown on the site plan. The trail may be moved slightly, shortened, or lengthened. If the trail is lengthened, its new length will not be more than ten percent larger than the length shown on the site plan.

8. Parking will be provided as shown on the Site Plans Sheets 1-3. All parking lots will be gravel.

9. PERMITS and INSURANCE: All required permits including but not limited to Building, Fire, Environmental Health will be obtained prior to opening for the October season each year. The insurance policy is issued each year before the October season. Certificates of Insurance will be submitted as soon as it is available.

   The anticipated amounts and types of insurance are: Commercial General Liability: Per Occurrence $1,000,000;
   Damage to Rented Premises $100,000;
   Personnel and Adv. Injury $1,000,000;
   General Aggregate $2,000,000;
   Products – Comp. / Op. Aggregate $1,000.000.

C. SUPPLEMENTARY PLANS:

1. Plan for Security Enforcement, Limits on Number of Customers **and Lighting**. See **revised** Site Plan Sheet 2 Proposed Security and Traffic Control. RRHHT will hire five Rowan County Sherriff's deputies, or other sworn law enforcement officers for security each night RRHHT is open **during the Halloween Season**. In addition, Reaper's Realm will hire five bonded security guards **during the Halloween season. Three private security guards and two deputies will be hired for the other season. Customer attendance at the last Valentine's season was 300 person / night**. All of the security guards are veterans of the U.S. armed forces. One deputy will be assigned to each of the following: the entrance, exit and the entrance to the Customer Standing Area. The other deputies will be stationed by the ticket window and near the gift shop and ATM, which are all located in the "Existing Haunted House". The security guards will be stationed at the "wanding" station at the entrance to the Customer Standing Area, one in each parking lot, and two inside of the Customer Standing Area. If the overflow parking lot is used, a security guard will be stationed there.

   A "Security Command Post" will be set up in the detached office building beside the gift shop on the south end of the Haunted House (see Site Plan sheet 2). All emergency services personnel and the security guards will have access to the command post. The command post has a telephone land lines and WI FI.

   Emergency vehicles can enter on Shuffler Woods Rd. The deputy and security guards will stop traffic and/or clear Shuffler Woods Road to allow emergency vehicles to enter from Daugherty Road.

   Rowan County Rescue Squad **has been asked to** contract to provide one ambulance and crew to be stationed on site when RRHHT is open to the public. The Rescue Squad is stationed outside the Security Command Post. A letter from the Rescue Squad is attached at Exhibit A. **Further correspondence will be provided.**

The Fire Marshall and Bostian Heights VFD may conduct an annual inspection of the RRHHT provide that representatives of the LLC are present.

LIGHTING: Reaper's Realm has a mobile tower light that sits at to end of trail and shines on parking lot in front of the "Existing Haunted House" (See Site Plans). A 400 watt metal halide light is located on the west end of the "Existing Shop" shop that shines into parking lot in the southwest corner of the property. Another 400 watt metal halide light on the east end of the Existing Shop is pointed towards Shuffler Woods Rd. Two 400 watt led lights are mounted on a mobile light pole located in about 40 in front of the house on property 147 004. (This is the large 7-sided polygon just north of the "Parking Area 0.40 Ac.") These lights illuminate the parking lot mentioned above, which is located to the right or east of Shuffler Woods Rd. All lights are electric utility powered except the mobile light pole - it is diesel.

2. Plan for Fire Prevention and Control.
   The main haunted house ("Existing Haunted House" on the Site Plans) is sprinklered per the Rowan County Fire Marshall's directions. All buildings on the trail have lighted exit signs and are equipped with fire extinguishers. The Rowan County Fire Marshall will inspect the RRHHT approximately two weeks before opening to the public and as the Fire Marshall determines that inspections are necessary.

3. N.C. Building Codes.
   All buildings meet the Building Code(s) per the certification of James Basinger, PE or by certificate of occupancy to be issued by the Rowan County Building Inspector(s) after the rezoning is approved.

4. Plan for Emergencies.
   A plan for dealing with emergency situations involving the occurrence of incidents requiring rapid evacuation, including arrangements for use of emergency egress roads.

   As noted above under Condition 4. ACCESS AND CIRCULATION, emergency vehicles may enter from either Linn Road or Daugherty Road via Shuffler Road. The security guards will stop traffic and clear the roads as necessary for the emergency vehicles.

   In the event that the patrons must leave the property early, the following steps will be taken:
   A) All the house lights will be turned on.

B) An announcement will be made over the PA system that all patrons are to walk to their vehicles and remain there until directed to leave by a deputy or security guard.
C) The actors / employees in each building will help patrons to the exits. The actors will search the buildings to make sure everyone has left.
D) The actors/employees will walk with the patrons to the parking lots. Once all the patrons are in their cars, the actors/employees not assigned to direct traffic will proceed their assembly area. From the assembly area they will be directed to a new duty station or to their vehicles.
E) Once emergency vehicle traffic has stopped for the time being, customers will be directed to the nearest exit. Traffic on Linn Road will be reversed to allow vehicles to exit there. Vehicles will also exit via Shuffler Road.
F) Deputies may stop oncoming traffic on Shuffler and/or Daugherty Roads to speed up the evacuation, at the direction of RCSO command staff.

5. Plan for Adequate Medical Care.
Rowan County Rescue Squad will station an ambulance with staff on site when the RRHHT is open**, per the contract attached at revised Exhibit A.**

6. NOISE:
Sound amplifying equipment is in each building and outside at the main Haunted House. Music is played for customers. It consists of two speakers. A microphone is hooked into the speakers for the purpose of making announcements. A chainsaw is used to enhance the atmosphere. It is located near the Asylum. The chainsaw is shut off at 11:30 PM of Fridays and Saturdays and at 10:00 PM other days. The noise level at the property lines will not exceed 70 decibels on the A scale of a sound level meter certified by ANSI.

A twenty foot Type A buffer and setback is provided around the **northwestern** perimeter. The proposed exit road behind the existing shop is eight feet lower than the neighboring property. The grade difference eliminates most of the traffic noise.

Most of the property line is wooded as shown on the air photos attached at Exhibit B. The woods will not be removed. Where necessary, supplemental trees will be planted.

7. SANITATION:
A total of six porta potties are shown on Site Plan Sheet 3 Proposed Onsite Facilities in the following numbers and locations:
A. Two sinks are provided near the four porta potties at the Customer Standing Area.

B. One porta-potty is to be placed in the western end of "Parking Area 0.65 Acres"; and

C. One porta potty is located at the end of the Haunted Trail.

Trash will be picked up by weekly by Alexander Waste. Supplemental trash hauling to the landfill will be provided as needed by Reaper's Realm. **See revised Site Plan # 3 for the locations of trash receptacles.**

All COVID protocols issued by the Rowan County Health Department and/or the Governor will be followed.

Hand sanitizing stations are located at the entrance to every building.
Trash along Daugherty, Shuffler Woods and Linn Roads will be picked up daily.

Rowan County Environmental Health has tested the water and inspected the concessions area in previous years. Environmental Health will re-inspect before opening.

8. INSURANCE

A copy of the certificate of insurance is typically issued with the new annual policy in September of each year. A copy will be provided to the County at that time. **The anticipated insurance coverages are listed in B. 9 above.**

9. COMMUNITY OUTREACH

A summary of this application with a site plan will be delivered to each contiguous neighbor shown on the site plan and the neighbors across the road from the entrance / exit. The summary asks for comments and concerns to be made to the Applicant, the Applicant's lawyer or to the Rowan County Planning Department. Comments may be anonymous. A list of these neighbors is attached at Exhibit C. The Applicant will discuss the plans with the neighbors shown on the Site Plans. A summary of these contacts will be provided before the Planning Board meeting. A project web page is at www.reapersrealmnc.com. People are encouraged to make comments. A summary of all comments will be provided to the Planning Board.

10. SITE PLAN CHECKLIST MISCELLANY

4. All of the adjoining properties are zoned RA and are used as residences or are vacant. The current uses are listed on Site Plans 1 and 4 inside circles.

8. There are 30 paid employees in addition to the 5 private security guards and 40 volunteers.

15. <u>Built Upon Area Ratios:</u>

Existing Building:	**29,529 SF**
Existing Driveways:	**53,445 SF**
Parking Areas:	**84,070 SF**
Customer Standing:	**13,248 SF**
Existing Trails:	**6,250 SF**
New Road:	**35,719 SF**

Total Proposed Impervious:	**222,261 SF (5.1 ac)**
Total Site Area:	**797,538 SF (18.3 ac)**

Impervious Ratio: 0.279

LIST OF EXHIBITS

EXHIBIT A: Rowan County Rescue Squad **Contract**

EXHIBIT B: Air Photos

EXHIBIT C: List of Neighbors

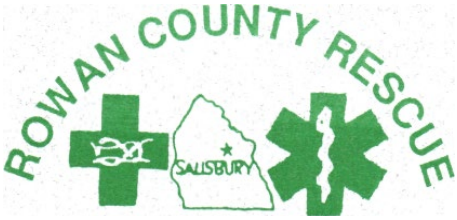
EXHIBIT D: N.C. DoT Driveway Permit

EXHIBIT E: Narrative of Customer's Experience.

EXHIBIT F: Correspondence To-date with Public Safety Agencies

EXHIBIT A

1140 Julian Rd.
Salisbury, N.C. 28146
Email: rowanrescue@rowanrescue.org



Phone Emergency: 911
Business: 704-633-5405
Fax: 704-633-9968

To: Mr. Jenkins (Reapers Realm)

We at Rowan County Rescue Squad agree to provide medical coverage for your events at Reapers Realm located at 1610 Daugherty Rd, China Grove, NC 28023. This will include 1 Ambulance and 2 EMT's each night the business is open. The staff and truck will be committed to your event and will not leave at any time. We also agree to stage beside the command post located beside the ticket house.

Rowan County Rescue Squad will be on Scene of the event Sundays thru Thursdays from 6:00pm until 10:00pm. On Fridays and Saturdays Rowan County Rescue Squad will be on scene of the event from 6:00pm – 12:00pm.

Rowan County Rescue Squad staff members working the event, shall be paid nightly at the following rate:

1 EMT - $20.00 per hr

1 EMT - $20.00 per hr

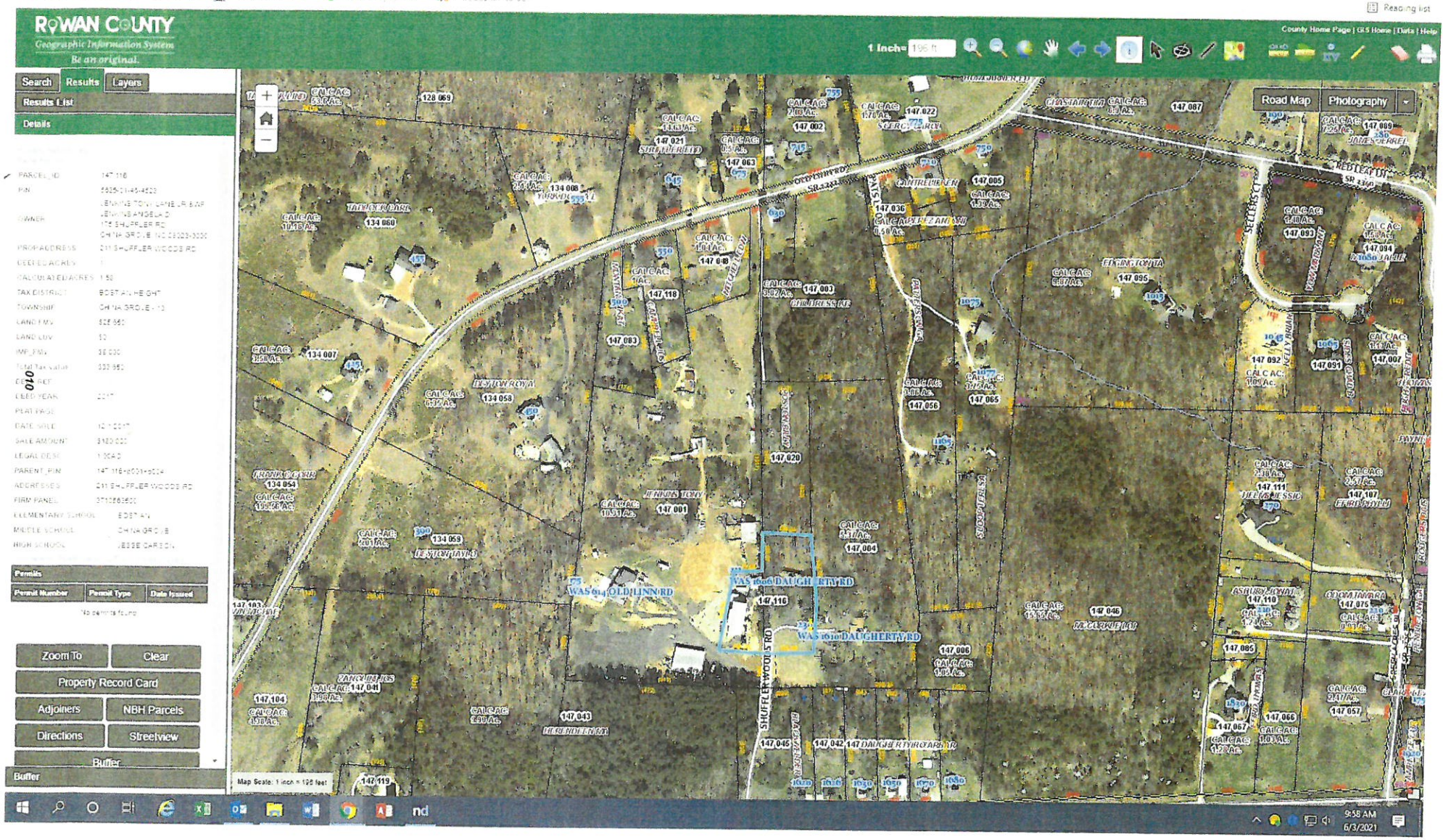
1 Certified Ambulance - $35.00 per 4 hr, anything over 4 hrs and the ambulance fee is $70.00

The Rowan County Rescue Squad understands that sometimes weather events may cause early closing or cancelation of events. If the event is cancelled for a specific date then we request notification prior to arriving at the event.

If all parties are in agreement within the guidelines set forth then we will enter into this agreement on the _____ day of July, 2021. This agreement shall be good for 1 yr.

Allen J. Carlyle Jr. - Chief

EXHIBIT B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SHUFFLER WOODS RD
DAUGHERTY RD
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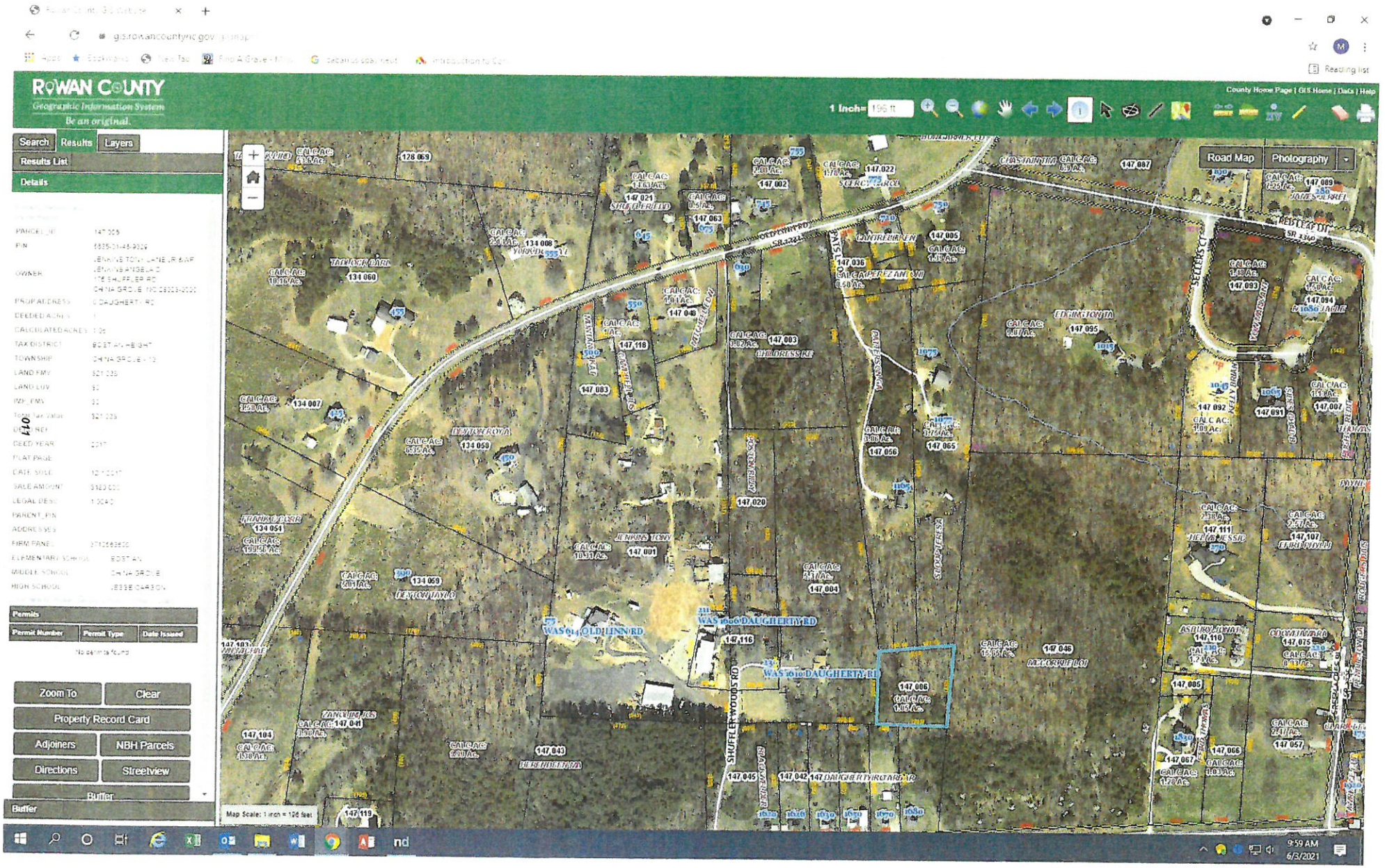
6/3/2021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Permit Type
Date Issued
No permits found.
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Property Record Card
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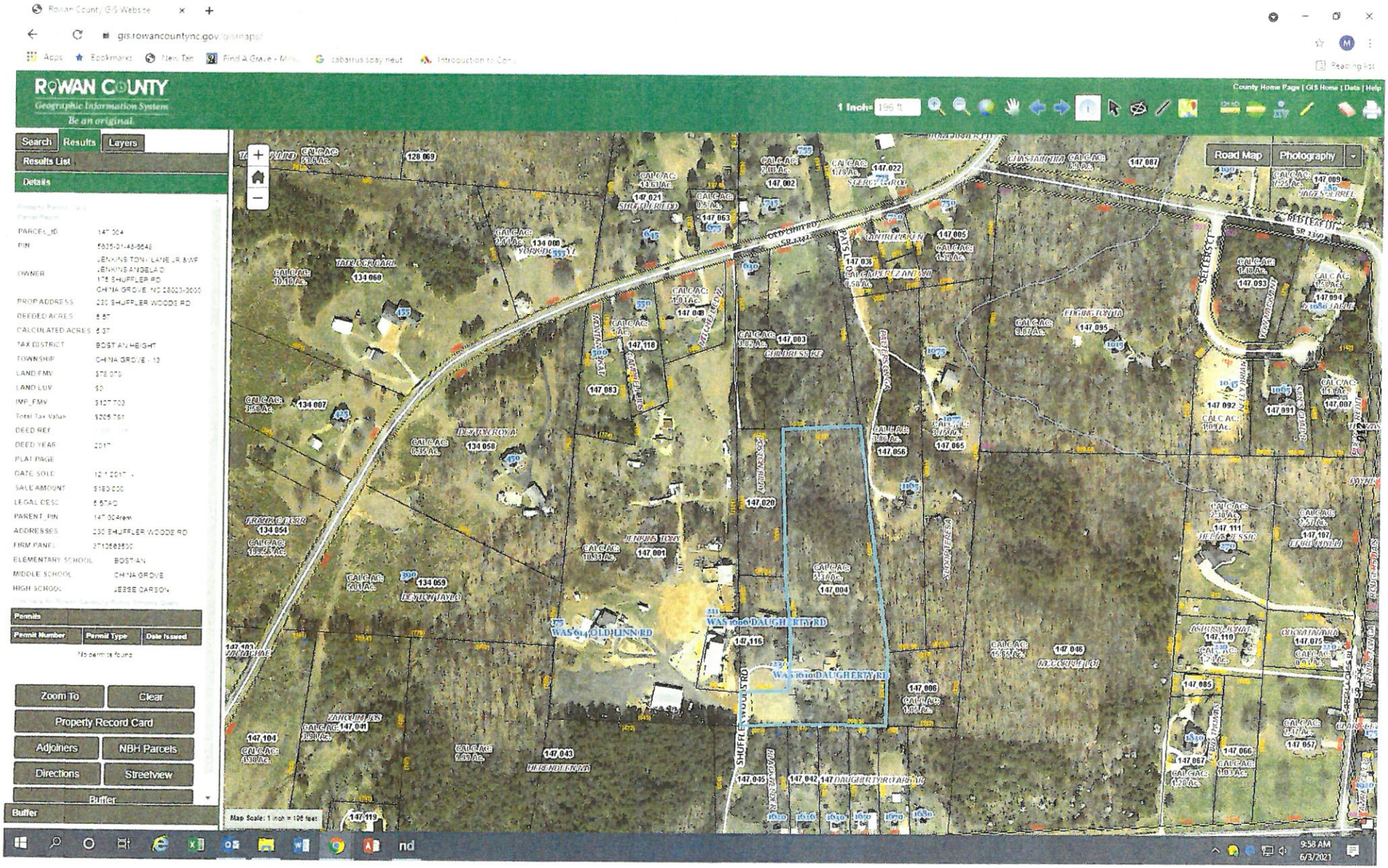
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Details
PARCEL_ID 147 004
PIN 5825-01-48-8648
OWNER JENKINS TONY LANE JR &WF
JENKINS ANGELA D
178 SHUFFLER RD
CHINA GROVE, NC 28023-9000
PROP ADDRESS 230 SHUFFLER WOODS RD
DEEDED ACRES 6.87
CALCULATED ACRES 6.87
TAX DISTRICT BOSTIAN HEIGHT
TOWNSHIP CHINA GROVE - 13
LAND FMV $78,070
LAND LUV $0
IMP_FMV $127,703
Total Tax Value $205,761
DEED REF
DEED YEAR 2017
PLAT PAGE
DATE SOLD 12/1/2017
SALE AMOUNT $180,000
LEGAL DESC 6.87AC
PARENT_PIN 147 004rem
ADDRESSES 230 SHUFFLER WOODS RD
FIRM PANEL 3710568500
ELEMENTARY SCHOOL BOSTIAN
MIDDLE SCHOOL CHINA GROVE
HIGH SCHOOL JESSE CARSON
Permits
Permit Number
Permit Type
Date Issued
No permits found.
Zoom To
Clear
Property Record Card
Adjoiners
NBH Parcels
Directions
Streetview
Buffer
Buffer
Road Map
Photography
1 Inch=
Map Scale: 1 inch = 196 feet
SHUFFLER WOODS RD
OLD LINN RD
DAUGHERTY RD
SR 2330
SR 1442
9:58 AM
6/3/2021

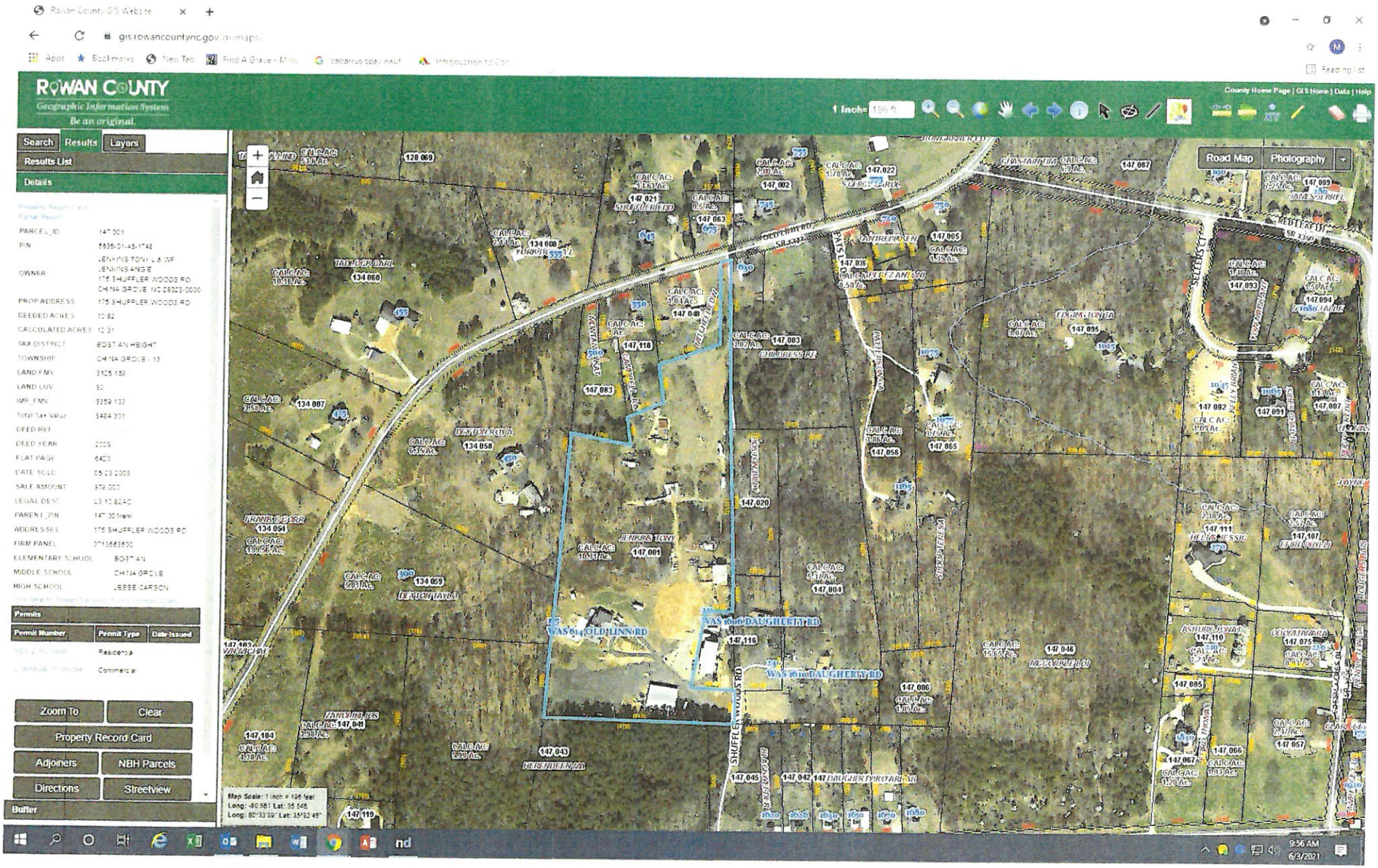

Rowan County GIS Website
gis.rowancountync.gov
ROWAN COUNTY
Geographic Information System
Be an original.
County Home Page | GIS Home | Data | Help
1 Inch = 196 ft
Search
Results
Layers
Results List
Details
PARCEL_ID 147 001
PIN 5835-01-48-1748
OWNER JENKINS TONY L & WF JENKINS ANGIE 175 SHUFFLER WOODS RD CHINA GROVE NC 28023-0000
PROP ADDRESS 175 SHUFFLER WOODS RD
DEEDED ACRES 10.82
CALCULATED ACRES 10.31
TAX DISTRICT BOST AN HEIGHT
TOWNSHIP CHINA GROVE - 13
LAND FMV $125,138
LAND LUV 90
IMP_FMV $359,133
Total Tax Value $484,231
DEED REF
DEED YEAR 2005
PLAT PAGE 6423
DATE SOLD 05.23.2005
SALE AMOUNT $78,000
LEGAL DESC L3 10.82AC
PARENT_PIN 147 001rem
ADDRESSES 175 SHUFFLER WOODS RD
FIRM PANEL 3710585500
ELEMENTARY SCHOOL BOST AN
MIDDLE SCHOOL CHINA GROVE
HIGH SCHOOL JESSE CARSON
Permits
Permit Number
Permit Type
Date Issued
Residential
Commercial
Zoom To
Clear
Property Record Card
Adjoiners
NBH Parcels
Directions
Streetview
Buffer
Road Map
Photography
Map Scale: 1 inch = 196 feet
Long: -80.561 Lat: 35.565
Long: -80°33'39" Lat: 35°33'45"
9:56 AM
6/3/2021

EXHIBIT C LIST OF NEIGHBORS - CONTIGUOUS

Name	County Property Number & PIN
Patterson, Gary M. and wife, Deborah C. Patterson 1165 Pats Loop, China Grove, NC 28023-5769	147 036 (5835-01-47-7632), 147 056 (5835-01-47-8008)
Sloop, Teresa P. and husband, Timothy Sloop 1077 Pats Loop, China Grove, NC 28023	147 065 (5835-01-57-0004)
McCorkle, Lois Daugherty 809 N Enochville Ave, China Grove, NC 28023	147 046 (5835-02-56-2574)
Lentz, Barbara Rainwater 2570 Lentz Rd. China Grove, NC 28023	147 039 (5835-01-46-8144)
Daugherty, Robert J. 7287 Meeting Street, Charlotte, NC 28210	147 040 (5835-01-46-7154) 147 042 (5635-01-46-5183)
Herendeen, Mary R. 571 Paradise Rd., Salinas, CA 93907	147 044 (5635-01-46-6164)
Blackwelder, Jermey Michael 1463 Banks Rd., Fort Mill, SC 29715-8431	147 045 (5635-01-46-4133)
Deyton, Roy Anthony and wife, Ann Johnston Deyton 450 Old Linn Rd., China Grove, NC 28203	134 058 (5635-01-37-6038), 134 059 (5635-01-36-4781)
Montanez, Kathya Divina 500 Old Linn Rd., China Grove, NC 28023	147 083 (5635-01-47-0204)
Campbell, Justin Ryan and Goldin Carly 550 Old Linn Rd., China Grove, NC 28023	147 118 (5635-01-47-0385)
Mitchell, Edward Wayne 610 Old Lynn Rd., China Grove, NC 28023-5614	147 048 (5635-01-47-2436)
Childress, Kenneth and wife, Patricia Ann Childress 630 Old Linn Rd., China Grove, NC 28023	147 003 (5635-01-47-5450)
Poston, Billy Roy and wife, Dollie M. 616 E. Mills Drive, Landis 28088	147 020 (5635-01-46-4943)

NEIGHBORS ACROSS OLD LINN and DAUGHERTY ROADS from the ENTRANCES

Name	County Property Number
Shuffler, Eddie Lee and wife, Donna L. Shuffler 1254 Bennington Dr. NW, Concord, NC 28027	147 021 (5635-01-48-3266), 147 063 (5635-01-47-3714), 147 002 (5635-01-47-4896)
Williams Noel A. and spouse, Joan E. Williams	147 008 (5635-01-35-6387)
Young, Thomas Stanford and wife, Cynthia C. Young 1515 Daugherty Rd., China Grove, NC 28023	147 074 (5635-01-45-1721)
Lentz, Barbara Rainwater 2570 Lentz Rd., China Grove, 28023	147 038 (5635-01-45-7430)

June 4, 2021

Daugherty, Randy Neal and wife, Tamara Freeze Daugherty 1715 Daugherty Rd., China Grove, NC 28023	147 081 (5635-02-55-3331) 147 121 (5635-02-55-5379)
Daugherty, Greer Haywood and Carolyn Buckwell Daugherty 2920 Daugherty Rd., China Grove, NC 28023	147 101 (5635-04-54-5794)
Honeycutt, Ginger O. 1825 Daugherty Rd., China Grove, NC 28023	147 120 (5635-02-55-6812)

EXHIBIT D

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

April 7, 2021

Rowan County

Subject: COMMERCIAL DRIVEWAY PERMIT
Reapers Realm
SR 1243 (Daugherty Rd) & SR 1232 (Old Linn Rd)
Driveway Permit No. D091-080-21-00012

Reapers Realm
175 Shuffler Woods Rd
China Grove, NC 28023

Mr. Tony Jenkins,

Enclosed, please find the approved driveway permit application for the Reapers Realm site onto Daugherty Road in Rowan County. This permit is contingent upon compliance with the attached Standard and Special Provisions.

NOTE: Please see Standard Provisions Attachment.
NOTE: Please contact County Maintenance Engineer, Michael Hedrick prior to construction.
NOTE: A copy of this approval package should be on site at all times.
NOTE: All Utilities will need to be approved under separate encroachments.
NOTE: Approval of this driveway permit application allows the applicant to establish a connection to an existing state-maintained roadway and does not constitute approval of the proposed commercial site plan or subdivision design.

Sincerely yours,

DocuSigned by:
7AA7144FF694423...
Kelly Seitz, P.E.
District Engineer

PKS: etg

Attachments(s)
pc: Mr. S.P. Ivey, PE, Division Engineer
Mr. Michael Hedrick, PE, County Maintenance Engineer
Mr. Shane Stewart, Rowan County Planning Department

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 9/ DISTRICT 1
4770 SOUTH MAIN STREET
SALISBURY, NC 28147

Telephone: (704) 630 3200
Fax: (704)639-7566
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
4770 SOUTH MAIN STREET
SALISBURY, NC 28147

Policy On Street And Driveway Access to North Carolina Highways

APPLICATION IDENTIFICATION		N.C. DEPARTMENT OF TRANSPORTATION
Driveway Permit No. D091-080-21-000012	Date of Application 4/5/2021	STREET AND DRIVEWAY ACCESS PERMIT APPLICATION
Development Name: REAPERS REALM		

LOCATION OF PROPERTY

Exact Distance .5i ☒ Miles ☐ Feet N ☒ S ☐ E ☐ W ☐

From the Intersection of Route No. SR 1243 and Route No. SR 1232 Toward

Property Will Be Used For: ☐ Residential /Subdivision ☒ Commercial ☐ Educational Facilities ☐ TND ☐ Emergency Services ☐ Other

Property: ☐ is ☒ is not within CHINA GROVE City Zoning Area.

AGREEMENT

- I, the undersigned property owner, request access and permission to construct driveway(s) or street(s) on public right-of-way at the above location.
- I agree to construct and maintain driveway(s) or street entrance(s) in absolute conformance with the current "Policy on Street and Driveway Access to North Carolina Highways" as adopted by the North Carolina Department of Transportation.
- I agree that no signs or objects will be placed on or over the public right-of-way other than those approved by NCDOT.
- I agree that the driveway(s) or street(s) will be constructed as shown on the attached plans.
- I agree that that driveway(s) or street(s) as used in this agreement include any approach tapers, storage lanes or speed change lanes as deemed necessary.
- I agree that if any future improvements to the roadway become necessary, the portion of driveway(s) or street(s) located on public right-of-way will be considered the property of the North Carolina Department of Transportation, and I will not be entitled to reimbursement or have any claim for present expenditures for driveway or street construction.
- I agree that this permit becomes void if construction of driveway(s) or street(s) is not completed within the time specified by the "Policy on Street and Driveway Access to North Carolina Highways".
- I agree to pay a $50 construction inspection fee. Make checks payable to NCDOT. This fee will be reimbursed if application is denied.
- I agree to construct and maintain the driveway(s) or street(s) in a safe manner so as not to interfere with or endanger the public travel.
- I agree to provide during construction proper signs, signal lights, flaggers and other warning devices for the protection of traffic in conformance with the current "Manual on Uniform Traffic Control Devices for Streets and Highways" and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the District Engineer.
- I agree to indemnify and save harmless the North Carolina Department of Transportation from all damages and claims for damage that may arise by reason of this construction.
- I agree that the North Carolina Department of Transportation will assume no responsibility for any damages that may be caused to such facilities, within the highway right-of-way limits, in carrying out its construction.
- I agree to provide a Performance and Indemnity Bond in the amount specified by the Division of Highways for any construction proposed on the State Highway system.
- The granting of this permit is subject to the regulatory powers of the NC Department of Transportation as provided by law and as set forth in the N.C. Policy on Driveways and shall not be construed as a contract access point.
- **I AGREE TO NOTIFY THE DISTRICT ENGINEER WHEN THE PROPOSED WORK BEGINS AND WHEN IT IS COMPLETED.**

2003-05 NOTE: Submit Four Copies of Application to Local District Engineer, N.C. Department of Transportation TEB 65-04rev.
61-03419

Policy On Street And Driveway Access to North Carolina Highways

SIGNATURES OF APPLICANT

PROPERTY OWNER (APPLICANT)		WITNESS	
COMPANY	Reaper's Realm	NAME	Eric Catlett
SIGNATURE	Angela Smith	SIGNATURE	
ADDRESS	175 Shaffler Woods Rd.	ADDRESS	4770 S MAIN ST
	China Grove NC Phone No. 704-239-4153		SALISBURY, NC 28147

AUTHORIZED AGENT		WITNESS	
COMPANY		NAME	
SIGNATURE		SIGNATURE	
ADDRESS		ADDRESS	
	Phone No.		

APPROVALS

APPLICATION RECEIVED BY DISTRICT ENGINEER

ETG — SIGNATURE — 4/7/21 — DATE

APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)

SIGNATURE — TITLE — DATE

APPLICATION APPROVED BY DISTRICT ENGINEER

DocuSigned by: Kay Dent 7AA7144FF694423... — SIGNATURE — District Engineer — 4/8/2021 — DATE

INSPECTION BY NCDOT

SIGNATURE — TITLE — DATE

COMMENTS: 1976angntj@gmail.com

Use Additional Pages as necessary.

STANDARD PROVISIONS

1. The Rowan County Maintenance Engineer's Office shall be notified at least five (5) days prior to the actual start of work and upon completion of all the work. A pre-construction meeting with Michael Hedrick, P.E., County Maintenance Engineer, Telephone (704-630-3240) shall be held in order that he may schedule his inspections accordingly.

2. An executed copy of this driveway permit shall always be present at the site during construction. If safety or traffic conditions warrant such an action, the Department reserves the right to further limit, restrict or suspend operations within the right-of-way.

3. All materials and construction shall be in accordance with NCDOT standards and specifications, Including, but not limited to, the NCDOT Standard Specifications of Roads and Structures dated January 2018, the NCDOT Roadway Standard Drawings, and NCDOT Policies and Procedures for Accommodating Utilities on Highway Rights of Way

4. Strict compliance with the Policy on Street and Driveway Access to North Carolina Highways and Subdivision Roads Minimum Construction Standards manuals shall be required.

5. It shall be the responsibility of the developer to acquire or dedicate new right-of-way for all roadway improvements associated with the driveway permit. This shall include any and all construction easements, utility easements, sidewalk maintenance easements, etc. The Department of Transportation will not approve or take on maintenance of any facility that is located outside of recorded right-of-way. The developer shall identify the need for additional right-of-way or easements and officially record those with the respective county's register of deeds office.

6. Traffic control devices, lane closures, road closures, positive protection and/or any other warning devices shall be used in accordance with the latest NCDOT Roadway Standard Drawings, Standard Specifications for Roads and Structures, and/or any additional amendments. If there is no guidance provided in the above mentioned standards all traffic control devices shall comply with the latest Manual on Uniform Traffic Control Devices for Streets and Highways. The Department reserves the right to require a written traffic control plan for encroachment operations.

7. During construction, ingress and egress shall be maintained to all businesses and dwellings affected by the project. Special attention shall be paid to police and fire stations, fire hydrants, and hospitals. Work requiring lane or shoulder closures shall not be performed on both sides of the road simultaneously within the same area.

8. The Department reserves the right to modify, remove, or relocate any access point if it is deemed necessary to maintain the safety, mobility, and efficiency of the roadway. The applicant may be held liable for the redesigning any necessary modifications, including but not limited to, medians, auxiliary lanes, and turning movement restrictions.

9. All permanent driveway connections shall be paved for a minimum of fifty (50) feet along the centerline of the new driveway.

10. It shall be the responsibility of the Permittee to determine the location of utilities in the encroachment area. The Permittee shall be responsible for notifying utility owners, providing protection and safeguards to prevent damage or interruption to existing facilities and for maintaining accessibility to existing utilities. Relocation costs of any utilities shall be the responsibility of the permittee.

11. All erosion control devices and measures shall be constructed, installed, maintained, and removed by the Permittee in accordance with all applicable Federal, State, and Local laws, regulations, ordinances, and policies. All earth areas shall be regarded and seeded in accordance with NCDOT Standard Specifications for Roads and Structures dated January 2018.

12. It shall be the responsibility of the developer to install all necessary regulatory traffic signage, pavement markings, etc. in accordance with the latest NCDOT Roadway Standard Drawings.

13. When surface areas in excess of one acre will be disturbed, the Permittee shall submit a Sediment and Erosion Control Plan which has been approved by the appropriate regulatory agency or authority prior to beginning any work on the Right of Way. Failure to provide information shall be grounds for suspension of operations.

14. Driveways must be constructed so that they do not adversely affect highway drainage or drainage of adjacent properties. Drainage and stability of the highway subgrade must not be impaired by driveway construction or roadside development. In no case may the construction of a driveway cause water to flow across the highway pavement, to pond on the shoulders or in the ditch, or result in erosion within the right-of-way.

15. It shall be the responsibility of the owner to maintain a sight distance triangle being measured seventy (70) feet in length, along the right of way, in each direction from the edges of the proposed or existing driveway and being measured ten (10) feet in width along each side of the drive from its intersection with the right of way and being in addition to the right of way. It is further understood that no structures, signage or vegetation over fifteen (15) inches in height shall be placed within the above described sight distance triangles.

16. It shall be the responsibility of the developer to ensure adequate sight distance in both directions at the driveway connection. Sight distance shall be based upon ten (10) feet of clear sight distance for each one (1) mile per hour of the prevailing speed limit.

17. While the Department of Transportation permits sidewalk construction within the right-of-way, behind curb and gutter sections only, the liability and maintenance of the sidewalk remains the responsibility of the permittee/property owners. All newly constructed sidewalk and curb ramps within NCDOT right-of-way must be constructed in compliance with the Americans with Disabilities Act (ADA) standards. See STD 848.05

18. All temporary construction entrances are to be stoned and maintained at all times to prevent mud from being tracked onto the highway. Any mud/dirt which may collect on the roadway from equipment and/or truck traffic on site shall be removed in a timely manner to avoid any unsafe traffic conditions.

19. The driveway connection must be completed within one (1) year from the above approval date. Once this time has expired, a reapplication will be required.

20. All personnel performing any activity inside the highway right-of-way are required to be familiar with the NCDOT Maintenance/Utility Traffic Control Guidelines. All flagging, spotting, or operating Automated Flagger Assist Devices (AFAD) inside the highway right-of-way requires qualified and trained work zone flaggers. Training for this certification is provided by NCDOT training resources and pre-approved private entities. All personnel in charge of overseeing work zone traffic control are required to be qualified work zone supervisors. For any questions regarding proper work zone flagger or supervisor training please refer to our website at http://connect.ncdot.gov/projects/WZTC/pages/Training.aspx. You may also contact Kenneth Thornwell, P.E. at (919-814-5037) or kcthornwell@ncdot.gov

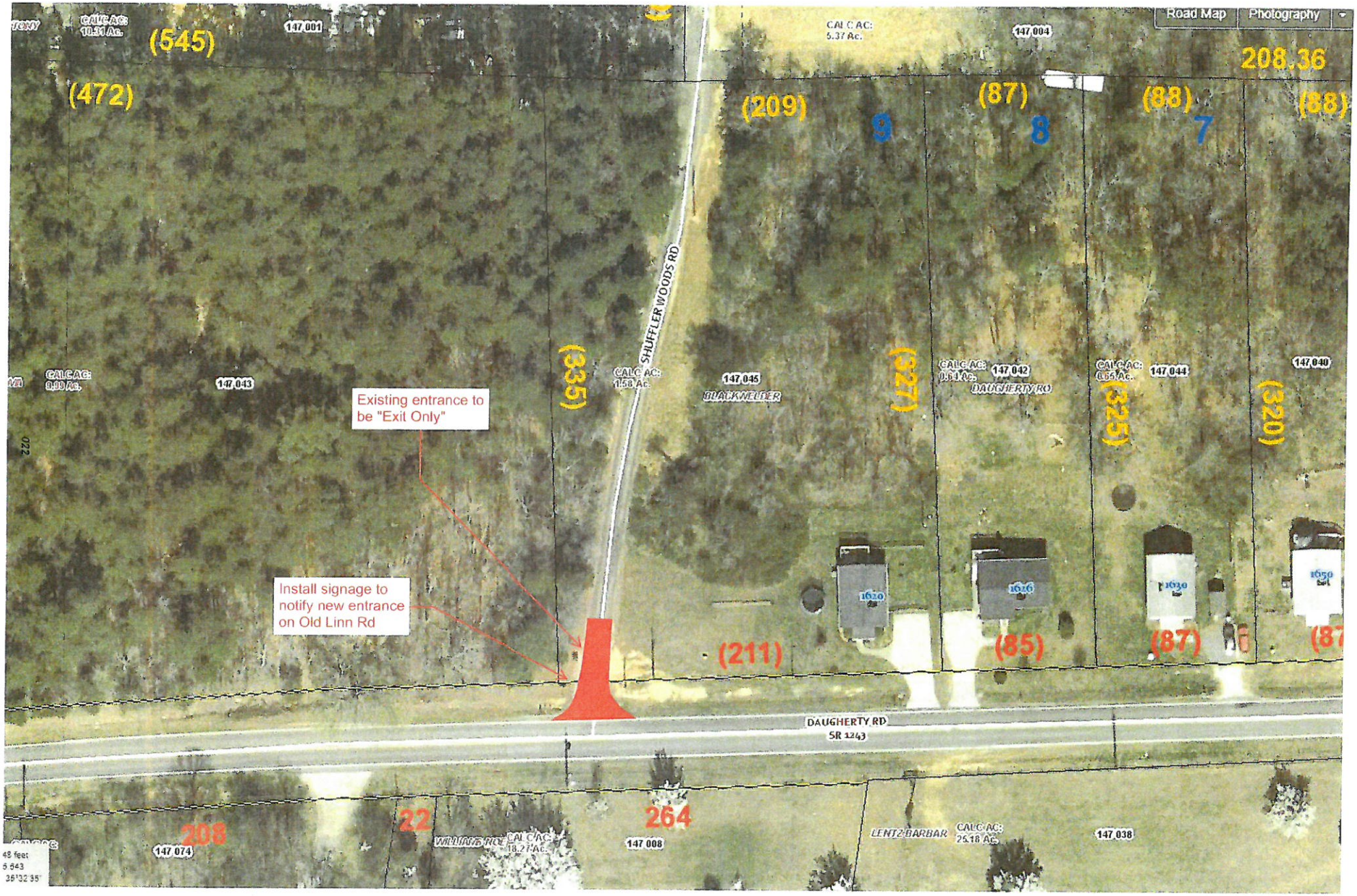
21. **Failure to comply with these set forth provisions will void your driveway access permit and may result in the removal of your driveway entrances.**

SPECIAL PROVISIONS

22. **Currently Reapers Realm is a seasonal operation, open only 1 month of the year. If hours of operation increase and generates more traffic volume throughout the year the Department reserves the right to re-evaluate the driveway permit.**

23. **If needed, Reapers Realm will be responsible for providing all traffic control to mitigate any traffic queuing on Daugherty or Old Linn Rd. They will also need to provide signage and notification of the new traffic patterns on-site.**

24. **Any gates must be installed completely off NCDOT right-of-way and provide enough space for vehicles to pull in completely off the road.**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Photography
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CALC AC: 10.31 Ac.
CALC AC: 5.37 Ac.
147.004
208.36
(472)
(209)
9
(87)
8
(88)
7
(88)
SHUFFLER WOODS RD
(335)
CALC AC: 1.58 Ac.
147.045
BLACKWELDER
(327)
CALC AC: 0.64 Ac.
147.042
DAUGHERTY RD
(325)
CALC AC: 0.65 Ac.
147.044
147.040
(320)
CALC AC: 0.99 Ac.
147.043
Existing entrance to be "Exit Only"
Install signage to notify new entrance on Old Linn Rd
1620
1626
1630
1630
(211)
(85)
(87)
(87)
DAUGHERTY RD
SR 1243
208
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22
WILLIAMS ROY
CALC AC: 18.27 Ac.
264
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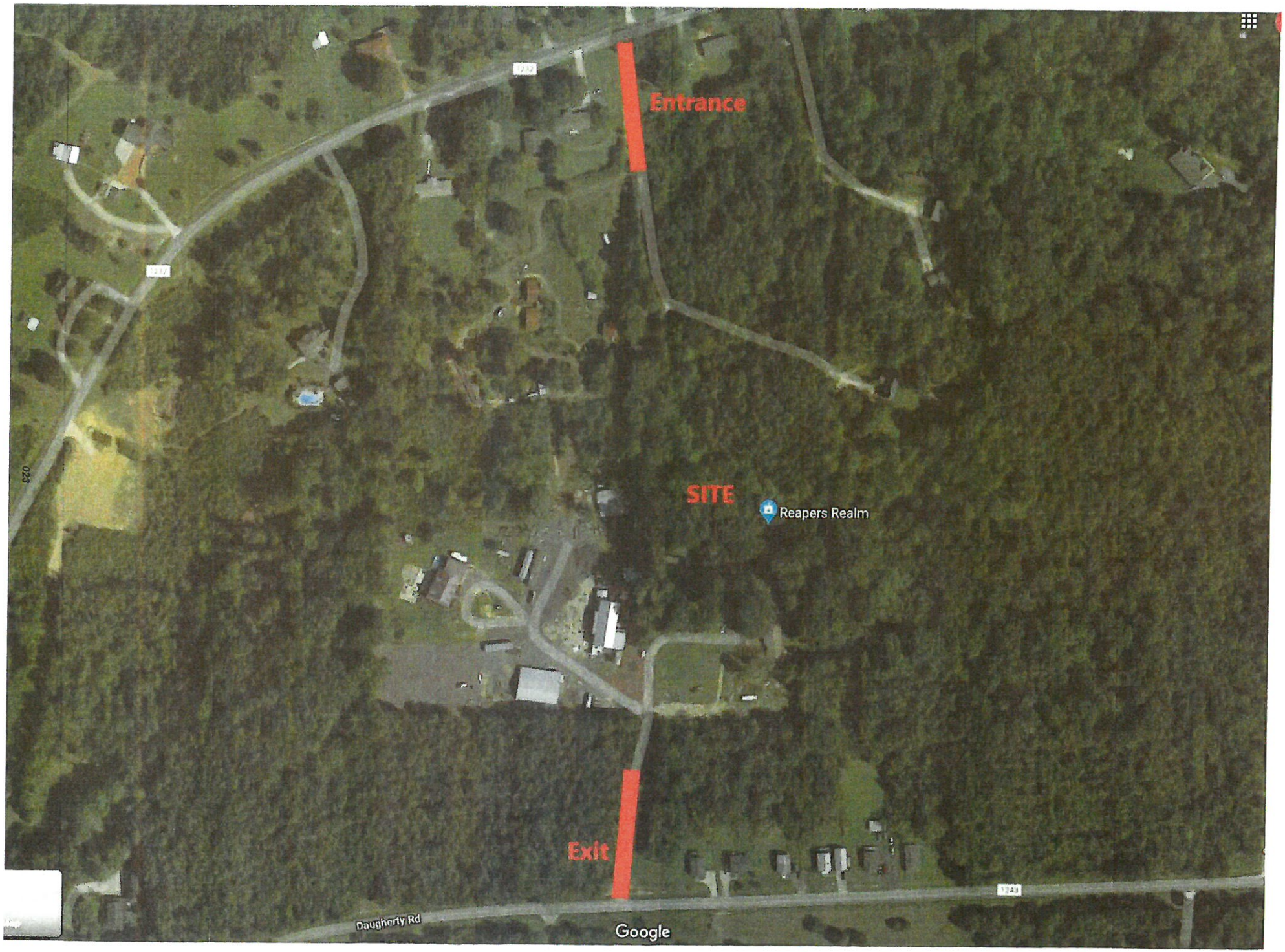
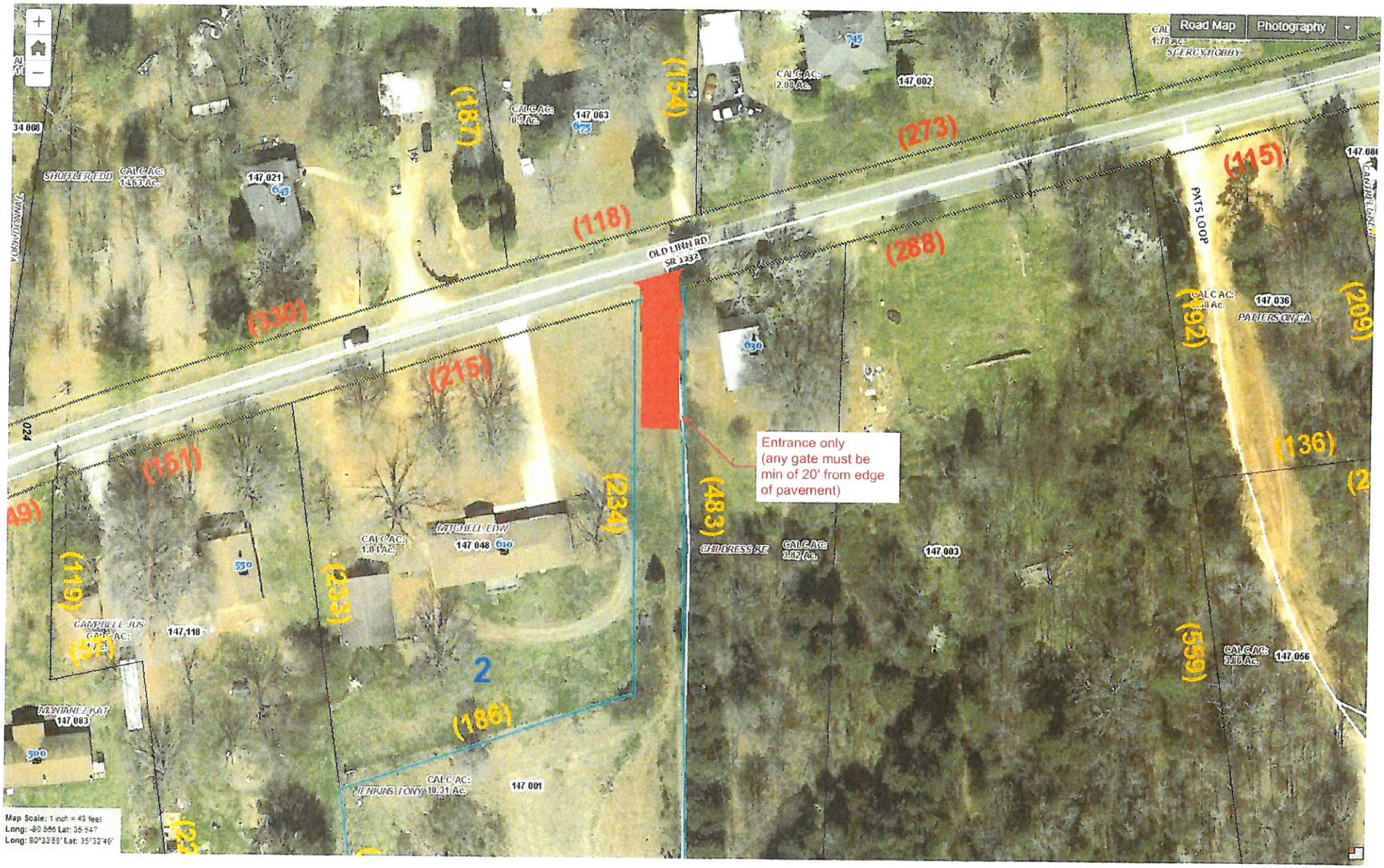
LENTZ-BARBAR
CALC AC: 25.18 Ac.
147.038


Entrance
SITE
Reapers Realm
Exit
Daugherty Rd
Google


Road Map
Photography
OLD LINN RD
SR 1232
Entrance only
(any gate must be
min of 20' from edge
of pavement)
PATS LOOP
SHUFFLER EDD
CALC AC: 14.53 Ac.
147,021
CALC AC: 10.0 Ac.
147,063
CALC AC: 2.00 Ac.
147,002
STERCY HOBBY
147,036
PATTERSON GA
MITCHELL EDW
147,048
CALC AC: 1.01 Ac.
CALC AC: 3.62 Ac.
147,003
CAMPBELL JUS
147,118
MARTINEZ KAT
147,083
JENKINS TONY 10.31 Ac.
147,001
CALC AC: 3.65 Ac.
147,056
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Map Scale: 1 inch = 49 feet
Long: -80.566 Lat: 35.547
Long: 80°33'59" Lat: 35°32'49"

175 shuffler woods rd. China Grove NC 28023
704-239-4153
1976angntj@gmail.com

7/8/2021

As customers enter RRHH from Old Linn Rd. entrance they will meet a licensed flagger and Sheriff directing them to turn into new road. They will then follow gravel road and signs along the way until they are met by our ID check point attendant, see {B} on map. Our attendant will then check ID's then give car # with instructions to turn to radio station to follow instructions. They then will be directed by parking attendant to park in rows. They tune to radio station and listen for their # to be called then continue to security tent. During this time we are giving instructions on radio of all the steps,what is allowed on premises and not allowed to bring on premises. All weapons, lighters, knives to be left in vehicles. We call around 25 people to security gate at a time they are then wanded and if needed ask to empty pockets with anything metal. They are then directed to ticket line ,see {C} on map. When they purchase tickets they are given a group # to listen for to go inside haunt. They then are lead through a line to sign waiver before you can enter. Then customers can wait by fire barrels or buy concessions while they wait for group # to be called. All guests wait inside a fenced area with security and a Sheriff. Once they enter attraction they will exit at end of trial see {D} on map. They then proceed back to their vehicles an are directed to exit on Daugherty Rd. see {E} on map where there will be another Sheriff and flagger stationed at Daugherty Rd. see {F} on map.

TJ JENKINS

EXHIBIT E

June 28, 2021

Kevin Auten
Rowan County Sheriff
232 N. Main St.
P. O. Box _____
Salisbury, NC 28144

RE: Reaper's Realm Haunted House application for rezoning and request to hire deputies.

Dear Sheriff Auten:

Reaper's Realm has submitted a rezoning application to the Rowan County Planning Department and received comments on the application. A copy of the application is attached for your consideration. I welcome your comments and suggestions.

Just like last year, I hope to hire five off duty deputies for the evenings of October 12 through 31, 2021. The hours of work are Sundays through Thursdays 6:30 PM to 10:00 PM; Fridays and Saturdays from 6:30 PM to 12:30 PM. These days and hours are guaranteed.

In addition, I'd like to hire three Sheriff's deputies for a four day season around St. Valentine's Day (Feb. 11-14, 2022) and a two day season around St. Patrick's day (March 18-19, 2022), at the same hours.

Please let me know if you can meet these requests. I am happy to enter into any contract or agreement you wish.

Next, Reaper's Realm will provide a command post for the public safety and emergency services providers. Planning Director Ed Muire asks me to ask you to comment on the proposed command post. Is the proposed command post suitable for your purposes? The command post will be located beside the main haunted house near the ticket window. The command post will be 14x20. It will have electricity, phone line and wifi.

A site plan showing the location of the command post is attached. The entire rezoning application is available on request, or on our website at www.reapersrealmnc.com.

Please send your comments to my e-mail address at 1976angntj@gmail.com or to my mail address at 175 Shuffler Woods Rd. China Grove, NC 28023

Thanks for your consideration.

Sincerely, TJ JENKINS

EXHIBIT F

June 28, 2021

Allen Cress
Emergency Services Chief

Deborah Horne
Fire Division Chief

Captain David Earnhardt
Rowan County Rescue
P. O. Box 61
Salisbury, NC 28145-0061

RE: Reaper's Realm application for rezoning.

Dear Chief Cress, Chief Horne and Captain Earnhardt:

Thanks to Captain Earnhardt for his letter of May 26 in response to my request to station an ambulance and crew at Reaper's Realm Haunted House and Trail when it is open. I have to ask you for some additional information.

Reaper's Realm has submitted a rezoning application to the Rowan County Planning Department and received comments on the application. Planning Director Ed Muire wrote "Correspondence from Rowan Rescue Squad does not substantiate a "contract to provide one ambulance and crew to be stationed on the site when Reaper's Realm Haunted House and Trail is open to the public" is in place, rather than suggest providing coverage to events "if at all possible". Provision of emergency coverage on site is of primary concern and this factor should be satisfactorily addressed."

Will the Rescue Squad consider entering into a contract with Reaper's Realm to provide an ambulance for the 30 days the house and trail are open? I understand that the Rescue Squad will have its own constraints which can be addressed in a contract.

Next, Reaper's Realm will provide a command post for the public safety and emergency services providers. Mr. Muire asks me to ask you to comment on the proposed command post. Is the proposed command post suitable for your purposes? The command post will be located beside the main haunted house near the ticket window. The command post will be 14x20 have electricity, phone line and wifi.

A site plan showing the location of the command post is attached. The entire rezoning application is available on request, or on our website at www.reapersrealmnc.com

Please send your comments to my e-mail address at 1976angntj@gmail.com or to my mail address at 175 Shuffler Woods Rd. China Grove NC 28023.

I'll call you to discuss in a week.

Sincerely,

T.J. Jenkins

THE BROUGH LAW FIRM, PLLC

G. Nicholas Herman herman@broughlawfirm.com
Robert E. Hornik, Jr. hornik@broughlawfirm.com
T.C. Morphis, Jr. morphis@broughlawfirm.com
Albert M. Benshoff benshoff@broughlawfirm.com
S. Ellis Hankins hankins@broughlawfirm.com
Kevin R. Hornik khornik@broughlawfirm.com
Brady N. Herman bherman@broughlawfirm.com

July 13, 2021

Jody Scott Burleyson, Fire Commissioner
Larry Randall St. Clair, Fire Commissioner
Randall Max Faggart, Fire Commissioner
Mark Zimmerman, Fire Chief
Bostian Heights Fire Department
8211 Old Concord Rd.
Salisbury, NC 28146

RE: Reaper's Realm rezoning application

Dear Fire Commissioners Burleyson, Faggart and St. Clair; Chief Zommerman

I represent Reaper's Realm LLC. As you probably know, the County asked the owners to rezone their property to a commercial zoning district (Commercial Business Industrial (CBI) with conditions) so that it can continue to operate seasonally, for no more than thirty days a year..

A copy of the rezoning application is included for your review.

Reaper's Realm will provide a command post for the public safety and emergency services providers. County Planning Director Ed Muire asks me to ask you to comment on the proposed command post. Is the proposed command post suitable for your purposes? The command post will be located beside the main haunted house near the ticket window. The command post will be 480 sq. ft. and be equipped with heated, electricity, phone lines, and WIFI.

Please send me your comments, suggestions and concerns. I'll be happy to meet with you at your convenience. I am based in Concord, so I can meet with you at almost any time. Or you can call me at 980 622 6440 or e-mail benshoff@broughlawfirm.com.

I look forward to hearing from you.

Sincerely

Albert M. Benshoff

From: Angntj Jenkins
To: Al Benshoff
Subject: Fwd: Security Plan
Date: Tuesday, July 13, 2021 10:55:12 PM

---------- Forwarded message ---------
From: **Moose, Chad** <Chad.Moose@rowancountync.gov>
Date: Tue, Jul 13, 2021, 4:03 PM
Subject: Security Plan
To: 1976angntj@gmail.com <1976angntj@gmail.com>
Cc: Auten, Kevin <Kevin.Auten@rowancountync.gov>

Hey TJ,

I wanted to let you know the Sheriff Auten and I have reviewed your plans and renovations to your facility. The plans appears to be solid and you have done a lot to improve the safety of your business. Thanks for sharing the plans with us and for all the work you've done. Let me know if you require any assistance from me.

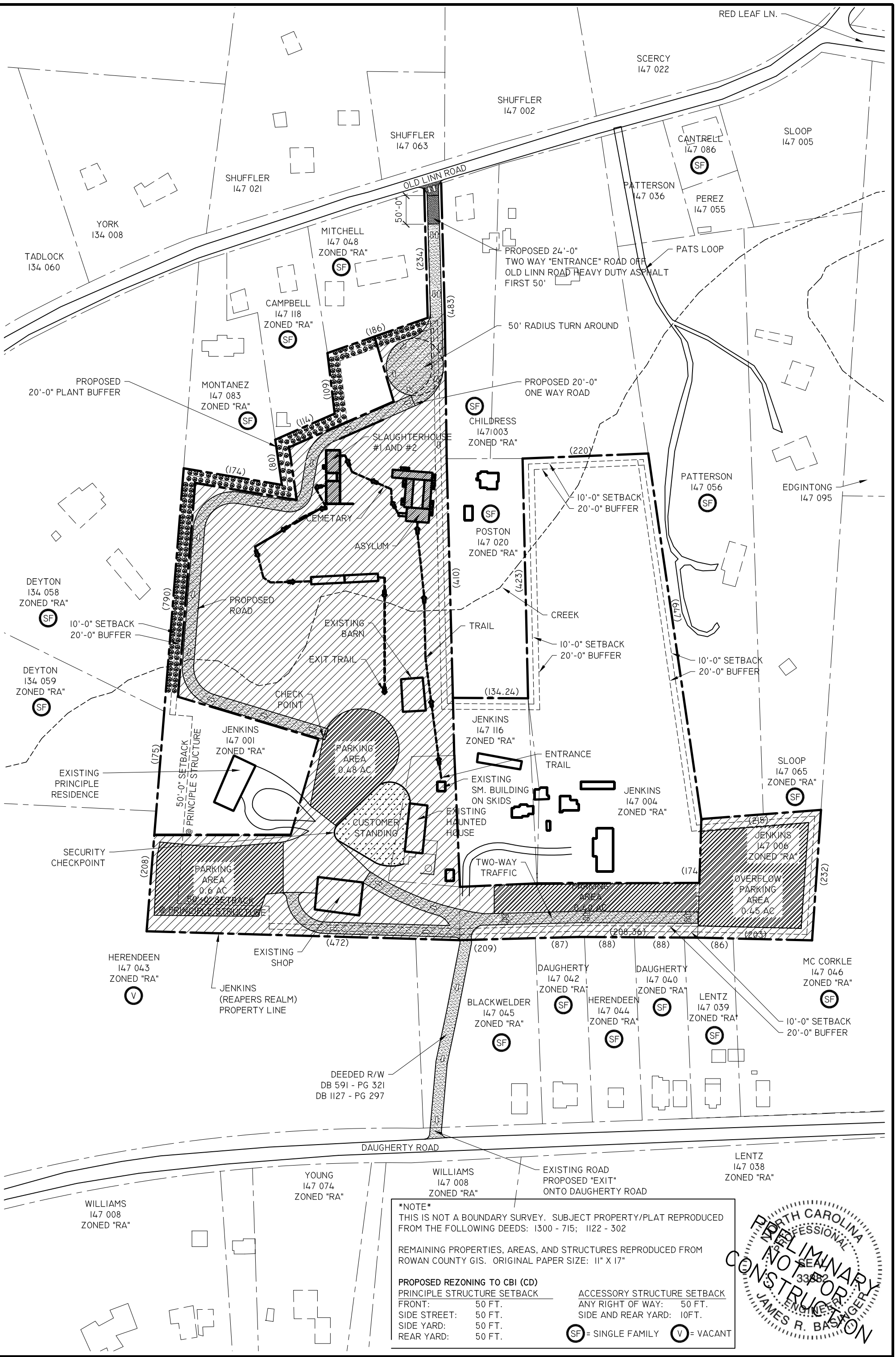
Major C. Moose

Rowan County Sheriff's Office

(704) 216-8687

Criminal Division Commander

Special Response Team



NOTE
THIS IS NOT A BOUNDARY SURVEY. SUBJECT PROPERTY/PLAT REPRODUCED FROM THE FOLLOWING DEEDS: 1300 - 715; 1122 - 302

REMAINING PROPERTIES, AREAS, AND STRUCTURES REPRODUCED FROM ROWAN COUNTY GIS. ORIGINAL PAPER SIZE: 11" X 17"

PROPOSED REZONING TO CBI (CD)

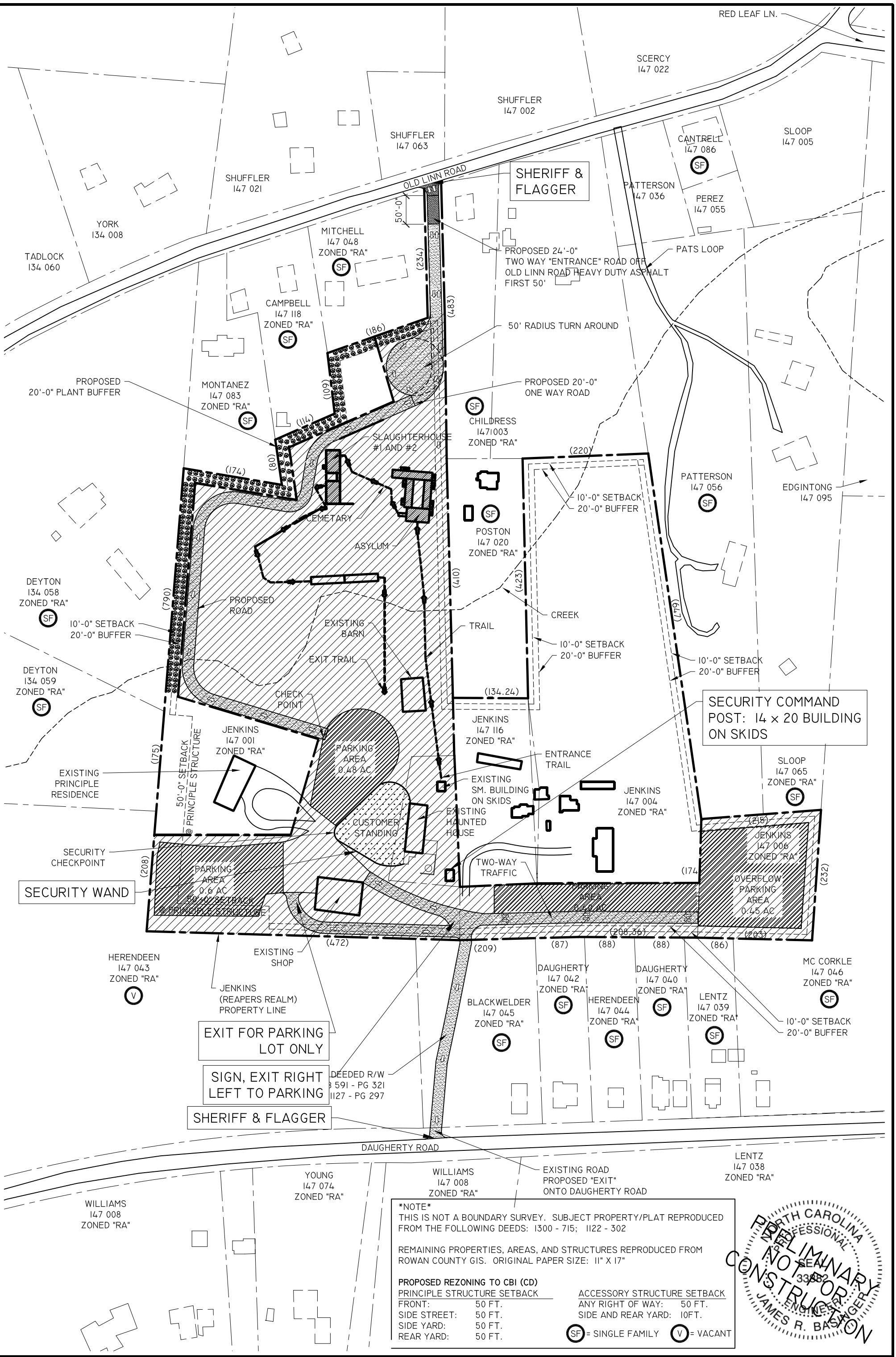
PRINCIPLE STRUCTURE SETBACK		ACCESSORY STRUCTURE SETBACK	
FRONT:	50 FT.	ANY RIGHT OF WAY:	50 FT.
SIDE STREET:	50 FT.	SIDE AND REAR YARD:	10FT.
SIDE YARD:	50 FT.		
REAR YARD:	50 FT.		

SF = SINGLE FAMILY V = VACANT

NORTH CAROLINA PROFESSIONAL SEAL 33882 ENGINEER JAMES R. BASINGER
PRELIMINARY NOT FOR CONSTRUCTION

Basinger Design Co.
engineering | design | consulting
JAMES R. BASINGER, PE
CONSULTING ENGINEER
545 PLEASANT VILLAGE LANE
CHINA GROVE, N.C. 28023
704.973.9413 (fax)
704.796.1445 (mobile)

PROJECT NO.	TITLE/PROJECT INFO:	DRAWING NAME:	SHEET NO.
21003	REAPERS REALM	PROPOSED SITE PLAN	1
DATE: 12 JULY 2021	175 SHUFFLER RD.	SCALE: 1" = 150'-0"	
DRAWN BY: JRB	CHINA GROVE, NC 28023		



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SIDE STREET:	50 FT.
SIDE YARD:	50 FT.
REAR YARD:	50 FT.

ACCESSORY STRUCTURE SETBACK	
ANY RIGHT OF WAY:	50 FT.
SIDE AND REAR YARD:	10FT.

SF = SINGLE FAMILY V = VACANT

NORTH CAROLINA
PROFESSIONAL
SEAL
33882
ENGINEER
JAMES R. BASINGER
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NOT FOR
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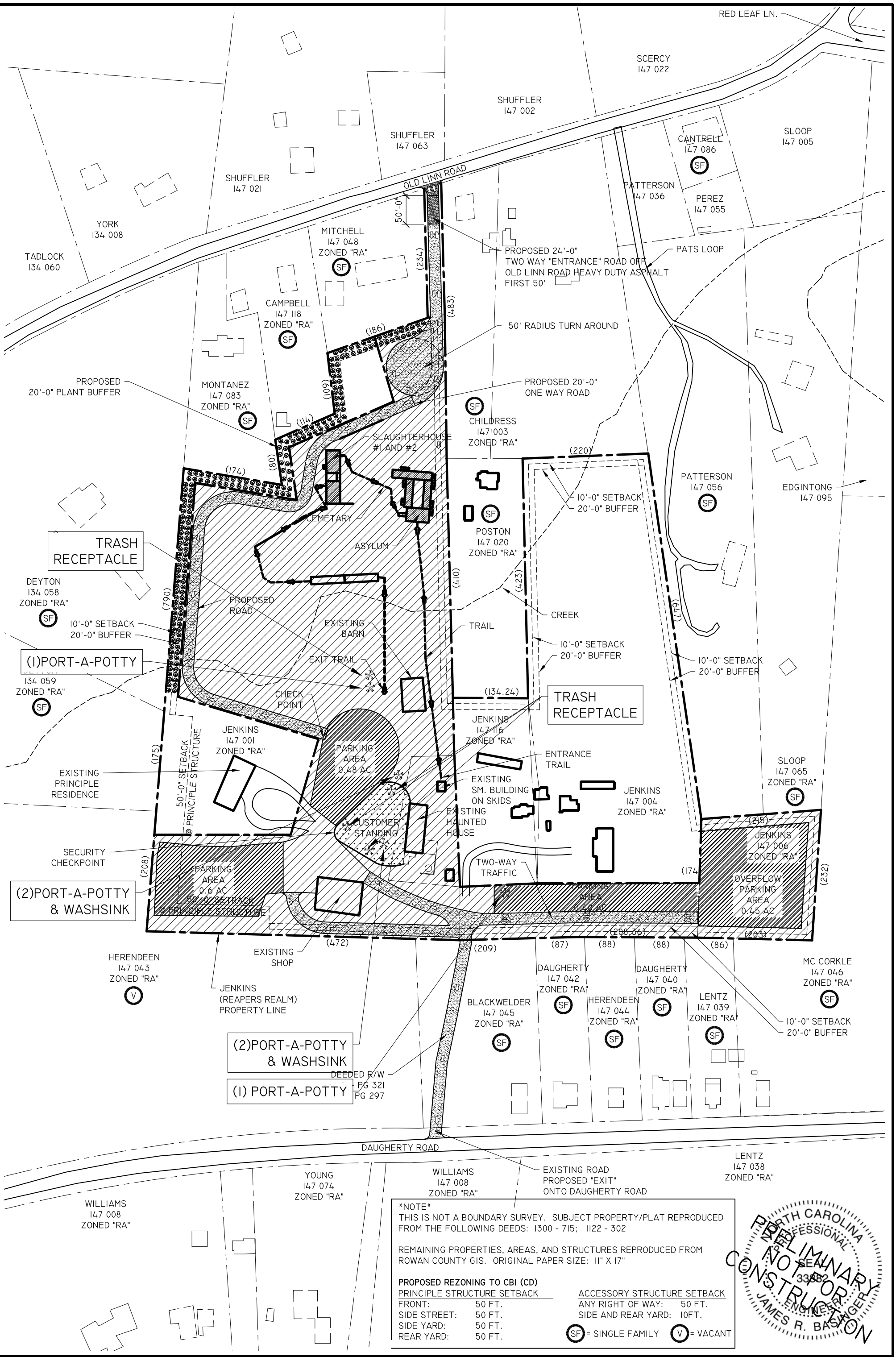
CHINA GROVE, N.C. 28023
704.973.9413 (fax)
704.796.1445 (mobile)

PROJECT NO.	DATE	DRAWN BY:
21003	12 JULY 2021	JRB

TITLE/PROJECT INFO:
REAPERS REALM
175 SHUFFLER RD.
CHINA GROVE, NC 28023

DRAWING NAME:
PROPOSED SECURITY & TRAFFIC CONTROL
SCALE: 1" = 150'-0"

SHEET NO.
2



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SIDE YARD:	50 FT.
REAR YARD:	50 FT.

ACCESSORY STRUCTURE SETBACK	
ANY RIGHT OF WAY:	50 FT.
SIDE AND REAR YARD:	10FT.

SF = SINGLE FAMILY V = VACANT

NORTH CAROLINA PROFESSIONAL SEAL 33882 ENGINEER JAMES R. BASINGER
PRELIMINARY NOT FOR CONSTRUCTION

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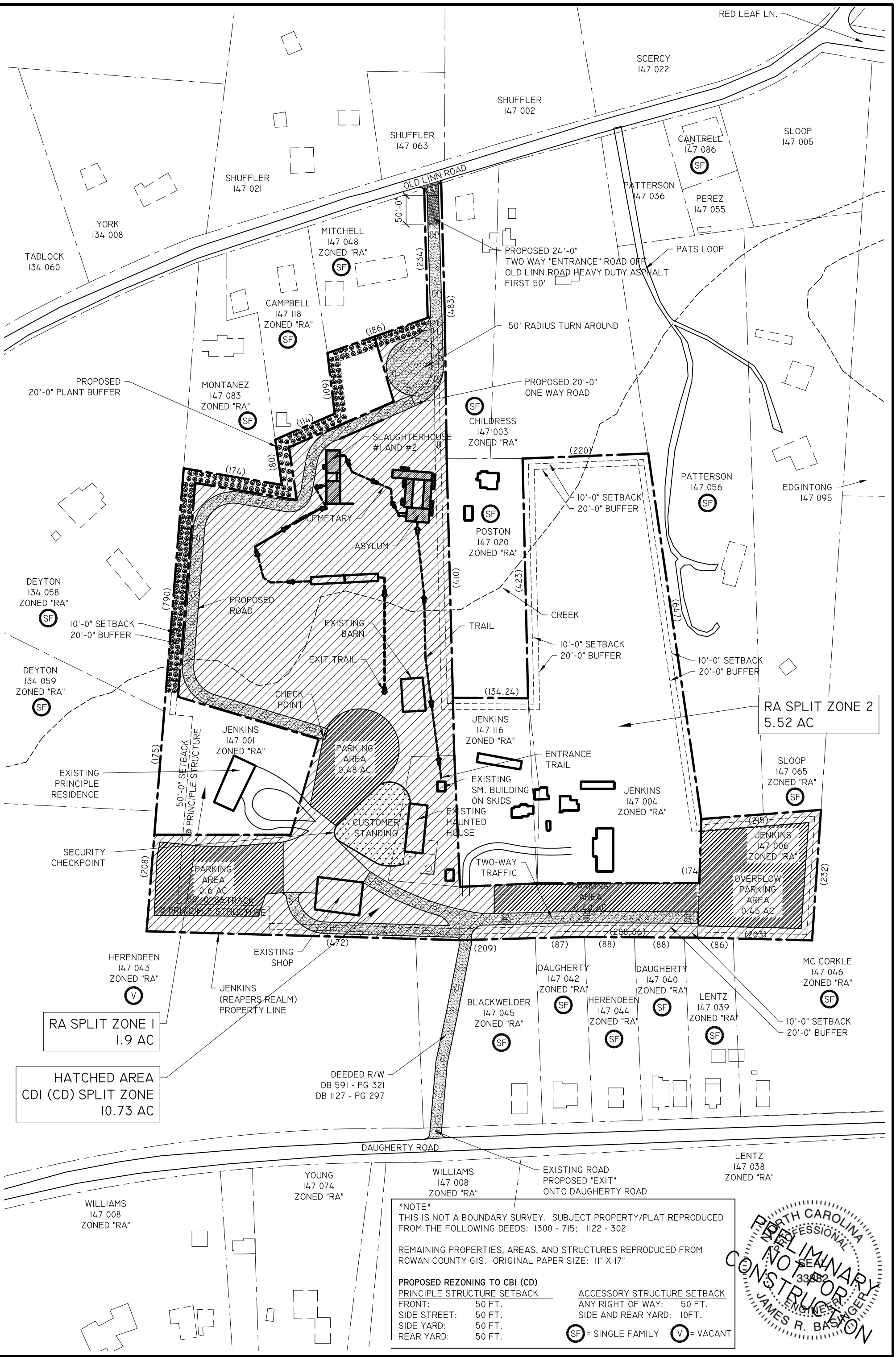
CHINA GROVE, N.C. 28023
704.973.9413 (fax)
704.796.1445 (mobile)

PROJECT NO.	DATE	DRAWN BY:
21003	12 JULY 2021	JRB

TITLE/PROJECT INFO:
REAPERS REALM
175 SHUFFLER RD.
CHINA GROVE, NC 28023

DRAWING NAME:
PROPOSED ONSITE FACILITIES
SCALE: 1" = 150'-0"

SHEET NO. 3



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SIDE STREET:	50 FT.
SIDE YARD:	50 FT.
REAR YARD:	50 FT.

ACCESSORY STRUCTURE SETBACK	
ANY RIGHT OF WAY:	50 FT.
SIDE AND REAR YARD:	10FT.

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704.973.9413 (fax)
704.796.1445 (mobile)

PROJECT NO.	DATE	DRAWN BY:
21003	12 JULY 2021	JRB

TITLE/PROJECT INFO:
REAPERS REALM
175 SHUFFLER RD.
CHINA GROVE, NC 28023

DRAWING NAME:
PROPOSED SITE PLAN WITH SPLIT ZONE
SCALE: 1" = 150'-0"

SHEET NO.
4

STATE OF NORTH CAROLINA
ROWAN COUNTY

CASE NO. Z-05-21

APPLICATION FOR REZONING BY REAPER'S REALM HAUNTED HOUSE, LLC

AFFIDAVIT of ALBERT BENSHOFF

Albert Benshoff, appearing before the undersigned notary and being duly sworn (or affirmed), says that:

1. I am not a party in this matter.

2. I am counsel to Reapers Realm Haunted House, LLC in this matter.

3. On July 19, 2021, I placed the attached "FACT SHEET-REAPERS REALM REZONING" in the U.S. Mail at the Post Office on MacEachern Street, Concord, NC with first class postage prepaid and addressed to the neighbors listed on the attached Appendix C. The Fact Sheet and Appendix C are incorporated herein by reference.

4. Further your affiant saith not.

Albert Benshoff, Affiant

NORTH CAROLINA
Cabarrus COUNTY

Sworn to (or affirmed) and subscribed before me this 21st day of July 2021.

Marie E. Maurer
Notary Public

(Official Seal)

MARIE E. MAURER NOTARY PUBLIC CABARRUS COUNTY, NC

My commission expires: 10-2-2022

EXHIBIT C LIST OF CONTIGUOUS NEIGHBORS

Name	County Property Number & PIN
Patterson, Gary M. and wife, Deborah C. Patterson 1165 Pats Loop, China Grove, NC 28023-5769	147 036 (5835-01-47-7632), 147 056 (5835-01-47-8008)
Sloop, Teresa P. and husband, Timothy Sloop 1077 Pats Loop, China Grove, NC 28023	147 065 (5835-01-57-0004)
McCorkle, Lois Daugherty 809 N Enochville Ave, China Grove, NC 28023	147 046 (5835-02-56-2574)
Lentz, Barbara Rainwater 2570 Lentz Rd. China Grove, NC 28023	147 039 (5835-01-46-8144)
Daugherty, Robert J. 7287 Meeting Street, Charlotte, NC 28210	147 040 (5835-01-46-7154) 147 042 (5635-01-46-5183)
Herendeen, Mary R. 571 Paradise Rd., Salinas, CA 93907	147 044 (5635-01-46-6164)
Blackwelder, Jermey Michael 1463 Banks Rd., Fort Mill, SC 29715-8431	147 045 (5635-01-46-4133)
Deyton, Roy Anthony and wife, Ann Johnston Deyton 450 Old Linn Rd., China Grove, NC 28203	134 058 (5635-01-37-6038), 134 059 (5635-01-36-4781)
Montanez, Kathya Divina 500 Old Linn Rd., China Grove, NC 28023	147 083 (5635-01-47-0204)
Campbell, Justin Ryan and Goldin Carly 550 Old Linn Rd., China Grove, NC 28023	147 118 (5635-01-47-0385)
Mitchell, Edward Wayne 610 Old Lynn Rd., China Grove, NC 28023-5614	147 048 (5635-01-47-2436)
Childress, Kenneth and wife, Patricia Ann Childress 630 Old Linn Rd., China Grove, NC 28023	147 003 (5635-01-47-5450)
Poston, Billy Roy and wife, Dollie M. 616 E. Mills Drive, Landis 28088	147 020 (5635-01-46-4943)

NEIGHBORS ACROSS OLD LINN and DAUGHERTY ROADS from the ENTRANCES

Name	County Property Number
Shuffler, Eddie Lee and wife, Donna L. Shuffler 1254 Bennington Dr. NW, Concord, NC 28027	147 021 (5635-01-48-3266), 147 063 (5635-01-47-3714), 147 002 (5635-01-47-4896)
Williams Noel A. and spouse, Joan E. Williams 1505 Daugherty Road, China Grove, NC 28023	147 008 (5635-01-35-6387)
Young, Thomas Stanford and wife, Cynthia C. Young 1515 Daugherty Rd., China Grove, NC 28023	147 074 (5635-01-45-1721)
Lentz, Barbara Rainwater 2570 Lentz Rd., China Grove, 28023	147 038 (5635-01-45-7430)

Daugherty, Randy Neal and wife, Tamara Freeze Daugherty 1715 Daugherty Rd., China Grove, NC 28023	147 081 (5635-02-55-3331) 147 121 (5635-02-55-5379)
Daugherty, Greer Haywood and Carolyn Buckwell Daugherty 2920 Daugherty Rd., China Grove, NC 28023	147 101 (5635-04-54-5794)
Honeycutt, Ginger O. 1825 Daugherty Rd., China Grove, NC 28023	147 120 (5635-02-55-6812)

FACT SHEET – REAPER'S REALM REZONING

Reaper's Realm / T. J. Jenkins submitted an application to Rowan County Planning to rezoned only a portion of its 18 acres at 175 Shuffler Woods Road (new address 614 Old Linn Road) from Residential Agricultural to Commercial, Business, Industrial (CBI) WITH CONDITIONS. See the map on the back. The hatched portion is the property to be rezoned. This is a summary of the complete application which is available from the Rowan County Planning Department and is posted at www.reapersrealmnc.com on the project page

The CONDITIONS will become a part of the zoning and will run with the land forever. The CONDITIONS ARE:

1) The ONLY uses that will be made of the CBI zoned property are: LAWN & GARDEN SERVICE, ORNAMENTAL TREE & SHRUB SERVICES, AGRICULTUREAL PRODUCTION-LIVESTOCK. AMUSEMENT & RECREATION SERVICES [Reaper's Realm Haunted House & Trail]. All other CBI uses are prohibited. The maximum number of haunted house buildings are shown on the map on the reverse.

2) Reaper's Realm Haunted House & Trail will be open no more than 30 days per calendar year. The 30 days are divided into four seasons shown on Table 1.

TABLE 1:

NAME of SEASON	*NUMBER of DAYS*	*LAST DAY of SEASON*
St. Valentine's Day	4	Sunday of the weekend closest to the holiday, except when holiday falls on a Weds, then it will be Sunday of the following weekend. If approved, the last day of the next season would be Feb. 13, 2022
St. Patrick's Day	2	Same as Valentine's Day. For example St. Patrick's Day was Weds. March 17, 2021– equidistant between 2 weekends. The following Sunday was March 21. If approved, the last day of the next season will be March 20, 2022.
Halloween	20	October 31
Christmas	4	Before December 24

There will be no Christmas season in 2021.

3) The HOURS of OPERATION of Reaper's Realm Haunted House & Trail
   - Sundays through Thursdays from 6:30 PM to 10:00 PM. No admission tickets will be sold after 9:00 PM.
   - Fridays and Saturdays from 6:30 PM to 12:30 AM. No admission tickets will be sold after 11:00 PM.

   It takes the average customer about one hour to complete the RRHHT.

4) The maximum number of patrons permitted per day is 1,200. Children under the age of 16 are not permitted unless accompanied by a responsible adult older than 18. IDs will be checked. Children may NOT be dropped off. Pedestrians will be denied entry.

5) NOISE: The noise level at the property line will not exceed 70 decibels on the A scale of an ANSI-certified sound level meter. Seventy decibels is the sound of an office, or the noise inside a car traveling 60 MPH. A 20 foot wide buffer will be planted as shown on the reverse on the northwest property line. Existing tress and shrubs will not be disturbed, except by construction.

6) ACCESS & CIRCULATION & PARKING: A new gravel road will be built from Old Linn Road to Reaper's Realm Haunted House & Trail. See t map on the back. Traffic will be one-way, entering from Old Linn Road and exiting on Daugherty Road, except where shown as 2-way on the site plan. A turn-around area is shown on revised Site Plan 1. The entrance road from Old Linn Road to the turn-around is two-way. When capacity is reached vehicles will be turned around by a flagger at old Linn Road. Staff will close the road at the southern end of the turn-around area when capacity is reached. The main entrance will be posted that RRHHT is closed. When the turn-around area is cleared of vehicles the main entrance w be closed to entering vehicles with a gate or temporary barrier. Then the entrance and exit will be posted, and NO PARKING TOWING ENFORCED signs will be placed on Old Linn and Daugherty Roads and placed in private yards on request. Shuffler Woods Road will be two-way for emergency vehicles only.

OTHER REQUIREMENTS:

1) SECURITY: Reaper's Realm Haunted House & Trail will hire five off-duty law enforcement officers (typically Rowan County Sherriff's deputies) and 5 private bonded security guards for the Halloween Season and 3 deputies and 3 private security guards for the other seasons. (At the last Valentine's Day season attendance was about 300 persons/night.) One deputy and one security guard will be stationed at the entrance, the exit and a the entrance to the "CUSTOMER STANDING" area shown on the reverse. Patrons will be "wanded" before entering the Customer Standing area. Additional deputies and guards will be stationed in the CUSTOMER STANDING AREA. A command post will be set up by the EXISTING HAUNTED HOUSE (see reverse). Rowan County Rescue Squad will be under contract to provide one ambulance and crew to be stationed on site when RRHHT is open to the public. The Rescue Squad is stationed outside the command post.

2) Reaper's Realm Haunted House & Trail has or will have all necessary approvals including N.C. Dept. of Transportation, Rowan County Environmental Health, N.C. Building Code, in addition to a Zoning Permit. See the full application on the project web page at www.reapersrealmnc.com for details on the emergency evacuation, sanitation, fire prevention and security plans.

COMMENTS? QUESTIONS? CONCERNS?

Reaper's Realm Haunted House & Trail wants your comments and questions. You may leave comments at the project page at www.reapersrealmnc.com OR by calling 704 739 4153 OR by e-mailing Reaper's Realm's agent Al Benshoff at benshoff@broughlawfirm.com

COMMENTS MAY BE ANONYMOUS. A SUMMARY OF THE COMMENTS WILL BE SUBMITTED TO THE ROWAN COUNTY PLANNING BOARD ON OR BEFORE JULY 26, 2021.

ROWAN COUNTY PLANNING BOARD PUBLIC HEARING

Will be held on July 26, 2021, at 7:00 PM in the J. Newton Cohen Sr. Meeting Room on the second floor of the J. Newton Cohen Rowan County Administration Building at 130 W. Innes Street, Salisbury.

RED LEAF LN.

SCERCY
147 022

SHUFFLER
147 002

SHUFFLER
147 063

SHUFFLER
147 021

OLD LINN ROAD

CANTRELL
147 086
SF

SLOOP
147 005

PATTERSON
147 036

PEREZ
147 055

YORK
134 008

TADLOCK
134 060

MITCHELL
147 048
ZONED "RA"
SF

50'-0"

PROPOSED 24'-0"
TWO WAY "ENTRANCE" ROAD OFF
OLD LINN ROAD HEAVY DUTY ASPHALT
FIRST 50'

FATS LOOP

(234)

(483)

CAMPBELL
147 118
ZONED "RA"
SF

(186)

50' RADIUS TURN AROUND

PROPOSED
20'-0" PLANT BUFFER

MONTANEZ
147 083
ZONED "RA"
SF

(109)

PROPOSED 20'-0"
ONE WAY ROAD

(114)

SF
CHILDRESS
1471003
ZONED "RA"

SLAUGHTERHOUSE
#1 AND #2

(80)

(174)

(220)

PATTERSON
147 056
SF

EDGINTONG
147 095

10'-0" SETBACK
20'-0" BUFFER

CEMETARY

SF
POSTON
147 020
ZONED "RA"

ASYLUM

(410)

(423)

DEYTON
134 058
ZONED "RA"
SF

(790)

PROPOSED
ROAD

10'-0" SETBACK
20'-0" BUFFER

EXISTING
BARN

TRAIL

CREEK

10'-0" SETBACK
20'-0" BUFFER

(479)

10'-0" SETBACK
20'-0" BUFFER

EXIT TRAIL

DEYTON
134 059
ZONED "RA"
SF

(134.24)

CHECK
POINT

JENKINS
147 116
ZONED "RA"

JENKINS
147 001
ZONED "RA"

50'-0" SETBACK
@ PRINCIPLE STRUCTURE

PARKING
AREA
0.48 AC

(175)

ENTRANCE
TRAIL

EXISTING
PRINCIPLE
RESIDENCE

EXISTING
SM. BUILDING
ON SKIDS

JENKINS
147 004
ZONED "RA"

SLOOP
147 065
ZONED "RA"
SF

EXISTING
HAUNTED
HOUSE

CUSTOMER
STANDING

(215)

JENKINS
147 006
ZONED "RA"

SECURITY
CHECKPOINT

(208)

PARKING
AREA
0.6 AC

50'-0" SETBACK
@ PRINCIPLE STRUCTURE

TWO-WAY
TRAFFIC

(174)

PARKING
AREA
0.40 AC

OVERFLOW
PARKING
AREA
0.45 AC

(232)

(208.36)

(203)

(472)

(209)

(87)

(88)

(88)

(86)

EXISTING
SHOP

HERENDEEN
147 043
ZONED "RA"
V

JENKINS
(REAPERS REALM)
PROPERTY LINE

DAUGHERTY
147 042
ZONED "RA"
SF

DAUGHERTY
147 040
ZONED "RA"
SF

MC CORKLE
147 046
ZONED "RA"
SF

BLACKWELDER
147 045
ZONED "RA"
SF

HERENDEEN
147 044
ZONED "RA"
SF

LENTZ
147 039
ZONED "RA"
SF

10'-0" SETBACK
20'-0" BUFFER

DEEDED R/W
DB 591 - PG 321
DB 1127 - PG 297

DAUGHERTY ROAD

LENTZ
147 038
ZONED "RA"

EXISTING ROAD
PROPOSED "EXIT"
ONTO DAUGHERTY ROAD

YOUNG
147 074
ZONED "RA"

WILLIAMS
147 008
ZONED "RA"

WILLIAMS
147 008
ZONED "RA"

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engineering | design | consulting

PROJECT NO.
21003

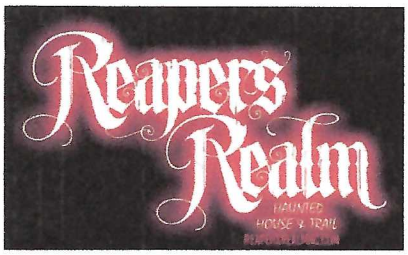
DATE
12 JULY 2021

DRAWN BY:
JRB

TITLE/PROJECT INFO:
REAPERS REALM
175 SHUFFLER RD.
CHINA GROVE, NC 28023

DRAWING NAME:
PROPOSED S TE PLAN
SCALE: 1" = 150'-0"

SHEET NO.
1



704-239-4153

TJ JENKINS

CONVERSATIONS WITH NEIGHBORS

JUNE 19 – I spoke with Mr. Montanez about any issues or concerns he had about RRHH. And he stated he had never had any problems or issues with noise.

Spoke with Mr. Patterson also and he's had no concerns or issues with RRHH. Only thing he's ever had was people looking for it and he directed them. I told him our google map flag was in wrong place and we didn't know till OCT. 2020. Since then we've moved the flag on google maps. He said he didn't have any other issues with maps since then.

Spoke with Wayne Mitchell and he lives the closest to our trail and says he's never heard noise from RRHH. He also stated he didn't understand the need for a sound barrier since he's never had a sound issue. I told him if he ever has a issue to contact me.

JULY 6 – Spoke with Tony Deyton he stated he didn't like the new plan to put traffic on Old Linn Rd. he also stated the noise was too loud. I ask why he never stated or voiced any concerns in the 8 years no noise complaints nothing and we speak from time to time during the years. He also stated that on July 4th around lunch he almost called law because he heard music and kids screaming. I informed him that we were doing a sound test for the Faith 4th parade on our float we entered and we only had it on for a few minutes because we had a crackle in our system we were trying to fix. The kids and neighborhood kids were in pool so I'm assuming that's what he heard. I offered a handout he refused.

I spoke with Wayne and grandson Justin Campbell again. They voiced concerns about how traffic would be handled. I explained that I would have a sheriff and flagger stationed on Old Linn rd. entrance and with road being so long there would never be cars backed up on Old Linn rd. and sheriff would be there to make sure cars don't park on sides of road. They also voiced concerns of us being zoned commercial would hurt there property values and taxes would be higher. I explained we aren't going to be zoned commercial that it was a restricted district that would only allow us to be open certain days a year. They both were glad I explained. They both agreed they would rather have vegetation barrier if had to be on

instead of fencing. Mr. Mitchell ask if I would plant some Leyland cypress trees along new rd. near his property for visual block. I agreed.

I spoke with Carl Tadlock by phone he said he has never had any issues with RRHH. That traffic is no different than when state closed bridge for a year and detoured down Old Linn including semis. He stated he's never heard any noise from RRHH.

---------- Forwarded message ---------
From: **Carly Goldin** <carly.goldin@gmail.com>
Date: Wed, Jul 14, 2021, 5:07 PM
Subject: RE: Reapers Realm
To: <1976angntj@gmail.com>
Cc: Justin Campbell <j.campbell5423@gmail.com>

Good Afternoon,

My family lives at 550 Old Linn Rd - directly adjoining the Reapers Realm property. I'm writing today to state our family's position with the upcoming year of Reapers Realm.

We have yet to have a direct problem with the Reapers Realm property, owners or employees. After speaking with Mr. Jenkins - **we do not see any valid reason that the family cannot operate their trail this season**, with proper measures in place. Mr. Jenkins came directly to my house and spoke to myself & my significant other and heard out all of our concerns, and made sure to address each one that we had. With that; from my understanding, Mr. Jenkins has also went to surrounding neighbors, which is very respectful to hear out each and everyone's concerns. He has a very detailed packet put together, and their family has put a lot of time and effort into living out their dream of having a Haunted Trail.

There have been multiple changes made with the trail within the last year, and I think that with everything put in place now, it should be a fun and enjoyable event for everyone.

We did have a concern with the traffic directly in front of our home - and TJ has addressed those concerns. Because of the officers/flaggers in place, we do not see an issue. However - if we were to have any issues when the trail opens, I do firmly believe that Mr. Jenkins would have those issues addressed immediately as there is a clear communication between his family and mine at this point.

Please let me know if I can be of further assistance in this matter.

Thank you,

Justin & Carly Campbell
550 Old Linn Rd
China Grove NC 28023
(704) 273-9478

From: Angntj Jenkins
To: Al Benshoff
Subject: Fwd: Comments on Reapers Realm Haunted House and Trail
Date: Thursday, July 8, 2021 5:50:43 PM

---------- Forwarded message ---------
From: **Wayne Mitchell** <restoreman3@gmail.com>
Date: Thu, Jul 8, 2021, 3:05 PM
Subject: Fwd: Comments on Reapers Realm Haunted House and Trail
To: <1976angntj@gmail.com>

---------- Forwarded message ---------
From: **Wayne Mitchell** <restoreman3@gmail.com>
Date: Thu, Jul 8, 2021, 2:42 PM
Subject: Comments on Reapers Realm Haunted House and Trail
To: <benshoff@broughlawfirm.com>

Hello Sir,
My name is Wayne Mitchell, I live at 610 Old Linn Road directly in back of the Reapers Real Trail.

I sold this property to Mr. Jenkins some years ago and ever since they started this Haunted Trail I've had not problems what so ever with noise or traffic issues.

I think it has been run very well and people must really like it for Mr. Jenkins told me he's had people form surrounding areas come to go through the Trail.

About the issue of the traffic which will now be right in my front yard and the entrance right beside my house should be handled in a timely manner. Mr. Jenkins took me and showed me the route that the cars will be taking should not cause a real issue if the one's entering will obey the officer's as they direct the traffic.

As for the "metal fence" to surround our property I for one don't deem it nessary, were by just some bushes would be sufficient to block all the traffic during the entering of the property.

Again I have to quams about the noise whatsoever and it hasn't bothered me at all the years I've lived directly behind the Reapers Realm Haunted House & Trail.
So with this being I see no reason they can't continue proceeding in keeping the Haunted House and Trail open.

Thank you,
Wayne Mitchell
610 Old Linn Road
China Grove, NC 28023

Muire, Ed D.

From: james powell <jblackwelder@atmc.net>
Sent: Wednesday, July 21, 2021 6:41 PM
To: Muire, Ed D.
Subject: Zoning Hearing 7/26/2021(Z 05-21)

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.

To: Rowan County Planning Board

For: Z 05-21 Rezoning request

I am the owner of 1620 Daugherty Road(Parcel # 147045). My property abuts the subject property(175 Shuffler Road). My property has a 30 foot Ingress/Egress Easement recorded in Book 591, Page 321 that gave the right, at that time, for Danny L. Shuffler to access his property. This is a residential easement that grants ingress/egress to a residential dwelling. This was the intent. The ability to operate a business with heavy traffic in and out, throughout all hours of the night, is absurd. I would not have an issue with this if all of the traffic wasn't going through my property. My property has been devalued since the onset of Reapers Realm. I will be unable to attend the meeting on Monday, July 26, 2021 at 7:00 pm. I hope my letter can represent my input into this matter.

Sincerely,

Jeremy Blackwelder
Owner of 1620 Daugherty Road
704-791-1282

Muire, Ed D.

From: Muire, Ed D.
Sent: Monday, July 26, 2021 6:00 PM
To: 'Donna Shuffler'
Subject: RE: Reaper's Realm Rezoning

Ms. Shuffler-
I will provide a copy of your email to the Planning Board at tonight's meeting.

Ed

Ed Muire | AICP, CFM
Planning Director | Rowan County Planning & Development 402. N. Main Street | Suite 204 | Salisbury, NC 28144
[P] 704.216.8588 [F] 704.216.7986
www.rowancountync.gov

-----Original Message-----
From: Donna Shuffler <shufflered@gmail.com>
Sent: Monday, July 26, 2021 5:56 PM
To: Muire, Ed D. <Ed.Muire@rowancountync.gov>
Subject: Reaper's Realm Rezoning

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.

Dear Mr. Muire,

Please accept my apology if this message is being sent to you in error.

I am uncertain as to the correct contact person. Due to unexpected family

health issues, I will not be attending the meeting concerning Reaper's

Realm rezoning this evening.

We own three parcels of land totaling approximately 17 acres on Old

Linn Road directly across from the proposed entrance to Reaper's Realm.

My family vehemently opposes the rezoning for many reasons. The noise

from previous years was loud enough to be heard in the house with

windows closed and kept the occupants awake. The noise went on much

later than the current plans mention. Another major consideration is the increase in traffic that will occur. Residents will be unable to continue evening walks and children will not be able to play in their yards for at least thirty evenings during the year. In previous years, the traffic on Daugherty Road has been horrendous when Reaper's Realm was operating. As time is short, I will not go into the many other issues that are concerning to me.

In closing , I would like to note that this is a residential neighborhood and this business is not conducive to a safe and pleasant residential area. Please do not approve the zoning change. Thank you for your time and consideration.

Sincerely,

Donna Shuffler

Sent from my iPad

C 156 NAMES
100 ADDRESSES

Petition To: Rowan County > Reapers Realm Rezoning

Printed Name	Address	Signature
* Teresa Sloop	1077 Pats Loop China Grove 28023	Teresa Sloop
* Tim Sloop	1077 Pats Loop China Grove, N.C.	
Terry W. Sloop	1715 Pine Ridge Rd. China Grove NC 28023	
James Sloop	1715 Pine Ridge rd China Grove NC	
* Debbie Patterson	1165 PATS LOOP China Grove, NC 28023	Debbie Patterson
* Gary M. Patterson	1165 Pats Loop China Grove NC 28023	
* Madison Powers	1165 Pats Loop china Grove NC 28023	Madison Powers
* Bobby Aderhold	2209 billy st Kannapolis NC 28023	Bobby Aderhold
* Ann Deyton	450 Old Linn Rd China Grove NC	Ann J Deyton
* Jerry Deyton	450 OLD LINN RD CHINA GROVE NC	
* Kayley Deyton	390 Old Linn Rd China Grove NC	Kayley Deyton
* Taylor Deyton	"	
* Pat Childress	630 old Linn Rd China Grove, NC 28023	Pat Childress
* Ken childress	630 Old Linn Rd China Grove NC 28023	
* Donna Cook	630 Old Linn Rd China Grove, NC	Donna Cook
* Judy Byrd	630 Old Linn Rd China Grove 28023	Judy Byrd
Jerry F. Sloop Sr.	1075 Pats Loop China Grove, NC 28023	Jerry F. Sloop Sr.
Judy Sloop	1075 pats Lp China Grove	Judy Sloop
Kevin Sloop	1075 Pats Lp China Grove	Kevin Sloop

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* PROPERTIES THAT JOIN JENKINS PROPERTY

Petition To: ~~Rowan County~~ > Reapers Realm Rezoning

Printed Name	Address	Signature
Charlene Norton	1625 Pine ridge NC 28023	Charlene Norton
Kayla Smith	890 old Linn Road	Kayla Smith
Gabe Dulin	890 Old Linn Rd	Gabe Dulin
Ruth Adams	420 Red Leaf Lane	Ruth Adams
Vickie ALEXANDER	645 Red Leaf LANE	Vickie Alexander
Robert ALEXANDER	645 Red Leaf LANE	Robert Alexander
MASON BREWER	730 Red Leaf LANE	Mason Brewer
Hailey Hepburn	730 Red Leaf LANE	Hailey Hepburn
Carol Abbey	210 Green Acres	Carol Abbey
Tamara Odom	220 Green Acres	Tamara Odom
Bethany Richer	1055 Old Linn Rd	Bethany Richer
Jason R Richer	1055 old Linn Rd	Jason Richer
Shannon Smith	1005 old Linn Rd.	Shannon Smith

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Petition To: Rowan County > Reapers Realm Rezoning

Printed Name	Address	Signature
Tahree Drye	1077 Pats Loop - China Grove	Tahree Drye
Jason Robinson	8605 OLD LINN RD China Grove	Jason Robinson
Lawie Howerton	885 Old Linn Rd China Grove	Lawie Howerton
Glenn Howerton	885 Old Linn Rd China Grove	Glenn Howerton
Haley Howerton	885 Old Linn Rd China Grove	Haley Howerton
Gracie Howerton	885 Old Linn Rd China Grove	Gracie Howerton
Carolyn S Percy	China Grove, NC 28023 775 old Linn Rd	Carolyn S Percy
David Edgington	1015 Sellers Ct China Grove, NC	
Elizabeth Edgington	1015 Sellers Ct China Grove NC	Elizabeth Edgington
Jami Edgington	1015 Sellers Court China Grove NC	Jami Edgington
Dejane JORDAN	1015 Sellers Ct	Dejane Jordan
Brian Kelly	1045 Sellers Ct	Brian Kelly
Melissa Kelly	1045 Sellers Ct	Melissa Kelly
Tina Chastain	190 Redleaf Ln	Tina Chastain
Ree Chastain	190 Redleaf lane	Ree Chastain
Winford Patterson	1665 Pine Ridge Rd. China Grove 28023	Winford Patterson

Petition To: Rowan County > Reaper's Realm Rezoning

Printed Name	Address	Signature
Jace Sloop	1715 Pine Ridge	
Ritchie Menius	1745 Pine Ridge Rd	Ritchie Menius
Wendy Cavaham	1745 Pine Ridge Rd	Wendy Graham
Chad Hancock	1750 Pine Ridge Rd	Chad Hancock
Sonjia Stamey	1670 Pine Ridge Rd	Sonjia Stamey

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Petition To: Rowan County & Reapers Realm Rezoning

Printed Name	Address	Signature
Jimmy D. Redford	1560 Pine Ridge	
Karen Ingram	1588 Pine Ridge Rd	Karen Ingram
SCOTT J. MORGAN	1580 PINE RIDGE RD	
Phyllis Powell	1565 Pine Ridge Rd	
John Powell	1565 Pine Ridge Rd	John Powell
Jacob Davis	1445 Pine Ridge Rd	
Abigail Davis	1445 Pine Ridge Rd	A Davis
Linda Keen	1515 Pine Ridge Rd	Linda Keen
Larry Keen	1521 Pine Ridge Rd	Larry Keen
JENNA KLUTTZ	485 Red Leaf Ln	Jenna Klutz
CORY KLUTTZ	485 Red Leaf Ln	
Alan Moffitt	640 Redleaf Ln	
Desiree Moffitt	640 Redleaf Ln	
Rosalie Pollock	2120 Daugherty Rd	
Teri Shrewsberry	650 Red Leaf Lane	Teri Shrewsberry
Thomas Shrewsberry	650 Red Leaf Lane	Thomas Shrewsberry
John Hall	1560 Pine Ridge	
Katie Bunn	815 Old Linn	Katie Bunn
Jason Navey	815 Old Linn	Jason Navey

Petition To: Rowan County Reapers Realm Rezoning

Printed Name	Address	Signature
J. Allen Milem	1080 Sellers CT China Grove, NC	J Allen Milem
CHRIS PUGH	1085 SELLERS CT CHINA GROVE NC	Chris Pugh
Meredith Pugh	1085 Sellers Ct. China Grove, NC	
Chad Sides	1065 Sellers Ct. China Grove NC.	
Elizabeth Sides	1065 Sellers Ct. China Grove, NC	Elizabeth Sides
Jerrod E James	280 Red Leaf China Grove N.C. NC	Jerrod E James
Kenneth Harrington	350 Red Leaf Lane	Kenneth Harrington
	350 Redleaf In.	Amy Deweese
	350 Redleaf In	Tyler Waters
David Short	275 Forsaken Dr.	David Short
FRANK PAYNE	275 FORSAKEN DR	Frank Payne
	275 Forsaken Dr.	
Dylan Cardille	955 old Linn Rd	Dylan Cardille
Devon Farley	955 Old Linn Rd.	
Robert Bringer	925 Old Linn Rd	
Denise Hutchens	995 Old Linn Rd	Denise Hutchens
Bailey Hutchens	995 Old Linn Rd	Bailey Hutchens
Lynn R. Furr	1570 Pine Ridge Rd	Lynn R. Furr
Judy Hall	1560 Pine Ridge Rd	Judy Hall

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Petition To: Rowan County Keepers Realm Rezoning

Printed Name	Address	Signature
DAVID BUMGARNER	815 OLD LYNN RD	David Bumgarner
Karen Bumgarner	815 Old Lynn Rd	Karen Bumg
Adeline Gaines	815 Old Lynn Rd	Adeline Gaines
Wayne Bradshaw	880 Old Lynn Rd	Wayne Bradsh
Stephanie Bradshaw	880 Old Lynn Rd	Stephanie Bradshaw
Donnie Bradshaw	880 Old Lynn Rd	Donnie Brad
Teressa Wagner	880 old Lynn Rd	Teressa Wagner
Diane Jenkins	880 Old Lynn Rd Chinc	Diane Jenkins
Jesse Jenkins	880 Old Lynn Rd	Jesse Jenkins
Laura Brindle	880 Old Lynn Rd	Laura Brindle
Frankie Tucker	115 Timber Creek Ln	Frankie Tucker
William Tucker	115 Timber Creek Ln	William Tucker
Rickey Wagner	9085 Castor Rd	Rickey Wagner
Branden Stout	4885 Queens Rd	BStout
Pastor George Bradshaw	245 Dunn Ranch Rd	George Bradshaw
Libby Coggins	2025 Hwy Rd.	Libby Coggins

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Petition To: Rowan County Keepers Realm Rezoning

Printed Name	Address	Signature
J.P. Franks	1492 Bostian Rd	J.P. Franks
Carol & Rick Lipe	870 Old Beatty Ford Rd.	Carol Lipe
Jannie Lipe	840 " " "	Jannie Lipe
Jeff & Carolyn Okuda	1510 Bostian Rd	Carolyn Okuda
Amy McKnight	1520 Circle DR	Amy McKnight
Freddie McKnight	1520 Circle DR	Freddie McKnight
Paul Hughes	555 Red leaf LN	Paul Hughes
Tammie Brown	555 Redleaf LN	T. B
John Jordan	845 old Linn Rd	John Jordan
TERRY DAUGHTRY	825 OLD LINN ROAD	Terry Daughtry
LUCY LIVELY	825 OLD LINN ROAD	Lucy Lively

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Petition To:

Printed Name	Address	Signature
Martha Corriher	950 Daugherty Rd China Grove, NC	Martha Corriher
Sue Tadlock	930 Daugherty Rd China Grove	Sue Tadlock
George Corriher	950 Daugherty Rd China Grove NC	George Corriher
Rebecca Corriher Daugherty, Realtor	1120 Daugherty Rd	Rebecca Corriher Daugherty
Meredith Daugherty	1120 Daugherty Rd China Grove	Meredith Daugherty
Douglas Daugherty	1120 Daugherty Rd China Grove	Douglas Daugherty
David Daugherty	1120 Daugherty Rd China Grove	David Daugherty Jr
Matt Stanley	1045 Daugherty Rd. China Grove 28023	Matt Stanley
Shelley Stanley	1045 Daugherty Rd. China Grove, NC 28023	Shelley Stanley
Gary Barnes	1025 Daugherty Rd China Grove, NC	Gary Barnes
Cassidy Benfield	1049 Daugherty Rd China Grove, NC 28023	Cassidy Benfield
Matt Benfield	1049 Daugherty Rd China Grove, NC 28023	Matt Benfield
Amanda Charis	712 Daugherty Rd China Grove, NC 28023	Amanda Charis
C. Jeremy Charis	712 Daugherty Rd. China Grove NC 28023	C. Jeremy Charis
Lynn Harkey	1010 China Grove Rd China Grove, NC	Lynn Harkey
Jeff Harkey	1010 China Grove Rd China Grove, NC 28025	Jeff Harkey
Brandi Patrias	1030 China Grove Rd China Grove NC 28023	Brandi Patrias
Wanda I. Smith	1020 China Grove Rd China Grove, NC 28023	Wanda I. Smith

Petition To: Rowan County > Reapers Realm Rezoning

Printed Name	Address	Signature
Wayne Mitchell	610 Old Linn Rd	Wayne Mitchell
Faynell York	555 OLD LINN RD	Faye York
Susan Faggart	2670 Daugherty Rd	Susan Faggart
Alan Scercy	775 Old Linn Rd	Alan Scercy
Joel Williams	1505 Daugherty Rd	Joel A Williams
Justin Campbell	550 Old Linn Rd	Justin Campbell
Scott Carpenter	190 Forsaken Dr	Scott Carpenter
Daisy Rodgers	235 " "	DAISY RODGERS
David Simpson	250 Daugherty Rd	David A Simpson
Brian Overcash	2125 Daugherty Rd	Brian Overcash
Jessica E Helms	270 Green Acres Pl.	Jessica E Helms
Michael & Melinda Sisco	2070 Daugherty Rd CGK	Melinda Sisco
Phyllis K. Efird	1860 Daugherty Rd	Phyllis Efird
Daniel Helms	270 Green Acres PL	Daniel Helms
Lee Clark	175 Green Acres Pl	Lee Clark
Carol Kendrick	255 green acres P	Carol Kendrick
Randy Daugherty	1715 Daugherty Rd.	Randy Daugherty
Kathryn Divina Montano	500 old Linn Rd. chnagney	Kathryn D Montano
Thomas Young	1115 Daugherty Rd.	Thomas Young

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: Shane Stewart
DATE: August 5, 2021
SUBJECT: Consider SNIA 05-21: WOB LLC

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from WOB LLC to construct a 12,000 sq.ft. race shop at the 300 Block of Performance Rd. Mooresville further referenced as parcel ID 239-062 (Lot 49). The parcel contains a small area of existing gravel, which extends from the adjacent parcel ID 239-063 (Lot 48) also owned by WOB LLC currently used for parking. The site plan proposes improving the gravel area between the two lots to asphalt, which will connect the existing concreate area on the adjacent Lot 48 to the proposed concreate parking and bays for the new building (see enclosed site plan).

This request meets all standards for approval.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	8/5/2021	Exhibit
Site Plan	8/5/2021	Exhibit
Application	8/5/2021	Exhibit

Rowan County Department of Planning & Development
402 North Main Street – Suite 204 – Salisbury, NC 28144
Phone: (704) 216-8588 – Fax: (704) 216-7986
www.rowancountync.gov/planning

MEMORANDUM

TO: Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: August 4, 2021
RE: **SNIA 05-21; WOB, LLC.**

BOARD OF COMMISSIONERS ACTION

❒ Receive staff report ❒ Approve / Deny / Table **SNIA 05-21**

REQUEST

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from WOB LLC to construct a 12,000 sq.ft. race shop at the 300 Block of Performance Rd. Mooresville further referenced as parcel ID 239-062 (Lot 49). The parcel contains a small area of existing gravel, which extends from the adjacent parcel ID 239-063 (Lot 48) also owned by WOB LLC currently used for parking. The site plan proposes improving the gravel area between the two lots to asphalt, which will connect the existing concreate area on the adjacent Lot 48 to the proposed concreate parking and bays for the new building (see enclosed site plan).

Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% built upon area.

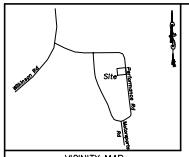
Applicant:	Sam King, PE	Property Owner:	WOB, LLC
Location:	300 Blk Performance Rd.	Tax Parcel:	239-062
Zoning:	IND	Purpose:	Race Shop
Watershed:	WS II BW (Coddle Creek)		

STAFF CALCULATIONS

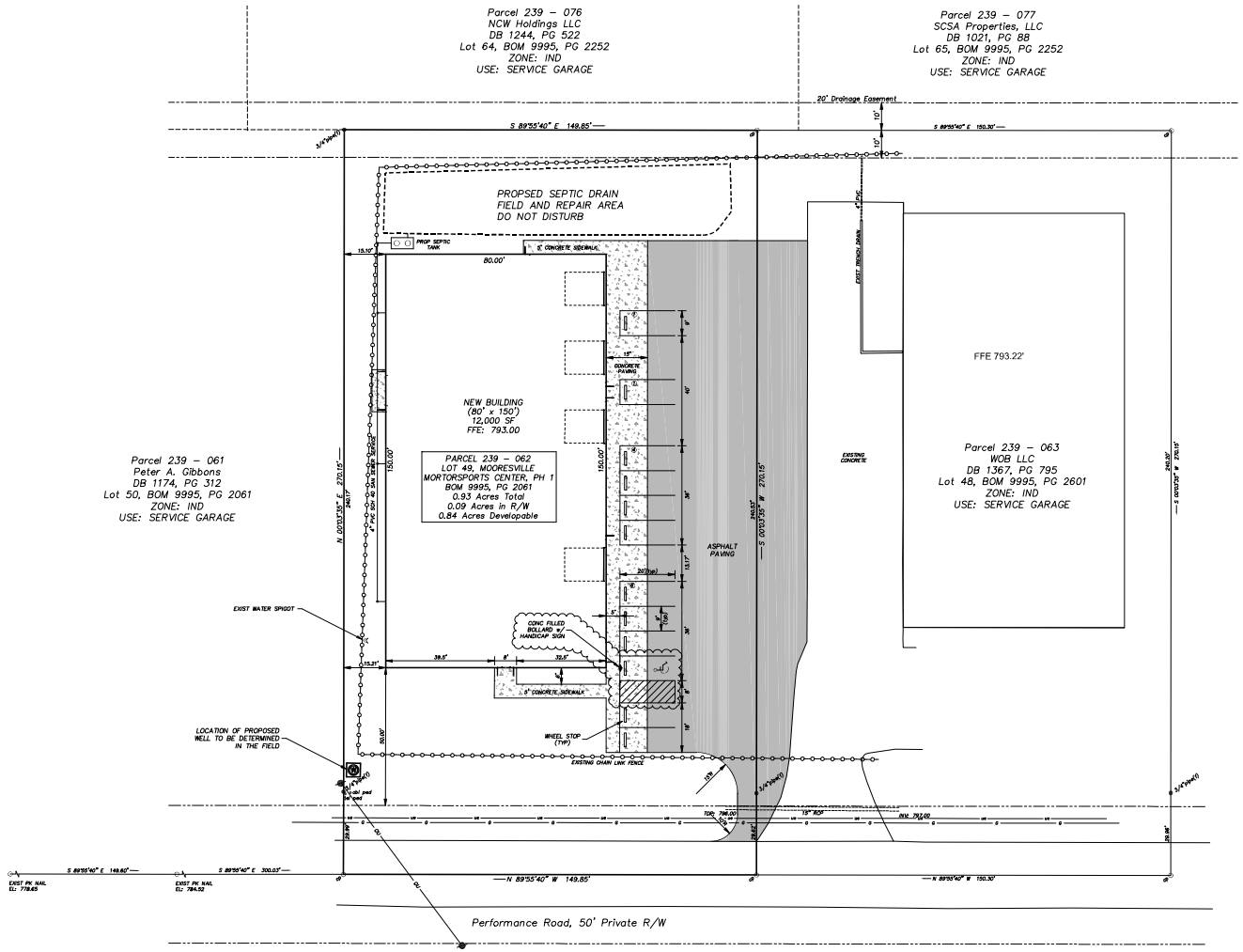
- Total lot area (less r/w): **.84 AC (per GIS)**

- Current total built upon area: **3,268 sq.ft.**
- Proposed structure size: **12,000 sq.ft.**
- Proposed other improvements: **10,921 sq.ft. (total for both lots)**
- Total coverage after development: **22,921 sq.ft. (63% per plan)**
- Allowable coverage by right: **4,390 sq.ft. (12%)**
- Coddle Creek Watershed Acreage Total: **11,885 AC (10% = 1,188 AC)**
- Acres approved for SNIA: **163 AC (.013% of 10%)**
- Percentage removed from 10% allocation total: **13.7% of 100%**

STAFF COMMENTS This request meets all standards for approval.



VICINITY MAP



GENERAL NOTES

1. DEVELOPER:
   WOB LLC
   1018 GATEWAY DRIVE, SUITE C
   MOORESVILLE, NC 28115

2. CIVIL SITE WORK CONTACT
   SAM KING, JR., PE PLS
   401 POTEAT DRIVE
   MORGANTON, NC 28655
   PHONE: (828) 403 – 5586
   email: samkingjr@gmail.com

2. PROPERTY ADDRESS: LOT 49 PERFORMANCE RD

3. SUBJECT PROPERTY PARCEL ID NUMBER: 239 – 062, ROWAN COUNTY

4. SUBJECT PROPERTY LIES WITHIN ZONE "X", 0.2% ANNUAL FLOOD HAZARD AREA PER FEMA PANEL NUMBER 37104686 00 K, JUNE 16, 2009.

5. DEVELOPMENT IMPERVIOUS SUMMARY
   TOTAL AREA = 36,734 SF, (0.84 AC)

BUILDING:	12,000 SF
ASPHALT PAVING:	7,658 SF
CONCRETE PAVING:	3,263 SF
TOTAL IMPERVIOUS:	22,921 SF

   % IMPERVIOUS = 22,921/36,734 x 100 = 62.40%

6. SUBJECT PROPERTY ZONED ROWAN COUNTY "IND".

7. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE AGENCY FOR THE EXACT FIELD LOCATIONS OF ALL WATER, SEWER, ELECTRIC, TELEPHONE, TELEVISION AND ANY OTHER UNDERGROUND AND OVERHEAD UTILITY BEFORE STARTING CONSTRUCTION. THE OMISSION FROM OR THE INCLUSION OF UTILITY LOCATIONS ON THE CONTRACT DRAWINGS IS NOT TO BE CONSIDERED AS THE NONEXISTENCE OF OR A DEFINITE LOCATION OF EXISTING UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE

8. SUBJECT PROPERTY LIES WITHIN WS-II CODDLE CREEK WATERSHED AREA.

9. WELL AND SEPTIC AREAS BY OTHERS. LOCATION OF WELL AND SEPTIC AND CONSTRUCTION AUTHORIZATION TO BE OBTAINED THROUGH THE ROWAN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT.

10. PARKING SUMMARY
    10 EMPLOYEES, ONE SHIFT, 8-5, M-F

STANDARD PARKING SPACES	11 EA
HANDI CAP SPACES	1 EA
TOTAL SPACES	12 EA

11. PROPOSED USE: "RACE SHOP"

LEGEND

○ planter(s)	DENOTES SET IRON AS DESCRIBED
● 3/4"rebar(f)	DENOTES EXISTING MONUMENTATION
○ cp	DENOTES COMPUTED POINT
	RIGHT OF WAY
N90°00'00"E	PROPERTY LINE
g	EXISTING GAS LINE
oh	EXISTING OVERHEAD UTILITY
ug	EXISTING UNDEGROUND ELECTRIC
	EXISTING UTILITY POLE

SITE DEVELOPMENT PLAN

20 0 10 20 40 80

1 inch = 20 ft.

KING ENGINEERING OF CONCORD, RLLP
35 CHURCH STREET, S., SUITE 107
CONCORD, NORTH CAROLINA 28025
PHONE (828) 403 – 5586
F-1438

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 14520 8/3/2021 SAMUEL L. KING, JR.

New Building For:
WOB LLC
Lot 49 Performance Road
Mooresville, North Carolina

DRAWN BY: SLK
DESIGN BY: SLK
PROJ. MGR. SLK

NO.	DATE	DESCRIPTION OF REVISIONS
1	8/3/2021	PARKING SUMMARY AND HANDI CAP PARKING SPACE

PROJECT NUMBER: 2021-049

SHEET NUMBER
C2

2021-049-Working.dwg Model 8/3/2021 10:29:05

Rowan County Department of
Planning & Development
402 N. Main Street Ste 204
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # SNIA 05-21
Date Filed 7/27/21
Received By SAG
Amount Paid $100.00

Office Use Only
SNIA - 016350 - 2021

SPECIAL NON-RESIDENTIAL INTENSITY ALLOCATION

OWNERSHIP INFORMATION:

Name: WOB LLC
Signature: [signature]
Phone: 828-238-6209 Email: BUZZERACING6@GMAIL.COM
Address: 1018 GATEWAY DR. SUITE C
MOORESVILLE, NC 28115

APPLICANT / AGENT INFORMATION:

Name: Samuel L. King, Jr.
Signature: [signature]
Phone: 828-403-5586 Email: samkingjr@gmail.com
Address: 401 Poteat Drive, Morganton, NC 28655

PROPERTY DETAILS:

Tax Parcel: 239-062 Zoning District: IND
Location: Lot 49 Performance Rd
Size (sq. ft. or acres): 0.84 Watershed: WS-II (Coddle Creek)
Current Land Use: vacant

List the current or proposed use of the property and a general description of what will be constructed under this application:

New 12,000 SF manufacturing building with 10 standard parking spaces and 1 handicap space to serve 10 employees

Will there be ***land disturbing activity*** (grading of natural vegetation) of one acre or more of land area because of the construction on the property? Yes ☐ No ☑

Structures: Existing 0 sq.ft. Proposed 12,000 sq.ft.

Other Impervious Coverage: Existing 3,268 sq.ft Proposed 10,921 sq.ft

Remaining Undeveloped Area: 13,813 sq.ft. 37.6 % of Property

Storage of toxic and/or hazardous material: Yes ☐ No ☑

If Yes, a spill containment plan must submitted with application.

SITE PLAN:

Applicant must attach a site plan depicting information listed in Section 21-33 (2) and 21-52.

Attached: Yes ☑ No ☐

I certify that the information provided in this application is correct and true to the information of the proposed development, and I am the owner, partner, officer of a corporation, or agent duly authorized to make this application and fully understand and agree to comply with all applicable laws of the Rowan County Zoning Ordinance.

Signature

July 22, 2021
Date of Application

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Board of Commissioners Meeting: 8/16/21 3. Board of Commissioners Action: Approved _____ Denied _____ 4. Date Applicant Notified: ___/___/___

STAFF CHECKLIST

Watershed Protection Permit Plan Checklist

Application for Watershed Protection Permits shall be accompanied by plans in duplicate and drawn to scale showing the following:

(a) Location of Project.

WS II BW Identify the appropriate classification. WS-II-BW, WS-III-BW, WS-IV-PA

✓ Project included within an SNIA Overlay Area.

(b) Lot Dimensions.

✓ Actual dimensions and acreage of the lot to be built upon and the location of any right of ways that may affect development on the lot.

✓ Average lot size (in square feet).

(c) Built Upon Area.

✓ The accurate location and use of all existing and proposed buildings and other structures and location and size, in square feet, of all built-upon areas including parking and loading facilities.

✓ The percent of the project that will be covered with an impervious surface.

✓ The area, in acres, to be left natural

(d) Streams / Rivers.

✓ Drainage Esmt. The accurate location of all perennial streams and natural drainage areas on the property on the site plan.

(e) Buffers.

N/A The location of all required buffer areas shown on a site plan.

Lot size less r/w & esmts.	.84 AC or 36,590 sqft	Other coverage	19,653 sq ft	
Allowable coverage by right	4,390 sqft	Total coverage	22,921 sq ft	63%
Allowable coverage with 70%	25,613 sqft	Undisturbed acreage	13,813 sqft	37%
Existing coverage	3,268 sqft	Watershed acres	11,885 AC	
Pre-1994 coverage	0	Acres approved for SNIA	163 AC	
Building size	12K	Percentage Removed	1%	

Checked By: SAS Date: 8/2/21

Comments: _____

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:	Commissioner Judy Klusman
DATE:	August 6, 2021
SUBJECT:	Space Needs Study for Health Department

Motion: Authorize the Manager to negotiate a contract with ADW to do a revised space needs study for the Health Department and to direct the County Manager to bring a contract back to the Board of Commissioners for approval.

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
DATE: 8/6/2021
SUBJECT: ARPA Funding Request

The Department of Social Services has identified needs that appear consistent with the use of ARPA funding. Please find the attached requests for ARPA expenditures.

We are seeking approval of these funding requests.

ATTACHMENTS:

Description	Upload Date	Type
ARPA Funding Requests	8/6/2021	Backup Material

Douglas A. Smith
DSS Board Chair

Micah M. Ennis
Director

Rowan County Department of Social Services
1813 East Innes Street
Salisbury, NC 28146

ARPA FUNDING REQUESTS

REQUEST 1:
I am requesting $24,774.00 to renovate the former file room in Social Work Services to create 5 cubicles. This renovation will allow for up to 5 employees to work safely in what is currently unused space. There is a need for 4 offices for the new CPS Social Worker positions as well as for an intern or other support staff member, such as a Care Coordinator from the LME/MCO.

The primary factors I present for consideration are:

- Variants of the COVID-19 virus continue to be concerning for staff and the public.
- Authorization for ongoing remote work ended county-wide.
- 5 new positions were approved for Child Protective Services.

REQUEST 2:
I am requesting $101,088.00 to purchase 54 scanning stations and the necessary licensing required (Northwoods) to enhance staff protection from the spread of disease while performing their duties.

The primary factors I present for consideration are:

- Variants of the COVID-19 virus continue to be concerning for staff and the public.
- All Economic Services staff members who scan documents regularly are assigned desktop scanning stations.
- Scanning stations currently in public hallway areas are shared by multiple users in Social Work Services on a daily basis to enter digital documents into Compass Pilot, the document management system.

REQUEST 3:
The Economic Services Division (ESD) File Room Renovation was originally approved but the new cost figures are slightly higher, totaling $25,339.00 for that project.

It is the policy of 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

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:	Randy J. Cress, Assistant County Manager / CIO
DATE:	August 9, 2021
SUBJECT:	Broadband Grant Project Update

Provide an update to the Board of Commissioners on the status of the fixed wireless broadband expansion project by OpenBroadband. OpenBroadband will be providing an update and be available for questions.

This update is for informational purposes for the Board of Commissioners and citizens, no board action is required.

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: Finance Department
DATE: August 6, 2021
SUBJECT: Financial Reports

Please see finance graphs for your review.

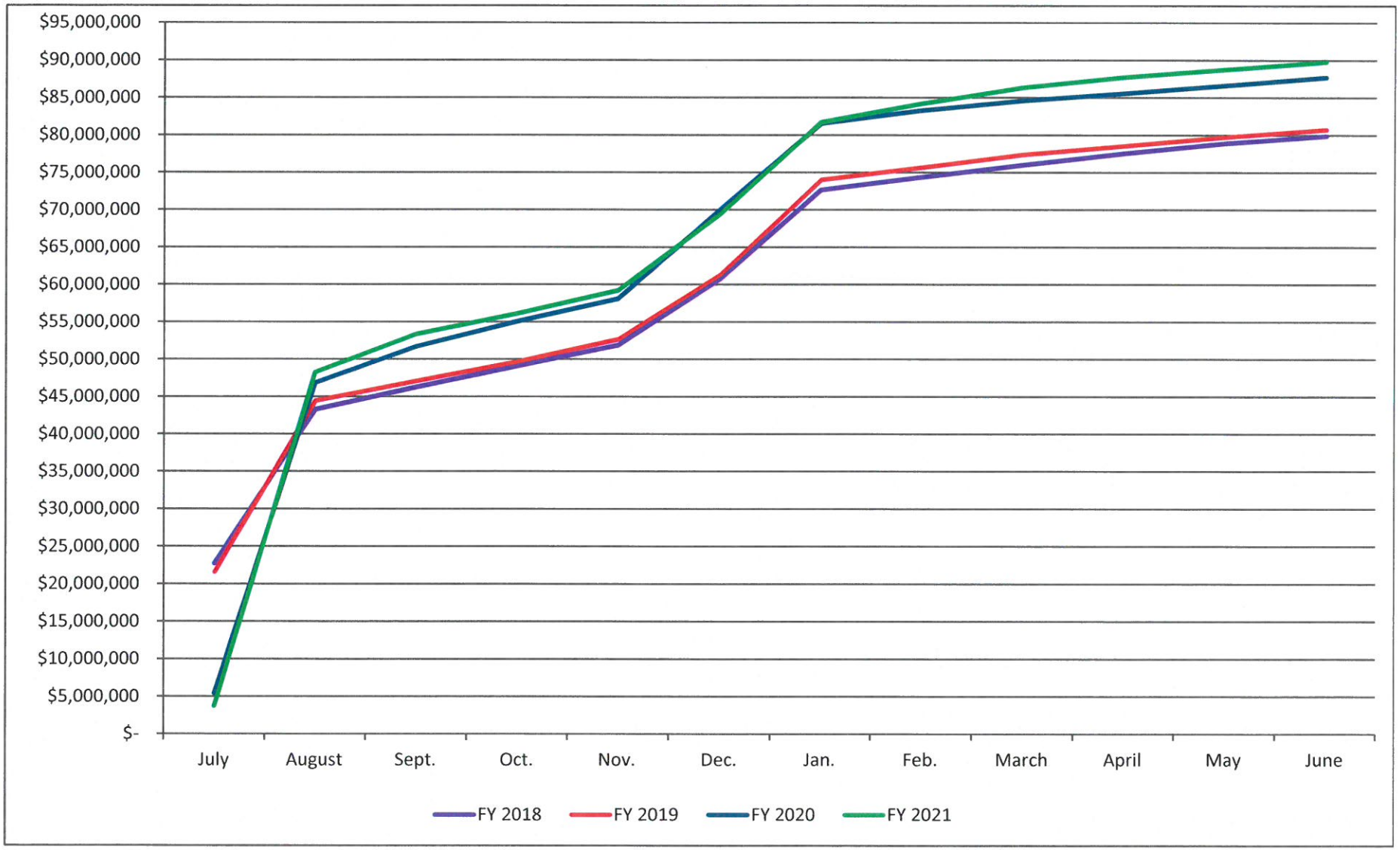
ATTACHMENTS:

Description	Upload Date	Type
Financial Graphs	8/9/2021	Backup Material

ROWAN COUNTY
GENERAL FUND
Fiscal Years 2018 - 2021

ANNUAL CUMULATIVE CURRENT YEAR PROPERTY TAX COMPARISONS

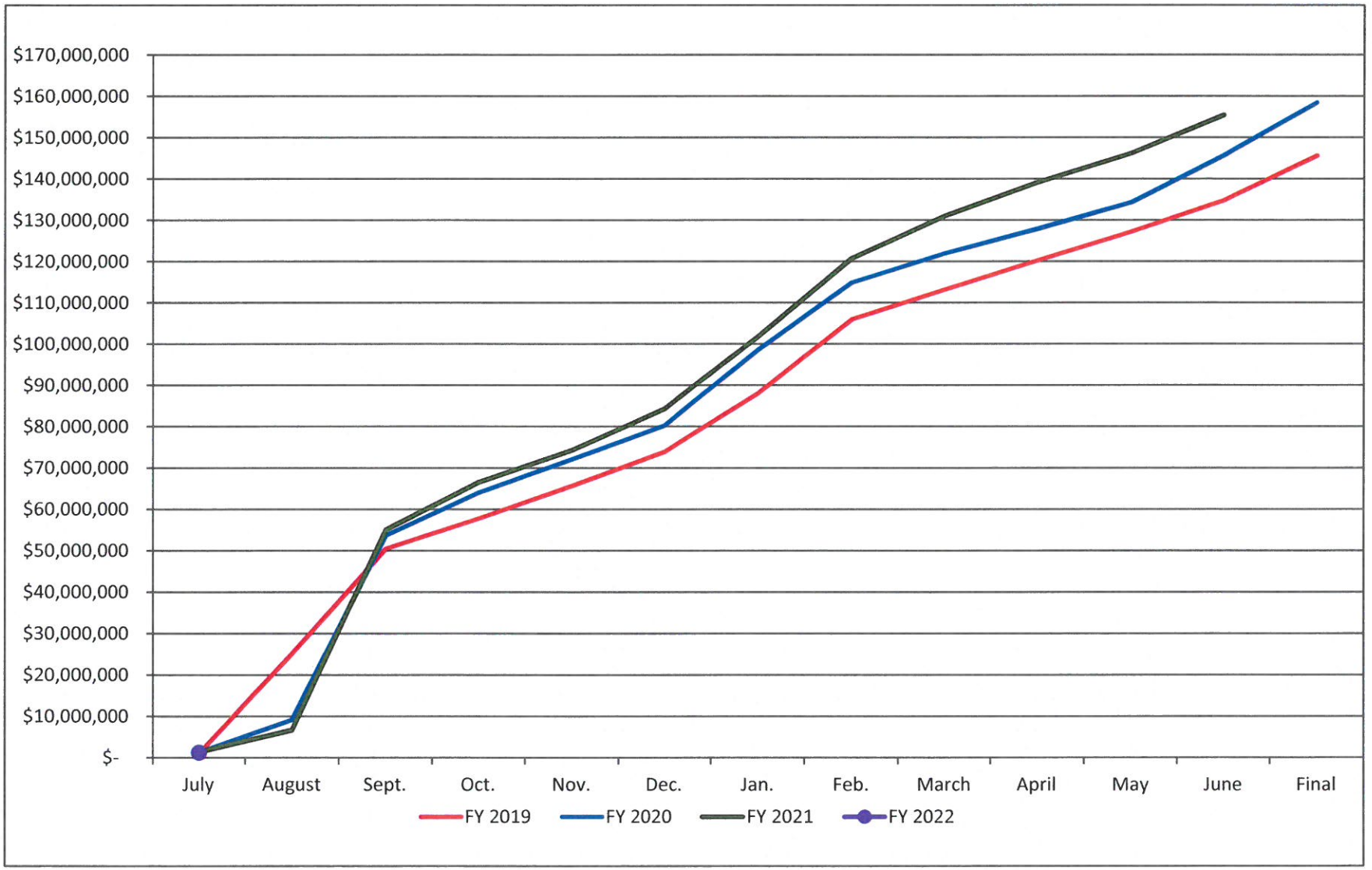
	June	
2021	$	89,776,671
2020	$	87,701,641
2019	$	80,716,024
2018	$	79,869,454



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2019 - 2022

ANNUAL CUMULATIVE REVENUE COMPARISONS

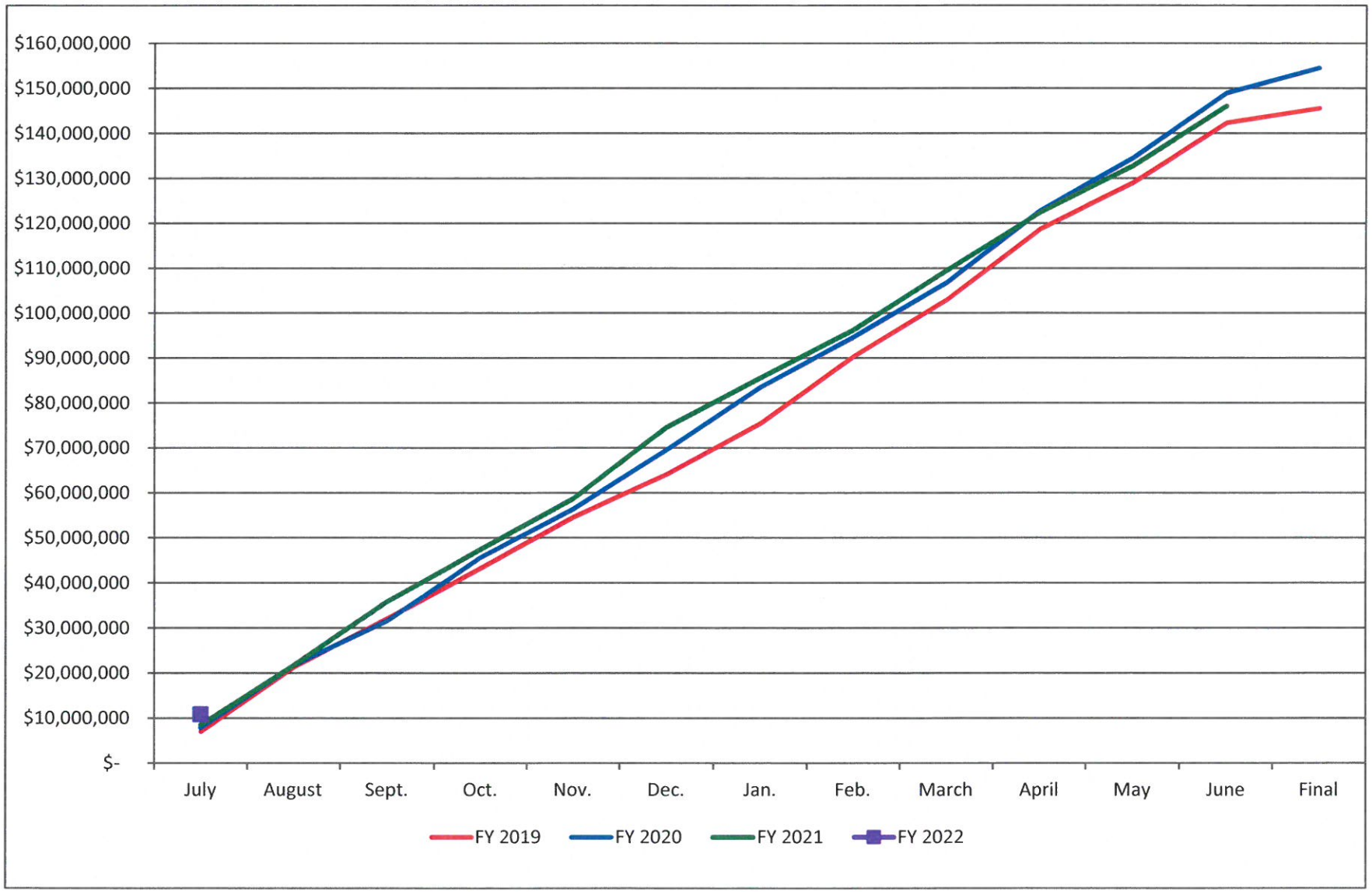
	July	
2022	$	1,256,374
2021	$	1,331,509
2020	$	1,216,521
2019	$	1,033,931



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2019 - 2022

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS

	July	
2021	$	10,825,958
2020	$	8,484,616
2019	$	7,841,008
2018	$	7,021,922



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: Finance Department
DATE: August 6, 2021
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendments	8/9/2021	Budget Amendment

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: WEST END PLAZA

EXPLANATION IN DETAIL: Expenditures for damages at Perkins restaurant at West End Plaza. Perkins and Rowan County will split the expenditures.

Prepared by: JHOWDEN
Date: 8/5/2021

BUDGET INFORMATION:

			80,000	-
ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
R&M BUILDING	E	1154124-543005	40,000	
OTHER RENT	R	1144124-462995	20,000	
APPROPRIATED FB - UNRESTRICTED	R	1143390-495000	20,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Period - Journal # 02-113
Disapproved:		Disapproved:	Keyed By: JMH
Amended:		Amended:	Date Keyed:
Date: 8/5/21		Date:	Posted By:
Signature: J. Howden		Signature:	Date Posted:

Howden, James M

From: Dees, Jay
Sent: Thursday, August 5, 2021 10:48 AM
To: Barger, Carolyn M; Church, Aaron; Edds, Greg; Howden, James M; Bevis, Lisa F
Cc: Bringle, Don E; Bumgarner, Anna R
Subject: FW: Perkins Lease Amendment and BOC authorization for repair work
Attachments: Perkins First Amendment to Lease re boiler damage (8-5-21).docx; Perkins First Amendment to Lease re boiler damage (8-5-21).pdf

All,

My apologies but I hit send before including everyone on this email regarding Perkins repairs and cost sharing consistent with BOC closed session discussion Monday night. I only offered 6 months to amortize Perkins' one-half share of the costs and Barry McCauley of Perkins agreed that would be fine. The amount of monthly payments is still blank until we have a better appreciation for a final estimate.

I will defer to Don and Anna as to process for getting the work under contract. This is time sensitive since Perkin's is working to get the cafeteria open and currently has no water in the facility and wont until we get the repairs done.

I will send this to Barry for his review and approval prior to Monday August 16 BOC meeting.

This should be included on that meeting agenda so that we can approve the lease amendment AND authorize the work.

Please let me know if there is anything else I need to do to move this forward.

Respectfully,

Jay

John W. Dees, II
County Attorney
Rowan County
130 West Innes Street
Salisbury, NC 28144
Jay.dees@rowancountync.gov
704.216.8198 voice

From: Dees, Jay
Sent: Thursday, August 5, 2021 10:40 AM
To: Barger, Carolyn M <Carolyn.Barger@rowancountync.gov>
Subject: RE: Perkins Lease

Carolyn,

Please see attached First Amendment draft in Word and PDF for Perkins regarding the repairs and cost sharing that allows Perkins to pay the final one-half amount over 6 months as Additional Rent.

Jay

John W. Dees, II
County Attorney
Rowan County
130 West Innes Street
Salisbury, NC 28144
Jay.dees@rowancountync.gov
704.216.8198 voice

From: Barger, Carolyn M
Sent: Thursday, August 5, 2021 10:22 AM
To: Dees, Jay <Jay.Dees@rowancountync.gov>
Subject: Perkins Lease

Carolyn Barger, MMC, NCMCC
Clerk to the Board
Rowan County Board of Commissioners
130 West Innes Street
Salisbury, NC 28144
Phone: 704-216-8181
Fax: 704-216-8195
Email: carolyn.barger@rowancountync.gov

From: cm04p104@rowancountync.gov <cm04p104@rowancountync.gov>
Sent: Thursday, August 5, 2021 11:43 AM
To: Barger, Carolyn M <Carolyn.Barger@rowancountync.gov>
Subject: Message from cm04p104

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To appropriate fund balance and expenditures for fiscal year 2021 General Fund encumbrances

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Appropriated Fund Bal. - Unrestricted	R	1143390-495000	1,312,683	
C/A - Courthouse Ramp	E	1154112-574003	1,200	
C/A - DNP Concessions	E	1154112-573023	70,882	
Other Professional Services	E	1154125-533000	30,000	
Auditing	E	1154112-532015	3,690	
C/A - Other Improvements	E	1156238-574000	4,500	
C/A - Furniture & Equipment	E	1154134-575090	100,000	
C/A - Technology	E	1154150-575010	125,000	
C/A - Vehicles	E	1154330-575035-43343	60,000	
C/A - Vehicles	E	1154371-575035	434,386	
C/A - Vehicles	E	1154520-575035	196,831	
Attorney	E	1154112-532010	10,000	
Consulting	E	1154112-532017	22,118	
Woodleaf Park	E	1154112-583114	2,888	
Rural Wireless Broadband	E	1154112-583117	30,815	
Other Professional Services	E	1154371-533000	6,000	
COVID HAVA Expenditure	E	1154170-582025-20013	204,473	
Contracted Services	E	1154126-533001	2,700	
Contracted Cleaning	E	1154134-533013	7,200	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision #
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 8/6/21		Date:	Posted by:
Signature: J. Howder		Signature:	Approved by:

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To appropriate fund balance and expenditures for expenditures approved in FY 2021 for Water Fund

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Appropriated Fund Bal. - Unrestricted	R	6547510-495000	796,408	
C/A - CHEMICAL BOOSTER STATION	E	6557510-573025	742,901	
C/A - CHEMICAL BOOSTER STATION	E	6557510-573025	16,315	
CONTRACTED SERVICES	E	6557510-533001	23	
ATTORNEY	E	6557510-532010	37,169	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision #
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 8/6/21		Date:	Posted by:
Signature: J. Howder		Signature:	Approved by:

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: DSS/COUNTY MANAGER

EXPLANATION IN DETAIL: Requesting the use of ARPA funds for the build out of COVID safe offices in DSS's building.

Prepared by: JHOWDEN
Date: 8/6/2021

BUDGET INFORMATION:

239,212 -

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
DISASTER REIMBURSEMENT	R	7344119-431300	119,606	
F/A - FURN & EQUIPMENT	E	7354119-576030	149	
F/A - OTHER	E	7354119-576900	18,369	
C/A - EQUIPMENT	E	7354119-575000	47,520	
C/A - TECHNOLOGY	E	7354119-575010	53,568	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: _____		Approved: _____	Period - Journal # _____
Disapproved: _____		Disapproved: _____	Keyed By: JMH
Amended: _____		Amended: _____	Date Keyed: _____
Date: _____		Date: _____	Posted By: _____
Signature:		Signature:	Date Posted: _____

Howden, James M

From: Johnson, Kelly Y
Sent: Friday, August 6, 2021 3:21 PM
To: Howden, James M; Bevis, Lisa F
Cc: Kruger, Beverly S
Subject: Expansion Proposal--Approved by Aaron Church
Attachments: Expansion Proposal.pdf; CPS File Room Quotes.pdf; ESD File Room Quotes.pdf; Scanning Hardware & Software Quotes.pdf

Importance: High

Jim and Lisa,
Micah just met with Aaron and Judy and Aaron has approved this proposal. Micah is putting something on the consent agenda right now. Not sure what needs to happen on your side…I'm thinking you would put the BA's on the agenda as well so our quotes will not expire prior to the end of August. I mentioned this to Micah and she agrees.
Let me know if you have any questions.
Thanks!

From: Johnson, Kelly Y
Sent: Thursday, August 5, 2021 1:37 PM
To: Howden, James M <James.Howden@rowancountync.gov>
Cc: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Kruger, Beverly S <Beverly.Kruger@rowancountync.gov>
Subject: Expansion Proposal

Good afternoon,
On July 21st, Micah emailed Aaron the attached proposal. We have not received approval from him yet to present this to the BOC. Micah spoke with Commissioner Klusman today, who has asked to be a part of this discussion. She was going to discuss our request with the CM to see if we can get this approved and on the next consent agenda. In light of this news I just received, and the time crunch for the agenda deadline, I thought I should at least get some information in your hands if Aaron wants to proceed.

See attached proposal and quotes for the panels, wiring and scanners.

I believe Lisa said a BA would have to be prepared to budget the additional costs for the expansion projects.

- The original budget for the ESD file room was 25,190 and the new cost is 25,339 so only an increase of 149.00.
- The original budget for the CPS file room was 6,405 and the new cost is 24,774 so an increase of 18,369.00.
- The scanning hardware is new and the cost is 47,520.00.
- The NW Compass Capture Desktop is the accompanying software/support and the cost is 53,568.00.

This information will assist you with the BA and Purchase Orders.

I have only supplied quotes from FSI as they are a preferred vendor for the county. The only other vendor we could locate that provides similar goods/services is out of Virginia.
I have only supplied quotes from Tri Electric as they are also a preferred vendor with the county and have a contract with Facilities Management.
Both vendors did the original cubicle install in the ESD file room in 2013.

Please provide PO numbers once approved and we will reach out to the vendors to have them begin work.

Let me know if you need further information and thank you for your assistance with these projects!

Kelly Y. Johnson | Budget Analyst
Rowan County Department of Social Services
1813 E. Innes Street, Salisbury, NC 28146
704.216.8346
Kelly.Johnson@rowancountync.gov

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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To transfer funds to cover Board approved appropriation to River Park for construction of Gatehouse.

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Appropriated Fund Bal. - Unrestricted	R	1143390-495000	15,967	
River Park	E	1155090-591061	15,967	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision #
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 8/6/21		Date:	Posted by:
Signature: J. Howden		Signature:	Approved by:

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: Commissioner Craig Pierce
DATE: July 26, 2021
SUBJECT: River Park Request for Funding for Gatehouse

ATTACHMENTS:

Description	Upload Date	Type
River Park Gatehouse Request and Construction Proposal	7/27/2021	Cover Memo

Request for Funding

RiverPark at Cooleemee Falls, Inc.

Rowan Gate House

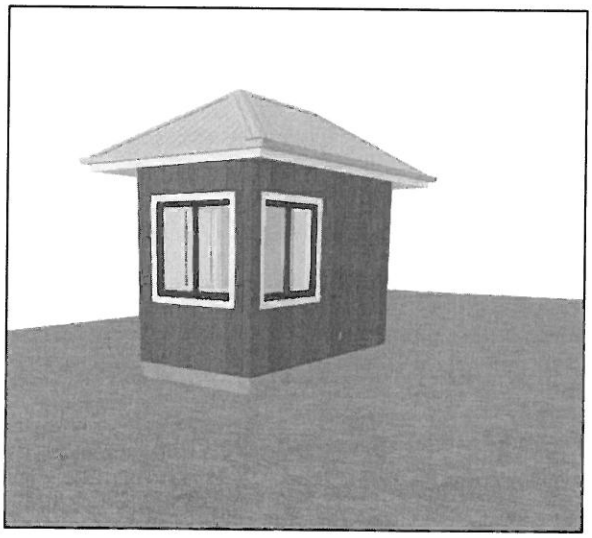
Rowan County Board of Commissioners

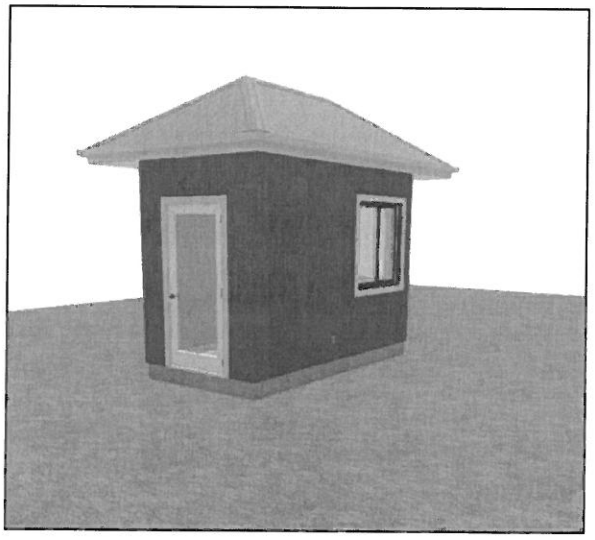
August 2, 2021

RiverPark at Cooleemee Falls, "The Bullhole" enjoys a high level of visibility within the region. To elevate the park going experience, we made the decision to hire full time staff and charge an entrance fee to help cover that expense. We are moving ourselves incrementally forward to further develop the park, making this a big step toward maintaining the family-friendly experience for park visitors.

Currently the gate is managed with a popup canopy tent, a table and camping chairs. The gatehouse will provide a professional appearance for the approach to the park as well as improved cash management and reduced risk for park staff.

We are fortunate to have Grubb Construction Company offer to donate the labor and materials for the gatehouse. The additional funding from this request will make the project possible.





Construction Costs

Construction of Gatehouse to be donated by Grubb Construction Company	$	-
Construction Permit and Inspection	$	-
Zoning Permit	$	-
Concrete Pad Expansion - Shelton Concrete	$	3,500
Updating / expanding security system for gate and beach coveage - Ellis Security	$	6,911
Cable burial to beach and to gate	$	2,461
Electrical and optic fiber installations	$	1,500
HVAC packaged terminal	$	1,095
Miscellaneous labor, landscaping, etc.	$	500
Total Estimated Cost	$	15,967

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2021 for Cooperative Extension. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis
Date: 08/06/21

BUDGET INFORMATION:

Reviewed: _____

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Fund Balance Restricted	R	1144955-495010	45,852	
4-H General	E	1154955-583073	15,981	
Family Consumer Science	E	1154955-583033	1,125	
Advisory Board	E	1154955-583005	64	
Extension - General	E	1154955-583079	13,156	
Horticulture	E	1154955-583081	5,785	
Livestock	E	1154955-583082	7,815	
Local Foods	E	1154955-583106	1,176	
PG - Carolina Farm Credit	E	1154955-585000-30002	557	
NRA Grant 20-21	E	1154955-585000-30003	49	
NRA Grant 21-22	E	1154955-585000-30004	144	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved: _____	Budget Revision # _____
Disapproved: _____		Disapproved: _____	Date Posted: _____
Amended: _____		Amended: _____	Group Number: _____
Date: 8/6/21		Date: _____	Posted by: _____
Signature: J Howder		Signature:	Approved by: _____

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2021 for Soil & Water. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis
08/05/21

BUDGET INFORMATION:

Reviewed: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Fund Balance Restricted	R	1145010-495010	2,630	
Donation Expenditures	E	1155010-583001	2,630	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved: _____	Budget Revision # _____
Disapproved: _____		Disapproved: _____	Date Posted: _____
Amended: _____		Amended: _____	Group Number: _____
Date: 8/6/21		Date: _____	Posted by: _____
Signature: J. Howden		Signature:	Approved by: _____

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2021 for DSS. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis
Date: 08/05/21

BUDGET INFORMATION: Reviewed: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Fund Balance Restricted	R	33018-5311-495010-000	100	
Adult Protective Services	E	33018-000-583007-000	100	
Fund Balance Restricted	R	33018-5312-495010-000	55,120	
One Church One Child	E	33018-000-583002-000	55,120	
Fund Balance Restricted	R	33018-5418-495010-000	995,844	
Foster Child Reinvestment Fund	E	33018-000-583000-000	995,844	
Fund Balance Restricted	R	33018-5314-495010-000	1,335	
Donations - Income Maintenance	E	33018-000-583088-000	1,335	
Fund Balance Restricted	R	33018-5353-495010-000	171,996	
Special Child Adoption Funds	E	33018-000-582000-000	171,996	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved: _____	Budget Revision # _____
Disapproved: _____		Disapproved: _____	Date Posted: _____
Amended: _____		Amended: _____	Group Number: _____
Date: 8/9/21		Date: _____	Posted by: _____
Signature: J Howder		Signature:	Approved by: _____

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2021 for Parks & Recreation. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis
Date: 08/06/21

BUDGET INFORMATION: Reviewed:_____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Fund Balance-Restricted	R	1146231-495010	24,676	
Donations Activity	E	1156231-583041	1,875	
Senior Games Activities	E	1156231-583054	22,801	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved: _____	Budget Revision # _____
Disapproved: _____		Disapproved: _____	Date Posted: _____
Amended: _____		Amended: _____	Group Number: _____
Date: 8/9/21		Date: _____	Posted by: _____
Signature: J. Howden		Signature:	Approved by: _____

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2021 for the Sheriff's Office. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis
Date: 08/06/21

BUDGET INFORMATION: Reviewed by: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Fund Balance Appropriated - Restricted	R	1144410-495010	27,629	
Special Projects: Meeting/Training Food	E	1154410-582009	24,809	
Sheriff's Christmas Caring	E	1154410-583089	2,455	
Special Projects: Explorer Expenditures	E	1154410-582032	365	
Fund Balance Appropriated - Restricted	R	1144412-495010	7,596	
Alcoa: Other Supplies	E	1154412-561090	6,000	
R&M Boats	E	1154412-543012	1,596	
Fund Balance Appropriated - Restricted	R	1144416-495010	96,616	
Tech Service - Serv & Maint	E	1154416-534030	30,000	
Telephone	E	1154416-553005	4,000	
Travel - State	E	11544165-558065	6,000	
Training - State	E	11544165-559050	6,000	
Supplies: Other - State	E	1154416-561910	15,616	
C/A: Asset Forfeiture - State	E	11544165-575085	10,000	
Weapons - State	E	11544165-561098	6,000	
F/A: Asset Forfeiture - State	E	11544165-576005	6,000	
Asset Forfeiture - State	E	11544165-582019	13,000	
Fund Balance Appropriated - Restricted	R	1144416-495010	89,693	
R&M - Vehicles - Federal	E	1154416-543020	5,000	
Other Small Equipment - Federal	E	1154416-561095	18,000	
Travel - Federal	E	11544162-558026	3,000	
Training - Federal	E	11544162-559026	3,000	
Weapons - Federal	E	11544162-561099	8,000	
C/A: Asset Forfeiture - Federal	E	11544162-575005	7,000	
F/A: Asset Forfeiture - Federal	E	11544162-576006	15,000	
Drug Education - Federal	E	11544162-582013	10,693	
Asset Forfeiture - Federal	E	11544162-582018	20,000	
Fund Balance Appropriated - Restricted	R	1144419-495010	35,703	
Special Projects: Katrina	E	1154419-582024	20,386	
Tech Service - Serv & Maint	E	1154419-534030	2,317	
Training	E	1154419-559000	2,500	
Travel	E	1154419-558000	2,500	
Other Small Equipment	E	1154419-561095	5,000	
F/A: Other	E	1154419-576900	3,000	

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓	Approved: _____	Budget Revision # _____
Disapproved: _____	Disapproved: _____	Date Posted: _____
Amended: _____	Amended: _____	Group Number: _____
Date: 8/9/21	Date: _____	Posted by: _____
Signature: J. Howden	Signature:	Approved by: _____

ROWAN COUNTY
SHERIFF'S OFFICE - RESERVES
For Fiscal Year Ended June 30, 2021

Areas of Reserve	Beginning Balance	Revenue Acct Number	Add: YTD Revenues	Expense Acct Number	Less: YTD Expenses	Ending Balance	Original Budget FY 2022	BA #1	Remainder to Budget	
Sale of Thompson Machine Gun	$ 65.42	1144410-492030-44101	$ -	1154410-561095/576900-44101	$ (65.00)	0.42	-	-	0.42	
Calendar Contributions	1,792.91	1144410-442002	4,800.00	1154410-582015	(3,522.60)	3,070.31	6,000	-	3,070.31	budget later if needed
GREAT	3,612.77	1144410-442004	-	1154410-583017	(2,634.32)	978.45	4,000	-	978.45	budget later if needed
Public Safety Donations	5,386.20	1144410-464002	20,620.00	1154410-582009	(196.94)	25,809.26	1,000	24,809	0.26	
Public Safety Donations	1,812.62	11444106-464002 Shop w/ Cop	2,170.00	1154410-583089	(1,527.96)	2,454.66	-	2,455	(0.34)	
Explorer Program	364.80	11444106-464003	-	1154410-583032	-	364.80	-	365	(0.20)	
Alcoa Grant	23,562.34	1144412-442007	15,000.00	1154412's	(11,266.48)	27,295.86	19,700	7,596	(0.14)	
Total Other Contributions	**36,597.06**		**42,590.00**		**(19,213.30)**	**59,973.76**	**30,700**	**35,225**	**4,048.76**	
State Asset Forfeiture	106,425.92	11444165-435033	83,525.78	1154416-534030	(13,600.27)		2,000	30,000		
				1154416-553005	(6,361.07)		5,000	4,000		
				11544165-558065	(4,422.12)		4,500	6,000		
				11544165-559050	(2,400.00)		4,500	6,000		
				1154416-561910	(15,382.99)		8,000	15,616		
				11544165-561098	(1,022.22)		5,000	6,000		
				11544165-575085	(8,709.00)		-	10,000		
				11544165-576005	(4,721.29)		-	6,000		
				11544165-582019	(1,705.81)		6,000	13,000		
						131,626.93	35,000	96,616	10.93	
Federal Asset Forfeiture	108,153.36	11444162-432003	4,656.07	1154416-543020	(125.00)		2,500	5,000		
(includes interest revenue)	-	1144416-461000	1,640.49	11544162-558026	-		-	3,000		
Sale of Property	-	1144416-492030	-	11544162-559026	-		-	3,000		
Insurance Proceeds	-	11444162-489030	1,343.55	1154416-561095	(12,627.13)		2,500	18,000		
(showed as revenue in 2018				11544162-561099	-		-	8,000		
but not as an expense to use)				11544162-575005	-		-	7,000		
				11544162-576006	-		-	15,000		
				11544162-582013	(4,493.25)		2,500	10,693		
				11544162-582018	-		-	20,000		
						98,548.09	7,500	89,693	1,355.09	
Total Asset Forfeiture Fun	**214,579.28**		**91,165.89**		**(75,570.15)**	**230,175.02**	**42,500**	**186,309**	**1,366.02**	
Justice Assistance Grant	-	1144417-431018	-	1154417-575000/576900	-	-	-	-	-	JAG is a reimbursement grant.
Katrina Funds	20,385.90		-	1154419-582024	-	20,385.90	-	20,386	(0.10)	
SCAAP	32,003.75	1144419-431021	-	1154419-	(16,687.06)	15,316.69	-	15,317	(0.31)	SCAAP $ received before expenditures. Carry forward is appropriate
Total Other Grants	**52,389.65**		**-**		**(16,687.06)**	**35,702.59**	**-**	**35,703**	**(0.41)**	
	$ 303,565.99		**$ 133,755.89**		**$ (111,470.51)**	**$ 325,851.37**				

Federal Asset Forfeiture Interest Calculation

	Justice		Treasury
Beginning Balance w/ interest	53,840.44	Beginning Balance w/ interest	54,312.92
Amt received	2,363.45	Amt received	3,636.17
Amt spent	(12,752.13)	Amt spent	(4,493.25)
Ending Balance	43,451.76	Ending Balance	53,455.84
Avg	48,646.10	Avg	53,884.38
6/30/21 Int	1.60%	Avg	1.60%
Interest	778.34		862.15
Ending Balance w/ interest	44,230.10		54,317.99