**ROWAN COUNTY COMMISSION AGENDA**
**July 17, 2023 - 6:00 PM**
**J. Newton Cohen, Sr. Room**
**J. Newton Cohen, Sr. Rowan County Administration Building**
**130 West Innes Street, Salisbury, NC 28144**

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

**https://bit.ly/rowanboc6pm**
**Password: 028144**

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

**Webinar ID: 976 9368 1450**

**Password: 028144**

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Call to Order

Invocation

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.*

1 Consider Approval of Consent Agenda

- A. LOBBYING REPORT: Approve County Manager to Sign/Submit 2023 Principal Expense Report Form
- B. Satisfactions for CDBG Deeds of Trust
- C. GRANT AGREEMENT: Approve Byrne Justice Assistance Grant Agreement for Sheriff's Office
- D. GRANT APPLICATION: Approve AKC Reunite "Adopt a K-9 Cop" Grant

Application for Sheriff's Office

E. DIRECTED GRANT AGREEMENT: SFRF Agreement From DEQ SL 2022-74
F. Approve Sale of Ground Leased Hangar T13
G. Notification of LESO Program Participation
H. Amendment #1 - Family Closet & Consignment Shop Lease
I. Amendment #2 - Rowan County Veterans Honor Guard Lease
J. Sole Source - Tenika Reddick, Breastfeeding Peer Counselor
K. Consider Approval of the Minutes
L. Sole Source - Everbridge
M. Reappointment of County Assessor
N. Sheriff's Office Surplus Uniform Disposal
O. GRANT AGREEMENT: Request to approve funding agreement for Transit FY24 "5311 Admin" grant
P. GRANT AGREEMENT: Approve funding agreement for Transit FY24 5310 Enhanced Mobility Grant
Q. Sole-Source Idemia - Detention Center & Sheriff's Office
R. GRANT AGREEMENT: Request to Approve HOME-ARP Funding Agreement
S. Lease Agreement - 6620 Bringle Ferry Rd.
T. Lease Agreement - 750 Sloan Rd.
U. Schedule Public Hearing on August 7, 2023 for Z 02-23: Fisher Athletic
V. Schedule Legislative Hearing for SNIA 02-23: Performance Pit Oakridge LLC, for August 7, 2023
W. Resolution of Support - Access Road for Driver Training Range at RCCC
X. Award Facilities Generator to AGS Contracting LLC.
Y. TAX REFUNDS FOR APPROVAL
Z. Approve Taxiway Rehab Project - J.T. Russell & Sons, Inc. - Contract
AA. WSP USA, Inc., formerly Golder Associates NC, Inc - Environmental Consulting Agreement
AB. Lease Agreement - Rowan County Agricultural & Industrial Fair Association - Parking Lease FY24
AC. Award Mid-Carolina Regional Airport Food Lion Hangar Generator - The Krydon Group
AD. Award Door Access - Insight Low Voltage
AE. Request to Approve GREAT Grant 3-party Contract
AF. Award DNP Nature Center Trail - R&L Glover Enterprises, Inc.
AG. Request to Approve GRANT AWARD for Plumbing Grant
AH. Sole-Source MCCi - FY24
AI. Bonney Staffing - Health Dept.
AJ. Bonney Staffing - Human Resources

AK. Request for Public Hearing for 'Project Puma'
AL. Sole-Source FY24 - ESRI
AM. Sole-Source FY24 - Service Commander Software, Inc
AN. Sole-Source FY24 - Tyler Technologies ERP
AO. Sole-Source FY24 - ES&S Maintenance
AP. Blue Cross Blue Shield of NC Amendment to Contract
AQ. FY23 Environmental Management Debt Write Off
AR. Budget Amendments
AS. Sheriff's Office Bonus Pay
AT. Clothing Allowance for Detective Division

2 Public Comment Period

3 Consider PE 04-23; Dragon Boat Festival
4 Consider PE 05-23: Float the Goat
5 Public Hearing & Summary Presentation - EDC 'Project Swarm'
6 Financial Reports
7 Board Appointments
8 Closed Session

- NCGS 143-318.11(a)(3)

9 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:** | Ann Kitalong-Will, Director, Grants Admin/Gov't Relations |
| **DATE:** | 6/15/23 |
| **SUBJECT:** | LOBBYING REPORT: Approve County Manager to Sign/Submit 2023 Principal Expense Report Form |

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The NC Secretary of State's Office requires that lobbying principals submit quarterly expense reports documenting reportable expenditures. The attached expense report is for the quarter ending June 30, 2023. Rowan County does not have any reportable expenses for this quarter. This report must be submitted by July 24, 2023.

**Recommendation**:
Approve the County Manager to sign and have notarized the 2023 Principal Expense Report Form – Zero Expense Short Form for the quarter ending June 30, 2023.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Q2 2023 Principal Expense Report Form—Zero Expense Short Form | 6/15/2023 | Cover Memo |

Elaine F. Marshall, Secretary of State

# 2023 Principal Expense Report Form – Zero Expense Short Form

**Amended Report:** ***(Check if amending previously filed report.)*** ☐ **Original Report Tracking #**_____

**PERIOD:** □ **Quarter Ended March 31, 2023** □ **Quarter Ended September 30, 2023**
□ **Quarter Ended June 30, 2023**

**Complete Name of Principal as Registered:** _____

*If the registered lobbyist principal has directed any lobbyist listed below to lobby on behalf of an unregistered associated entity, the principal must complete and attach Schedule PR-QAE to this quarterly report. The absence of such attachment constitutes the authorized officer's affirmative statement under oath that there are no such unreported associated entities pursuant to NCGS §120C-403(b)(5) to disclose for the reporting period.*

**Name(s) of All Lobbyist(s) as Registered:**_____
*Include all lobbyists registered during any portion of this reporting period, including interim resignations/terminations.*

You **must** mark one of these boxes. If you choose to deliver the paper original document to the Division, and fail to do so, the report will not be deemed filed until the date we receive it, which may make your report late. 18 NCAC 12 .0308.

- ☐ I choose to maintain the paper original inked, signed, and notarized lobbying expense report in my own records for three years as required by Administrative Rule 18 NCAC 12 .1301; OR
- ☐ I choose to deliver the paper original inked, signed, and notarized lobbying expense report to the Lobbying Compliance Division of the Secretary of State within seven days as required by Administrative Rule 18 NCAC 12 .0214.

**IMPORTANT INSTRUCTIONS FOR PRINCIPAL OFFICER AND NOTARY**

All blanks **must** be completed with the printed name of the principal entity. The authorized officer **must** sign and date the report to certify the report in this section. For quarterly reports under oath, venue (state and county where notarized) and jurat **must** be completed. The signatory officer **must** be one of the persons of record with the lobbying compliance division for reporting purposes in the current year of the report. **Warning**: Incomplete certification or notarization may result in rejection of the report.

**STATE OF** _____ **(Must be filled in)**

**COUNTY OF** _____ **(Must be filled in)**

The undersigned as an authorized officer of the above named principal entity on behalf of the principal entity by its authority first duly given, or on my own behalf as an individual principal, being first duly sworn, hereby certifies that the principal has no expenditures pursuant to G.S. § 120C-403 other than payment for services to report for this quarterly period and that all information contained herein (including any attachments hereto) is true, complete and correct to the best of my knowledge and belief.

| _____ | _____ | _____ |
|---|---|---|
| **Signature of Authorized Officer** | **Printed name of Authorized Officer** | **Date** |

Sworn to (or affirmed) and subscribed before me, this _____ day of _____, 20_____.

_____
**Signature of Notary Public**

_____
Printed Name of Notary Public

**(NOTARY STAMP OR SEAL)**

My commission expires: _____.

**Printed Full Name of Report Preparer:** _____
**Signature of Report Preparer:** _____

You only have to sign as the report preparer if: (1) you are **not** the lobbyist required to file the report**, and** (2) you exercised discretion and independent judgment in filling the form.

**FOR INFORMATIONAL USE ONLY; DISCARD BEFORE FILING.**

- Expense reports are due quarterly, regardless of whether reportable expenditures are made, no later than **15** business days after the end of the calendar quarter.
- Do not use a zero expense report form for a monthly report or for a quarterly report that requires incorporation of a prior monthly report. Incomplete reports may be rejected.
    - In addition, any reportable expenditure incurred while the General Assembly is in session with respect to lobbying legislators and legislative employees is reportable monthly no later than **10** business days after the end of the month.
    - The information reported on any monthly report should be incorporated by reference on the long quarterly report form in the space provided.
- NCGS § 120C-401(f) states: Each report required by this Article shall be in the form prescribed by the Secretary of State and filed electronically.
- You may submit the completed (notarized) reports that have been electronically filed at https://www.sosnc.gov/ but do not have an electronic notarization to the Department by one of the following methods:
    - By United States mail addressed to the Lobbying Compliance Division, NC Secretary of State, Post Office Box 29622, Raleigh, North Carolina 27626-0622, postmarked within seven calendar days of the electronic filing,
    - By hand-delivery in person or by a designated delivery service authorized pursuant to NCGS §1A-1, Rule 4, to the Lobbying Compliance Division, NC Secretary of State, 2 South Salisbury Street, First Floor, Raleigh, NC 27601-2903, by 5:00 PM within seven calendar days of the electronic filing, in the case of hand-delivery in person, or postmarked by the authorized delivery service in the case of delivery within seven calendar days of the electronic filing;
- If you have an electronic notarization, submit completed reports electronically with electronic notarization transmitted to the Department by 11:59 PM of the filing deadline.
- Any document attached to the filing other than the Department's form, must be compatible with, or convertible to Microsoft Word.

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Ed Muire, Planning Director |
| **DATE:** | June 16, 2023 |
| **SUBJECT:** | Satisfactions for CDBG Deeds of Trust |

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## BACKGROUND

The County received a Community Development Block Grant (CDBG) for Scattered Site Housing Rehabilitation in 2011. These funds were allocated to the County by the NC Department of Commerce and the grant was administered for the County by Hobbs Upchurch & Associates. This CDBG project was active from 2011 thru 2015.

Homes rehabilitated with program funds stipulated the homeowner must reside in the home for eight (8) years after project completion; 1/8 of the loan amount would be forgiven annually. If the homeowner failed to comply with the occupancy requirement, the County would recapture the amount of the loan remaining based on date the home was sold.

## REQUEST

As the County is the Deed of Trust beneficiary for homes rehabilitated by this project, its responsibility is to file satisfactions when these homeowners have satisfied their obligations or when a payoff has been received to satisfy the remaining rehabilitation loan amount.

- The County has received a request from Mrs. Pamela Spencer (formerly Pamela Richard) to have a Satisfaction filed for her home located at 155 Veronica Ln. The Deed of Trust was filed July 23, 2010 and Mrs. Spencer still resides in the home. The rehabilitation loan terminated July 23, 2018.
- The County received a payoff of $9193.75 from the sale of Judy Agner's home located at 755 Lakeview Rd. The heirs of Ms. Agner's estate failed to satisfy the occupancy requirements of the home and sold it in the 7th year of the loan agreement. Hence, Rowan County was due 1/8 of the original loan amount for the final year.

The County Attorney has reviewed the files for both of these instances and concurs that Satisfactions are warranted for both.

## RECOMMENDATION

- Authorize Finance Director Anna Bumgarner to sign the attached Satisfactions for each of the above referenced projects
- Authorize County to file the completed Satisfactions with the Rowan County Register of Deeds

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Agner Satisfaction | 6/16/2023 | Backup Material |
| Spencer (Richard) Satisfaction | 6/16/2023 | Backup Material |

**SATISFACTION OF SECURITY INSTRUMENT**
**BY SECURED CREDITOR**
**[N.C.G.S. 45-36.10; N.C.G.S. 45-37(a)(7)]**

The undersigned is now the Secured Creditor in the Security Instrument identified as follows:

Type of security instrument: North Carolina Credit Deed of Trust
[identify the type of security instrument, such as deed of trust or mortgage]

Original Grantor(s): Judy Carole Agner
[Identify original grantor(s), trustor(s), or mortgagor(s)]

Original Secured Parties: Rowan County
[Identify the original beneficiaries, mortgagees, or secured parties in the Security Instrument]

Recording Data: The Security Instrument is recorded in Book 1251 at Page 920
in the Office of the Register of Deeds for Rowan County, North Carolina.

This satisfaction terminates the effectiveness of the Security Instrument.

Date: _____

**ROWAN COUNTY, a body politic**

By: _____
Print or Type Name: Anna Bumgarner
Title: Finance Director

State of North Carolina
County of Rowan

I, the undersigned Notary Public of the County and State aforesaid certify that _____
_____
personally came before me this day and acknowledged that he is the _____
of Rowan County, a body politic, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name, on it behalf, as its act and deed.

Witness my hand and official stamp or seal this _____ day of _____, 202_____.

My Commission Expires:

_____
Notary Public

_____

**SATISFACTION OF SECURITY INSTRUMENT**
**BY SECURED CREDITOR**
**[N.C.G.S. 45-36.10; N.C.G.S. 45-37(a)(7)]**

The undersigned is now the Secured Creditor in the Security Instrument identified as follows:

Type of security instrument: North Carolina Credit Deed of Trust
[identify the type of security instrument, such as deed of trust or mortgage]

Original Grantor(s): Pamela D. Spencer formerly known as Pamela D. Richard
[Identify original grantor(s), trustor(s), or mortgagor(s)]

Original Secured Parties: Rowan County
[Identify the original beneficiaries, mortgagees, or secured parties in the Security Instrument]

Recording Data: The Security Instruments are recorded in Book 1165 at Page 10, Book 1170 at Page 419 (modification) and Book 1288 at Page 367 (subordination) in the Office of the Register of Deeds for Rowan County, North Carolina.

This satisfaction terminates the effectiveness of the Security Instrument.

Date:_____

**ROWAN COUNTY, a body politic**

By:_____
Print or Type Name:_____
Title:_____

State of North Carolina
County of Rowan

I, the undersigned Notary Public of the County and State aforesaid certify that _____
_____
personally came before me this day and acknowledged that __he is the_____
of Rowan County, a body politic, and that by authority duly given and as the act of such entity, __he signed the foregoing instrument in its name, on it behalf, as its act and deed.

Witness my hand and official stamp or seal this _____ day of _____, 202_____.

My Commission Expires:

_____
Notary Public

_____

**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:** | Grants Administration/Govt Relations, Sheriff's Office |
| **DATE:** | 6/19/23 |
| **SUBJECT:** | GRANT AGREEMENT: Approve Byrne Justice Assistance Grant Agreement for Sheriff's Office |

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The Rowan County Sheriff's Office has been awarded FY22 Governor's Crime Commission Grant, funded through the Byrne Justice Assistance program. The awarded amount is $24,500 for the project, "2022 - Rowan County Sheriff's Office - Block Grant" to purchase 2 *UFED Touch 2 Ultimate (Rugged) Portable Cellebrite Kits* to be used by RCSO investigators to gather digital information consensually in the field from cell phones.

The performance period is 10/1/2022 - 9/30/2023; there is no local match requirement.

**Recommendation**:
Approve the County Manager to sign the FY22 Governor's Crime Commission/Byrne Justice Assistance Grant agreement, and accept the awarded funds.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Grant Agreement | 6/19/2023 | Exhibit |
| Grant Application/Scope of Work/Project Budget | 6/19/2023 | Exhibit |

DocuSign Envelope ID: 4D93A19B-2AA8-4115-BBC7-DCB30D97B03F

STATE OF NORTH CAROLINA
**DEPARTMENT OF PUBLIC SAFETY**
GOVERNOR'S CRIME COMMISSION
1201 Front Street, Suite 200
Raleigh, NC 27609
Telephone:(919) 733-4564 Fax:(919) 733-4625
http://www.ncdps.gov/gcc/

# GRANT AWARD

**Applicant:** County of Rowan

**Authorizing Official:** AARON CHURCH
County Manager

**Address:** 130 West Innes Street
Salisbury, North Carolina 28144-4365

**Vendor Number:** 566000336

**Project Name:** 2022 - Rowan County Sheriff's Office - Block Grant

**Implementing Agency:** Rowan County Sheriff's Office

**Project Director:** John Sifford
Major

**Project Number:** PROJ015610

**Account Manager:** Matthew Stuart

**Grant Period: 10/01/2022 - 09/30/2023**

## Budgets

| Period | Personnel | Contractual | Travel | Supplies | Equipment | Indirect Costs | Total |
|---|---|---|---|---|---|---|---|
| **Year 1** | $0.00 | $0.00 | $0.00 | $250.00 | $24,250.00 | $0.00 | $24,500.00 |
| | | | | | | ***Grant Budget Total*** | ***$24,500.00*** |

| Source | Federal Grant # | CFDA # | % Funding | Federal Award |
|---|---|---|---|---|
| **2022::Byrne Justice Assistance Grants** | **15PBJA-22-GG-00633-JAGX** | **16.738** | **100%** | **$24,500.00** |

In accordance with the laws and regulations of the United States and the State Of North Carolina, and on the basis of the grantee's application, the Department of Public Safety hereby awards to the foregoing grantee an award in the amount above.

This grant is subject to the conditions listed in the approved grant application as well as all applicable rules, regulations and conditions, as may be described by the Department of Public Safety.
This grant shall become effective, as of the start date of the grant period listed, once this original grant award has been properly executed on behalf of the grantee and returned to the Governor's Crime Commission, attention of the Grants Management Director. The grant award must be returned within 30 days of the date the award is mailed from the Governor's Crime Commission. No alterations of any kind may be made on this grant award.

**The Special Conditions for this grant, posted on the GCC website at www.ncdps.gov/gcc/award-special-conditions/, are incorporated into this agreement as if the same were set forth herein.**

☐ By initialing here, I certify that I (Authorizing Official), have read and understand the information provided including the Special Conditions.

## Authorizing Official

Signature of Authorizing Official — Date

AARON CHURCH, County Manager

Name and Title of Authorizing Official

## Governor's Crime Commission

03/31/2023

Signature of Director — Date

Caroline Farmer, Executive Director

Name and Title of Director

## Project Director

4/3/2023 | 09:29:40 CDT

Signature of Project Director — Date

John Sifford, Major

Name and Title of Project Director

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DocuSign Envelope ID: 4D93A19B-2AA8-4115-BBC7-DCB30D97B03F

# Federal Award Identification Worksheet

| | |
|---|---|
| ***Federal award identification :*** | 15PBJA-22-GG-00633-JAGX |
| ***Project ID :*** | PROJ015610 |
| ***Subrecipient :*** | County of Rowan |
| ***Federal Award Identification # (FAIN) :*** | 15PBJA-22-GG-00633-JAGX |
| ***DUNS # :*** | 074494014 |
| ***Federal award date :*** | Oct 01, 2021 - Sep 30, 2025 |
| ***Subaward period of performance start and end date :*** | Oct 01, 2022 - Sep 30, 2023 |
| ***Federal funds obligated in this agreement :*** | $24,500.00 |
| ***Federal funds obligated to the subrecipient :*** | $24,500.00 |
| ***Total federal award :*** | $5,530,630.00 |
| ***Catalog of federal domestic assistance (CFDA) :*** | 16.738 |
| ***Indirect cost rate for the federal award :*** | We do not receive an indirect cost rate |
| ***Indirect cost rate to be used by the subrecipient (either a federally-approved rate, a rate negotiated between the pass-through entity and the subrecipient, or the de minimis indirect cost rate) :*** | Direct/Allocated Costs Only |
| ***Identification of whether the award is research and development (R&D) :*** | We do not fund research and development |
| ***Pass through entity and awarding official :*** | NC Governor's Crime Commission<br>Caroline Farmer, Executive Director<br>Caroline.Farmer@ncdps.gov |
| ***Federal awarding agency :*** | United States Department of Justice - Bureau of Justice Assistance |
| ***Federal award description :*** | The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. |

DocuSign Envelope ID: 4D93A19B-2AA8-4115-BBC7-DCB30D97B03F

Governor's Crime Commission
1201 Front Street, Suite 200
Raleigh, NC 27609
Phone: (919) 733-4564 Fax: (919) 733-4625

Pending Award

| Name | Role | Status |
|---|---|---|
| Anna R. Bumgarner (NCID: arbumgarner1) | Financial Officer | |
| AARON CHURCH (NCID: achurch) | Authorizing Official | |
| John Sifford (NCID: jsifford) | Project Director | |

| Commented By | Date | Comment |
|---|---|---|
| John Sifford | 08/16/2022 | Required Documents have been submitted. |
| Ann Kitalong-Will | 02/03/2023 | Please review to see if there is anything more needed. Thank you. Ann Kitalong-Will |
| Ann Kitalong-Will | 03/29/2023 | All documents have been uploaded except for the document relating to advanced suitability for interacting with minors which shouldn't be required as it doesn't apply to this project. Please review and submit. Thanks. |
| John Sifford | 03/29/2023 | Submitting project to GCC. |

## Project Information

Project ID
PROJ015610

Project Status
Pending Award

Project Name
2022 - Rowan County Sheriff's Office - Block Grant

Project Director
John Sifford (NCID: jsifford)

Financial Officer
Anna R. Bumgarner (NCID: arbumgarner1)

Authorizing Official
AARON CHURCH (NCID: achurch)

Grant Planner
Keyon Ashe
keyon.ashe1@ncdps.gov

Grant Manager
Matthew Stuart
matthew.a.stuart@ncdps.gov

Start Date
10/01/2022

End Date
09/30/2023

Committee
CRIMINAL JUSTICE SYSTEMS IMPROVEMENT

Program Priority
2022 LOCAL LAW ENFORCEMENT BLOCK GRANT PRIORITY

Project Continuation
No, this is a new Project application

Name/ID of the related project(s)

Project Summary
Request funding to purchase two UFED Touch 2 Ultimate (Rugged) Portable Cellebrite Kits that can be used by RCSO Investigators to gather digital information consensually in the field from cell phones. Most everyone in today's world has a cellphone. These units could be used to solve crime quickly.

## Organization

Name:
County of Rowan

Tax ID:
566000336

DUNS:
074494014

UEI(Unique Entity Identifier):
GCB7UCV96NW6

Address:
130 West Innes Street

City:
Salisbury

State:
North Carolina

Zip:
28144-4365

Phone:
(704) 216-8162

Fax:

Fiscal Year End Date:
06/30

### Implementing Agency

Name:
Rowan County Sheriff's Office

# Of Sworn Officers (Law Enforcement Agencies):
158

Address:
232 North Main Street

City:
Salisbury

State:
North Carolina

Zip:
28144-4375

Phone:
7042168700

Fax:
7042168674

### General Information

NC House Districts
67,76,77

NC Senate Districts
33

US Congressional Districts
13

NC Counties
Rowan

Project Area Population
136,254

Principle Place of Performance
Salisbury

Zip
28144-4375

### Abstract & Narrative

Project Abstract (The Problem): Briefly describe project's purpose, identify target population, and discuss program components which address the identified problem. Include local statistics to substantiate the need.

The Rowan Co. Sheriff's Office provides law enforcement services to the 140,000+ citizens of our county. Each day Deputies & Detectives encounter persons via traffic stops, calls for investigation of any number of crimes, and via ongoing investigations into criminal activity. Deputies in the field have limited technological capabilities of gathering information. Almost 95% of the persons that a Deputy encounters during their investigations has a cellphone used to communicate with other persons & to access various applications on the phone to send text messages, take pictures & videos, post information to social media sites, conduct financial transactions, etc. Cell phones also provide GPS information that allows investigators to detail the locations that the phones bearer has been. All of the functions of a cell phone can provide information to Deputies that could be used to solve a crime(s), but also could clear a suspect of any wrongdoing as well. The RCSO would like to use this grant funding to purchase two (2) UFED Touch 2 Ultimate Cellebrite Kit devices that can be used to extract digital information from a cellphone with consent, or by use of a search warrant. These new units are a ruggedized to allow them to be transported easily into the field for immediate use. Otherwise, the Deputies would have to seize the cellphones and transport them to the office for entry into evidence until they could be analyzed with software that is currently on a desktop computer.

Project Narrative (Operation): Include a description of how grant funded positions are integral to the project and how contractual, travel, operating, and equipment expenses will support the project. Discuss how you will collaborate with other agencies. Focus on the project – do not give agency history, do not repeat abstract.

The Rowan County Sheriff's Office will plan to issue one of the new UFED Touch 2 Ultimate Cellebrite Kits to our Criminal Investigative Unit, and one of the new units to our Special Investigative Unit, which conducts all types of narcotics investigations. The new equipment would also be available for use by Patrol Deputies whenever needed if a traffic stop required it, or one of their investigations had a need for the technology. The units will be used to capture digital evidence, both consensually & via a search warrant. The units will be used to collect digital evidence for historical investigations, drug trafficking investigations, and violent crime investigations. With the vast majority of American citizens utilizing some form of a cellphone or smart phone daily, it is important that the RCSO gain this technology to aid in our investigations. In recent studies, about 95% of Americans make use of a cellphone, while 77% of Americans use a smartphone. The use of smartphones is expected to continue to increase due to the wide range of technology and phone apps that make peoples lives easier. As the population ages and more of the population being adept in the use of a smartphone, it will certainly lead to an even higher percentage of Americans having a smartphone with them everyday. This new technology will aid in making arrests and obtaining convictions, by being able to prevent the digital evidence from being lost, as it is easy to delete or to remove in seconds. Investigators will use their knowledge and skills to build a rapport with offenders who may be provided opportunities to cooperate in the field to be used as confidential informants. The Rowan County Sheriff's Office will offer assistance with this new technology to the 10+ other law enforcement agencies that operate in

Rowan County. There is the Salisbury Police Department, along with 9 other small-town police departments that may have a need for this new technology during the course of their investigations. The RCSO has a good working relationship with all of the law enforcement agencies in Rowan County.

Project Timeline of Activities

The grant application will be submitted by the deadline on 01-31-22. If this application is approved, the Rowan County Sheriff's Office will work with the Rowan County Finance Office to establish the proper revenue & expense accounts in the County budget for the RCSO. Upon the arrival of the funding electronically sometime near October 1, 2022, and the funds are secured in the proper accounts, the RCSO will submit purchase orders for approval to our County Finance Office. Once the purchase orders are received sometime back sometime near November 1, 2022, the RCSO will send the purchase order to Teel Technologies, located in Norwalk Ct., to allow the company to ship the two new devices to the RCSO. Once the two new devices are received sometime near December 1, 2022, the supporting supplies will be purchase for each device. Once the two kits are fully put together, the devices will be issued to the Detectives that are certified in their use. One unit to the Criminal Investigative Unit of the RCSO, and one unit to the Special Investigative Unit of the RCSO. All Deputies of the Patrol and Detective Divisions will be made aware that the new technology is available to assist them in any investigation in which the digital extraction of evidence from cellphones is needed. The devices will be utilized in investigations as needed, and documentation of each use will be kept as to when the devices were used, and if there was eventual successful prosecution of suspects in court.

Describe your formal, working sustainability plan for the project and how it will result in permanent operational funding (not GCC funding) once this grant ends.

Once the UFED Touch 2 devices have been purchased, and assigned to the Investigations Units here at the Rowan County Sheriff's Office, the general upkeep will be the responsibility of the Detectives who are certified to operate the devices. Each year, on the anniversary date of the original purchase, there will be a yearly renewal rate on the software that will also incorporate a maintenance agreement for each device. This yearly renewal fee will be $4,300 for each device. This will allow each device to be constantly updated with the latest information via a software upgrade. The cost of this yearly renewal will be put into the RCSO yearly budget for each fiscal year. The cost will be paid by Rowan County to successfully maintain device.

## Goals

Goal 1 - To obtain advanced technology to allow Detectives and Deputies with the RCSO to extract digital data from cellphones and smart phones that potential suspects possess. Being able to extract the information in the field after building a rapport with a potential suspect would be the ideal situation, but this technology can also be used after a cellphone is seized via the use of a search warrant. This technology could prevent crucial evidence from being lost by the push of a button.

## Objectives

| Objective 1 | Performance Measure | Evaluation Method |
|---|---|---|
| To provide RCSO Deputies and Detectives with advanced technology, that they currently do not possess, that will allow them to extract cellphone data in the field before it can be deleted by a potential suspect. With cellphones being owned by almost 95% of Americans, these personal cellphones can be filled with valuable evidence that could allow investigators to consensually gain evidence that could lead to a quick resolution in an investigation and possible arrest(s). | Once this advanced technology has been purchased, it will be placed with Detectives for use whenever it is needed. The supervisors for the Criminal Investigation Unit and the Special Investigators Unit will keep a log detailing information about any investigation that this new equipment is used in. Information will be recorded as to the type of case, # of cellphones analyzed for information & if pertinent case information was located, number of arrests in the case, and final disposition. | Once a year's worth of the performance measures are collected, this will be reviewed by the RCSO Command Staff to evaluate the effectiveness of the equipment. Records will be recorded as to how many times the equipment was used, how many times the equipment was successful in extracting important case information. It will also be noted if the equipment was used with suspect consent, and how many times it was used after obtaining a search warrant. Notes will be made if any improvements are needed |

## Budget Summary

This project requires a match of **0%**. This can be either cash match or in-kind match. If your have not met the required match, you can change the match contributions by clicking the link next to each budget line. Matching funds may include local, state or private funds, but not other federal funds.

| Category | Year 1 | Total |
|---|---|---|
| EQUIPMENT | $24,250.00 | $24,250.00 |
| SUPPLIES | $250.00 | $250.00 |
| Total Budget | $24,500.00 | **$24,500.00** |
| (-)Match Funds | $0.00 | **$0.00** |

| Category | Year 1 | Total |
|---|---|---|
| TOTAL FEDERAL REQUEST | $24,500.00 | **$24,500.00** |

Describe amount & source of matching funds.
Matching funds may include local, state or private funds, but not other federal funds. There is no matching funds required for this grant per the instructions provided by the NC Governor's Crime Commission.

Do you need to request for match waiver? If yes, state the reasons below. Else leave the field blank.
Please note: A request for match waiver does not guarantee the waiver will be granted. There is no matching funds required for this grant per the instructions provided by the NC Governor's Crime Commission.

Indirect Costs Direct (Allocated) Costs Only.

### Budget Details

| Description | Quantity | Unit Cost | Total | Cash Match | Federal Share |
|---|---|---|---|---|---|
| UFED Touch 2 Ultimate Kit (Rugged) for Law Enforcement | 2.00 | $12,125.00 | $24,250.00 | $0.00 | $24,250.00 |
| Supporting supplies for UFED Touch 2 Kits | 2.00 | $125.00 | $250.00 | $0.00 | $250.00 |

### Certification

**A. Certification of Non-Supplanting**

☑ The applicant hereby certifies that federal funds will not be used to supplant or replace State or local funds, but will instead be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for project activities.

B. Certification of Filing an Equal Employment Opportunity Program

○ The project director certifies that the applicant/grantee has formulated an Equal Opportunity Program, which is dated in accordance with the Amended Equal Employment Opportunity Guidelines (28 C.F.R. 42.301, et seq.) and that it is on file in the office of:

◉ The project director certifies that the Amended Equal Employment Guidelines (28 C.F.R. 42.301, et seq.) have been read and that no Equal Employment Opportunity Program is required to be filed by the implementing agency because:

Please check all the boxes that apply.

- ☐ Recipient has less than 50 employees
- ☐ Recipient is an Indian tribe
- ☐ Recipient is a non-profit organization
- ☐ Recipient is an educational institution
- ☐ Recipient is a medical institution
- ☑ Recipient is receiving an award less than $25,000

C. Certification of Submission of Annual Audit:

☑ The financial officer certifies that a copy of the annual audit will be submitted to the Office of the State Auditor and the Governor’s Crime Commission, as required by General Statute 143C-6-23. NOTE: If you receive, expend, or obligate over $750,000 in State and Federal pass-through grants funds received directly from a State agency, then you must file a “yellow book” audit, done by a CPA, with your funding agencies and with the Office of State Budget and Management.

D. Certification of Submission of Current Annual Operating Budget:

☑ The project director certifies that a copy of the implementing agency’s current annual operating budget will be submitted upon request.

E. Certification that Applicant is Eligible to Receive Federal Funds:

- [x] The project director certifies that neither the grant applicant nor any of its officers, directors or consultants are presently debarred, proposed for debarment, suspended, declared ineligible or voluntarily excluded from receiving federal funds. [If the director cannot make this certification, an explanation must be attached. If this certification cannot be provided, the applicant will not necessarily be denied participation in this program. The certification or explanation will be considered in connection with the determination by the Governor's Crime Commission as to whether or not to approve the application. However, if neither the certification nor an explanation is provided, the application will be rejected.]

F. Certification Regarding Lobbying:(for agencies receiving $100,000 or more)

- [x] The project director certifies that (1) no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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 agreement; (2) If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant, the project director shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

G. Drug Free Workplace Compliance: (for state agencies only)

- [ ] The project director certifies that (1) a drug-free workplace awareness program was held on and/or will be held annually on which all grant project employees are required to attend; (2) a copy of the agenda of that program, including an attendance sheet signed by all employees, will be provided to the Governor's Crime Commission; (3) a statement will be published notifying employees that any unlawful involvement with a controlled substance is prohibited in the grantees workplace and that specific actions will be taken against employees who violate this rule; (4) all employees will receive a copy of this notice; (5) all employees must agree to abide by the statement and to notify the applicant of any criminal drug statute conviction for a violation occurring in the workplace within 5 days of the conviction; (6) within 10 days of receiving such notice, the applicant will inform the Governor's Crime Commission of an employee's conviction; (7) any employee so convicted will be disciplined or required to complete a drug abuse treatment program; and (8) the applicant will make a good faith effort to maintain a drug-free workplace, in accordance with the requirements of Sections 5153 and 5154 of the Anti-Drug Abuse Act of 1988 and Sections 8103 and 8104 of Title 41 of the United States Code.

H. Certification of Compliance with General Statute 114-10.01: (for law enforcement agencies only)

- [x] The project director certifies that the implementing agency is presently in compliance and will remain in compliance with the traffic stop reporting provisions of General Statute 114-10.01 for the duration of the funded project. An agency may be in compliance with the reporting provisions of General Statute 114-10.01 where traffic stops are reported to the Division of Criminal Information, North Carolina Department of Justice, or where the agency does not meet any of the statutory criteria requiring the reporting of stops. A listing of law enforcement agencies currently required to report traffic stop information may be found at http://www.ncdoj.gov/AgenciesRequiredList.aspx.

I. IRS Form 990 and IRS Form 990-EZ:

- [ ] The project director certifies that the most recently-filed IRS Form 990 (“Return of Organization Exempt From Income Tax”) or IRS Form 990-EZ (“Short Form Return of Organization Exempt from Income Tax”) for the implementing agency has been uploaded with this project application as one or more pdf (Portable Document Format) attachments.

The project director certifies that neither an IRS Form 990 nor an IRS Form 990-EZ has been uploaded with this project application for the following reason:

- [ ] The implementing agency is not a nonprofit organization.
- [ ] The implementing agency is a nonprofit organization that is exempt from the requirement to file an IRS Form 990 or an IRS Form 990-EZ.
- [ ] The implementing agency is a nonprofit organization that is not exempt from the requirement to file an IRS Form 990 or an IRS Form 990-EZ and that has not to-date filed an IRS Form 990 or an IRS Form 990-EZ.

J. Funding of Salaried Positions

- [x] The financial officer certifies that no staff are funded more than 100% salaried effort across all funding sources including, but not limited to, funding provided by the Governor’s Crime Commission.

## Attachments

+ DOCUMENT

| File Name | Description | |
|---|---|---|
| 32022-Certifications-regarding-Lobbying-Debarment-Suspension.pdf | Certification Regarding Lobbying, Debarment, Suspension | RENAME |
| Civil Rights Compliance Self Certification for GCC Grantees.pdf | Civil Rights Compliance Self-Certification for GCC Grantees | RENAME |
| CORRECTED doc 2 of 3 105-Confidentiality-Assurance-Form.pdf | Confidentiality Assurance | RENAME |
| Employment-Eligibility-Verification-Form-Rev.-1.14.21.pdf | Employment Eligibility Verification | RENAME |
| NC GCC Civil Rights Compliance Checklist.pdf | NC GCC Civil Rights Compliance Checklist | RENAME |
| State Grant Certification- No Overdue Tax Debts.pdf | State Grant Certification- No Overdue Tax Debts Form | RENAME |

**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:** | Grants Administration/Govt Relations, Sheriff's Office |
| **DATE:** | June 19, 2023 |
| **SUBJECT:** | GRANT APPLICATION: Approve AKC Reunite "Adopt a K-9 Cop" Grant Application for Sheriff's Office |

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AKC Reunite is a 501(c)3 non-profit that provides pet microchip and recovery service as well as various giving programs to support working dogs in the commmunity. The "Adopt a K-9 Cop" grant program offers matching funds to local American Kennel Club (AKC) clubs to support and help fund K-9 officer programs. AKC Reunite will match funds raised by local AKC clubs 3:1, up to $7,500 which can be used to purchase or replace K-9 officers. The Salisbury North Carolina Kennel Club is the sponsoring local AKC club.

**Recommendation**:
Approve the Sheriff's Office to apply for funding from AKC Reunite's "Adopt a K-9 Cop" grant program.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Adopt a K-9 Cop - AKC Reunite Grant Application | 6/19/2023 | Cover Memo |

# AKC REUNITE ADOPT A K-9 COP MATCHING GRANT GUIDELINES AND APPLICATION

## AKC REUNITE ADOPT A K-9 COP MATCHING GRANT PROGRAM

AKC Reunite is working with AKC Clubs to donate K-9 police dogs to police departments around the United States. Many police department K-9 units are suffering budget cuts and they are unable to solicit money due to town and municipality codes. The donations from AKC Reunite and AKC Clubs allow the police department's need for a new K-9 to become a reality. AKC Reunite will match the funds raised by AKC Clubs three to one, not exceeding $7,500. A maximum of one grant per department and a total of 250 grants will be awarded in 2023.

## APPLICATION OVERVIEW:

- Applicant must be a qualified Police Department
- Applicant must work with an American Kennel Club ("AKC") member or licensed club(s) to raise funds for the K-9.
- Applicant must agree to display the AKC Reunite logo on the K9 unit vehicle(s).
- Applicant must not have previously been awarded a grant through AKC Reunite in the same year.
- AKC Reunite's contribution shall not exceed the lesser of 75% of the total cost or $7,500.

## APPLICATION INSTRUCTIONS:

- Applications must be in writing on the designated form or in the approximate format provided. Do not remove or omit any of the application's questions. If a question is not applicable to your organization, please answer with N/A.
- To apply, submit the following application in a hard-copy format (Sections A, B, C D and E) Emailed versions are acceptable in portable document format (PDF) form only. Do not fax the grant application.
- Retain one copy of the application for your records. Multiple copies, videotapes or other attachments will not be accepted.
- Do not bind the application with staples or folders or put into binders, as we must be able to separate and copy the application. Paper clips and binder clips are permitted.
- You will be contacted by telephone or email if there are any discrepancies or concerns regarding the application.
- Applicants will receive a Grant Follow Up email from AKC REUNITE annually.

**Applications can be sent to:**

**Megan Trierweiler – Grant Administrator**
**AKC Reunite**
**8051 Arco Corporate Drive, Suite 200**
**Raleigh, NC 27617**
**relief@akcreunite.org** **phone: 919-816-3980** **fax: 919-816-3828**

# AKC REUNITE
# ADOPT A K-9 COP
# MATCHING GRANT
# GUIDELINES AND APPLICATION

*Please type or print clearly. Please complete all sections. If a section is not applicable to your organization, answer with N/A.*

**Section A: GENERAL INFORMATION**

1. Date of Application: June 14, 2023

2. Department Name: Rowan County Sheriff's Office

3. Mailing Address: 232 N. Main St Salisbury NC 28144

   Web Site: https://www.rowancountync.gov/

   Email: David.earnhardt2@rowancountync.gov Phone Number: 704-216-8700

4. Department Leader: Travis Allen

   Title: Sheriff

   Email: travis.allen@rowancountync.gov Phone Number: 704-216-8700

5. Primary Grant Application Contact Person (if other than above):

   Name: David Earnhardt Title: Captain

   Mailing Address:

   Same

   Email: david.earnhardt2@rowancountync.gov Phone Number:704-216-8741

6. Federal Tax ID# (EIN): 56-6000336

7. Tax-exempt status: Local Goverment

8. Has your department received any previous support from The American Kennel Club or AKC Reunite? List the specific year(s) and please explain. NO

9. Territory or area served: Areas within Rowan County with a population of 149645 residents. Coverage of 524 square miles.

## Section B: SPONSORING CLUB INFORMATION

1. Sponsoring AKC Club(s):

   Salisbury North Carolina Kennel Club

2. Primary Club Grant Contact:

   Bob Busby

   Mailing Address:

   Email: didiok9@aol.com  Phone Number: 704-904-4214

## Section C: K-9 PROGRAM DESCRIPTION

1. Please describe the department's K-9 Officer program: We currently have two Malinois, three Labrador Retrievers, and one Golden Doodle. All are certified either single or dual-purpose Patrol K9's. We are looking at placing a Search and Rescue Bloodhound in the unit along with replacing a dual-purpose open K9 position on a patrol squad.

2. What is your target price for a K-9? Current quoted price for a Search and Rescue Bloodhound is $7,900.00. A dual-purpose Shepherd or Malinois is quoted at $11,500.00 Both prices include handler training.

## Section D: CERTIFICATION

All of the statements I have made in this application are true and accurate.

Signature: Travis Allen

Name: Travis Allen

Title: Sheriff

Organization: Rowan County Sheriff's Office

Date: Jun 15, 2023

## Section E: ATTACHMENTS

Please include the following documentation/confirmation with your application:

Completed W-9 NA

Proof of 501(c)(3) status, if applicable. NA

Agreement to display the AKC Reunite logo on the K9 unit vehicle(s). Yes

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Ann Kitalong-Will, Director, Grants Admin/Gov't Relations |
| **DATE:** | 6/20/23 |
| **SUBJECT:** | DIRECTED GRANT AGREEMENT: SFRF Agreement From DEQ SL 2022-74 |

---

Rowan County was approved for funding through S.L. 2022-74 from the American Rescue Plan Act (ARPA) State Fiscal Recovery Fund (SFRF) to be administered through the NC Department of Environmental Quality, Division of Water Infrastructure. The Board approved the project, "Lead Remediation for NE Rowan Water System," on May 1, 2023, Consent Agenda Item Z.

Funding is in the amount of $1,900,000, and must be fully spent by December 31, 2026.

**Recommendation**:

- Adopt the Resolution to accept the funds for DEQ Project No. SRP-D-ARP-0178
- Authorize the County Manager to execute the Funding Offer and Acceptance Documents

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Award Notification Letter | 6/20/2023 | Exhibit |
| Funding Offer and Acceptance | 6/20/2023 | Exhibit |
| Resolution to Accept Funding | 6/20/2023 | Resolution Letter |
| Sales Tax Reimbursement Certification | 6/20/2023 | Exhibit |

DocuSign Envelope ID: 2AB4B63D-F307-4B9B-B437-81811F1511A7

ROY COOPER
*Governor*
ELIZABETH S. BISER
*Secretary*
SHADI ESKAF
*Director*

NORTH CAROLINA
*Environmental Quality*

June 2, 2023

Mr. Aaron Church, County Manager
Rowan County
130 West Innes Street
Salisbury, NC 28144

SUBJECT: Offer & Acceptance for ARP Funding
Project No. SRP-D-ARP-0178
Lead Remediation for NE Rowan Water System
American Rescue Plan – Earmark
Salisbury, NC

Dear Mr. Church:

Rowan County has been approved for an American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund in the amount of **$1,900,000**. Projects funded from the State Fiscal Recovery Funds established in S.L. 2021-180/S.L. 2022-74 must meet applicable federal law and guidance for the ARP funds. Accordingly, enclosed are two (2) copies of an offer-and-acceptance document, extending ARP funding in the amount of $1,900,000. This offer is made by the Division of Water Infrastructure (DWI), subject to the assurances and conditions set forth in the enclosed offer-and-acceptance document. Funds will not be disbursed unless this offer is accepted.

Upon your acceptance, please submit the following items to Pam Whitley, Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633 or via email at pam.whitley@ncdenr.gov:

1. A resolution (sample copy attached), adopted by the governing body, accepting the offer, and making the applicable assurances contained therein;

2. One (1) copy of the original offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances" for ARP Projects. **Please retain the second copy for your files.**

3. Federal Identification Number and Unique Entity ID # of the Recipient (Memo attached)

4. Sales Tax Certification (attached)

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Once construction of the subject project has commenced, the enclosed "reimbursement request form" must be completed and submitted with all reimbursement requests. You are free to reproduce this form should additional copies be needed.

In addition, a memorandum requesting your federal identification number has been included with this offer of funding. You must complete and submit this form no later than the time when you choose to submit your first request for reimbursement. Reimbursement requests should be sent to DWI Finance Accountants at the address noted or emailed to dwi.businessoffice@ncdenr.gov.

On behalf of the Department of Environmental Quality, I am pleased to extend this offer of ARP funds, made available by the North Carolina Fiscal Recovery Fund. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this letter, please contact Mark Hubbard, DWI's Grant Management Unit Supervisor, at 919.707.9162.

Sincerely,

DocuSigned by:

Shadi Eskaf

Shadi Eskaf, Director
Division of Water Infrastructure, NCDEQ

Enclosures: Offer-and-Acceptance Document (2 copies)
Resolution by Applicant's Governing Body to Accept an Offer of Funding
Fed ID/Unique Entity ID No. Request Memo
Sales-Tax Certification Form
Reimbursement Request Form

CC: Brian Crutchfield, PE, Timmons Group, Charlotte
Ann Kitalong-Will, Rowand County, Salisbury
Kavitha Ambikadevi, PE (DWI, via email)
David Giachini, PE (DWI, via e-mail)
Mark Hubbard, P.E. (DWI, via e-mail)
Pam Whitley
FILE: ARP Project File (COM_LOX)

North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

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# STATE OF NORTH CAROLINA
# DEPARTMENT OF ENVIRONMENTAL QUALITY
# DIVISION OF WATER INFRASTRUCTURE

## Funding Offer and Acceptance

**Legal Name and Address of Award Recipient**

Rowan County
130 West Innes Street
Salisbury, NC 28144

**Project Number:** SRP-D-ARP-0178

**Assistance Listing Number:** 21.027
**Unique Entity ID Number:** GCB7UCV96NW6

**Funding Program**

| | | Additional Amount for Funding Increases | Previous Total | Total Offered |
|---|---|---|---|---|
| **Drinking Water** | ☒ | | | |
| **Wastewater** | ☐ | | | |
| State Revolving Fund (SRF) | ☐ | | | |
| State Reserve Loan (SRP) | ☐ | | | |
| State Reserve Grant (SRP) | ☐ | | | |
| State Grant Appropriation (SAP) | ☐ | | | |
| American Rescue Plan Act (ARPA) | ☒ | | | $1,900,000 |

**Project Description:**

Lead Remediation for NE Rowan Water System

**Total Financial Assistance Offer:** $1,900,000
**Total Project Cost:** $1,900,000
**Estimated Closing Fee*:** $0.0
*For Loans*
**Principal Forgiveness:** $0

**Estimated closing fee calculated based on grant and loan amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Shadi Eskaf, Director, Division of Water Infrastructure**
**North Carolina Department of Environmental Quality**

DocuSigned by:
Shadi Eskaf
E30AA072077B4C5...
Signature

6/2/2023
Date

**On Behalf of:** Rowan County
**Name of Representative in Resolution:**
**Title (Type or Print):**

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature

Date

**APPLICABLE STANDARD CONDITIONS**
**Project Applicant: Rowan County** **Project Numbers: SRP-D-ARP-0178**

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's Final Rule for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the SLFRF Compliance and Reporting Guidance not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.

2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.

3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.

4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: http://www.sam.gov. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.

5. Projects with a total cost of $10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the SLFRF Compliance and Reporting Guidance specifies.

6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt funding recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.

7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).

8. Funds made available by the ARPA that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

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**ASSURANCES**

**Project Applicant:** **Rowan County** **Project Numbers:** **SRP-D-ARP-0178**

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division. The recipient acknowledges that in the event a milestone contained in the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.

2. The Applicant is responsible for paying for the costs ineligible for ARPA funding.

3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.

4. The Applicant will provide and maintain adequate engineering supervision and inspection.

5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.

6. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.

7. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.

8. Funds must be fully spent (i.e., fully reimbursed to the recipient) by December 31, 2026.

9. The applicant acknowledges that loan funds contained in this Funding Offer require approval from the North Carolina Local Government Commission before they can be disbursed.

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

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

**Rowan County Board of Commissioners**
130 West Innes Street · Salisbury, NC 28144
Telephone 704-216-8180 · Fax 704-216-8195

## RESOLUTION BY ROWAN COUNTY BOARD OF COMMISSIONERS

**WHEREAS,** the County of Rowan has received an earmark for the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2022-74 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

**WHEREAS,** the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of $1,900,000 to perform work detailed in the submitted application, and

**WHEREAS,** the County of Rowan intends to perform said project in accordance with the agreed scope of work,

**THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF ROWAN, NORTH CAROLINA:**

That the County of Rowan does hereby accept the American Rescue Plan Grant offer of $1,900,000.

That the County of Rowan does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That the County Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 17th of July 2023, at Salisbury, North Carolina.

_____
Gregory C. Edds, Chairman

{COUNTY SEAL}

ATTEST:

_____
Sarah Pack, Clerk to the Board

DocuSign Envelope ID: 2AB4B63D-F307-4B9B-B437-81811F1511A7

# SALES-TAX REIMBURSEMENT CERTIFICATION FORM

(FOR FUNDING PROGRAMS IN THE DIVISION OF WATER INFRASTRUCTURE)

Applicant:_____

Project Number:_____

☐ Check If Applicant is not a unit of government under North Carolina law

***If Applicant noted above is a Unit of Government in North Carolina, check the applicable box below.***

Sales Tax **IS** deducted in this scenario. Please show this on the disbursement requests.

☐ The construction contract was bid with sales taxes and the unit of government will request reimbursement from the DOR.

Sales Tax **IS NOT** deducted in either of these scenarios.

☐ The construction contract was bid with sales taxes and the unit of government will not request reimbursement from the DOR.

☐ The construction contract was bid without sales taxes

_____

(Printed Name and Title of Authorized Representative)

_____

(Signature of Authorized Representative)

_____

(Date)

Submit to: NC Dept. of Environment & Natural Resources
Division of Water Infrastructure
Pam Whitley, Project Management Branch
1633 Mail Service Center
Raleigh, NC 27699-1633

**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:** | 6/22/2022 |
| **SUBJECT:** | Approve Sale of Ground Leased Hangar T13 |

---

Tony Therrell has requested Board of Comissioners approval of the sale and lease transfer of Hangar T13 to Matthew Weaver. The Assignment and Amendment Hangar Ground Lease With Right of First Refusal to Lessor form provided for review.

Approve for the Chairman to sign the lease assignment.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| T13 Assignment and Amendment | 6/23/2023 | Exhibit |

MID CAROLINA REGIONAL AIRPORT
Be an original.

3670 Airport Loop · Salisbury, NC 28147
Phone 704-216-7749 · Fax: 704-216-7977

# ASSIGNMENT AND AMENDMENT

# HANGAR GROUND LEASE

# WITH RIGHT OF FIRST REFUSAL TO LESSOR

Name of Assignee: Matthew Weaver

Mailing Address: Upward Aviation LLC PO BOX 120

City: WOODLEAF State: NC Zip: 27054

Telephone Number(s): 704-798-2363

Email address: matthew@myshedrental.com

Aircraft Information:

N-Number: N34DG Year:2008 Make: Eclipse Aviation Corp Model: EA500

Registered Owner: Upward Aviation LLC

This Assignment and Amendment Agreement ("Agreement ") is made the 23rd day of June, 2023, by and among **TONY THERRELL SR.** (hereinafter referred to as the "Assignor", and Rowan County, a body politic (hereinafter referred to as the "Lessor"), and **MATTHEW WEAVER** (Hereinafter referred to as the "Assignee").

**WITNESSETH**

WHEREAS, on or about the 23rd day of June, 2023, Assignor succeeded to the rights, duties and obligations under that certain Lease agreement (hereinafter referred to the as the "Original Lease" dated the 19th day of December, 2003 in which Rowan County as Lessor herein leased to Assignor Hangar T13 located at the Mid-Carolina Regional Airport (formerly Rowan County Airport).

WHEREAS, Assignor desires to assign, and Assignee desires to acquire Assignor's interest in and to, the original lease; and

WHEREAS, the among other things, the parties agree:

1. The Lease may not be further assigned without the Lessor's prior written consent.
2. The Original Lease period is the useful economic life from date signed. The term "useful, economic life" is specifically defined as forty (40) years. As such when the original lease term ends the ownership of the hangar reverts to Rowan County.

3. The Original Lease refers to the Airport under the name of Rowan County Airport. The Airport is now named Mid-Carolina Regional. The name change in no way invalidates the Original Lease.

4. As detailed in the Original Lease, section 8. Use of Leased Premises, the Assignee shall utilize the hangar primarily for aircraft storage and aircraft related activity such as repair on an aircraft owned or leased by the Assignee. Business related activity must be approved in the form of a Specialized Aviation Service Operator Agreement (SASO) by the Rowan County Board of Commissioners (BOC). Subleasing, including aircraft management of aircraft not owned or leased by the Assignee, is prohibited without written permission in the form of a limited duration Temporary Use Permit (application provided by airport staff). The County is exercising its proprietary exclusive right for the provision of Fixed Base Operator (FBO) services to include commercial aviation fuels, passenger and crew services and aircraft storage including leasing and subleasing of hangars. The County is no longer involved in the sale of aircraft, parts or repairs to aircraft or chartering or renting of aircraft.

5. As detailed in the Original Lease, section 12. Sale and Assignment, the Assignee shall have the right to sell or assign the hangar; provided, however, Lessor retains the unqualified right to verify ownership and no default prior to approval of amendment and assignment of the Ground Lease and such approval is a condition any proposed Assignment or Sale of the hangar. Rowan County remains Lessor and a reassignment must be approved by the BOC.

6. **Grant of Right of First Refusal. In the event the Assignee, or the Assignees legal representative, proposes to sell the hangar to any third party or entity upon a valid written offer or contract, Rowan County shall have the first right of refusal to purchase said hangar upon those same terms and conditions. Assignee or Assignee's legal representative shall provide written notice and a copy of the executed offer to Rowan County and Rowan County shall have thirty (30) days to exercise said right granted herein.**

NOW, THEREFORE, in consideration of the sum of seventy ($70,000) thousand dollars paid by Assignee to Assignor, the receipt of which is hereby acknowledged, and of other good and valuable consideration, the parties covenant and agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee, as of this date all of Assignor's rights, title, and interest in and to the Lease, together with all rights to Personal Property contained therein or thereon.

2. Assignee assumes the Lease as of the same date and agrees to perform and observe all covenants and conditions therein contained on Assignor's part to be preformed and observer, which shall accrue from and after that date.

3. Lessor consents to the aforesaid assignment of the Lease by Assignor to the Assignee, upon the express condition that no further assignment of the Lease shall hereafter be made without prior written consent of the Lessor.

4. Assignor shall remain liable for the performance and observance of the covenants and conditions contained in the Lease on its part to be preformed and observed prior to formal approval of the Lessor. As between Assignor and Assignee, Assignee's liability under the Lease shall be primary, and Assignee shall hold Assignor harmless form all further liability thereunder. In the event of default by Assignee which is not timely cured as required by the Lease, Assignor shall have the right to cure said default.

5. This agreement shall be binding upon an inure to the benefit of the parties hereto and their respective executors, legal representative, successors, and assigns and may not be changed, modified, discharged, or terminated orally or in any other manner than by agreement in writing signed by the parties hereto.

By signing below Assignee acknowledges and agrees that it has received or reviewed the Original Lease, Airport Rules and Regulations and Hangar Policies and Procedures and acknowledges that failure to comply with them constitutes an Event of Default hereunder and grounds for termination of the Lease.

This the 23rd day of June, 2023

ASSIGNOR:

Name: TONY THERRELL SR.

Signature: Tony Therrell Sr.

ASSIGNEE:

Name: MATTHEW WEAVER

Signature: _____

LESSOR:
MID-CAROLINA REGIONAL AIRPORT

By: _____

Chairman Board of Commissioners

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

**FROM:** Jason Owens, Chief Deputy
**DATE:** 7/17/23
**SUBJECT:** Notification of LESO Program Participation

---

Please see the attached notification of the Sheriff's Office participation in the LESO Program.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Notification Letter | 6/23/2023 | Cover Memo |

# ROWAN COUNTY SHERIFF'S OFFICE
## Travis Allen, SHERIFF

**232 NORTH MAIN STREET, SALISBURY, NORTH CAROLINA 28144**
**TELEPHONE: 704-216-8700 FAX: 704-216-8674**


To: Rowan County Board of Commissioners

From: Jason Owens, Chief Deputy, Rowan County Sheriff's Office

Re: LESO Program (Law Enforcement Support Office)

Date: June 22nd 2023

The Rowan County Sheriff's Office is making notification to the Board of Commissioners of its intent to request controlled property from the Federal Government as part of the LESO program. The Sheriff's Office was part of this program, but our account became inactive several years ago. This program loans property to the Sheriff's Office at no cost from the Department of Defense (DOD).

Property we would be requesting shall include but are not limited to 5 ton high clearance vehicles, DSS Shelters, light towers, flatbed trailers, four wheelers, bomb robot, box trucks, pickup trucks, connex containers, armored vehicles, box trailers, tactical vehicles, command and control vehicles, specialized firearms/ammunition, tents, explosives/pyrotechnics (flash bangs), breaching apparatus, riot/crowd control equipment, ATV's, boats, night vision equipment, unmanned aerial vehicles, generators, manned aircraft rotary wing, ballistic equipment, and any other items DOD as to offer that would benefit the Sheriff's Office.

Several cities within our County are part of this program. They include but are not limited to Kannapolis Police, Rockwell Police, Spencer Police, Granite Quarry Police, Cleveland Police, and East Spencer Police.

This does not mean the Sheriff's Office would be getting any or all these items. This is a generic list of items that are available or could be transferred to the Sheriff's Office from another agency through DOD if we requested.

There is no action that the BOC needs to make on this matter, this notification was required to be considered for this program.


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**TELEPHONE: 704-216-8180 * FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Director of Purchasing/Contract Administration |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Amendment #1 - Family Closet & Consignment Shop Lease |

---

Rowan County entered into a lease agreement with The Family Closet & Consignment Shop beginning November 1, 2014.

Annette Parker with The Family Closet & Consignment wishes to exercise the option of a one-year renewal for an approximately 2880 square feet area located at 1935 Jake Alexander Boulevard, Salisbury, Rowan County.

Tenant agrees to pay to Landlord the sum of $800 per Month, payable monthly on or before the first day of each calendar month. Tenant is current with all paytmens and we have a current COI on file.

Board of Commissioners to authorize Director of Purchasing/Contract Administration to notify The Fmily Closet & Consignment Shop of acceptance of lease extension.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Original Lease | 6/26/2023 | Cover Memo |
| Lease | 6/30/2023 | Cover Memo |

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF ROWAN

THIS LEASE AGREEMENT, made this the 1st day of October, 2014, by and between Rowan County, hereinafter called Landlord, and Annette Parker, of The Family Closet 2 Consignment Shop hereinafter called Tenant:

WITNESSETH:

Subject to the terms and conditions and mutual promises hereinafter set forth, the Landlord hereby demises and lets and the Tenant hereby rents from said Landlord the following described premises located in Salisbury, Rowan County, North Carolina:

C6

WEST END PLAZA – Approximately 2880 square feet

TO HAVE AND TO HOLD the same and the privileges and appurtenances thereunto in any wise pertaining to the said Tenant and to be used by Tenant for the purpose of operating an Consignment, and for such purposes as are usual and customary in the conduct of such business and for no other purpose or purposes for the term of 1 year (plus the fractional portion, if any, of the month during which the lease commences).

1. Commencement Date. The lease term hereof shall begin and rent shall commence to accrue November 1, 2014 until October 31, 2015.

2. Rental: 800.00 Deposit, 800/month with 1 month free for setup and utilities transferred

(a) Minimum Rent. Tenant agrees to pay to Landlord the sum of 800.00 ($ 800.00 ) Dollars per month, payable monthly on or before the first day of each calendar month.

(b) Late Payments and Interest. If Tenant shall fail to pay, when the same is payable, any charges or payments required to be paid by Tenant hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of 18% per annum (but no less than $50.00, to cover Landlord's administrative expenses), and Tenant shall reimburse Landlord for reasonable attorney's fees, if any, incurred by Landlord by reason of default by Tenant.

3. Taxes and Licenses. The Tenant shall obtain its' annual business license from the City of Salisbury, and file an annual business personal property tax listing with the Rowan County Tax Office.

4. Care of Premises. The Tenant shall take good care of the premises hereby leased or demised and the appurtenances thereof, and at the end or other expiration of the term of this lease shall deliver up said premises in good order and condition, ordinary wear and tear excepted. If Tenant should fail to deliver up said premises in good order and condition, Landlord may have necessary work performed to render the premises in good order and condition, and Tenant agrees to compensate Landlord for such service.

such alterations, additions or improvements or to require Tenant to restore the premises to their condition prior to said alterations, additions or improvements.

6. Compliance with Laws, Rules and Regulations. The Tenant, at its own cost and expense, shall comply with all rules, regulations and requirements of the State and City Government or of the Government of the United States, or any of the departments or bureaus thereof, applicable to the leased or demised premises for the prevention or abatement of nuisances or other matters arising out of the manner of the occupancy of said premises during the said term, and the said Tenant shall moreover comply with all reasonable rules and regulations of the Landlord with respect to the management and use of said premises. As may be necessary from time to time, Landlord may provide written rules and regulations regarding parking.

7. Inspection. The Tenant agrees that the Landlord and its agents or other representative shall have the right to enter upon the premises hereby leased or demised, or any part thereof, at all reasonable hours for the purpose of examining the same.

8. Common Expenses & Facilities. Landlord shall at all times during the term of this lease maintain in good condition and repair the parking areas, driveways and footwalks in the Plaza. These and other common areas, facilities and improvements for the benefit of the Plaza shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to change the area, level, location and arrangement of the common facilities, to restrict parking by tenants and their employees to employee parking areas, and to make all rules and regulations and do such other things from time to time as in Landlord's discretion may be necessary regarding said facilities.

9. Continuation of Business. In the event that Tenant should discontinue its business in the demised premises for more than sixty days, unless said discontinuance is pursuant to Tenant's bona fide program of remodeling or other improvement of the premises for continuing its business therein, then Landlord shall have the option to sub-let the premises as agent of Tenant upon reasonable terms and conditions, provided, however, that rent received from any sub-tenant shall be credited against the obligation of the Tenant under this lease agreement.

10. Glass Breakage. It is specifically understood and agreed that Tenant shall be responsible for all glass breakage except such breakage as may be covered under the fire and extended coverage insurance policy or policies carried by Landlord.

11. Indemnity. Tenant shall hold Landlord harmless from all damages arising out of any damage to any person or property occurring in, on, or about the demised premises, including loading and unloading and sidewalk areas, except that Tenant shall not be liable for damage resulting from Landlord's gross negligence or willful misconduct. A party's obligation under this paragraph shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the other party.

12. Insurance. Tenant at its cost shall maintain public liability and property damage insurance with liability limits of not less than $500,000 per person and $1,000,000 per occurrence, and property damage limits of not less than $100,000 per occurrence, with an aggregate coverage of $200,000 insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises.

Tenant shall at all times maintain insurance coverage on its merchandise, inventory and all business personal property in the amount of at least Twenty-Five Thousand and 00/100 ($25,000.00) Dollars.

If during the term of this Lease the demised premises are used by the Tenant for any purpose or in any manner that causes an increase in the rates of Landlord's all risk and/or public liability insurance, the Tenant will pay the additional premium caused thereby. Tenant will provide and pay for all insurance on its own contents, improvements, alterations, and fixtures in the demised premises. This shall be payable on a monthly basis as specified in Article 8.

13. Waiver of Subrogation. The parties release each other and their respective authorized representatives from any claims for damage to any person or to the premises and the building and other improvements in which the premises are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the premises and the building and other improvements in which the premises are located that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage.

Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this lease.

14. Other Insurance Matters. All the insurance required of Tenant under this lease shall contain an endorsement requiring thirty days' written notice from the insurance company to both parties and Landlord's lender, if any, before cancellation or change in the coverage, scope or amount of any policy. All such insurance shall name Landlord as an additional insured. A certificate of the policy, together with evidence of payment of premiums, shall be deposited with the Landlord at the commencement of the term, and on renewal of the policy not less than five days before expiration of the term of the policy.

15. Destruction by Fire or Casualty. If, during the term, the premises or the building and other improvements in which the premises are located are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, Landlord shall restore the premises or the building and other improvements in which the premises are located to substantially the same condition as they were in immediately before destruction, if the restoration can be made under the existing laws and can be completed within 180 working days after the date of the destruction; provided, however, Landlord shall not be obligated to restore Tenant's fixtures, personal property, or improvements or alterations made by Tenant. Such destruction shall not terminate this lease.

If the restoration cannot be made in the time stated above, then within fifteen days after the Landlord notifies Tenant that the restoration cannot be made in the said stated time, Tenant may terminate this lease immediately by giving written notice to Landlord. If Tenant fails to terminate this lease and if restoration is permitted under the existing laws, Landlord, at its election, may either terminate this lease or restore the premises or the building and other improvements in which the premises are located within a reasonable time and this lease shall continue in full force and effect. If the

electrical and lighting equipment now or hereafter placed on the leased premises during the term of this lease shall become a part of the leased premises and shall be the property of Landlord, and Tenant shall have no claim whatsoever against said fixtures and equipment.

17. HVAC. For a period of twelve months from the beginning of the lease, the Landlord shall be responsible for the maintenance of the heating, ventilation and air conditioning of the leased area. In the second year of the lease, the Tenant shall be obliged to pay 10% of any costs to repair and maintain the HVAC equipment. For each subsequent year the Tenant leases space, the Tenant shall be responsible for an additional 10% of the cost. Should the Tenant lease for 10 years, the Tenant would be responsible for 100% of the repairs and replacement cost of the HVAC equipment.

18. Delivery and Receiving. Tenant agrees that the receiving and unloading of merchandise shall be conducted in the receiving areas at the rear of the leased premises and that receiving and unloading shall not be handled at the front of the building after 9:00 a.m. except in cases of emergency. Tenant agrees to keep said delivery area clean and free from trash and rubbish at all times.

19. Signs and Exterior Space. Tenant agrees that no signs or other advertising matter shall be painted or attached to the outside walls of the leased premises or otherwise placed on the outside of the leased premises without the written consent of the Landlord. It is specifically agreed that all outside signs and decorations of every kind and nature must first be approved by Landlord before being placed on the leased premises. Use of space outside of the store building, whether under the canopy or elsewhere, shall only be by and with the written consent of the Landlord. No signs shall be attached or posted to the front windows without prior written consent of Landlord. No vending machines shall be permitted outside the store building without prior written consent of Landlord.

20. Trade Fixtures. It is understood and agreed that Tenant may install such fixtures and appliances as may be necessary for the proper conduct of its business and at the expiration of this lease may remove any and all such removable fixtures with the exception of automatic doors, air conditioning, heating, plumbing, electrical and lighting equipment or fixtures, provided that Tenant shall repair any damage caused by such removal.

21. Repairs. During the term of this lease it shall be the duty of the Tenant to make all repairs to the interior of the leased premises, said duty to include responsibility for painting the leased premises. It shall be the duty of Landlord to make any necessary repairs to the outside walls, roof and structural portions of the leased premises except for any such repairs made necessary by the fault, act or negligence of Tenant or its servants, employees, agents, customers or invitees in which case Tenant shall be responsible for said repairs.

22. Quiet Enjoyment. The Landlord hereby agrees that the Tenant, upon paying the rent as hereinbefore stipulated and performing all of the stipulations, agreements, and covenants, shall and may peaceably and quietly have, hold and enjoy said premises during said term, free from the adverse claims of any person, firm or corporation, and the Landlord will pay all taxes and assessments that shall be lawfully levied upon the same except such taxes as those for which the Tenant shall be primarily liable.

become insolvent or be adjudicated bankrupt, or file in any court a petition in bankruptcy or other debtor proceedings, or file or have filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of Tenant; or, if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement for the benefit of creditors; or, if Tenant shall vacate or abandon the demised premises or any substantial part thereof, or suffer the lease to be taken or encumbered under any legal process and such taking or encumbrance is not dissolved within twenty days; then, in any such event, Landlord shall have the right and option to terminate this Lease and shall have the immediate right of re-entry to remove all persons and property from the demised premises and dispose of or store such property as it sees fit, all without resort to legal process and without being deemed guilty of trespass.

Landlord may relet the premise or a portion of the premises for any reasonable use, and Landlord shall be entitled to recover from Tenant an amount equal to the amount of all rents reserved under this Lease, less the net rent, if any, collected by the Landlord on reletting the demised premises. Net rent collected on reletting by the Landlord shall be computed by deducting from the gross rent collected all expenses incurred by the Landlord in connection with the reletting of the premises, including broker's commissions and the cost of repairing, renovating or remodeling said premises. In the event of termination upon Tenant's default, the monthly rent to be paid by the Tenant shall (for the purposes of this section) be deemed to be a sum equal to the average total rent for the immediate preceding six months.

24. Remedies Cumulative - Nonwaiver. No remedy herein or otherwise conferred upon or reserved to Landlord or Tenant shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Lease to Landlord or Tenant may be exercised from time to time as often as occasion may arise, or as may be deemed expedient. No delay or omission of Landlord or Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence thereto.

25. Eminent Domain. If the nature, location or extent of any proposed taking by eminent domain affecting the shopping center is such that the Landlord elects in good faith to demolish all or substantially all of the buildings in the shopping center, then the Landlord may terminate this lease by giving at least six (6) months written notice of termination to the Tenant at any time after such condemnation, and this lease shall terminate on the date specified in such notice. Tenant hereby expressly waives all rights to an award resulting from an eminent domain action affecting the shopping center, except the right to receive compensation or damages for its loss of business and its fixtures or personal property.

26. Subordination. Tenant agrees that this lease shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the demised premises by the Landlord; and Tenant agrees, upon demand, without cost, to execute any instrument as may be required to effectuate such subordination, provided however, as a condition to this subordination provision, the Landlord shall obtain from any such mortgagee an agreement in writing, which shall be delivered to Tenant, providing in substance that, so long as Tenant shall faithfully discharge the obligations on his part to be kept and performed under the terms

27. Restricted Use. Tenant agrees not to lease, rent, occupy, or suffer or permit to be occupied, any part of the demised premises for the purpose of conducting therein or for use as, a food store or a food department or for the sale for only off-premises consumption of groceries, produce, dairy products, meats, or bakery products, or any of them; provided, however, that nothing contained herein shall prevent Tenant from selling such products as an incidental part of its other and principal business so long as the total number of square feet devoted by Tenant to the display for sale of such products does not exceed ten percent of the total number of square feet of building area leased by Tenant in the shopping center, or 500 square feet (including, in either case, one-half of the aisle space adjacent to any display area), whichever is smaller.

28. Confidentiality. Tenant will not divulge, or allow its employees or representatives to divulge, any of the terms or conditions of this lease agreement.

29. Assignment or Sublease. Except as expressly set forth herein, the Tenant shall not assign this agreement nor relet the premises or any part thereof.

Tenant shall not occupy or use or permit or suffer to be occupied or used the premises hereby leased or demised for any business or purpose deemed disreputable in any manner, or extra-hazardous on account of fire. Any levy or sale by way of lawful execution or other legal process or any transfer or sale in bankruptcy or insolvency or under compulsory procedure of law shall be deemed an assignment within the meaning and terms of this lease.

30. Notices. Whenever notice shall be given by either party to the other, notice shall be in writing addressed to the address of the party being notified at the address set forth in this agreement or to such other address as a party may from time to time designate by notice to the other party. Notice may be given by hand delivery, express service, electronic means, or by postage paid certified or registered mail with return receipt requested. Notice given by hand delivery, express service or electronic means shall be deemed to have been given upon receipt by the party being notified. Notice given by certified or registered mail shall be deemed to have been given at the time of receipt or rejection or three (3) days after such notice is first unclaimed.

Lessor: Bowan County Government
130 West Innes Street
Salisbury NC 28144

Lessee: Annette Parker
505 Barber Junction Rd.
Cleveland, NC, 27013
704-245-0191

31. Estoppel Certificate. Within ten days after request therefor by Landlord or any mortgagee or trustee under a mortgage or deed of trust covering the demised premises, or if, upon any sale, assignment or other transfer of the demised premises by Landlord, an estoppel certificate shall be required from Tenant, Tenant shall deliver in recordable form a statement to any proposed mortgagee or other transferee, or to Landlord, certifying any facts that are then true with respect to this Lease Agreement, including without limitation (if such be the case) that this Lease Agreement is in full force and effect, that Tenant is in possession, that Tenant has commenced the payment of rent, and that there are no defenses or offsets to the Lease Agreement claimed by Tenant.

33. Singular and Plural. When required by the context of this lease, the singular shall include the plural.

34. Joint and Several Obligations. If more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.

35. Paragraph Titles. The paragraph titles appearing in this lease are for reference only and shall not be considered a part of this lease or in any way modify, amend or affect the provisions thereof.

36. Complete Agreement and Effect. This written lease contains the complete agreement of the parties with reference to the leasing of the demised premises. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties. It is understood and agreed that the stipulations, agreements and covenants herein contained are binding upon the parties hereto and their respective heirs, successors and permitted assigns.

37. Applicable Law. This lease is executed pursuant to the law of North Carolina, and all interpretations shall be under and pursuant to the laws of North Carolina.

IN TESTIMONY WHEREOF, each of the said parties has caused these presents to be duly signed and executed the day and year set forth herein, this contract being executed in duplicate originals, one of which is retained by each of the parties.

ROWAN COUNTY, Landlord

By: _____
approved by BOC Oct 6.2014

, Tenant

Annette Y Parker (Seal)

Notary page to follow.

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

I, Jessica S. Pearson, a Notary Public of the aforesaid County and State, certify that Annette Parker, of ~~Rowan County~~, personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 26 day of September, 2014.

Jessica S. Pearson
Notary Public

My commission expires: 4-27-16

(Notarial Stamp or Seal)

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

I, Carolyn Barger, ~~a~~ of Rowan County Notary Public of the aforesaid County and State, certify that Aaron Church personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 17th day of October, 2014.

Carolyn Barger
Notary Public

My commission expires: 11-13-2016

(Notarial Stamp or Seal)

CAROLYN BARGER
NOTARY PUBLIC
Rowan County, North Carolina
My Commission Expires 11-13-2016

FAMIL02 OP ID: DF

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2014

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<br>Central Carolina Insurance<br>317 Jake Alexander Blvd. S.<br>P O Box 4078<br>Salisbury, NC 28145-4078<br>Will Harrell | CONTACT NAME: Will Harrell<br>PHONE (A/C, No, Ext): 704-636-5311 FAX (A/C, No): 704-636-7141<br>E-MAIL ADDRESS: harrellw@centralcarolina.com |
| INSURED<br>The Family Closet 2,<br>Annette Parker DBA<br>1935 Jake Alexander Blvd<br>Salisbury, NC 28147 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Auto Owners Insurance Co. — 18988<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>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 | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | | | 35185652 | 10/17/2014 | 10/17/2015 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | 35185652 | 10/17/2014 | 10/24/2015 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (PER ACCIDENT) | $ 1,000,000<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |

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

Clothing or Wearing Apparel Stores

**CERTIFICATE HOLDER**

Rowna County Government
West End Plaza
130 W 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
Will Harrell

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ROWAN COUNTY
NORTH CAROLINA
*Be an original.*

**ROWAN COUNTY CONTRACT MEMORANDUM**

**TO:** Annette Parker, Owner

**FROM:** Jody Farrow-Bennett

**TITLE:** Purchasing Director & Contract Administration

**DATE:** 06/26/2023

**SUBJECT:** The Family Closet & Consignment Shop Lease - Amendment #1

---

**PURPOSE OF CONTRACT:**

This lease amendment didn't make it on the BOC agenda. It will be taken to the BOC for approval on July 17th. Nothing will change, this is just extending the lease for the new year; ending on June 30, 2024.

**Jody Farrow-Bennett**
E-signed 2023-06-26 08:31AM EDT
jody.farrow-bennett@rowancountync.gov
Rowan County, NC Information Systems, Purchasing Director & Cont

**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.***

J. M. Farrow Bennett _____ 06/26/2023

**Signature of Director** **DATE**

NORTH CAROLINA

ROWAN COUNTY

# FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is made as of the 26 day of June, 2023, by and between ROWAN COUNTY, a North Carolina body politic ("Landlord"), and The Family Closet and Consignment Shop ("Tenant").

WHEREAS, Landlord and Tenant have previously entered into that certain Lease Agreement dated November 1, 2014 ("Lease") for an approximately 2880 square feet area located at 1935 Jake Alexander Boulevard, Salisbury, Rowan County, which has since expired or is nearing the end of its Term; and

WHEREAS, Landlord and Tenant now desire to amend said Lease to provide for a new Leased Area and also to extend the Lease Term upon terms and conditions as amended hereinbelow.

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. Paragraph 1 shall be amended as follows: "The Extended Term shall commence and become effective July 1, 2023, shall be for a term of ONE (1) YEAR extending through June 30, 2024."
2. The Extended Term may be further extended for additional one year periods by mutual agreement of the parties; provided, however, Tenant shall provide a written request for such extension at least sixty (60) days prior to the expiration of the Extended Term(s).
3. Both Landlord and Tenant warrant that each has reviewed and approved this First Amendment and such has been approved by their respective groups according to required procedures, notices, meetings, bylaws, operating agreements, or operation of law as may apply.
4. 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: THE FAMILY CLOSET AND CONSIGNMENT SHOP

By: Annette Parker
Annette Parker (Jun 29, 2023 19:08 EDT)

**Annette Parker**
E-signed 2023-06-29 07:08PM EDT
annetteparker2012@yahoo.com

Its: President or Managing Member

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Director of Purchasing/Contract Administration |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Amendment #2 - Rowan County Veterans Honor Guard Lease |

---

Rowan County entered into a lease agreement with Rowan County Veterans Honor Guard beginning July 5, 2016.

Mickey York with Rowan County Veterans Honor Guard wishes to exercise the option of a one-year renewal for an approximately 2700 square feet area located at 1935 Jake Alexander Boulevard, Salisbury, Rowan County.

Tenant agrees to pay to Landlord the sum of $1 annuly, payable on or before the first day of each annual term. Tenant is current with all paytmens and we have a current COI on file.

Board of Commissioners to authorize Director of Purchasing/Contract Administration to notify Rowan County Veterans Honor Guard of the acceptance of lease extension.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Original Lease | 6/26/2023 | Cover Memo |
| Amendment #1 | 6/26/2023 | Cover Memo |
| Amendment #2 | 6/30/2023 | Cover Memo |

Honor Guard E-6

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF ROWAN

THIS LEASE AGREEMENT is made this the 5th day of July, 2016, by and between Rowan County, a body politic, hereinafter called Landlord, and the Rowan County Veterans Honor Guard, a North Carolina non-profit corporation, hereinafter called Tenant:

WITNESSETH:

Subject to the terms and conditions and mutual promises hereinafter set forth, the Landlord hereby demises and lets and the Tenant hereby rents from said Landlord the following described premises located in Salisbury, Rowan County, North Carolina:

> WEST END PLAZA – Approximately 2700 square feet known as Unit B-9; together with public access to and from the Premises.

TO HAVE AND TO HOLD the same and the privileges and appurtenances thereunto in any wise pertaining to the said Tenant and to be used by Tenant for the specific purpose of operating a Public Purpose Veterans Services office, and for such purposes as are usual and customary in the conduct of such business and for no other purpose or purposes for the term of five (5) years (plus the fractional portion, if any, of the month during which the lease commences).

FURTHERMORE, it is understood that this Lease is for a public purpose and the Tenant's existence is a public purpose. Tenant operates on a small budget of funds raised from fundraisers and individual donations, and the financial obligations of Tenant herein are intended to be minimal as to maintenance and utility expenses.

1. Commencement Date. The lease term hereof shall begin and rent shall commence to accrue July 5, 2016, and this Lease Agreement shall be effective through July 4, 2021 unless earlier terminated as provided herein, specifically Paragraphs 9, 23 and 27.

2. Rental:

(a) Minimum Rent. Tenant agrees to pay to Landlord the sum of ONE ($1.00) Dollar per month, payable annually on or before the first day of each annual term.

(b) Late Payments and Interest. If Tenant shall fail to pay, when the same is payable, any charges or payments required to be paid by Tenant hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of 18% per annum (but no less than $50.00, to cover Landlord's administrative

expenses), and Tenant shall reimburse Landlord for reasonable attorney's fees, if any, incurred by Landlord by reason of default by Tenant.

3. Taxes and Licenses. The Tenant shall obtain its' annual business license from the City of Salisbury, and file an annual business personal property tax listing with the Rowan County Tax Office.

4. Care of Premises. The Tenant shall take good care of the premises hereby leased or demised and the appurtenances thereof, and at the end or other expiration of the term of this lease shall deliver up said premises in good order and condition, ordinary wear and tear excepted. If Tenant should fail to deliver up said premises in good order and condition, Landlord may have necessary work performed to render the premises in good order and condition, and Tenant agrees to compensate Landlord for such service.

5. Alterations and Additions. The Tenant shall not make any alterations, additions or improvements, including major electrical wiring changes, to the premises hereby leased and demised without first obtaining from the Landlord its written consent, and all alterations, additions or improvements made by the Tenant during the course of its occupancy or the term of this lease shall inure to the benefit of and be the property of the Landlord upon the termination and end of this lease and shall be surrendered with the premises when the same are surrendered by the Tenant to the Landlord. With regard to any alterations, additions or improvements made without Landlord's consent, Landlord shall have the option upon the termination and end of this lease to accept such alterations, additions or improvements or to require Tenant to restore the premises to their condition prior to said alterations, additions or improvements.

6. Compliance with Laws, Rules and Regulations. The Tenant, at its own cost and expense, shall comply with all rules, regulations and requirements of the State and City Government or of the Government of the United States, or any of the departments or bureaus thereof, applicable to the leased or demised premises for the prevention or abatement of nuisances or other matters arising out of the manner of the occupancy of said premises during the said term, and the said Tenant shall moreover comply with all reasonable rules and regulations of the Landlord with respect to the management and use of said premises. As may be necessary from time to time, Landlord may provide written rules and regulations regarding parking.

7. Inspection. The Tenant agrees that the Landlord and its agents or other representative shall have the right to enter upon the premises hereby leased or demised, or any part thereof, at all reasonable hours for the purpose of examining the same.

8. Common Expenses & Facilities. Landlord shall at all times during the term of

this lease maintain in good condition and repair the parking areas, driveways and footwalks in the Plaza. These and other common areas, facilities and improvements for the benefit of the Plaza shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to change the area, level, location and arrangement of the common facilities, to restrict parking by tenants and their employees to employee parking areas, and to make all rules and regulations and do such other things from time to time as in Landlord's discretion may be necessary regarding said facilities.

9. Continuation of Public Purpose Covenant. In the event that Tenant should discontinue its public purpose of providing United States military veterans services in the demised premises for more than thirty days, unless said discontinuance is pursuant to Tenant's bona fide program of remodeling or other improvement of the premises for continuing its business therein, then Landlord shall have the absolute right to terminate this Lease Agreement effective immediately upon the thirtieth day ($30^{th}$) of such discontinuance of Tenant's public purpose.

10. Glass Breakage. It is specifically understood and agreed that Tenant shall be responsible for all glass breakage except such breakage as may be covered under the fire and extended coverage insurance policy or policies carried by Landlord.

11. Indemnity. Tenant shall hold Landlord harmless from all damages arising out of any damage to any person or property occurring in, on, or about the demised premises, including loading and unloading and sidewalk areas, except that Tenant shall not be liable for damage resulting from Landlord's gross negligence or willful misconduct. A party's obligation under this paragraph shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the other party.

12. Insurance. Tenant at its cost shall maintain public liability and property damage insurance with liability limits of not less than $500,000 per person and $1,000,000 per occurrence, and property damage limits of not less than $100,000 per occurrence, with an aggregate coverage of $200,000 insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises.

All public liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions of paragraph 11. Tenant agrees that, at least every two years, it will review the amount of its public liability and property damage insurance coverage and that it will make appropriate increases in the foregoing required coverage as appropriate to assure reasonable and adequate coverage limits. Tenant shall at all times maintain insurance coverage on its merchandise, inventory and all business personal property in the amount of at least Twenty-Five Thousand and 00/100 ($25,000.00) Dollars.

If during the term of this Lease the demised premises are used by the Tenant for any purpose or in any manner that causes an increase in the rates of Landlord's all risk and/or public liability insurance, the Tenant will pay the additional premium caused thereby. Tenant will provide and pay for all insurance on its own contents, improvements, alterations, and fixtures in the demised premises. This shall be payable on a monthly basis as specified in Article 8.

13. Waiver of Subrogation. The parties release each other and their respective authorized representatives from any claims for damage to any person or to the premises and the building and other improvements in which the premises are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the premises and the building and other improvements in which the premises are located that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage.

Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this lease.

14. Other Insurance Matters. All the insurance required of Tenant under this lease shall contain an endorsement requiring thirty days' written notice from the insurance company to both parties and Landlord's lender, if any, before cancellation or change in the coverage, scope or amount of any policy. All such insurance shall name Landlord as an additional insured. A certificate of the policy, together with evidence of payment of premiums, shall be deposited with the Landlord at the commencement of the term, and on renewal of the policy not less than five days before expiration of the term of the policy.

15. Destruction by Fire or Casualty. If, during the term, the premises or the building and other improvements in which the premises are located are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, Landlord shall restore the premises or the building and other improvements in which the premises are located to substantially the same condition as they were in immediately before destruction, if the restoration can be made under the existing laws and can be completed within 180 working days after the date of the destruction; provided, however, Landlord shall not be obligated to restore Tenant's fixtures, personal property, or improvements or alterations made by Tenant. Such destruction shall not terminate this lease.

If the restoration cannot be made in the time stated above, then within fifteen days after the Landlord notifies Tenant that the restoration cannot be made in the said stated time, Tenant may terminate this lease immediately by giving written notice to Landlord. If Tenant fails to terminate this lease and if restoration is permitted under the existing laws, Landlord, at its election, may either terminate this lease or restore the premises or the building and other improvements in which the premises are located within a reasonable time and this lease shall continue in full force and effect. If the existing laws do not permit the restoration, either party may terminate this lease immediately by giving notice to the other party.

16. Utilities and Equipment. Landlord shall maintain the premises and pay for all electrical utilities. Tenant shall pay for its fuel, water, and any other utilities and all other services for the demised premises. It is specifically agreed that the doors, all air conditioning, heating, plumbing, electrical and lighting equipment now or hereafter placed on the leased premises during the term of this lease shall become a part of the leased premises and shall be the property of Landlord, and Tenant shall have no claim whatsoever against said fixtures and equipment.

17. HVAC. Landlord shall be responsible for maintenance, repair and replacement of the HVAC units servicing the demised premises.

18. Delivery and Receiving. Tenant agrees that the receiving and unloading of merchandise shall be conducted in the receiving areas at the rear of the leased premises and that receiving and unloading shall not be handled at the front of the building after 9:00 a.m. except in cases of emergency. Tenant agrees to keep said delivery area clean and free from trash and rubbish at all times.

19. Signs and Exterior Space. Tenant agrees that no signs or other advertising matter shall be painted or attached to the outside walls of the leased premises or otherwise placed on the outside of the leased premises without the written consent of the Landlord. It is specifically agreed that all outside signs and decorations of every kind and nature must first be approved by Landlord before being placed on the leased premises. Use of space outside of the store building, whether under the canopy or elsewhere, shall only be by and with the written consent of the Landlord. No signs shall be attached or posted to the front windows without prior written consent of Landlord. No vending machines shall be permitted outside the store building without prior written consent of Landlord.

20. Trade Fixtures. It is understood and agreed that Tenant may install such fixtures and appliances as may be necessary for the proper conduct of its business and at the expiration of this lease may remove any and all such removable fixtures with the exception of automatic doors, air conditioning, heating, plumbing, electrical and lighting equipment or fixtures, provided that Tenant shall repair any damage caused by such removal.

21. Repairs. During the term of this lease Tenant and Landlord shall work together to determine which party is responsible for certain repairs. Generally, Landlord shall be responsible for all repairs, including replacement of light bulbs; provided, however, Landlord shall not be responsible for damages and repairs necessitated by Tenant's use and/or negligence. It shall be the duty of Landlord to make any necessary repairs to the outside walls, roof and structural portions of the leased premises except for any such repairs made necessary by the fault, act or negligence of Tenant or its servants, employees, agents, customers or invitees in which case Tenant shall be responsible for said repairs.

22. Quiet Enjoyment. The Landlord hereby agrees that the Tenant, upon paying the rent as hereinbefore stipulated and performing all of the stipulations, agreements, and covenants, shall and may peaceably and quietly have, hold and enjoy said premises during said term, free from the adverse claims of any person, firm or corporation, and the Landlord will pay all taxes and assessments that shall be lawfully levied upon the same except such taxes as those for which the Tenant shall be primarily liable.

23. Default. If Tenant shall continue in default in payment of any rental or other sum of money becoming due hereunder for a period of ten days after the due date therefor; or, if Tenant shall default in the performance of any other covenant of this Lease, specifically Paragraph 9 above, and does not remedy such default within thirty days after written notice thereof or does not within such thirty day period commence such act or acts as shall be necessary to remedy such default, and complete such act or acts promptly; or, if Tenant shall become insolvent or be adjudicated bankrupt, or file in any court a petition in bankruptcy or other debtor proceedings, or file or have filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of Tenant; or, if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement for the benefit of creditors; or, if Tenant shall vacate or abandon the demised premises or any substantial part thereof, or suffer the lease to be taken or encumbered under any legal process and such taking or encumbrance is not dissolved within twenty days; then, in any such event, Landlord shall have the right and option to terminate this Lease and shall have the immediate right of re-entry to remove all persons and property from the demised premises and dispose of or store such property as it sees fit, all without resort to legal process and without being deemed guilty of trespass.

Landlord may relet the premise or a portion of the premises for any reasonable use, and Landlord shall be entitled to recover from Tenant an amount equal to the amount of all rents reserved under this Lease, less the net rent, if any, collected by the Landlord on reletting the demised premises. Net rent collected on reletting by the Landlord shall be computed by deducting from the gross rent collected all expenses incurred by the Landlord in connection with the reletting of the premises, including broker's commissions and the cost of repairing, renovating or remodeling said premises. In the event of termination upon Tenant's default, the monthly rent to be paid by the Tenant shall (for the purposes of this section) be deemed to be a sum equal to the average total rent for the immediate preceding six months.

24. Remedies Cumulative - Nonwaiver. No remedy herein or otherwise conferred upon or reserved to Landlord or Tenant shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Lease to Landlord or Tenant may be exercised from time to time as often as occasion may arise, or as may be deemed expedient. No delay or omission of Landlord or Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence thereto.

25. Eminent Domain. If the nature, location or extent of any proposed taking by eminent domain affecting the shopping center is such that the Landlord elects in good faith to demolish all or substantially all of the buildings in the shopping center, then the Landlord may terminate this lease by giving at least six (6) months written notice of termination to the Tenant at any time after such condemnation, and this lease shall terminate on the date specified in such notice. Tenant hereby expressly waives all rights to an award resulting from an eminent domain action affecting the shopping center, except the right to receive compensation or damages for its loss of business and its fixtures or personal property.

26. Subordination. Tenant agrees that this lease shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the demised premises by the Landlord; and Tenant agrees, upon demand, without cost, to execute any instrument as may be required to effectuate such subordination, provided however, as a condition to this subordination provision, the Landlord shall obtain from any such mortgagee an agreement in writing, which shall be delivered to Tenant, providing in substance that, so long as Tenant shall faithfully discharge the obligations on his part to be kept and performed under the terms of this lease, his tenancy shall not be disturbed, nor shall this lease be affected by any default under such mortgage, and in the event of foreclosure or any enforcement of any

such mortgage, the rights of Tenant hereunder shall expressly survive, and this lease shall in all respects continue in full force and effect, provided however, that Tenant fully performs all of its obligations hereunder.

27. Early Termination by Landlord. Landlord shall have the unqualified right to terminate this Lease Agreement for any reason or no reason with at least thirty (30) days prior written notice to Tenant.

28. Confidentiality. Tenant will not divulge, or allow its employees or representatives to divulge, any of the terms or conditions of this lease agreement.

29. Assignment or Sublease. Except as expressly set forth herein, the Tenant shall not assign this agreement nor relet the premises or any part thereof.

Tenant shall not occupy or use or permit or suffer to be occupied or used the premises hereby leased or demised for any business or purpose deemed disreputable in any manner, or extra-hazardous on account of fire. Any levy or sale by way of lawful execution or other legal process or any transfer or sale in bankruptcy or insolvency or under compulsory procedure of law shall be deemed an assignment within the meaning and terms of this lease.

30. Notices. Whenever notice shall be given by either party to the other, notice shall be in writing addressed to the address of the party being notified at the address set forth in this agreement or to such other address as a party may from time to time designate by notice to the other party. Notice may be given by hand delivery, express service, electronic means, or by postage paid certified or registered mail with return receipt requested. Notice given by hand delivery, express service or electronic means shall be deemed to have been given upon receipt by the party being notified. Notice given by certified or registered mail shall be deemed to have been given at the time of receipt or rejection or three (3) days after such notice is first unclaimed.

Lessor: Rowan County
ATTN: County Manager
130 West Innes Street
Salisbury, NC 28144

Lessee: Rowan County Veterans Honor Guard
ATTN: Charles W. Cauble, President/Commander
5620 Stokes Ferry Road
Salisbury, NC 28146

31. Estoppel Certificate. Within ten days after request therefor by Landlord or any mortgagee or trustee under a mortgage or deed of trust covering the demised

premises, or if, upon any sale, assignment or other transfer of the demised premises by Landlord, an estoppel certificate shall be required from Tenant, Tenant shall deliver in recordable form a statement to any proposed mortgagee or other transferee, or to Landlord, certifying any facts that are then true with respect to this Lease Agreement, including without limitation (if such be the case) that this Lease Agreement is in full force and effect, that Tenant is in possession, that Tenant has commenced the payment of rent, and that there are no defenses or offsets to the Lease Agreement claimed by Tenant.

32. Waiver. The waiver by Landlord of any covenant or agreement set forth in this Lease shall not be deemed to be a waiver of any subsequent breach or any other covenant or agreement of this Lease. Acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant (except Tenant's failure to pay the particular rent so accepted), regardless of Landlord's knowledge of such a preceding breach at the time the rent is accepted.

33. Singular and Plural. When required by the context of this lease, the singular shall include the plural.

34. Joint and Several Obligations. If more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.

35. Paragraph Titles. The paragraph titles appearing in this lease are for reference only and shall not be considered a part of this lease or in any way modify, amend or affect the provisions thereof.

36. Complete Agreement and Effect. This written lease contains the complete agreement of the parties with reference to the leasing of the demised premises. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties. It is understood and agreed that the stipulations, agreements and covenants herein contained are binding upon the parties hereto and their respective heirs, successors and permitted assigns.

37. Applicable Law. This lease is executed pursuant to the law of North Carolina, and all interpretations shall be under and pursuant to the laws of North Carolina.

{Signature Page Follows}

IN TESTIMONY WHEREOF, each of the said parties has caused these presents to be duly signed and executed the day and year set forth herein, this contract being executed in duplicate originals, one of which is retained by each of the parties.

LANDLORD: ROWAN COUNTY

By:_____(Seal)

Its: Manager/Chairman

TENANT: ROWAN COUNTY VETERANS HONOR GUARD, a North Carolina non-profit corporation

By:_____(Seal)

Its: ___Commander

NORTH CAROLINA

ROWAN COUNTY

# FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is made as of the 2nd day of April, 2018, by and between ROWAN COUNTY, a North Carolina body politic ("Landlord"), and the Rowan County Veterans Honor Guard, a North Carolina non-profit corporation ("Tenant").

WHEREAS, Landlord and Tenant have previously entered into that certain Lease Agreement dated the 5th day of July, 2016 ("Lease") for an approximately 2700 square feet area located at 1935 Jake Alexander Boulevard, Salisbury, Rowan County, with a Primary Term of five (5) years upon the terms and conditions contained therein; and

WHEREAS, said Lease shall expire on the 30th day of June, 2022; and

WHEREAS, it has become necessary to relocate the Tenant from Unit B-9 into Unit E-6 at the request of Landlord and with the consent of Tenant; and

WHEREAS, Landlord and Tenant now desire to amend said Lease to provide for a new Leased Area and also to extend the Lease Term upon terms and conditions as amended hereinbelow.

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. All notices as required in Paragraph 30 are hereby waived by Landlord.
2. Paragraph 1 shall be amended as follows: "The Term shall commence and become effective July 1, 2018, shall be for a term of five (5) years, and shall extend through June 30, 2023."
3. The preamble shall be amended to change Unit B-9 to Unit E-6, so that Unit E-6 shall become the "New Leased Area" for Tenant.
4. As an inducement for Tenant to relocate, Landlord shall (1) remove and relocate Tenant's metal signage from Unit B-9 to Unit E-6 at Landlord's expense, and (2) make the following improvements to the New Leased Area: install new carpet, install or replace ceiling tiles, and repair and paint interior walls.
5. Both Landlord and Tenant warrant that each has reviewed and approved this First Amendment and such has been approved by their respective groups according to required procedures, notices, meetings, bylaws, operating agreements, or operation of law as may apply.
6. 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: TENANT: ROWAN COUNTY
VETERANS HONOR GUARD,
a North Carolina non-profit corporation

By: _____(Seal)

Its: ___Commander

ROWAN COUNTY NORTH CAROLINA
*Be an original.*

## ROWAN COUNTY CONTRACT MEMORANDUM

**TO:** Mickey York, Owner

**FROM:** Jody Farrow-Bennett

**TITLE:** Purchasing Director/Contract Administration

**DATE:** 06/26/2023

**SUBJECT:** Rowan County Veterans Honor Guard Lease - Second Amendment

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**PURPOSE OF CONTRACT:**

This lease amendment didn't make it on the BOC agenda. It will be taken to the BOC for approval on July 17th. Nothing will change, this is just extending the lease for the new year; ending on June 30, 2024.

**Jody Farrow-Bennett**
E-signed 2023-06-26 08:36AM EDT
jody.farrow-bennett@rowancountync.gov
Rowan County, NC Information Systems, Purchasing Director/Contra

## 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.***

J. M. Farrow-Bennett _____ 06/26/2023

**Signature of Director** **DATE**

NORTH CAROLINA

ROWAN COUNTY

SECOND AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is made as of the 26 day of June, 2023, by and between ROWAN COUNTY, a North Carolina body politic ("Landlord"), and the Rowan County Veterans Honor Guard, a North Carolina non-profit corporation ("Tenant").

WHEREAS, Landlord and Tenant have previously entered into that certain Lease Agreement dated the 5th day of July, 2016 as well as that First Amendment dated the 5th day of April, 2018 (together the "Lease") for an approximately 2700 square feet area located at 1935 Jake Alexander Boulevard, Salisbury, Rowan County; and

WHEREAS, said Lease shall expire has either expired or is nearing expiration of the extended term; and

WHEREAS, Landlord and Tenant now desire to amend said Lease to extend the Lease Term as amended hereinbelow.

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. All notices as required in Paragraph 30 are hereby waived by Landlord.
2. Paragraph 1 shall be amended as follows: "The Term shall commence and become effective July 1, 2023, shall be for a term of one (1) year extending through June 30, 2024. This extended term may be further extended for additional one (1) year periods by mutual agreement of the parties, provided, however, Tenant shall give Landlord written notice of such request at least sixty (60) days prior to the expiration of the extended term."
3. Both Landlord and Tenant warrant that each has reviewed and approved this Second Amendment and such has been approved by their respective groups according to required procedures, notices, meetings, bylaws, operating agreements, or operation of law as may apply.
4. 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: TENANT: ROWAN COUNTY
VETERANS HONOR GUARD,
a North Carolina non-profit corporation

By: William M York (Jun 27, 2023 08:55 EDT) _____(Seal)

**William M York**
E-signed 2023-06-27 08:55AM EDT
wmyork@outlook.com

Its: ___Commander

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Purchasing Director & Alyssa Harris; Public Health Director |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Sole Source - Tenika Reddick, Breastfeeding Peer Counselor |

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

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

North Carolina receives special funding from USDA for the implementation of Breastfeeding Peer Counseling Programs in local health departments. WIC Program Funding for the Breastfeeding Peer Counseling Program is allocated through the USDA, Special Supplemental Nutrition Program for WIC, Award NC700705, 7 CFR 246, CFDA 10.557. The Breastfeeding Peer Counselor is a required part of the WIC Breastfeeding program. The Rowan County Public Health Department has contracted with Tenika Reddick, since 2015, as the WIC Breastfeeding Peer Counselor.

Due to the qualification requirements for the program the County request a sole source due to performance or price competition for a product/services not being available.

The current contract will expire June 30, 2023, the Health Department is requesting to continue utilizing the services of Tenika Reddick and approve the new contract, beginning July 1, 2023, and expiring June 30, 2024; Not to exceed $90,000.

Board of Commissioners to approve sole source for Tenika Reddick and authorize the Public Health Department Director to approve the contract with Tenika Reddick in the amount not to exceed $90,000.

**ATTACHMENTS:**

| Description | Upload Date | Type |
| --- | --- | --- |
| Contract | 6/27/2023 | Cover Memo |
| Qualification | 6/27/2023 | Cover Memo |
| Program Info | 6/27/2023 | Cover Memo |

# Breastfeeding Peer Counselor Agreement
# Between the Rowan County Health Department
# And
# Tenika Reddick

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This agreement is between the Rowan County Health Department (heretofore and hereinafter referred to as the "Department") and WIC Breastfeeding Peer Counselors )heretofore and hereinafter referred to as the "BFPC") outlines purpose, responsibilities and deliverables related to contracting BFPC to provide information, encouragement, and support to pregnant and breastfeeding mothers enrolled in the Rowan County Special Supplemental Nutrition Program for Women, Infants, and Children (heretofore and hereinafter referred to as "WIC").

Breastfeeding peer counselors are mothers who are currently breastfeeding or who have done so in the past and who have a same or similar socio-cultural background as the women they support.
The contract will be funded using WIC Program funds. This agreement shall be effective **July 1, 2023 through June 30, 2024.**

**Article I: Purpose and Philosophy**

Exclusive breastfeeding is the normative standard for infant and child nutrition. It is universally endorsed by the world's health and scientific community as the standard way to feed infants and children. Breastfeeding provides immediate and lifelong nutrition and health benefits for both mother and child, as well as larger economic, environmental, and social benefits to families and communities.

The Healthy People 2030 objectives launched by the U.S. Department of Health and Human Services, while general in nature, has target areas where action must be taken. The North Carolina WIC Program has proceeded in accordance with the Healthy People 2030 objectives and has the goal to increase and sustain the proportion of North Carolina infants who are breastfed exclusively through age 6 months to 42.4% and who are breastfed at 1 year to 54.1%. Currently, North Carolina fails to meet the objectives in the areas of breastfeeding exclusivity and duration. Breastfeeding promotion and support are required components of the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) Program. The North Carolina WIC Program strives to increase the incidence and duration of breastfeeding among women enrolled in the Program. One of the most effective methods for supporting breastfeeding is the implementation and maintenance of the Breastfeeding Peer Counselor Program.

**Article II: Division of Service Provision and Service Delivery Model**

Breastfeeding Peer Counselor will:

- Complete the North Carolina Breastfeeding Peer Counselor Training Program prior to providing breastfeeding peer counselor services
- Have Regular access to reliable transportation
- Will work/provide services in various settings. The BFPC will work at a minimum: 15 hours a week in the agency, at least 2 hours a week at the hospital, and work from home doing phone contacts or when needed doing home visits with clients to ensure the core responsibilities are being met.
- Participate in required BFPC Program quarterly continuing education
- Core responsibilities are:
    - Establish relationships and maintaining regular contact with prenatal and breastfeeding women enrolled in the breastfeeding peer counselor program by means of phone calls, clinic appointments, home visits, group discussions and other methods as determined by the local WIC agency.
    - Contact frequency –
        - Prenatal Women --(required) initial women within 30 days of enrollment in the breastfeeding peer counselor program and at 38 weeks gestation.

- Breastfeeding postpartum women – (required) every 2-3 days in the first week post delivery and weekly for the remainder of the first month; at least monthly from 2-6 months post delivery and at least once prior to and once after the participant returns to work/school

- Provide support and information to women enrolled in the breastfeeding peer counselor program that are breastfeeding or planning to breastfeed to help prevent, correct, and/or manage common breastfeeding problems and to increase the incidence of breastfeeding exclusivity and extended breastfeeding.
- Issuing breastfeeding supplies to enrolled BFPC participants (peer counselors will be training in the assembly, use and cleaning of breastfeeding supplies and issuance will occur only in consultation with designated lactation professional (Breastfeeding Peer Counselor Manager)
- Ensure all contacts or attempted contacts are documented in the appropriate section of the BFPC Care Plan Screen of the Crossroads system. BFPC's assessment and the client contact information must be documented in the Sticky Note. In the instruction section of the care plan screen, the BFPC should document the participant's plan of action and follow-up. If the BFPC does not have ready access to Crossroads due to reasons such as home or hospital visits, the local agency must assure contacts are documented in Crossroads by the BFPC within 72 hours of the contact.

Reimbursement Rates:

- The Breastfeeding Peer Counselor will be paid at an hourly rate of $15.75 per hour not to exceed $32,760 and will work **up to 40 hours per week pending availability of WIC Program Budgets**.
- Travel reimbursement rate will be the current county rate per mile which is subject to change. Travel reimbursement requests for reimbursement report must be submitted every 60 days.
- Reimbursement of the contractor meals that are work related meals will be reimbursed **pending availability of WIC Program Budgets**. The contractor will follow the Rowan County reimbursement policy which is subject to change or until funds are no longer available.

All parties to the contact agree to abide by all laws and regulations governing the confidentiality of patient information, and further agree to vigorously safeguard privileged information.

All Activities under this contract will be conducted in accordance with Title VI, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and WIC Program rules, regulations, and policies. No person shall, on the grounds of race, color, creed, marital status, national origin, political beliefs, sex or handicap be submitted to discrimination under the Program.

This agreement shall be effective no earlier than July 1, 2023 and will remain in effect through June 30, 2024. Either party, with 30 days notice to other parties, in writing, may terminate this agreement. This agreement may be immediately terminated by written consent of all parties. It may also be immediately terminated by the Rowan County Health Department WIC Program if funds or the BFPC position is no longer available.

By signing below all parties agree to the terms listed in the contract.

Tenika Reddick 6/14/2023

Tenika Reddick — Date
Breastfeeding Peer Counselor

Alyssa Harris 06/15/2023

Alyssa Harris, Health Director — Date
Rowan County Public Health

Anna Bumgarner, Finance Director — Date
Rowan County Finance Department

- **Peer Counselor**
  - **Qualifications.** A Peer Counselor (PC) is:
    - a mother who has personal experience with breastfeeding, having breastfed at least one child a minimum of 6 weeks;
    - a paraprofessional whose work history does not include extensive professional training and who:
      - does not have extended professional training in health, nutrition, or the clinical management of breastfeeding,
      - assists professionals but are not licensed or credentialed as a healthcare, nutrition or lactation consultant professional, and
      - is trained and given ongoing supervision to provide specific tasks within a defined scope of practice;
    - able to portray breastfeeding in a positive manner;
    - from the target population which may mean sharing in the culture and background of the majority of participants; speaking the common languages(s); having participated or participating in or eligible for the WIC Program; and
    - available to work non-traditional hours and days of the week, such as evenings and weekends; and have access to reliable transportation.

    *NOTE: A PC must meet the criteria of a Bona Fide Occupational Qualification (i.e., men do not meet the USDA's definition of a PC).*

  - **Orientation To The Peer Counselor Role.**
    **Required.** Prior to providing PC services, the following trainings must be complete and maintain a certificate of completion on file in the local agency for the following trainings:
    - WIC Breastfeeding Support Training Level 2; and
    - Peer Counselor Care Plan Training.

  - **Continuing Education.**
    **Required.** The PC must maintain certificates of completion on file in the local agency for the following training:
    - Breastfeeding Peer Counseling Quarterly Continuing Education as offered by your local agency's LATCH.

    **Recommended.** It is recommended that the PC completes the WIC Breastfeeding Support Level 2 training at least once every 10 years as part of her ongoing training.

  - **Roles and Responsibilities.** Roles and responsibilities of the PC are to:
    - operate within the scope of practice as defined in Attachment 4 "Peer Counselor Scope of Practice";
    - support normal breastfeeding for new moms and babies;
    - work in a professional way that respects the dignity of the mother, the WIC Program staff, and other staff at locations where peer counseling services are provided;
    - establish relationships and maintain regular contact with pregnant and breastfeeding women enrolled in the BFPC program in accordance with the local

agency's service delivery model policy;
  - Contact methods may include, but are not limited to clinic appointments, phone calls, home visits, hospital visits, group discussions, or other methods as determined by the local agency.
- provide support and information to pregnant and breastfeeding women enrolled in the BFPC program to help prevent, correct and/or manage common breastfeeding problems and to increase breastfeeding initiation, duration and exclusivity;
- may issue breastfeeding supplies as determined by the local agency;
- complete required documentation in Crossroads of services provided; and
- refer mothers for situations outside scope of practice to the DBE(s).

Federal regulations do not allow PC contacts to count towards the required WIC nutrition education contacts. Breastfeeding promotion and support is a required benefit of the WIC Program. PC mother-to-mother support services are an enhancement to this core WIC requirement.

- **Wage Compensation.** If an individual meets the definition of a PC and serves within the scope of a PC for the WIC Program on a permanent, temporary, or contractual basis, they must receive adequate compensation for their work time, training, and travel as outlined in the FNS-approved peer counseling model and may not be volunteers. The local agency may provide benefits, according to their local Human Resources policy.

■ **Enrolling Participants In The Breastfeeding Peer Counseling Program**
Participants must be enrolled prior to receiving the BFPC program services. WIC staff should make every effort to enroll participants during pregnancy to ensure they receive the full benefit of the BFPC program.

To enroll, a participant and WIC staff must sign and date a "BFPC Program Letter of Agreement" ( Attachment 4). WIC staff enrolling a participant must explain the PC services, identify the participant's preferred contact methods, and explain how to opt in and out of preferred contact methods. A copy of the signed "BFPC Program Letter of Agreement" is to be provided to the participant and the original must be scanned into the participant's health record in Crossroads.

■ **Service Delivery Model Policy**
Each local agency must have a defined BFPC program service delivery model policy which assures the provision of consistent and quality PC services to participants enrolled in the BFPC program. The policy must be communicated with all local agency staff upon hire and as it is updated. At a minimum the service delivery model policy must include:

- **How To Refer Participants to the BFPC Program.** Each local agency must determine how and when WIC staff will refer pregnant and breastfeeding participants to the BFPC program WIC staff must notify the PC within two business day of enrollment to ensure timely contacts during the prenatal and early postpartum periods.

# Division of Child and Family Well-Being
# Agreement Addendum
# FY 23-24



| | |
|---|---|
| Rowan County Public Health<br>**Local Health Department Legal Name** | Community Nutrition Services Section<br>**DCFW Section / Unit Name** |
| 415 Breastfeeding Peer Counseling Program<br>**Activity Number and Description** | Kimberly Lovenduski, (919) 218-3654, Kim.lovenduski@dhhs.nc.gov<br>**DCFW Program Contact**<br>(name, phone number, and email) |
| 06/01/2023 – 05/31/2024<br>**Service Period** | **DCFW Program Signature** **Date**<br>(only required for a negotiable Agreement Addendum) |
| 07/01/2023 – 06/30/2024<br>**Payment Period** | |

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # ___

## I. Background:

Exclusive breastfeeding is the normative standard for infant and child nutrition. It is universally endorsed by the world's health and scientific community as the standard way to feed infants and children. Breastfeeding provides immediate and lifelong nutrition and health benefits for both mother and child, as well as larger economic, environmental, and social benefits to families and communities.

The Healthy People 2030 objectives launched by the U.S. Department of Health and Human Services, while general in nature, it includes the goal to improve the health and safety of infants. The North Carolina Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Program has proceeded in accordance with the Healthy People 2030 objective to increase the proportion of North Carolina infants who are breastfed exclusively through age 6 months to 42.4% and who are breastfed at 1 year to 54.1%. Currently, North Carolina fails to meet the objectives in the areas of breastfeeding exclusivity and duration. The (WIC) Program promotes and supports breastfeeding as an important part of the nutrition service benefits to meet its mission of safeguarding the health of low-income women, infants, and children. One of the most effective methods for supporting breastfeeding is the implementation and maintenance of the Breastfeeding Peer Counseling Program.

North Carolina receives special funding from the United States Department of Agriculture (USDA) to build and sustain Breastfeeding Peer Counseling Programs in the local health departments. WIC Program Funding for the Breastfeeding Peer Counseling Program is allocated through the USDA, Special Supplemental Nutrition Program for WIC, Award NC700705, 7 CFR 246, CFDA 10.557.

Health Director Signature (use blue ink or verifiable digital signature) Date

| | |
|---|---|
| LHD to complete:<br>[For DCFW to contact in case follow-up information is needed.] | LHD program contact name: _____<br>Phone and email address: _____ |

**Signature on this page signifies you have read and accepted all pages of this document.**

## II. Purpose:

The Breastfeeding Peer Counseling Program is designed and funded to advance the unique benefits of mother-to-mother breastfeeding support which research has found to increase breastfeeding initiation and duration among women participating in the Local Health Department WIC Program.

## III. Scope of Work and Deliverables:

The Local Health Department shall:

**Implementation**

1. Implement a Breastfeeding Peer Counseling Program in accordance with policy and procedures outlined in the North Carolina WIC Program Manual available at https://www.ncdhhs.gov/media/16163/download?attachment

   Breastfeeding Peer Counseling Program services are delivered to women enrolled in the Local Health Department WIC Program and their Breastfeeding Peer Counseling Program. According to the Centers for Disease Control and Prevention's Guide to Strategies to Support Breastfeeding Mothers and Babies, critical factors for successful Breastfeeding Peer Counseling Programs include:

   a. Leadership and support from management staff

   b. Standardized and timely initial and ongoing training

   c. Access to designated breastfeeding experts within the Local Health Department, and

   d. Community partnerships for making and receiving referrals.

2. Ensure that all pregnant and breastfeeding women enrolled in the WIC Program are offered the opportunity to enroll in the Breastfeeding Peer Counseling Program.

**Staffing**

3. Designate one staff member to serve as the Peer Counselor Coordinator who will allocate time to manage the implementation and maintenance of the Breastfeeding Peer Counseling Program.

4. Designate one staff member per clinic to serve as the WIC Designated Breastfeeding Expert who will provide support to WIC pregnant and breastfeeding women experiencing complex breastfeeding problems outside the scope of the Peer Counselor.

5. Hire one full-time equivalent Peer Counselor per 1,000 pregnant and breastfeeding participants served by the Local Health Department.

   a. Peer Counselors are mothers who have personal breastfeeding experience, qualified by having breastfed at least one child, a minimum of six weeks and are trained by the North Carolina WIC Program to provide information, encouragement, and support to pregnant and breastfeeding women.

   b. Peer Counselors provide the required contacts (defined in Paragraphs 13 and 14 below) during the prenatal and postpartum periods when new mothers are vulnerable to the early cessation of breastfeeding. This mother-to-mother support is an essential component to assuring the success of a breastfeeding promotion and support program.

**Training**

6. Ensure that all its Peer Counselors successfully complete Levels 1 and 2 of the WIC Breastfeeding Curriculum and Peer Counselor Care Plan Training prior to providing Breastfeeding Peer Counseling Program services.

7. Ensure that its Peer Counselor Coordinator and Peer Counselor(s) participate in all required Peer Counselor Program Quarterly Continuing Education training sponsored by the North Carolina WIC Program.

8. Ensure that its Peer Counselor Coordinator and WIC Designated Breastfeeding Expert(s) (if roles are separate) successfully completes Levels 1, 2, 3, and 4 of the WIC Breastfeeding Curriculum within one year from the date of assuming the role.

9. Ensure that its Peer Counselor Coordinator successfully completes the Peer Counselor Program Coordinator Training within one year from the date of assuming the role.

10. Ensure that its Peer Counselor Coordinator and WIC Designated Breastfeeding Expert(s) (if roles are separate) participate in all required WIC Designated Breastfeeding Expert Quarterly Continuing Education training sponsored by the North Carolina WIC Program.

11. Ensure that its Peer Counselor Coordinator, WIC Designated Breastfeeding Expert(s), and Peer Counselor(s) participate in quarterly forums sponsored by the North Carolina WIC Program.

**Breastfeeding Peer Counseling Program Minimum Number of Contacts**

12. Ensure that each pregnant woman enrolled in the Local Agency's WIC Program's Breastfeeding Peer Counseling Program is contacted by the Peer Counselor within 30 calendar days of requesting to receive the Breastfeeding Peer Counseling Program services and again two weeks prior to each pregnant woman's expected delivery date.

13. Ensure that breastfeeding women requesting Breastfeeding Peer Counseling Program services are contacted by the Peer Counselor five times during the first four weeks postpartum.

14. Each month, ensure that the Peer Counselor Coordinator is monitoring the caseload of pregnant and breastfeeding women participating in the Breastfeeding Peer Counseling Program and tracking the number of contacts made.

15. Ensure that Peer Counselors operate within their scope of practice as defined in the North Carolina WIC Program Manual and make timely referrals for complex breastfeeding problems to the Local Health Department's WIC Designated Breastfeeding Expert.

16. Assurance of Civil Rights Compliance
    Comply with 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), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex (including gender identity and sexual orientation) , or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which Federal financial assistance is received for the administration of the WIC Program; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the LHD agrees to compile data, maintain records and submit records and reports as requested by the Community Nutrition Services Section to permit effective enforcement of the nondiscrimination laws, and to permit the Community Nutrition Services Section personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Community Nutrition Services Section shall have the right to seek judicial enforcement of this assurance.
This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for the purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreement made in this assurance.

17. Nondiscrimination Statement
To be in compliance with the requirements of the USDA, the following nondiscrimination statement must be included with exact language on all notifications and administrative forms that relate to program eligibility and certification:

> In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.
>
> Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.
>
> To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:
>
> **1. mail:**
>
> U.S. Department of Agriculture
> Office of the Assistant Secretary for Civil Rights
> 1400 Independence Avenue, SW
> Washington, D.C. 20250-9410; or
>
> **2. fax:**

(833) 256-1665 or (202) 690-7442; or

**3. email:**

program.intake@usda.gov

This institution is an equal opportunity provider.

## IV. Performance Measures / Reporting Requirements:

1. Performance Measures:
   a. Increase the number of pregnant and breastfeeding women enrolled as participants in the Breastfeeding Peer Counseling Program.
   b. Ensure pregnant and breastfeeding women enrolled in the Breastfeeding Peer Counseling Program receive the required minimum number of contacts.

2. Reporting Requirements:
   a. Utilizing the Monthly Breastfeeding Activities Report that is available in Crossroads, the Peer Counselor Coordinator shall document the number of pregnant and breastfeeding women enrolled in the Local Health Department's Breastfeeding Peer Counseling Program and the number of contacts by location (i.e., local WIC agency, home visit, hospital visit, telephone, text, email, social media, videoconference.) each month in the Breastfeeding Counselor Monthly Report (available at https://www.ncdhhs.gov/media/17773/open). Maintain documentation of each month's Breastfeeding Peer Counselor Monthly Report and make this documentation available for review upon request and during the biennial comprehensive monitoring visit.
   b. Peer Counselors must document all prenatal and postpartum contacts and attempted contacts in Crossroads within 72 hours.
   c. Maintain documentation of the training completed by the Peer Counselor Coordinator, WIC Designated Breastfeeding Expert(s) and Peer Counselor(s), and make this documentation available for review upon request and during the biennial comprehensive monitoring visit.
   d. Maintain accurate monthly breastfeeding participation data in Crossroads by recording any changes to participant breastfeeding status during routine clinical visits.

## V. Performance Monitoring and Quality Assurance:

1. The North Carolina WIC Program staff uses the Crossroads software system to track participation of pregnant and breastfeeding women who are eligible for Breastfeeding Peer Counseling Program services. Monthly participation reports are prepared, analyzed, and distributed to Local WIC Directors and Local Health Directors for evaluation and to inform trend analysis.

2. According to federal regulations, the North Carolina WIC Program is required to conduct a comprehensive monitoring visit of each WIC agency every other year. If areas of concern are found, the WIC agency is required to write a corrective action plan, which is reviewed and approved by the North Carolina WIC Program staff who monitored the WIC agency.

3. North Carolina WIC Program staff shall follow up on the implementation of any corrective action plan within six months of the initial monitoring visit. To close the corrective action plan, North Carolina WIC Program staff will follow up to verify the full implementation of the corrective action plan. If the Local Health Department is deemed out of compliance, North Carolina WIC Program

staff shall provide technical assistance, and funds may be withheld until the Local Health Department is back in compliance with deliverables as outlined in this agreement.

4. In the year between the North Carolina WIC Program's comprehensive monitoring visits, the Local Health Department's local WIC agency shall conduct a comprehensive self-assessment. If areas of concern are found, the WIC agency shall develop a corrective action plan. This plan is reviewed and approved by North Carolina WIC Program staff, and later assessed to ensure full implementation.

## VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Child and Family Well-Being provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.

   a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.

   b. Frequency: Supplements will be generated as the Division of Child and Family Well-Being receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

3. The Local Health Department is required to follow the requirements for use of funds consistent with Breastfeeding Peer Counseling Program's fiscal policy outlined in the North Carolina WIC Program Manual. This policy should be referenced when determining allowable costs for this program.

4. The Local Health Department shall develop a process for monitoring spending in an effort to avoid lapsing funds. At the discretion of the North Carolina WIC Program, voluntary recovery of unspent funds may be requested to support increased availability of future year Breastfeeding Peer Counseling Program allocation funds.

5. The Local Health Department is required to utilize grant funding in sequential order. All 570F funding must be expended and drawn first, followed by 570G and then 570H. The timeframes for expending/obligating funds, known as the service period, as well as the final reconciliation date of each grant is defined below:

| Priority | RCC Code | Service Period | Final Reconciliation Date |
|---|---|---|---|
| 1 | 570F | June 1, 2023 – September 30, 2023 | November 30, 2023 |
| 2 | 570G | June 1, 2023 – May 31, 2024 | June 30, 2024 |
| 3 | 570H | June 1, 2023 – May 31, 2024 | June 30, 2024 |

**FY24 - FAS** federal award supplement

Activity Nbr + Name: **415** **Breastfeeding Peer Counselor Program**

FAS Number + Reason: **1** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: **10.557** Special Supplemental Nutrition Program for Women, Infants and Children

Is award R&D?: no FAIN: **215NC707W5003** IDC rate: n/a Fed awd total amt: $3,507,349

Fed award project description: Women, Infants & Children (2 year)

Fed awd date + awarding agency: 02-19-21 USDA, Food and Nutrition Service

| Subrecipient | Subrecipient's UEI | Federal funds from grant listed above | Total federal funds for entire Activity | Subrecipient | Subrecipient's UEI | Federal funds from grant listed above | Total federal funds for entire Activity |
|---|---|---|---|---|---|---|---|
| Alamance | F5VHYUU13NC5 | $ 10,049 | $ 76,804 | Jackson | X7YWWY6ZP574 | $ 2,883 | $ 22,000 |
| Albemarle | WAAVS51PNMK3 | $ 6,069 | $ 46,319 | Johnston | SYGAGEFDHYR7 | $ 9,884 | $ 75,439 |
| Alexander | XVEEJSNY7UX9 | $ 2,883 | $ 22,000 | Jones | HE3NNNUE27M7 | $ 2,883 | $ 22,000 |
| Anson | PK8UYTSNJCC3 | $ 2,883 | $ 22,000 | Lee | F6A8UC99JWJ5 | $ 3,040 | $ 23,205 |
| Appalachian | CD7BFHB8W539 | $ 3,291 | $ 25,116 | Lenoir | QKUFL37VPGH6 | $ 3,243 | $ 24,752 |
| Beaufort | RN1SXFD4LXN6 | $ 3,303 | $ 25,207 | Lincoln | UGGQGSSKBGJ5 | $ 3,207 | $ 24,479 |
| Bladen | TLCTJWDJH1H9 | $ 2,883 | $ 22,000 | Macon | LLPJBC6N2LL3 | $ 2,883 | $ 22,000 |
| Brunswick | MJBMXLN9NJT5 | $ 6,474 | $ 49,413 | Madison | YQ96F8BJYTJ9 | $ 2,883 | $ 22,000 |
| Buncombe | W5TCDKMLHE69 | $ 10,993 | $ 83,902 | MTW | ZKK5GNRNBBY6 | $ 2,883 | $ 22,000 |
| Burke | G855APCNL591 | $ 4,471 | $ 34,125 | Mecklenburg | EZ15XL6BMM68 | $ 53,749 | $ 410,228 |
| Cabarrus | RXDXNEJKJFU7 | $ 10,075 | $ 76,895 | Montgomery | E78ZAJM3BFL3 | $ 2,883 | $ 22,000 |
| Caldwell | HL4FGNJNGE97 | $ 4,447 | $ 33,943 | Moore | HFNSK95FS7Z8 | $ 2,883 | $ 22,000 |
| Carteret | UC6WJ2MQMJS8 | $ 2,883 | $ 22,000 | Nash | NF58K566HQM7 | $ 4,829 | $ 36,855 |
| Caswell | JDJ7Y7CGYC86 | $ 2,883 | $ 22,000 | New Hanover | F7TLT2GMEJE1 | $ 10,504 | $ 80,171 |
| Catawba | GYUNA9W1NFM1 | $ 8,453 | $ 64,519 | Northampton | CRA2KCAL8BA4 | $ 2,883 | $ 22,000 |
| Chatham | KE57QE2GV5F1 | $ - | $ - | Onslow | EGE7NBXW5JS6 | $ 17,002 | $ 129,766 |
| Cherokee | DCEGK6HA11M5 | $ 2,883 | $ 22,000 | Orange | GFFMCW9XDA53 | $ - | $ - |
| Clay | HYKLQVNWLXK7 | $ 2,883 | $ 22,000 | Pamlico | FT59QFEAU344 | $ 2,883 | $ 22,000 |
| Cleveland | UWMUYMPVL483 | $ 6,808 | $ 51,961 | Pender | T11BE678U9P5 | $ 2,883 | $ 22,000 |
| Columbus | V1UAJ4L87WQ7 | $ 3,505 | $ 26,754 | Person | FQ8LFJGMABJ4 | $ 2,883 | $ 22,000 |
| Craven | LTZ2U8LZQ214 | $ 6,391 | $ 48,776 | Pitt | VZNPMCLFT5R6 | $ 10,182 | $ 77,714 |
| Cumberland | HALND8WJ3GW4 | $ 24,550 | $ 187,369 | Polk | QZ6BZPGLX4Y9 | $ 2,883 | $ 22,000 |
| Dare | ELV6JGB11QK6 | $ 2,883 | $ 22,000 | Randolph | T3BUM1CVS9N5 | $ 7,547 | $ 57,603 |
| Davidson | C9P5MDJC7KY7 | $ 8,263 | $ 63,063 | Richmond | Q63FZNTJM3M4 | $ 4,507 | $ 34,398 |
| Davie | L8WBGLHZV239 | $ 2,883 | $ 22,000 | Robeson | LKBEJQFLAAK5 | $ 8,418 | $ 64,246 |
| Duplin | KZN4GK5262K3 | $ 4,972 | $ 37,947 | Rockingham | KGCCCHJJZZ43 | $ 4,555 | $ 34,762 |
| Durham | LJ5BA6U2HLM7 | $ - | $ - | Rowan | GCB7UCV96NW6 | $ 6,486 | $ 49,504 |
| Edgecombe | MAN4LX44AD17 | $ 2,883 | $ 22,000 | Sampson | WRT9CSK1KJY5 | $ 4,090 | $ 31,213 |
| Foothills | NGTEF2MQ8LL4 | $ 6,093 | $ 46,501 | Scotland | FNVTCUQGCHM5 | $ 2,883 | $ 22,000 |
| Forsyth | V6BGVQ67YPY5 | $ 21,354 | $ 162,981 | Stanly | U86MZUYPL7C5 | $ 3,923 | $ 29,939 |
| Franklin | FFKTRQCNN143 | $ 2,883 | $ 22,000 | Stokes | W41TRA3NUNS1 | $ 2,883 | $ 22,000 |
| Gaston | QKY9R8A8D5J6 | $ 10,468 | $ 79,898 | Surry | FMWCTM24C9J8 | $ 3,052 | $ 23,296 |
| Graham | L8MAVKQJTYN7 | $ - | $ - | Swain | TAE3M92L4QR4 | $ 2,883 | $ 22,000 |
| Granv-Vance | MGQJKK22EJB3 | $ 4,877 | $ 37,219 | Toe River | JUA6GAUQ9UM1 | $ 2,883 | $ 22,000 |
| Greene | VCU5LD71N9U3 | $ 2,883 | $ 22,000 | Transylvania | W51VGHGM8945 | $ 2,883 | $ 22,000 |
| Guilford | YBEQWGFJPMJ3 | $ 33,361 | $ 254,618 | Union | LHMKBD4AGRJ5 | $ 7,905 | $ 60,333 |
| Halifax | MRL8MYNJJ3Y5 | $ 2,883 | $ 22,000 | Wake | FTJ2WJPLWMJ3 | $ 47,454 | $ 362,180 |
| Harnett | JBDCD9V41BX7 | $ 5,985 | $ 45,682 | Warren | TLNAU5CNHSU5 | $ 2,883 | $ 22,000 |
| Haywood | DQHZEVAV95G5 | $ 2,883 | $ 22,000 | Wayne | DACFHCLQKMS1 | $ 10,492 | $ 80,080 |
| Henderson | TG5AR81JLFQ5 | $ 4,614 | $ 35,217 | Wilkes | M14KKHY2NNR3 | $ 2,883 | $ 22,000 |
| Hoke | C1GWSADARX51 | $ 4,221 | $ 32,214 | Wilson | ME2DJHMYWG55 | $ 5,198 | $ 39,676 |
| Hyde | T2RSYN36NN64 | $ - | $ - | Yadkin | PLCDT7JFA8B1 | $ 2,883 | $ 22,000 |
| Iredell | XTNRLKJLA4S9 | $ 6,570 | $ 50,141 | Yancey | M4SJK9AKVEZ8 | $ 2,883 | $ 22,000 |

**FY24 - FAS** federal award supplement

Activity Nbr + Name: **415** **Breastfeeding Peer Counselor Program**

FAS Number + Reason: **2** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: **10.557** Special Supplemental Nutrition Program for Women, Infants and Children

Is award R&D?: no FAIN: **225NC707W5003** IDC rate: n/a Fed awd total amt: $3,731,890

Fed award project description: Women, Infants & Children (2 year)

Fed awd date + awarding agency: 04-07-22 USDA, Food and Nutrition Service

| Subrecipient | Subrecipient's UEI | Federal funds from grant listed above | Total federal funds for entire Activity | Subrecipient | Subrecipient's UEI | Federal funds from grant listed above | Total federal funds for entire Activity |
|---|---|---|---|---|---|---|---|
| Alamance | F5VHYUU13NC5 | $ 12,988 | $ 76,804 | Jackson | X7YWWY6ZP574 | $ 3,716 | $ 22,000 |
| Albemarle | WAAVS51PNMK3 | $ 7,824 | $ 46,319 | Johnston | SYGAGEFDHYR7 | $ 12,743 | $ 75,439 |
| Alexander | XVEEJSNY7UX9 | $ 3,716 | $ 22,000 | Jones | HE3NNNUE27M7 | $ 3,716 | $ 22,000 |
| Anson | PK8UYTSNJCC3 | $ 3,716 | $ 22,000 | Lee | F6A8UC99JWJ5 | $ 3,920 | $ 23,205 |
| Appalachian | CD7BFHB8W539 | $ 4,243 | $ 25,116 | Lenoir | QKUFL37VPGH6 | $ 4,181 | $ 24,752 |
| Beaufort | RN1SXFD4LXN6 | $ 4,258 | $ 25,207 | Lincoln | UGGQGSSKBGJ5 | $ 4,135 | $ 24,479 |
| Bladen | TLCTJWDJH1H9 | $ 3,716 | $ 22,000 | Macon | LLPJBC6N2LL3 | $ 3,716 | $ 22,000 |
| Brunswick | MJBMXLN9NJT5 | $ 8,347 | $ 49,413 | Madison | YQ96F8BJYTJ9 | $ 3,716 | $ 22,000 |
| Buncombe | W5TCDKMLHE69 | $ 14,173 | $ 83,902 | MTW | ZKK5GNRNBBY6 | $ 3,716 | $ 22,000 |
| Burke | G855APCNL591 | $ 5,765 | $ 34,125 | Mecklenburg | EZ15XL6BMM68 | $ 69,297 | $ 410,228 |
| Cabarrus | RXDXNEJKJFU7 | $ 12,989 | $ 76,895 | Montgomery | E78ZAJM3BFL3 | $ 3,716 | $ 22,000 |
| Caldwell | HL4FGNJNGE97 | $ 5,734 | $ 33,943 | Moore | HFNSK95FS7Z8 | $ 3,716 | $ 22,000 |
| Carteret | UC6WJ2MQMJS8 | $ 3,716 | $ 22,000 | Nash | NF58K566HQM7 | $ 6,226 | $ 36,855 |
| Caswell | JDJ7Y7CGYC86 | $ 3,716 | $ 22,000 | New Hanover | F7TLT2GMEJE1 | $ 13,543 | $ 80,171 |
| Catawba | GYUNA9W1NFM1 | $ 10,899 | $ 64,519 | Northampton | CRA2KCAL8BA4 | $ 3,716 | $ 22,000 |
| Chatham | KE57QE2GV5F1 | $ - | $ - | Onslow | EGE7NBXW5JS6 | $ 21,921 | $ 129,766 |
| Cherokee | DCEGK6HA11M5 | $ 3,716 | $ 22,000 | Orange | GFFMCW9XDA53 | $ - | $ - |
| Clay | HYKLQVNWLXK7 | $ 3,716 | $ 22,000 | Pamlico | FT59QFEAU344 | $ 3,716 | $ 22,000 |
| Cleveland | UWMUYMPVL483 | $ 8,777 | $ 51,961 | Pender | T11BE678U9P5 | $ 3,716 | $ 22,000 |
| Columbus | V1UAJ4L87WQ7 | $ 4,519 | $ 26,754 | Person | FQ8LFJGMABJ4 | $ 3,716 | $ 22,000 |
| Craven | LTZ2U8LZQ214 | $ 8,239 | $ 48,776 | Pitt | VZNPMCLFT5R6 | $ 13,128 | $ 77,714 |
| Cumberland | HALND8WJ3GW4 | $ 31,651 | $ 187,369 | Polk | QZ6BZPGLX4Y9 | $ 3,716 | $ 22,000 |
| Dare | ELV6JGB11QK6 | $ 3,716 | $ 22,000 | Randolph | T3BUM1CVS9N5 | $ 9,731 | $ 57,603 |
| Davidson | C9P5MDJC7KY7 | $ 10,653 | $ 63,063 | Richmond | Q63FZNTJM3M4 | $ 5,811 | $ 34,398 |
| Davie | L8WBGLHZV239 | $ 3,716 | $ 22,000 | Robeson | LKBEJQFLAAK5 | $ 10,853 | $ 64,246 |
| Duplin | KZN4GK5262K3 | $ 6,410 | $ 37,947 | Rockingham | KGCCCHJJZZ43 | $ 5,872 | $ 34,762 |
| Durham | LJ5BA6U2HLM7 | $ - | $ - | Rowan | GCB7UCV96NW6 | $ 8,362 | $ 49,504 |
| Edgecombe | MAN4LX44AD17 | $ 3,716 | $ 22,000 | Sampson | WRT9CSK1KJY5 | $ 5,273 | $ 31,213 |
| Foothills | NGTEF2MQ8LL4 | $ 7,855 | $ 46,501 | Scotland | FNVTCUQGCHM5 | $ 3,716 | $ 22,000 |
| Forsyth | V6BGVQ67YPY5 | $ 27,531 | $ 162,981 | Stanly | U86MZUYPL7C5 | $ 5,057 | $ 29,939 |
| Franklin | FFKTRQCNN143 | $ 3,716 | $ 22,000 | Stokes | W41TRA3NUNS1 | $ 3,716 | $ 22,000 |
| Gaston | QKY9R8A8D5J6 | $ 13,497 | $ 79,898 | Surry | FMWCTM24C9J8 | $ 3,935 | $ 23,296 |
| Graham | L8MAVKQJTYN7 | $ - | $ - | Swain | TAE3M92L4QR4 | $ 3,716 | $ 22,000 |
| Granv-Vance | MGQJKK22EJB3 | $ 6,287 | $ 37,219 | Toe River | JUA6GAUQ9UM1 | $ 3,716 | $ 22,000 |
| Greene | VCU5LD71N9U3 | $ 3,716 | $ 22,000 | Transylvania | W51VGHGM8945 | $ 3,716 | $ 22,000 |
| Guilford | YBEQWGFJPMJ3 | $ 43,011 | $ 254,618 | Union | LHMKBD4AGRJ5 | $ 10,192 | $ 60,333 |
| Halifax | MRL8MYNJJ3Y5 | $ 3,716 | $ 22,000 | Wake | FTJ2WJPLWMJ3 | $ 61,181 | $ 362,180 |
| Harnett | JBDCD9V41BX7 | $ 7,717 | $ 45,682 | Warren | TLNAU5CNHSU5 | $ 3,716 | $ 22,000 |
| Haywood | DQHZEVAV95G5 | $ 3,716 | $ 22,000 | Wayne | DACFHCLQKMS1 | $ 13,527 | $ 80,080 |
| Henderson | TG5AR81JLFQ5 | $ 5,949 | $ 35,217 | Wilkes | M14KKHY2NNR3 | $ 3,716 | $ 22,000 |
| Hoke | C1GWSADARX51 | $ 5,442 | $ 32,214 | Wilson | ME2DJHMYWG55 | $ 6,702 | $ 39,676 |
| Hyde | T2RSYN36NN64 | $ - | $ - | Yadkin | PLCDT7JFA8B1 | $ 3,716 | $ 22,000 |
| Iredell | XTNRLKJLA4S9 | $ 8,470 | $ 50,141 | Yancey | M4SJK9AKVEZ8 | $ 3,716 | $ 22,000 |

**FY24 - FAS** federal award supplement

Activity Nbr + Name: **415** **Breastfeeding Peer Counselor Program**

FAS Number + Reason: **3** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: **10.557** Special Supplemental Nutrition Program for Women, Infants and Children

Is award R&D?: no FAIN: **235NC707W5003** IDC rate: n/a Fed awd total amt: $3,657,121

Fed award project description: Women, Infants & Children (2 year)

Fed awd date + awarding agency: 02-23-23 USDA, Food and Nutrition Service

| Subrecipient | Subrecipient's UEI | Federal funds from grant listed above | Total federal funds for entire Activity | Subrecipient | Subrecipient's UEI | Federal funds from grant listed above | Total federal funds for entire Activity |
|---|---|---|---|---|---|---|---|
| Alamance | F5VHYUU13NC5 | $ 53,767 | $ 76,804 | Jackson | X7YWWY6ZP574 | $ 15,401 | $ 22,000 |
| Albemarle | WAAVS51PNMK3 | $ 32,426 | $ 46,319 | Johnston | SYGAGEFDHYR7 | $ 52,812 | $ 75,439 |
| Alexander | XVEEJSNY7UX9 | $ 15,401 | $ 22,000 | Jones | HE3NNNUE27M7 | $ 15,401 | $ 22,000 |
| Anson | PK8UYTSNJCC3 | $ 15,401 | $ 22,000 | Lee | F6A8UC99JWJ5 | $ 16,245 | $ 23,205 |
| Appalachian | CD7BFHB8W539 | $ 17,582 | $ 25,116 | Lenoir | QKUFL37VPGH6 | $ 17,328 | $ 24,752 |
| Beaufort | RN1SXFD4LXN6 | $ 17,646 | $ 25,207 | Lincoln | UGGQGSSKBGJ5 | $ 17,137 | $ 24,479 |
| Bladen | TLCTJWDJH1H9 | $ 15,401 | $ 22,000 | Macon | LLPJBC6N2LL3 | $ 15,401 | $ 22,000 |
| Brunswick | MJBMXLN9NJT5 | $ 34,592 | $ 49,413 | Madison | YQ96F8BJYTJ9 | $ 15,401 | $ 22,000 |
| Buncombe | W5TCDKMLHE69 | $ 58,736 | $ 83,902 | MTW | ZKK5GNRNBBY6 | $ 15,401 | $ 22,000 |
| Burke | G855APCNL591 | $ 23,889 | $ 34,125 | Mecklenburg | EZ15XL6BMM68 | $ 287,182 | $ 410,228 |
| Cabarrus | RXDXNEJKJFU7 | $ 53,831 | $ 76,895 | Montgomery | E78ZAJM3BFL3 | $ 15,401 | $ 22,000 |
| Caldwell | HL4FGNJNGE97 | $ 23,762 | $ 33,943 | Moore | HFNSK95FS7Z8 | $ 15,401 | $ 22,000 |
| Carteret | UC6WJ2MQMJS8 | $ 15,401 | $ 22,000 | Nash | NF58K566HQM7 | $ 25,800 | $ 36,855 |
| Caswell | JDJ7Y7CGYC86 | $ 15,401 | $ 22,000 | New Hanover | F7TLT2GMEJE1 | $ 56,124 | $ 80,171 |
| Catawba | GYUNA9W1NFM1 | $ 45,167 | $ 64,519 | Northampton | CRA2KCAL8BA4 | $ 15,401 | $ 22,000 |
| Chatham | KE57QE2GV5F1 | $ - | $ - | Onslow | EGE7NBXW5JS6 | $ 90,843 | $ 129,766 |
| Cherokee | DCEGK6HA11M5 | $ 15,401 | $ 22,000 | Orange | GFFMCW9XDA53 | $ - | $ - |
| Clay | HYKLQVNWLXK7 | $ 15,401 | $ 22,000 | Pamlico | FT59QFEAU344 | $ 15,401 | $ 22,000 |
| Cleveland | UWMUYMPVL483 | $ 36,376 | $ 51,961 | Pender | T11BE678U9P5 | $ 15,401 | $ 22,000 |
| Columbus | V1UAJ4L87WQ7 | $ 18,730 | $ 26,754 | Person | FQ8LFJGMABJ4 | $ 15,401 | $ 22,000 |
| Craven | LTZ2U8LZQ214 | $ 34,146 | $ 48,776 | Pitt | VZNPMCLFT5R6 | $ 54,404 | $ 77,714 |
| Cumberland | HALND8WJ3GW4 | $ 131,168 | $ 187,369 | Polk | QZ6BZPGLX4Y9 | $ 15,401 | $ 22,000 |
| Dare | ELV6JGB11QK6 | $ 15,401 | $ 22,000 | Randolph | T3BUM1CVS9N5 | $ 40,325 | $ 57,603 |
| Davidson | C9P5MDJC7KY7 | $ 44,147 | $ 63,063 | Richmond | Q63FZNTJM3M4 | $ 24,080 | $ 34,398 |
| Davie | L8WBGLHZV239 | $ 15,401 | $ 22,000 | Robeson | LKBEJQFLAAK5 | $ 44,975 | $ 64,246 |
| Duplin | KZN4GK5262K3 | $ 26,565 | $ 37,947 | Rockingham | KGCCCHJJZZ43 | $ 24,335 | $ 34,762 |
| Durham | LJ5BA6U2HLM7 | $ - | $ - | Rowan | GCB7UCV96NW6 | $ 34,656 | $ 49,504 |
| Edgecombe | MAN4LX44AD17 | $ 15,401 | $ 22,000 | Sampson | WRT9CSK1KJY5 | $ 21,850 | $ 31,213 |
| Foothills | NGTEF2MQ8LL4 | $ 32,553 | $ 46,501 | Scotland | FNVTCUQGCHM5 | $ 15,401 | $ 22,000 |
| Forsyth | V6BGVQ67YPY5 | $ 114,096 | $ 162,981 | Stanly | U86MZUYPL7C5 | $ 20,959 | $ 29,939 |
| Franklin | FFKTRQCNN143 | $ 15,401 | $ 22,000 | Stokes | W41TRA3NUNS1 | $ 15,401 | $ 22,000 |
| Gaston | QKY9R8A8D5J6 | $ 55,933 | $ 79,898 | Surry | FMWCTM24C9J8 | $ 16,309 | $ 23,296 |
| Graham | L8MAVKQJTYN7 | $ - | $ - | Swain | TAE3M92L4QR4 | $ 15,401 | $ 22,000 |
| Granv-Vance | MGQJKK22EJB3 | $ 26,055 | $ 37,219 | Toe River | JUA6GAUQ9UM1 | $ 15,401 | $ 22,000 |
| Greene | VCU5LD71N9U3 | $ 15,401 | $ 22,000 | Transylvania | W51VGHGM8945 | $ 15,401 | $ 22,000 |
| Guilford | YBEQWGFJPMJ3 | $ 178,246 | $ 254,618 | Union | LHMKBD4AGRJ5 | $ 42,236 | $ 60,333 |
| Halifax | MRL8MYNJJ3Y5 | $ 15,401 | $ 22,000 | Wake | FTJ2WJPLWMJ3 | $ 253,545 | $ 362,180 |
| Harnett | JBDCD9V41BX7 | $ 31,980 | $ 45,682 | Warren | TLNAU5CNHSU5 | $ 15,401 | $ 22,000 |
| Haywood | DQHZEVAV95G5 | $ 15,401 | $ 22,000 | Wayne | DACFHCLQKMS1 | $ 56,061 | $ 80,080 |
| Henderson | TG5AR81JLFQ5 | $ 24,654 | $ 35,217 | Wilkes | M14KKHY2NNR3 | $ 15,401 | $ 22,000 |
| Hoke | C1GWSADARX51 | $ 22,551 | $ 32,214 | Wilson | ME2DJHMYWG55 | $ 27,776 | $ 39,676 |
| Hyde | T2RSYN36NN64 | $ - | $ - | Yadkin | PLCDT7JFA8B1 | $ 15,401 | $ 22,000 |
| Iredell | XTNRLKJLA4S9 | $ 35,101 | $ 50,141 | Yancey | M4SJK9AKVEZ8 | $ 15,401 | $ 22,000 |

| Activity 415<br><br>Service Period<br><br>Payment Period | | AA | 13A2<br>570F<br>JQ<br><br>06/01-09/30<br><br>07/01-11/30 | Total Allocated | 13A2<br>570G<br>JQ<br><br>06/01-05/31<br><br>07/01-06/30 | Total Allocated | 13A2<br>570H<br>JQ<br><br>06/01-05/31<br><br>07/01-06/30 | Total Allocated | Proposed Total | New Total |
|---|---|---|---|---|---|---|---|---|---|---|
| 01 Alamance | * | 0 | 10,049 | $0.00 | 12,988 | $0.00 | 53,767 | $0.00 | 76,804 | 76,804 |
| D1 Albemarle | * | 0 | 6,069 | $0.00 | 7,824 | $0.00 | 32,426 | $0.00 | 46,319 | 46,319 |
| 02 Alexander | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 04 Anson | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| D2 Appalachian | * | 0 | 3,291 | $0.00 | 4,243 | $0.00 | 17,582 | $0.00 | 25,116 | 25,116 |
| 07 Beaufort | * | 0 | 3,303 | $0.00 | 4,258 | $0.00 | 17,646 | $0.00 | 25,207 | 25,207 |
| 09 Bladen | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 10 Brunswick | * | 0 | 6,474 | $0.00 | 8,347 | $0.00 | 34,592 | $0.00 | 49,413 | 49,413 |
| 11 Buncombe | * | 0 | 10,993 | $0.00 | 14,173 | $0.00 | 58,736 | $0.00 | 83,902 | 83,902 |
| 12 Burke | * | 0 | 4,471 | $0.00 | 5,765 | $0.00 | 23,889 | $0.00 | 34,125 | 34,125 |
| 13 Cabarrus | * | 0 | 10,075 | $0.00 | 12,989 | $0.00 | 53,831 | $0.00 | 76,895 | 76,895 |
| 14 Caldwell | * | 0 | 4,447 | $0.00 | 5,734 | $0.00 | 23,762 | $0.00 | 33,943 | 33,943 |
| 16 Carteret | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 17 Caswell | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 18 Catawba | * | 0 | 8,453 | $0.00 | 10,899 | $0.00 | 45,167 | $0.00 | 64,519 | 64,519 |
| 19 Chatham | | | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| 20 Cherokee | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 22 Clay | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 23 Cleveland | * | 0 | 6,808 | $0.00 | 8,777 | $0.00 | 36,376 | $0.00 | 51,961 | 51,961 |
| 24 Columbus | * | 0 | 3,505 | $0.00 | 4,519 | $0.00 | 18,730 | $0.00 | 26,754 | 26,754 |
| 25 Craven | * | 0 | 6,391 | $0.00 | 8,239 | $0.00 | 34,146 | $0.00 | 48,776 | 48,776 |
| 26 Cumberland | * | 0 | 24,550 | $0.00 | 31,651 | $0.00 | 131,168 | $0.00 | 187,369 | 187,369 |
| 28 Dare | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 29 Davidson | * | 0 | 8,263 | $0.00 | 10,653 | $0.00 | 44,147 | $0.00 | 63,063 | 63,063 |
| 30 Davie | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 31 Duplin | * | 0 | 4,972 | $0.00 | 6,410 | $0.00 | 26,565 | $0.00 | 37,947 | 37,947 |
| 32 Durham | | | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| 33 Edgecombe | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| D7 Foothills | * | 0 | 6,093 | $0.00 | 7,855 | $0.00 | 32,553 | $0.00 | 46,501 | 46,501 |
| 34 Forsyth | * | 0 | 21,354 | $0.00 | 27,531 | $0.00 | 114,096 | $0.00 | 162,981 | 162,981 |
| 35 Franklin | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 36 Gaston | * | 0 | 10,468 | $0.00 | 13,497 | $0.00 | 55,933 | $0.00 | 79,898 | 79,898 |
| 38 Graham | | | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| D3 Gran-Vance | * | 0 | 4,877 | $0.00 | 6,287 | $0.00 | 26,055 | $0.00 | 37,219 | 37,219 |
| 40 Greene | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 41 Guilford | * | 0 | 33,361 | $0.00 | 43,011 | $0.00 | 178,246 | $0.00 | 254,618 | 254,618 |
| 42 Halifax | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 43 Harnett | * | 0 | 5,985 | $0.00 | 7,717 | $0.00 | 31,980 | $0.00 | 45,682 | 45,682 |
| 44 Haywood | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 45 Henderson | * | 0 | 4,614 | $0.00 | 5,949 | $0.00 | 24,654 | $0.00 | 35,217 | 35,217 |
| 47 Hoke | * | 0 | 4,221 | $0.00 | 5,442 | $0.00 | 22,551 | $0.00 | 32,214 | 32,214 |
| 48 Hyde | | | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| 49 Iredell | * | 0 | 6,570 | $0.00 | 8,470 | $0.00 | 35,101 | $0.00 | 50,141 | 50,141 |
| 50 Jackson | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 51 Johnston | * | 0 | 9,884 | $0.00 | 12,743 | $0.00 | 52,812 | $0.00 | 75,439 | 75,439 |
| 52 Jones | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 53 Lee | * | 0 | 3,040 | $0.00 | 3,920 | $0.00 | 16,245 | $0.00 | 23,205 | 23,205 |
| 54 Lenoir | * | 0 | 3,243 | $0.00 | 4,181 | $0.00 | 17,328 | $0.00 | 24,752 | 24,752 |
| 55 Lincoln | * | 0 | 3,207 | $0.00 | 4,135 | $0.00 | 17,137 | $0.00 | 24,479 | 24,479 |
| 56 Macon | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 57 Madison | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| D4 M-T-W | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 60 Mecklenburg | * | 0 | 53,749 | $0.00 | 69,297 | $0.00 | 287,182 | $0.00 | 410,228 | 410,228 |
| 62 Montgomery | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 63 Moore | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 64 Nash | * | 0 | 4,829 | $0.00 | 6,226 | $0.00 | 25,800 | $0.00 | 36,855 | 36,855 |
| 65 New Hanover | * | 0 | 10,504 | $0.00 | 13,543 | $0.00 | 56,124 | $0.00 | 80,171 | 80,171 |
| 66 Northampton | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 67 Onslow | * | 0 | 17,002 | $0.00 | 21,921 | $0.00 | 90,843 | $0.00 | 129,766 | 129,766 |
| 68 Orange | | | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| 69 Pamlico | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 71 Pender | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 73 Person | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 74 Pitt | * | 0 | 10,182 | $0.00 | 13,128 | $0.00 | 54,404 | $0.00 | 77,714 | 77,714 |
| 75 Polk | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 76 Randolph | * | 0 | 7,547 | $0.00 | 9,731 | $0.00 | 40,325 | $0.00 | 57,603 | 57,603 |
| 77 Richmond | * | 0 | 4,507 | $0.00 | 5,811 | $0.00 | 24,080 | $0.00 | 34,398 | 34,398 |
| 78 Robeson | * | 0 | 8,418 | $0.00 | 10,853 | $0.00 | 44,975 | $0.00 | 64,246 | 64,246 |
| 79 Rockingham | * | 0 | 4,555 | $0.00 | 5,872 | $0.00 | 24,335 | $0.00 | 34,762 | 34,762 |
| 80 Rowan | * | 0 | 6,486 | $0.00 | 8,362 | $0.00 | 34,656 | $0.00 | 49,504 | 49,504 |
| 82 Sampson | * | 0 | 4,090 | $0.00 | 5,273 | $0.00 | 21,850 | $0.00 | 31,213 | 31,213 |
| 83 Scotland | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 84 Stanly | * | 0 | 3,923 | $0.00 | 5,057 | $0.00 | 20,959 | $0.00 | 29,939 | 29,939 |
| 85 Stokes | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 86 Surry | * | 0 | 3,052 | $0.00 | 3,935 | $0.00 | 16,309 | $0.00 | 23,296 | 23,296 |
| 87 Swain | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| D6 Toe River | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 88 Transylvania | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 90 Union | * | 0 | 7,905 | $0.00 | 10,192 | $0.00 | 42,236 | $0.00 | 60,333 | 60,333 |
| 92 Wake | * | 0 | 47,454 | $0.00 | 61,181 | $0.00 | 253,545 | $0.00 | 362,180 | 362,180 |
| 93 Warren | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 96 Wayne | * | 0 | 10,492 | $0.00 | 13,527 | $0.00 | 56,061 | $0.00 | 80,080 | 80,080 |
| 97 Wilkes | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 98 Wilson | * | 0 | 5,198 | $0.00 | 6,702 | $0.00 | 27,776 | $0.00 | 39,676 | 39,676 |
| 99 Yadkin | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 00 Yancey | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| Totals | | | 549,829 | 0 | 708,878 | 0 | 2,937,716 | 0 | 4,196,423 | 4,196,423 |

| | |
|---|---|
| Sign and Date - DPH Program Administrator<br>Sarah Gabriel 3/30/23 | Sign and Date - DPH Section Chief<br>Kimberly D Lovendushi 3/30/23 |
| Sign and Date - ~~DPH Budget Officer~~ ~~DPH Budget Officer~~<br>Approved by DCFW Budget Admin<br>Lisa Rogers 3-30-23 | Sign and Date - ~~DPH Budget Officer~~ DCFW Budget Manager<br>Alexia Forte 4.27.2023 |

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Sarah Pack, Clerk to the Board |
| **DATE:** | 7/17/23 |
| **SUBJECT:** | Consider Approval of the Minutes |

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Please consider approving the minutes of the following meetings:

- 6/19/23 Regular Meeting
- 6/26/23 Special Meeting

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| June 19, 2023 Draft Minutes | 6/28/2023 | Cover Memo |
| June 16, 2023 Draft Minutes | 6/28/2023 | Cover Memo |

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

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

**Rowan County Board of Commissioners**
130 West Innes Street · Salisbury, NC 28144
Telephone 704-216-8181 · Fax 704-216-8195

# MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS June 19, 2023 – 6:00 PM J. NEWTON COHEN, SR. ROOM J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

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

## Call to Order

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

## Consider Additions to the Agenda

Chairman Edds requested three additions to the agenda:

- Budget Amendment for Occupancy Taxes (Consent Item CC)
- Budget Amendment for Inmate Canteen Supplies (Consent Item DD)
- Budget Amendment for Airport Hangar Debt Proceeds (Consent Item EE)

Commissioner Pierce requested that Item S, the Plan Design Approval for the New Transit Building, be put out for bid.

## Consider Deletions From the Agenda

There were no deletions from the agenda.

## Consider Approval of the Agenda

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

## Consider Approval of the Consent Agenda

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

*A. Ambulance Franchise Agreement*

*B. DSS and Rowan Transit Memorandum of Agreement*
*C. Budget Amendments, as follows:*

| | | |
|---|---|---|
| *Animal Services* | *To recognize increase in Animal Control Donations and Medical Supplies Cost* | *$841* |
| *Finance* | *To recognize increase in North Carolina Vehicle Tax System Revenues and Fees* | *$40,000* |
| *Animal Services* | *To recognize increase in Adoption Spay/Neuter Vouchers* | *$4,559* |
| *Social Services* | *To budget donations received* | *$357,231* |
| *Finance* | *To recognize increase in revenues and disposal fees at the Landfill* | *$40,000* |
| *Airport* | *To recognize increase in Airport fuel revenue and expenses* | *$90,000* |
| *Finance* | *Transfer funds to cover Vehicles Fleet/Target contract through fiscal year end* | *$203,756* |
| *Finance* | *Transfer funds to cover Vehicles Fleet/Non-Target contract through fiscal year end* | *$133,832* |
| *Finance* | *To recognize increase in Occupancy tax received and paid out to Rowan County Tourism (agenda addition-Consent item CC)* | *$235,000* |
| *Sheriff's Office* | *To recognize increase in Inmate Canteen revenues and expenses (agenda addition-Consent item DD)* | *$50,000* |
| *Airport* | *To budget debt proceeds for Airport Hangar (agenda addition-Consent item EE)* | *$17,438,000* |

*D. Sole-Source Zoom*
*E. Sole-Source 120 Water*
*F. Sole-Source Auvik Networks, Incorporated*
*G. GRANT APPLICATION: Approve County Manager to Sign Supporting Documents for Upcoming Rowan Transit Service Grant Applications*
*H. Consider Approval of the Minutes - 6/5/23*
*I. GRANT AGREEMENT: Request to approve State Library of North Carolina Library Service and Technology Act Grant Agreement for Rowan Public Library*
*J. Sole-Source Avineon*
*K. Sole-Source Cemco Systems Incorporated*
*L. Tax Refunds for Approval*
*M. Sole-Source Tyler Technologies EnerGov*
*N. County Manager Multi-Rater Assessment*
*O. Sole-Source Vulcan Material, Toysmith, and Aurora*
*P. Sole-Source Patagonia - HOPE Program*
*Q. Addendum E to Systel Business Equipment Company, Incorporated*

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*R. Amendment Number 1 - David Schlang*
*S. Plan Design Approval for New Transit Building (Commissioner Pierce requested that this item be put out for bid during the Agenda Additions portion of the meeting)*
*T. Home Care Community Block Grant Allocation Request*
*U. GRANT AGREEMENT: Extension Request for Building Reuse Grant ("Agility")*
*V. Contracts for Liability and Property Pool and Workers' Compensation Pool*
*W. Sole-Source CivicPlus*
*X. Country Boy Landscaping Invoice 1*
*Y. Sole-Source Bluebeam*
*Z. Set a Public Hearing for Project Swarm for July 17, 2023*
*AA. West End Plaza/Wharton Smith Change Order*
*BB. Request for Qualifications for High Rock Lake*
*CC. Budget Amendment for Occupancy Taxes (Agenda Addition)*
*DD. Budget Amendment for Inmate Canteen Supplies (Agenda Addition)*
*EE. Budget Amendment for Airport Hangar Debt Proceeds (Agenda Addition)*

**Public Comment**

Chairman Edds opened the floor for public comment and closed it after everyone who wished to speak had done so.

**Pam Bloom**, 844 North Craige Street, Salisbury, thanked the public-school teachers, staff, and administrators for their continued efforts in educating. She applauded the schools and students. The economy depends on public schools. If the commissioners don't support the public-school environment, people will look for school systems that are better supported.

**Rowan County Youth Voice Representative**

Chairman Edds welcomed Nathan Croyle, who is the North Carolina 4-H delegate who will be representing Rowan County at the Youth Voice Summit during the North Carolina Association of County Commissioners annual meeting in August. Mr. Croyle gave a short presentation about his 4-H experiences and how 4-H has impacted his life as required in order to participate in the Youth Voices Summit.

Commissioner Klusman shared how 4-H has impacted her life as well.

**Financial Reports**

Finance Director Anna Bumgarner presented the financial reports. She compared annual cumulative expenditures, with 2023 totaling $144,249,823 for May. Annual cumulative revenue is up for 2023, with $184,084,876 for May. In April, the annual cumulative property tax for 2023 was $91,906,366.

Ms. Bumgarner said in February 2023, the annual cumulative sales tax was $26,924,884. She compared monthly sales taxes from 2020 to 2023.

Commissioner Caskey asked if there were loan proceeds in the revenues and Ms. Bumgarner said yes, there are loan proceeds that haven't been spent yet.

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**Review and Discussion of Fiscal Year 2023-2024 Proposed Budget**

County Manager Aaron Church handed out a list of recommended budgetary adjustments (Attachment A) and explained each item. Due to the Medicaid expansion, there may be additional requests for new positions. The cost for the new Sheriff's Office position includes a vehicle and outfitting the position. The actual salary is $58,000 annually. Mr. Church explained the action required if the changes were accepted.

**Public Hearing – Fiscal Year 2023-2024 Proposed Budget**

At 6:25 p.m. Chairman Edds opened the Public Hearing.

**Connie Byrne**, 216 Goldston Street, Kannapolis, said there has been a lot of discussion about the tax revaluation. She described expenses that the County will have to provide for over the next several years. The city of Kannapolis has not reduced the tax rate. She discussed the change in her property taxes. She urged anyone over the age of 65 to explore tax deferment options. She thanked the Board and said increased property taxes are a fact of life.

**Kristen Swilley**, 162 Devon Forest Drive, Mooresville, read a letter into record on behalf of a Rowan-Salisbury School System educator (Attachment B).

**Tracy Walser**, 8 Pine Tree Road, Salisbury, thanked the Board for their effort in creating the budget. The pay and pay supplement for educators is falling behind neighboring states. Recruitment is difficult and teachers leave Rowan County for better opportunities and better pay. Students are the ones who suffer. Rowan County public school teachers and staff need better financial support. Economic growth is only possible with a superior education system. She asked the Board to revisit the budget to consider investing more in public schools this fiscal year.

**Sandra Sullivan**, 665 Timberlane Trail, Salisbury, read her comments into record (Attachment C).

**Jason Walser**, 8 Pine Tree Road, Salisbury, thanked the Board for public school funding, particular for Knox and RCCC. There are significant needs and resources in the community. We are trying to attract young professionals, but they cannot afford to live here. He has reached out to the state regarding funding for teachers. This is an "all hands on deck" problem. We have a fantastic superintendent. He asked the Board to try to fund a bit more of the school's requested funding.

**Cindy Fink**, 105 Yorkshire Drive, Salisbury, Executive Director of Meals on Wheels, read her comments into the record (Attachment D).

**Karen Puckett**, 576 Adrian Road, Salisbury is a retired schoolteacher. She read her comments regarding fully funded schools into record (Attachment E).

**Brian Wymbs**, 203 Mitchell Avenue, Salisbury, talked about Leandro versus the State of North Carolina, where several counties came together to sue the state for more funding for public schools. It is important to fund schools properly. Mr. Wymbs gave statistics regarding the average supplement for schoolteachers for Rowan and surrounding counties, and said North

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Carolina is ranked at number 46 nationally in regards to teacher pay. He said we can't control what the state does, but we can help locally. He asked for the supplement to be funded.

**Alfred Wilson**, 8660 US Highway 601, Salisbury, has many family members who are teachers. The most important thing we can do as a society is to pass on collective knowledge to the next generation. Anything that we can do to support that, he agrees with.

Hearing no more comments, Chairman Edds closed the public hearing at 6:51 p.m.

Chairman Edds directed his comments to educators. The County is in a difficult position this fiscal year. The revaluation is a big issue. Many calls have been received on varying sides. Approximately 145,000 people want lower tax rates because they can't take a 46% tax increase. There will not be money left over in this budget. A meeting was held with the school system to discuss financial needs. The Board values the schools and school system.

The Board is trying to address challenges. There are questions the Board has that they discussed with the school board. The Board does not control teacher supplements. The Board gives a pot of money to the school system. How much a county contributes per student is comparable data. The Board was presented with data from other communities. Chairman Edds questioned why, if Rowan is paying higher per student than other communities, aren't teachers getting higher supplements. Chairman Edds gave dollar amounts per pupil of surrounding communities. He questioned why the Board can't add to teacher supplements. This has created a dialogue between the Board and the school system. This is an ongoing discussion. Chairman Edds gave examples of ways to find where dollars are going that could be redirected. The County is continuing to work with the school board to find a solution. A substantial amount of funding has been invested in education over the last eight or nine years. This budget has an additional $100 million allotted for education.

Commissioner Caskey said there are similar issues in law enforcement. He is interested in why teachers are leaving. Most law enforcement officers who leave don't want to be in that field anymore. He would like to look at all the different options available. Would additional money or teaching assistants help the situation? He questioned how much the school system received from the American Rescue Plan Act. This is an issue that needs to be addressed. This is a stressful time and people are angry. More funding may address part of the issue, but it won't address it all.

Commissioner Klusman thanked the parents and educators for their involvement in making change happen. More of the public needs to be involved in our children's education. It takes a community to raise children. Teachers are facing a lack of respect from students. There is a lack of value of education. People don't want to go into the teaching profession because they don't feel that people believe they are professionals. They aren't being treated like professionals. The community needs to gather together to rally state legislators. Children are just as much citizens as anyone else. Children are our future. There are very few doctors who work in Rowan County that actually live here. She thanked the Chairman and Vice-Chairman and said we need to consider raising our subsidy to our teachers. We are competing with neighboring counties for

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teachers. How do young people afford to become teachers? She asked the Board to remember that there are more people who support what the citizens are saying.

Vice-Chairman Greene said budgeting is a difficult situation. People don't value education the way they did years ago. No matter how much money the County puts in the school system, without families supporting children at home, they won't succeed. The COVID-19 pandemic had a terrible impact on schools and now we're having to make up for it. This Board values education. It's hard to have enough money to go around for everything everyone would like. The number of children who are not prepared to participate in kindergarten is atrocious. This Board wants to support the schools. Everything can't be done at one time. The Board will do the best they can to support education.

Commissioner Pierce said in the eleven budgets he's been a part of, there is never enough money to address all requests. The commissioners have to review all requests and do what they can. The board is here to take care of citizens, not make money. Teaching is not about the money, its about the commitment. Teachers have to be committed to education. He has been talking with Senator Carl Ford for two years. There is a voucher system for children coming out that follows the child to where they go to school. Knox Middle School won't need to be built if children are going to go to private and charter schools. Building this school can wait. We need to quit wasting dollars building schools we don't need. Until we see what the voucher system will do, we need to wait. Spending $55 million on a school is not something he supports. It's not improving education, it's detrimental to the taxpayer. More could be done with that money in the classrooms.

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve Fund 101 (General Fund) including the recommended adjustments (Attachment A) decreasing the Contingency amount from $700,000 to $48,671.*

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve Fund 201 (Fire District Fund).*

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve Fund 202 (Emergency Telephone System Fund).*

*On motion of Pierce, seconded by Klusman, the Board voted 5-0 to approve Fund 206 (Opioid Settlement Fund).*

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve Fund 501 (Risk Management Fund).*

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve Fund 601 (Landfill Fund).*

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve Fund 603 (Airport Fund).*

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*On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve Fund 605 (Water Fund).*

*On motion of Klusman, seconded by Pierce, the Board voted 5-0 to approve Fund 701 (Department of Social Services Trust Fund).*

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve Fund 702 (Fines and Forfeitures Fund).*

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve Fund 703 (American Rescue Plan Act Fund).*

At 7:38 p.m. Chairman Edds called for a recess.

At 7:51 p.m. the Board reconvened.

*On motion of Greene, seconded by Caskey, the Board voted 5-0 to approve the Fiscal Year 2023-2024 Budget with the proposed adjustments.*

**Public Hearing – HLC 01-23**

Aaron Poplin, Planning Technician, said in January of 2022, the Rowan County Historic Landmarks Commission (HLC) received an application from John Benjamin Knox to establish the Knox Farmhouse as a Rowan County historic landmark. The Knox Farmhouse is located at 915 Knox Road. further referenced as Rowan County Tax Parcel 279 012. The applicant wishes to designate the exterior of the house along with the 0.4 acres it sits on.

The HLC wishes to recognize the Knox Farmhouse because it is locally significant under the category of architecture. The architectural significance of the Knox Farmhouse few remaining examples of a wood framed farmhouse from the Antebellum period in rural western Rowan County, and for being a well-preserved example of vernacular Greek Revival style in a rural setting. Mr. Poplin discussed additions and alterations to the property.

On February 23, 2023, Planning Staff received comments from Kristi Brantley, State Historic Preservation Office (SHPO) staff member, regarding local designation application for the Knox Farmhouse. Ms. Brantley stated the report had significant information for a local governing board to determine if the house has local significance. SHPO only asked for a few clerical changes to the report, which was subsequently updated.

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

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On May 9, 2023, the HLC conducted a courtesy hearing to receive comments regarding the Knox Farmhouse designation. No one spoke in opposition to the designation. On a vote of 5-0, the HLC recommended landmark designation for the exterior of Knox Farmhouse.

The property owner, Mr. Knox, discussed the history of the house.

At 7:56 p.m. Chairman Edds opened the Public Hearing and closed it after no one wished to speak.

*On motion of Edds, seconded by Pierce, the Board voted 5-0 to approve HLC 01-23 and the designating ordinance, as follows:*

***AN ORDINANCE DESIGNATING THE KNOX FARMHOUSE, AND ADJOINING 0.4 ACRESIN THE JURISDICTION OF ROWAN COUNTY, NORTH CAROLINA AS A LOCAL HISTORIC LANDMARK***

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

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

*WHEREAS, on the 19th day of June, 2023 a public hearing was held in the J. Newton Cohen, Sr. Room, in the J. Newton Cohen, Sr. Building, Salisbury, NC, by the Rowan County Board of Commissioners to determine whether the Knox Farmhouse should be designated as a local historic landmark; and*

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

*WHEREAS, the Knox Farmhouse is believed to be one of the few examples of a wood framed farmhouses from the Antebellum period in rural Western Rowan County; and*

*WHEREAS, construction of the Knox Farmhouse began circa 1854; and*

*WHEREAS, the Knox Farmhouse is the farm seat for the Knox Farm which has been in continuous operation since the mid eighteenth century; and*

*WHEREAS, the Knox Farmhouse and adjoining 0.4 acres are an important historic resource worthy of preservation,*

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

*1. The Knox Farmhouse and adjoining 0.4 acres at 915 Knox Rd. in the County of Rowan is hereby designated as a Local Historic Landmark pursuant to Part 3C, Article 19, Chapter 160A of the North Carolina General Statutes. This property is presently owned by John Benjamin Knox and Angela Poteat Knox and is further identified as part of Rowan County tax parcel 279 012.*

*2. The significant features of the building's exterior located on said property may not be moved, demolished, materially altered, restored or removed without a Certificate of Appropriateness being issued by the Historic Landmark*

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*Commission of Rowan County. Any application for the demolition of this building shall require the waiting period set forth in the Historic Landmarks Ordinance.*

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

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

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

**Public Hearing – Road Name Changes for Possum Hollow and Cordell Cove**

Pamela Ealey, Planning Technician, said the following road name changes have been submitted to the Rowan County Planning Department and are presented for approval by the Board of Commissioners. She showed a geographic information system (GIS) map of the locations and discussed the requests.

1. Currently Known As: Not Applicable
   Proposed Name: Possum Hollow Road
   Location: driveway that connects to Marsh Campsite Road in the 200 block and then connects to SR2168 Goodman Lake Road in the 6600 block
   Property Owners: Crane Point, Limited Liability Company (LLC)
   Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

2. Currently Known As: Not Applicable
   Proposed Name: Cordell Cove Road
   Location: driveway that connects to Marsh Campsite Road in the 100 block and then connects to SR2168 Goodman Lake Road in the 6600 block
   Property Owners: Crane Point, LLC
   Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

At 7:58 p.m. Chairman Edds opened the Public Hearing and closed it after no one wished to speak.

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*On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve the road name change requests for Possum Hollow Road and Cordell Cove Road as presented.*

**Public Hearing – New Road Name off of Old Tulip Farm Road**

Aaron Poplin, Planning Technician, said the following road name change has been submitted to the Rowan County Planning Department and is presented for approval by the Board of Commissioners. He showed a geographic information system (GIS) map of the locations and discussed the requests.

1. Currently Known As: Not Applicable
   Proposed Names: Parsley Trail
   Location: driveway that connects to a private road Old Tulip Farm Road in the 250 block
   Property Owners: Caroline Tedorovici, Thomas Parsley Junior (Jr.), Paul and Lisa Cogar.
   Reason for Change: 3 single family dwellings will share this driveway and therefore it must be named.
   Background: The three lots in this petition originated from two separate family subdivisions. Thomas Parsley Jr, as the original property owner, conveyed the other two lots to his daughters. When the second division was completed in March 2023 this triggered the need for naming the driveway. Planning staff originally tried to name the driveway "Parsley Trail" by plat, but after recordation realized that a road name petition would be necessary.

Staff talked with both Thomas Parsley Jr. and the Cogars and informed them of the petition process. Staff mailed a petition to all three property owners and recommended that they work together to submit a unanimous petition. After more than a month the property owners could not produce a unanimous petition and instead submitted two separate road name petitions. Parsley Trail was submitted as a majority petition having two of the three properties sign the petition and Lofty Pines Lane was submitted as a less than majority petition with only one of the three properties signing off on the petition.

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At 8:01 p.m. Chairman Edds opened the public hearing.

**Thomas Parsley, Jr**., 1050 Parsley Trail, Salisbury, gave a brief history of the properties bordering the road. He received documentation saying the road would be named Parsley Trail but didn't realize the process wasn't followed correctly. This process is to correct that.

**Paul Cogar**, 251 Old Tulip Farm Road, Salisbury, read his comments into record (Attachment F). The road name was chosen by one person. He would prefer a neutral name that everyone agrees upon that isn't tied to a property owner.

**Caroline Tedorovici** inherited her property, deeded to her by Mr. Parsley, and was not aware that the road would have to be named once it had three parcels on it. She understands that there are protocols in place for road naming. She has tried to maintain neutrality. She votes with her father on Parsley Trail because he gave her the land freely.

Hearing no further comments, Chairman Edds closed the public hearing at 8:12 p.m.

Commissioner Klusman said that she hopes, after the decision is made, that family members can reconcile.

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve the road name request and name the driveway Parsley Trail.*

**Board Appointments**

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to appoint John Denny and Jeffrey Matthews to the two available Business Community Seats and appoint Garry Perry to the Pilot Seat on the Airport Advisory Board.* *****Clerk's note: This appointment was made in error and was corrected after the Board came out of Closed Session. See below in Minutes for corrected appointment.*****

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to appoint Frank Greene, Bryant Clark, and Kenneth Cole to the three available County seats on the Atwell Township Volunteer Fire Department Fire Commission.*

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to appoint William Downs to the Faith Community seat on the Juvenile Crime Prevention Council.*

*On motion of Pierce, seconded by Klusman, the Board voted 5-0 to appoint Erin Moody to the General Seat on the Juvenile Crime Prevention Council.*

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to appoint Brent Mincey to the County seat on the Locke Volunteer Fire Department Fire Commission.*

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to appoint Joe Luckadoo, Jimmy Wolford, and Clyde Ashe to the three available County seats on the Miller Ferry Volunteer Fire Department Fire Commission.*

*On motion of Pierce, seconded by Klusman, the Board voted 5-0 to appoint Courtney Gordon to the At Large seat on the Rowan Transit System Advisory Board.*

*On motion of Pierce, seconded by Klusman, the Board voted 5-0 to appoint Eric Brady to the County seat on the Union Volunteer Fire Department Fire Commission.*

**Closed Session**

*At 8:16 p.m. on motion of Edds, seconded by Pierce, the Board voted 5-0 to enter into closed session pursuant to NCGS 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on June 5, 2023, as described by NCGS 143-318.10(e) providing that minutes or an account of a closed session may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session, and pursuant to NCGS 143-318.11(a)(3) to*

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*consult with an attorney employed or retained by the public body in order to preserve attorney-client privilege regarding a matter involving Millbridge Speedway and Rowan County.*

**Regular Session**

At 8:25 p.m. regular session resumed.

The Clerk noted that there was an error with the Airport Advisory Board appointments. There was only one Business Community seat available. There were two applications: John Denny and Jeffrey Matthews.

*On motion of Pierce, seconded by Edds, the Board voted 5-0 to appoint Jeffrey Matthews to the Business Community Seat on the Airport Advisory Board.*

**Adjournment**

*At 8:28 p.m., on motion of Pierce, seconded by Klusman, the Board voted 5-0 to adjourn.*

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Sarah Pack, NCCCC
Clerk to the Board

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MOTION: Approve the budget as presented with the following changes.

FY 2024 BUDGET
19-Jun-23
Recommended Adjustments to Budget

| REDUCE / INCREASE | ORG | OBJECT | ACCOUNT DESCRIPTION | FY 2024 MANAGER'S BUDGET | FY 2024 REVISED BUDGET | Difference |
|---|---|---|---|---|---|---|
| Increase | 1155090 | 591006 | Rowan Rescue Squad | $ 398,000 | $ 435,000 | $ (37,000) |
| Increase | 1155310 | 534030 | Technology Services | $ 50,905 | $ 115,175 | $ (64,270) |
| Increase | 1155310 | 532000 | Professional Services | $ - | $ 97,470 | $ (97,470) |
| Increase | 1154112 | 532017 | Consulting Services | $ 150,000 | $ 180,000 | $ (30,000) |
| Increase | Various | Various | New Position *Detective Sergeant* | $ - | $ 156,406 | $ (156,406) |
| Increase | Paid Military Leave from 136 hours to 172 hours | | | | | |
| Increase | Purchase 4 new vehicles for Health Department | | | | $ 114,000 | $ (114,000) |
| Increase | 1156240 | 57400 | Wood Leaf Park - C/A | $ - | $ 50,000 | $ (50,000) |
| Increase | Various | Various | New Position *Park Maintenance III* | $ - | $ 66,547 | $ (66,547) |
| Increase | Various | Various | New P/T Position *Resource Conservation Easement Specialist* | | $ 35,363 | $ (35,636) |
| Decrease | 1154112 | 599000 | Contingency | $ 700,000 | $ 48,671 | $ 700,000 |
| TOTAL | | | | | | $ 48,671 |

This includes creating the following new positions
1. Part-time Resource Conservation Easement Specialist
2. Full-time Parks Maintenance III
3. Full-time Detective Sergeant

DRAFT

June, 17, 2023
Current RSS School Teacher

Dear esteemed members of the Rowan County Board of Commissioners:

I'm anonymously writing this letter in an effort to have my voice heard as a current public school teacher in Rowan County, without the risk of losing my job. I'm a veteran teacher and am fully invested in the interest of ALL students in Rowan County and I feel the need to advocate for the voiceless.

As you know, 17% of all students entering Kindergarten in Rowan are actually Kindergarten Ready. This means that 83% of our parents in Rowan are unaware of how to prepare their children for school or they just don't have access to the resources to aid in the process. This coincides with the data that shows 30% of our parents have a degree in higher education or a certificate for some sort of trade. This data should translate to the ABSOLUTE necessity of having an abundance (if not an army) of highly trained teachers, counselors, mentors, and professionals in our Rowan Salisbury Public School System. Unfortunately, I wanted to tell you that the reality is quite the opposite and the lack of adults in our public educational buildings is at an all time low and it is UNSAFE. The time is now to attract more educated professionals to work at RSS with a more attractive teaching supplement and all other incentives that we can provide.

The following is a snapshot of what I witnessed this year and I am just one educator at one school.

I had an average of 32 students per core class, but my other colleagues on my grade level had 35 (in tested core classes). Because of teachers leaving RSS during the middle of the year, different colleagues from the same building had 60 students at one time (in tested areas). In addition to the absence of core teachers, the lack of EC teachers in the building was horrific and there was a void in services in one particular classroom for over half a school year. This is obscene and alarming when such a large percentage of our children come to us in Rowan needing meals, positive adult relationships, mentorship, counseling, mental health access and of course solid teaching.

Needless to say, I had an inordinate amount of students with high needs this year. Literacy levels ran the gamut, mental health issues were off the charts, and social/emotional skills were sadly deficient in the majority of my students. However, I want to share the day in the life of one student with you so you can understand the importance of this letter.

"LOVE" spent the first half of the year depressed and not working on any of the class work for ALL classes. He/she did however, spend many hours trying to figure out his/her identity. He/she went back and forth from boy to girl multiple times. He/she went from gay to straight multiple times and by the end of the year was cutting himself/herself. This high needs child was in a core class of more than 30 students per day and then had an elective class of 30 where the

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teacher left mid year. With no sub 3 out of 5 days of the week, the class would shut down and everyone would be funneled to the gym. This is where 70-90 students would be stored and monitored by one poor PE teacher for an hour. Can you imagine the chaos everyday for LOVE and his/her classmates?

LOVE and ALL students of Rowan Salisbury Schools deserve better and need your help in order to attract and retain professionals in Rowan and build a massive team of highly qualified specialists, mentors, role models, counselors, and teachers. We must invest today in order to make our schools a SAFE place to educate, enlighten, and inspire future generations in our community.

Thank you for your time.

Sincerely,

An Advocate for the Voiceless

DRAFT

Good evening. My name is Sandra Sullivan. I am anticipating my 34th year of teaching at Salisbury High School and am myself a product of our BSS system - from Overton to Knox to Salisbury High. I also serve as Site Support Leader to serve our Beginning Teachers at Salisbury High. We have approximately 23 beginning teachers at my school which forces me to add my voice to this conversation of our supplement increase. Speaking during public comment is not my usual mode of operation. However, our state of NC has put all teachers in a position to fight for every step of gains we achieve. As I near the end of my career, I hope to see our BOWAN system continue to recruit highly qualified teachers and retain those that will work with them as they grow. We place a burden on experienced teachers if we can only attract those w/no experience, qualifications, or certification. We are in danger of losing these highly qualified teachers who do not need to travel far for more compensation. During this school year, I served on a Teacher Led System recruitment and retention committee where we

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Considered different avenues to recruit and retain. Yet with the ~~State~~ of our economy and little action being taken in our State Legislature our County must take note that money will be the loudest voice to increase the quality of professionals in our schools which in turn attracts newcomers and businesses to our area which will cause our community to grow and thrive. Thank you for allowing me to speak as I am passionate that our RSS system must thrive for our county to prosper. Other counties have heard the call and met the need. It is time for Rowan to increase our supplement also.

DRAFT

Meals on Wheels Rowan

Thank you for your generous allocation in the current budget year. Your allocation helped us provide over 100,000 meals through our programs. Our goal is to serve homebound seniors with home-delivered meals and mobility-challenged seniors with our grocery program. Our Charlie, tablet program encourages social engagement. And in cooperation with Rowan Helping Ministries, we deliver USDA Food boxes to their clients who have no transportation.

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We are currently serving up to 300 individuals every day.

One hundred of these individuals receive free meals. The other 200 clients pay on a sliding scale. We currently have 15 individuals on our waiting list.

Our total meal program cost in Fiscal Year 23-24 will be $960,000. Last year I told you that our direct meal cost went up 70%. Unfortunately, it has not gone down.

In our request, we asked the County Commissioners to provide an allocation of only 10% of our total budget or $165,000 to help feed seniors.

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Some years ago, Rowan County determined that the best way to serve seniors was through non-profit agencies. Rowan County does not fund an Aging department or programming for senior services as some other counties do. Rowan County does not directly pay for senior center buildings or staffing.

Aside from the match for the Home Care Block Grant that is required by the state, the proposed budget includes funding for Rufty Holmes and Meals on Wheels at a total of $232,000.

Our next-door neighbor, Cabarrus County budgets over $2.5 million for Aging Services, Senior Centers and Meals.

DRAFT

We might be smaller in population, but I'd say you guys are driving a hard bargain. We are a growing county and our senior population is our fastest growing segment.

We plan for Education, Economic Development, Roads and more. Now it is time to plan for and FUND our Senior Programs. You can start by allocating $165,000 to home-delivered meals for homebound seniors.

DRAFT

I'm Karen Puckett and although I just retired this year, I've spent many years as a teacher in the wonderful Rowan-Salisbury school district. Today, I want to talk about the glaring need for fully funded public schools here and throughout the state. What would fully funded North Carolina public schools for learners in grades PreK-12 look like?

Association of Educators

The NCAE is advocating that the NCGA fully fund public schools by raising student funding to $15K per pupil (combination of local, state, and federal funds) which would include funding for student mental and physical health services (e.g. psychologists, counselors, social workers, and nurses), on-site after-school tutoring (with transportation), universal breakfast and lunch, instructional materials, and fair compensation for educators as our schools are losing an alarming number of teachers to other counties, states, and career paths.

Rowan-Salisbury Schools have a rich history and tradition that includes positive growth and change. My in-laws, who would have turned 92 this year, attended Rockwell High School and my mother-in-law continued on to Catawba College where she earned her teaching license and taught in our local schools for decades. Larger, more robust regional middle and high schools built in the early 60s allowed my husband to graduate from Erwin and East Rowan as did our two daughters, many years later.

My husband shares countless stories about former classmates who came from modest but hardworking families who leveraged their public school experience to receive college degrees or post high school training and achieve impressive and successful lives.

For our family, public schools have been a blessing. One daughter is earning a masters degree at UNC-G and last year, our other daughter graduated from Wake Forest Medical School.

I am asking the Commission to take the steps to participate in the continuance of a robust system of schools by accepting the board of education's budget request, and to encourage lawmakers at the state level to increase school funding. Strong and vibrant public schools will ensure an even better future for the citizens of Rowan County by making us business-friendly and competitive. The time for fully funded public schools is NOW!

DRAFT

Paul and Lisa Cogar
251 Old Tulip Farm Road
Salisbury, NC 28147
May 5, 2023

Rowan County Planning and Development and Rowan County Board of Commissioners
402 N Main Street
Salisbury, NC 28144

Dear Rowan County Planning and Development and Rowan County Board of Commissioners and Rowan County Board of Commisssioners:

As we were made aware, that back in March, the new road name, Parsley Trail was assigned incorrectly using the recorded subdivision plat, involving only ONE of the property owners. Efforts have been made to correct this situation per your guidance, using the road name petition process, intending to have all owners the opportunity to rename the road in collaboration together. The property owners were unable to come into agreement TOGETHER to rename the road using a neutral name (one not resembling a property owner's name or that was chosen by only one person without any other's input) we can all agree on, despite many attempts via phone calls, and in person meetings with all property owners, seeking cooperation from all parties. We have offered to make the change of address a smooth process by reimbursing any prior change of address fees paid thus far and any fees that are needed to move forward with a new name as well. We wanted to provide this information to you so that you are fully aware of the attempts made to follow the petition naming guidelines. At this point in time, since the property owners could not choose a NEW name TOGETHER, we feel that it is in everyone's best interest, for the Board of Commissioners to rename the road using a NEW NEUTRAL name to avoid any further conflict. Thank you all so much for your time, guidance, and consideration during this difficult process.

Paul and Lisa Cogar

DRAFT

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

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

**Rowan County Board of Commissioners**
130 West Innes Street · Salisbury, NC 28144
Telephone 704-216-8181 · Fax 704-216-8195

# MINUTES OF THE SPECIAL MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS
**June 26, 2023 – 3:00 PM**
**J. NEWTON COHEN, SR. ROOM**
**J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING**

DRAFT

PRESENT:
Greg Edds, Chairman
Jim Greene, Vice-Chairman
Mike Caskey, Commissioner
Judy Klusman, Commissioner

ABSENT:
Craig Pierce, Commissioner

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

## Call to Order

Chairman Edds called the meeting to order at 3:00 p.m. Chaplain Michael Taylor provided the invocation. Chairman Edds lead the Pledge of Allegiance.

## Consider Approval of the Agenda

Chairman Edds asked the Clerk to explain the changes to the agenda. Clerk to the Board Sarah Pack said that Change Order 1 for West End Plaza (Wharton Smith/asbestos abatement) would be removed from Consent Item A (West End Plaza Change Orders). He also said that the Request for the County Manager to Approve Change Orders (as a part of Consent Item A) would be updated to reflect the word "project" instead of the word "contract." This leaves the change order for ADW for the Wall Removal as the other remaining item under Consent Item A.

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

## Consider Approval of the Consent Agenda

*On motion of Klusman, seconded by Greene, the Board voted 4-0 to approve the Consent Agenda as amended, as follows:*

*A. West End Plaza Change Orders (*edited as listed above)*
*B. Clerical Correction of Fiscal Year 2024 Budget Recommended Adjustments*
*C. Fireworks Permits*

Chairman Edds said there was no other business to attend to.

**Adjournment**

*At 3:03 p.m., on motion of Klusman, seconded by Greene, the Board voted 4-0 to adjourn.*

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Sarah Pack, NCCCC
Clerk to the Board

DRAFT

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Purchasing Director & Allen Cress; Emergency Services Chief |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Sole Source - Everbridge |

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

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

The County request for this to be an approved sole source based on standardization or compatibility as the overriding consideration, with Everbridge. This software has been customized for emergency notification for: Emergency Management; Flood Plain Administration - residents in the flood have been registered in the system for Emergency Notification regarding :flooding of their property; and Health Department required emergency call procedures. Not to exceed $30,000.02.

Attached is the Everbridge Quote for FY24.

Board of Commissioners to approve the sole-source and authorize the Purchasing Director to approve the contract with Everbridge for FY24; not to exceed $30,000.02.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Quote | 6/30/2023 | Cover Memo |

everbridge
155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Phone: +1-818-230-9700
Fax: +1-818-230-9505
everbridge.com

# Quotation

**Prepared for:**
TJ Brown
Rowan County, NC
2727 Old Concord Rd. Suite E.
Salisbury NC 28146-8388
United States
Ph: (704) 216-8918
Fax: 704-216-8508
Email: tj.brown@rowancountync.gov

**Quote #:** Q-126606
**Date:** 5/2/2023
**Expires On:** 7/14/2023
**Confidential**

**Salesperson:** Brendan Cahill
**Phone:**
**Email:** brendan.cahill@everbridge.com

| **Contract Summary Information:** | |
|---|---|
| Contract Period: | 12 Months |
| Contract Start Date: | 7/16/2023 |
| Contract End Date: | 7/15/2024 |

| QTY | Product Code | Description | GSA Classification | Price |
|---|---|---|---|---|
| 130,000 | 101-11-11-0254-000 | Mass Notification Base - Tier 4 | GSA Product | USD 24,000.00 |
| 130,000 | 101-01-11-1027-000 | Everbridge Community Engagement | GSA Product | USD 6,000.02 |

**Pricing Summary:**

| | |
|---|---|
| Year One Fees: | USD 30,000.02 |
| One-time Implementation and Setup Fees: | USD 0.00 |
| Professional Services: | USD 0.00 |
| **Total Year One Fees Due:** | **USD 30,000.02** |

**Messaging Credits Summary:**

| | Initial Credits Allowance | Additional Credits Purchased | Total Credits |
|---|---|---|---|
| Year 1 | 4,000,000 | 0 | 4,000,000 |

**Terms & Conditions**

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of GSA Contract No. GS-35F-0692P and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
3. Subject to sales taxes where applicable.
4. The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. GS-35F-0692P, or the EULA.

**Please, Sign, Date and Return:**

**Signature:**  **Date:** 6/28/2023

**Name (Print):** Phillip E. Huff **Title:** Chief Accounting Officer

**Please, Sign, Date and Return:**

**Signature:** **Date:**

**Name (Print):** **Title:**

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

**Everbridge, Inc.**
**GSA Approved End User License Agreement**

This End User License Agreement (**"Agreement"**) is entered into by and between Everbridge, Inc. (**"Everbridge"**) and an Ordering Activity, an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time (**"Customer"**), effective on the date of signature by an authorized signatory on the Quote or other ordering document (**"Effective Date"**). Everbridge and Customer are each hereinafter sometimes referred to as a **"Party"** and collectively, the **"Parties."**

**1. SERVICE.**

**1.1 Orders.** Everbridge shall provide Customer access to its proprietary interactive communication solutions (the "**Solutions**") subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the "Quote"). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Collectively, the Solutions and professional services are referred to as the "**Services**". Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Solution to contact the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Unless otherwise provided in the applicable Quote or documentation, Services are purchased as annual subscriptions.

**1.2 Users; Contacts.** "**Users**" are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Customer or an Included Department. "**Included Department**" means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Customer. "**Contacts**" are individuals who Customer contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Customer is set forth on the Quote.

**2. PAYMENT TERMS.** Customer shall pay the fees set forth in the Quote (**"Pricing"**). All pricing must be consistent with the Schedule Price List. If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at rates consistent with the Schedule Price list. .Professional Services must be used within 12 months from date of purchase.

**3. RESPONSIBILITIES.**

**3.1 Users.** Customer shall undergo the initial setup and training as set forth in the Implementation – Standard inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Services in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Solutions. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

**3.2 Customer Data.** "**Customer Data"** is all electronic data transmitted to Everbridge in connection with the use of the Solutions, including data submitted by Contacts. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format specified by Everbridge. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. Customer represents that it has the right to authorize and hereby does authorize Everbridge and its "Service Providers" to collect, store and process Customer Data subject to the terms of this Agreement. "**Service Providers"** shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Solutions. Customer shall maintain a copy of all Customer Contact data that it provides to Everbridge. Customer acknowledges that the Solutions are a passive conduit for the transmission of Customer Data and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Solutions.

**4. TERM.** This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated.

**5. TERMINATION; SUSPENSION.**

**5.1 Termination by Either Party**. [Intentionally Deleted]

**5.2 Termination by Everbridge**. [Intentionally Deleted]

**5.3 Suspension.** Everbridge may suspend, with or without notice, the Solution or any portion for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. In the event of a suspension, Everbridge shall use its best efforts to notify Customer through its Customer Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

**6. PROPRIETARY RIGHTS.**

**6.1 Grant of License**. Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Solutions subject to the terms and conditions of this Agreement. Upon termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Solutions.

**6.2 Restrictions**. Customer shall use the Solutions solely for its internal business purposes and shall not make the Solutions available to, or use the Solutions for the benefit of, any third party except as expressly contemplated by this Agreement.

Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Solutions (the **"Software"**) or create derivative works based on the Software, the Solutions or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Solutions; (v) create internet "links" to or from the Solutions, or "frame" or "mirror" any content forming part of the Solutions, other than on Customer's own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solutions; (vii) use the Solutions in violation of any applicable law or regulation; or (viii) access the Solutions for purposes of monitoring Solutions availability, performance or functionality, or for any other benchmarking or competitive purposes.

**6.3 Reservation of Rights**. Other than as expressly set forth in this Agreement, Everbridge grants to Customer no license or other rights in or to the Solutions, the Software or any other proprietary technology, material or information made available to Customer through the Solutions or otherwise in connection with this Agreement (collectively, the **"**Everbridge **Technology"**), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Solutions, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights (**"IP Rights"**) therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Solutions.

## 7. CONFIDENTIAL INFORMATION.

**7.1 Definition; Protection**. As used herein,. **"Confidential Information"** means all information of a Party (**"Disclosing Party"**) disclosed to the other Party (**"Receiving Party"**), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach 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 breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent, unless (but only to the extent) otherwise required by a governmental authority. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party except: (i) to the personnel of the Receiving Party or its parent, subsidiary or affiliate organizations having a need to know; or (ii) to the personnel of the Receiving Party's consultants and service providers having a need to know, and only then if such consultants and service providers are bound by confidentiality and non-disclosure commitments substantially similar to those contained herein. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care.

## 8. WARRANTIES; DISCLAIMER.

**8.1 Everbridge Warranty.** Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards.

**8.2 Disclaimer.** NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

**8.3 Customer Representations and Warranties**. Customer represents and warrants that during use of the Solutions, Customer shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, **"First Responders"**). Customer acknowledges and agrees that Everbridge is not a First Responder, and that the Solutions does not serve as a substitute for Customer's own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Solutions. Customer represents and warrants that all notifications sent through the Solutions shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Solutions, as provided in this Agreement, will at all times comply with (x) Customer's own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

## 9. INDEMNIFICATION.

**9.1 By Customer**. [Intentionally Deleted]

**9.2 By Everbridge**. Everbridge shall indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Solution directly infringes an issued patent or other IP Right in a

country in which the Solution is provided to Customer. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer the right to continue using the Solution; (ii) replace same with a non-infringing service; (iii) modify such Solution so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Solution in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Solution other than the most current release made available to Customer, or (z) any modification of the Solution by any person other than Everbridge.

**9.3 Indemnification Process**. Customer shall (a) promptly give notice of the Claim to Everbridge once the Claim is known; (b) cooperate with Everbridge's efforts to defend and settle the Claim; and (c) provide Everbridge with all available information and reasonable assistance in connection with the defense of the Claim.

**10. LIMITATION OF LIABILITY.** Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the schedule contract (i.e. Price Reductions, Patent Indemnification, Liability for Injury or Damage, Price Adjustment, Failure to Provide Accurate Information).

**11. MISCELLANEOUS.**

**11.1 Non-Solicitation**. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

**11.2 Force Majeure; Limitations.** See GSA Schedule 70 contract and individual ordering document.

**11.3 Waiver; Severability**. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

**11.4 Assignment**. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

**11.5 Governing Law**. This Agreement shall be governed and construed in accordance with the federal laws of the United States of America.

**11.6 Notices.** Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth below. Either Party may change its address by giving notice as provided herein. Invoices shall be sent to the Customer's contact and address following Customer's signature below.

**11.7 No Third-Party Beneficiaries**. There are no third-party beneficiaries to this Agreement.

**11.8 Entire Agreement**. [Intentionally Deleted]

**11.9 Marketing**. Everbridge shall obtain Customer's express written consent in order to reference Customer's name and logo as an Everbridge customer in Everbridge publications, its website, and other marketing materials.

**11.10 Survival**. Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

**11.11 Counterparts**. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

**11.12 Export Compliant**. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

**11.13 Equal Employment Opportunity**. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

EXHIBIT A
Additional Business Terms

*The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described* in *the* Customer's *Quote.*

**If Client Is Ordering Nixle® Branded Products or Community Engagement:**

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations.

**If Client Is Ordering Everbridge Branded Products:**

**1.** **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. **"Data Feed"** means data content licensed or provided by third parties to Everbridge and supplied to Customer in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).

**2.** **Incident Management/IT Alerting.** For Customers purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Customers may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Customer shall be provided the number of incident templates purchased pursuant to the Quote. **"Incident Administrator"** means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Solution. **"Incident Operator"** means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Solution.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

*This addendum is incorporated by reference into the Agreement as applicable based on the purchase of IPAWS-CMAS/WEA services on the Quote.*

1 IPAWS Authorization: Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it.

1. Credentials: Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.

2. Messaging: Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.

3. Term: Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate.

**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:** | Wendell R. Main II, Rowan County Assessor |
| **DATE:** | 6/25/2023 |
| **SUBJECT:** | Reappointment of County Assessor |

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The appointed term for the Tax Assessor, Wendell Main will expire on August 26, 2023. In accordance with G.S. 105-294(a), the term of the Tax Assessor shall be determined by the Board of Commissioners. Wendell has requested a reappointment of four (4) years.

See attached for NC General Statutes and excerpt from the minutes of the initial appointment for reference.

Please reappoint Wendell Main as Rowan County Assessor for the term beginning August 27, 2023, thru August 26, 2027.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Supporting Documents for Reappointment | 6/28/2023 | Backup Material |

**Rowan County Tax Assessor**
402 North Main Street, Suite 201 • Salisbury, NC 28144-4341
Telephone 704-216-8558 FAX 704-216-7984

The appointed term for the Tax Assessor, Wendell Main, will expire. In accordance with G.S. 105-294(a), the term of the Tax Assessor shall be determined by the Board of Commissioners. Wendell Main has requested a reappointment of four (4) years.

Recommendation:
Please reappoint Wendell Main as Tax Assessor for the term running from August 27, 2023, through August 26, 2027.

Article 16.

County Listing, Appraisal, and Assessing Officials.

**§ 105-294. County assessor.**

(a) Appointment. – Persons occupying the position of county assessor on July 1, 1983, shall continue in office until the first Monday in July, 1983. At its first regular meeting in July, 1983, and every two years or four years thereafter, as appropriate, the board of county commissioners of each county shall appoint a county assessor to serve a term of not less than two nor more than four years; provided, however, that no person shall be eligible for initial appointment to a term of more than two years unless such person is deemed to be qualified as provided in subsection (b) of this section or has been certified by the Department of Revenue as provided in subsection (c) of this section. The board of commissioners may remove the assessor from office during his term for good cause after giving him notice in writing and an opportunity to appear and be heard at a public session of the board. Whenever a vacancy occurs in this office, the board of county commissioners shall appoint a qualified person to serve as county assessor for the period of the unexpired term.

(b) Persons who held the position of assessor on July 1, 1971, and continue to hold the position, and persons who have been certified for appointment as assessor by the Department of Revenue between July 1, 1971, and July 1, 1983, are deemed to be qualified to serve as county assessor. Any other person selected to serve as county assessor must meet the following requirements:

(1) Be at least 21 years of age as of the date of appointment;

(2) Hold a high school diploma or certificate of equivalency, or in the alternative, have five years employment experience in a vocation which is reasonably related to the duties of a county assessor;

(3) Within two years of the date of appointment, achieve a passing score in courses of instruction approved by the Department of Revenue covering the following topics:

a. The laws of North Carolina governing the listing, appraisal, and assessment of property for taxation;

b. The theory and practice of estimating the fair market value of real property for ad valorem tax purposes;

c. The theory and practice of estimating the fair market value of personal property for ad valorem tax purposes; and

d. Property assessment administration.

(4) Upon completion of the required four courses, achieve a passing grade in a comprehensive examination in property tax administration conducted by the Department of Revenue.

(c) Certification. – Persons meeting all of the requirements of this section shall be certified by the Department of Revenue. From the date of appointment until the date of certification, persons appointed to serve as county assessor are deemed to be serving in an acting capacity. Any person who fails to qualify within two years after the date of initial appointment shall not be eligible for reappointment until all of the requirements have been met.

(d) In order to retain the position of county assessor, every person serving as county assessor, including those persons deemed to be qualified under the provisions of this act, shall, in each period of 24 months, attend at least 30 hours of instruction in the appraisal or assessment of property as provided in regulations of the Department of Revenue.

(e) The compensation and expenses of the county assessor shall be determined by the board of county commissioners.

(f) Alternative to separate office of county assessor. – Pursuant to Act [Article] VI, Section 9 of the North Carolina Constitution, the office of county assessor is hereby declared to be an office that may be held concurrently with any other appointive or elective office except that of member of the board of county commissioners. (1939, c. 310, ss. 400, 401; 1953, c. 970, ss. 1, 2; 1971, c. 806, s. 1; 1973, c. 476, s. 193; 1983, c. 813, s. 2; 1987, c. 45, ss. 1, 2; 1997-23, s. 5.)

**ADDITION**

**Proclamation Honoring the Legacy of Alex Clark**

The Board skipped this item and it will be added to the next Board of Commissioners Meeting for consideration.

**9. CLOSED SESSION**

Chairman Edds moved at 4:55 p.m. for the Board to enter Closed Session pursuant to North Carolina General Statute § 143-318.11(a)(1) to consider approval of the minutes of the Closed Sessions held on December 16, 2019; January 6, 2020; and February 24, 2020; $ 143-318.11(a)(6) for a personnel matter; and § 143-318.11(a)(3) for attorney-client privileged communication regarding pending litigation for Thelma's lease at West End Plaza and tax collections. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

The Board returned to Open Session at 6:20 p.m. and the following actions were taken:

- Chairman Edds moved to reclassify the Transit Coordinator position to Transit Safety and Training Officer. The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

- Chairman Edds moved to offer and hire Wendell "Chip" Main, II for the position of County Assessor with a starting salary of $95,000 annually; a maximum of up to $5,000 for relocation assistance that would be reimbursable upon presentation of related receipts to move to Rowan County; and, the start date would be March 23, 2020. Chairman Edds continued with the motion stating that in accordance with North Carolina General Statutes, the term would be to complete that of the previous Tax Administrator, which would be March 23, 2020 through August 26, 2020. The second term would begin on August 27, 2020 for three (3) years through August 26, 2023. The motion was seconded by Commissioner Pierce and carried unanimously (4-0).

**10. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Greene moved to adjourn at 6:23 p.m. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

Respectfully Submitted,

Carolyn Barger

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:** Jason Owens, Chief Deputy
**DATE:** 7/17/23
**SUBJECT:** Sheriff's Office Surplus Uniform Disposal

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Please consider disposition of surplus uniforms.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Surplus Uniforms Request | 6/28/2023 | Cover Memo |

# ROWAN COUNTY SHERIFF'S OFFICE
## Travis Allen, SHERIFF

**232 NORTH MAIN STREET, SALISBURY, NORTH CAROLINA 28144**
**TELEPHONE: 704-216-8700 FAX: 704-216-8674**


To: Rowan County Board of Commissioners

From: Jason Owens, Chief Deputy, Rowan County Sheriff's Office

Re: Sheriff's Office Surplus Uniform Disposal

Date: June 28th, 2023

The Rowan County Sheriff's Office has numerous old, worn, and new uniforms that will no longer be used once the transition is made to the new style and colors over the next couple months.

We request that the old, used, and new uniforms which are blue in color, be deemed surplus property. That those uniforms can be disposed of by either throwing them away or donating them to another Law Enforcement Agency that could use them. (blue in color)

The Sheriff would request that the Rowan County Sheriff's Office patches be removed from these uniforms prior to being disposed, and these patches be given to Sheriff's Office Employees as souvenirs/collector items.


SHERIFF'S OFFICE
PHONE (704) 216-8700
FAX (704) 216-8674
JAIL ANNEX (704) 216-7900

WWW.ROWANSHERIFF.ORG

Find us on Facebook

LANDIS OFFICE
PHONE (704) 216-8742
FAX (704) 857-3640

**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:** | Grants Administration/Govt Relations, Rowan Transit System |
| **DATE:** | 6/28/23 |
| **SUBJECT:** | GRANT AGREEMENT: Request to approve funding agreement for Transit FY24 "5311 Admin" grant |

---

The NC Board of Transportation has approved Rowan Transit's request for FY24 5311 Community Transportation Rural Formula Grant ("5311 Admin" grant); the funding agreement is attached.

Rowan Transit was awarded $210,252 in federal funds and $13,140 in state funds; the award requires a local match of $39,423. The performance period for this grant is July 1, 2023 to June 30, 2024. Funds may be used for administrative costs related to providing rural community transportation services.

**Recommendation**:
Approve the County Manager to execute the funding agreement for Rowan Transit Services and accept the funding per FY24 5311 Community Transportation Rural Formula Grant.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Funding Agreement "5311 Admin" Grant | 6/28/2023 | Exhibit |

# INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS
# PUBLIC BODY GRANTEES

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

1. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should electronically sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.

2. Enter your agency's **Federal Tax ID Number** and Fiscal Year-End on the signature page. Complete the section on the table for **Contract Administrators**: **For the Contractor: "If Delivered by US Postal Service" and "If Delivered by Any Other Means".**

3. ***Do not date the agreements***. This will be done upon execution by the department.

4. ***Return 1 copy within thirty (30) days*** via DocuSign.

A fully executed agreement will be returned to you via email and will be available for review in EBS upon the approval of your Agreement.

In the event the contract cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.

STATE OF NORTH CAROLINA
# DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

March 28, 2023

Aaron Church, County Manager
Rowan County
130 West Innes Street
Salisbury, North Carolina 28144

RE: FY24 Community Transportation Program (Section 5311)
Project No.: 24-CT-037
WBS Element No.: 36233.88.24.1
Period of Performance: 7/1/2023 – 6/30/2024

Dear Mr. Church:

On March 2, 2023, the Board of Transportation approved your organization's request for an FY24 Community Transportation Grant in the amount of $262,815. The agreement to be executed between Rowan County and NCDOT is enclosed. The individual authorized to enter into this agreement for 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 questions 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 in this letter.

Sincerely,

Ryan Brumfield
Director

RB\mf

CC: Gary Price Jr, Director
Attachments

*Mailing Address:*
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

*Telephone:* (919) 707-4670
*Fax:* (919) 733-1391
*Customer Service:* 1-877-368-4968

*Website:* ncdot.gov

*Location:*
1 SOUTH WILMINGTON STREET 2
RALEIGH, NC 27601

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

and

**ROWAN COUNTY**

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR
**COMMUNITY TRANSPORTATION RURAL FORMULA GRANT PROGRAM**

***Federal Award Identification***

| | |
|---|---|
| Application Number: | **1000015454** |
| Agreement Number: | |
| NCDOT Project Number(s): | **24-CT-037** |
| Federal Awarding Agency: | **FTA** |
| Federal Award Identification Number(s) (FAIN) Number(s): | **NC-2023-032-00** |
| CFDA Number: | **20.509** |
| Unique Entity Identifier (UEI) Number: | **GCB7UCV96NW6** |
| Total Amount of this Award(s): | **$262,815** |
| Federal Funds Awarded: | **$210,252** |
| State Funds: | **$13,140** |
| Local Funds: | **$39,423** |
| Federal Award Date: *(date signed by authorized official of USDOT)* | **JUNE 12, 2023** |
| Award Period of Performance | |
| Start Date: | **JULY 1, 2023** |
| End Date: | **JUNE 30, 2024** |
| Budget Period | |
| Start Date: | **JULY 1, 2023** |
| End Date: *End date is date that subrecipient if authorized to expend funds awarded including any carry-over* | **JUNE 30, 2024** |
| Approved Indirect Cost Rate: | **N/A** |
| Award is for R&D: yes/no | **NO** |

**Federal Funded Programs:**

- ☐ **5303 Metropolitan Planning Grant**
- ☐ **5307 Urbanized Area Formula Grant**
- ☐ **5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- ☒ **5311 Community Transportation Rural Formula Grant**
- ☐ **5311 Appalachian Development Transit Assistance Grant**
- ☐ **5311f Intercity Bus Grant**
- ☐ **5317 New Freedom Grant**
- ☐ **5339 Bus and Bus Facility Grant**
- ☐ **FTA American Rescue Plan Act (ARPA) 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) **ROWAN COUNTY** and **(**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 and appropriation 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, 2023 to June 30, 2024**. 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 use funding for administrative costs related to rural community transportation services.** Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA).

**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 **TWO HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS ($262,815)** 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.

| **Administration WBS** | Administration Total | Administration Federal (80%) | Administration State (5%) | Administration Local (15%) |
|---|---|---|---|---|
| 36233.88.24.1 | $262,815 | $210,252 | $13,140 | $39,423 |
| Agreement # | | | | |
| **Project Total** | Project Total | Project Total Federal | Project Total State | Project Total Local |
| | $262,815 | $210,252 | $13,140 | $39,423 |

## 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 shall be provided upon request.

**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 operating 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 (e.g., 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.** Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, the Department, and the Department's Office of Inspector General, to provide the Office of the State Auditor, the Department, and the Department's Office of Inspector General 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. Neither Grantee nor any subrecipient is relieved of any of the duties and responsibilities of this Agreement as a result of assignment.

**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. Any

subrecipient/subgrantee agrees to abide by, among other things the standards contained in 09 NCAC Subchapter 03M and to provide information in its possession that is needed by the Grantee to comply with these standards.

**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. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreakings. 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 (Asset Works) 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 (Asset Works) 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, sub agreement, 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 Subrecipi'nt'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 that has not met its useful life, 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. Any unexpended financial assistance shall revert to the Department upon termination of this Agreement.

**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 that are included in the current FTA Master Agreement.

## 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, conditions, certifications, and assurances 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, as amended, and 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, 2024**

BY: _____

TITLE: **COUNTY MANAGER**

ATTEST: _____

TITLE: _____

DEPARTMENT OF TRANSPORTATION

_____

BY: _____

TITLE: DEPUTY SECRETARY FOR MULTI-MODAL TRANSPORTATION

**Attachment 1**
**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: 24-CT-037
APPROVED BUDGET SUMMARY
EFFECTIVE DATE 7/1/2023

PROJECT SPONSOR: ROWAN COUNTY
PROJECT DESCRIPTION: FY2024 COMMUNITY TRANSPORTATION PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4521 ADMINISTRATION - 36233.88.24.1 $262,815

PERIOD OF PERFORMANCE JULY 01, 2023 - JUNE 30, 2024

II. TOTAL PROJECT FUNDING

| | | TOTAL | FEDERAL | STATE | LOCAL |
|---|---|---|---|---|---|
| ADMINISTRATION - | 36233.88.24.1 | 100% | 80% | 5% | 15% |
| AGREEMENT # | | $262,815 | $210,252 | $13,140 | $39,423 |
| **TOTAL BUDGET** | | **$262,815** | **$210,252** | **$13,140** | **$39,423** |

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 24-CT-037
SPONSOR: ROWAN COUNTY
WBS: 36233.88.24.1

DEPARTMENT 4521 - ADMINISTRATION

| TITLE | OBJECT | APPROVED BUDGET |
|---|---|---|
| G121 | SALARIES AND WAGES - FULL TIME | $131,468 |
| G181 | Social Sec. Contrib. | $10,057 |
| G182 | Retirement Contrib. | $10,517 |
| G183 | Hosp. Ins. Contrib. | $18,000 |
| G186 | Workers Comp Cont. | $1,965 |
| G189 | Other Frng Benefits | $3,944 |
| G191 | Accounting | $7,000 |
| G192 | Legal | $4,111 |
| G199 | Other Prof Serv. | $10,883 |
| G211 | Janitorial Supplies | $1,000 |
| G261 | Office Sup & Mat. | $1,500 |
| G291 | Computer Supplies | $250 |
| G311 | Travel | $1,000 |
| G312 | Travel Subsis. | $1,000 |
| G321 | Telephone Service | $3,000 |
| G329 | Other Communications | $500 |
| G331 | Electricity | $5,000 |
| G333 | Natural Gas | $2,000 |
| G334 | Water | $1,000 |
| G336 | Trash Collection | $250 |
| G341 | Printing & Reprod | $3,500 |
| G357 | Rep & Maint-Commun. | $1,300 |
| G371 | Mrktng.Paid Adv | $3,200 |
| G381 | Comp Prog Ser | $30,000 |
| G391 | Legal Advertising | $700 |
| G395 | Training-Employ Edu. | $70 |
| G412 | Rent of Buildings | $4,200 |
| G441 | Maint Cont-Commun Eq | $4,200 |
| G491 | Dues and Subscript | $1,200 |
| | **TOTAL ADMINISTRATION** | **$262,815** |

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET
SALARY AND WAGE DETAIL

PROJECT: 24-CT-037
SPONSOR: ROWAN COUNTY

| SQ NO | POSITION | NO | % | FTE | BUDGET |
|---|---|---|---|---|---|
| | **DEPT. 4521 OBJECT CODE 121** | | | | |
| 01 | TRANSIT DIRECTOR | 01 | 30% | $ 95,800 | $ 28,740 |
| 02 | OPERATIONS MANAGER | 01 | 100% | $ 58,934 | $ 58,934 |
| 03 | SAFETY & TRAINING OFFICER | 01 | 100% | $ 43,794 | $ 43,794 |
| | **TOTAL - OBJECT CODE 121** | | | | $ 131,468 |
| | **TOTAL DEPT. 4521 SALARIES AND WAGES** | | | | **$ 131,468** |

PROGRAM SUMMARY SHEET REQUIREMENTS

| 5311 Rural Formula |
| --- |
| FEDERAL |

NORTH CAROLINA
Department of Transportation

## Administration, Operating, Capital, Planning

| | |
| --- | --- |
| **PRINCIPLE** | This guidance is for all subrecipients receiving capital, administration, and operating assistance to support public transportation in rural areas (areas with populations of less than 50,000). |
| **ELIGIBLE SUBRECIPIENTS** | To be eligible, transit providers must have a signed resolution from the County Commissioners of each county served, designating them as the 5311 recipient in their jurisdiction in order to be eligible to apply for funds. These resolutions are updated on a 5-year basis. The resolution is part of the grant application process.<br><br>North Carolina's coordinated approach to service delivery allows a single applicant within each designated service area.<br><br>The project number will be identified as YY-11-XXX (YY=Year; XXX= System #). It may be followed by an O (operating) or S (statewide funding only). This designation identifies the program funding or use. |
| **ELIGIBLE SERVICE and SERVICE AREA** | General public transportation activities in rural North Carolina (areas outside urbanized area boundaries) are the focus of this funding. The goal of Section 5311 program is to enhance the overall mobility of people living in rural areas, therefore, projects may include transportation to or from rural areas. Service must be open and promoted to the general public, however, a rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation-disadvantaged. Transportation disadvantaged people include seniors, people with disabilities, and low-income individuals. Providers receiving both 5311 and 5307 funds must have a method of allocating costs between the two programs. |
| **FINANCIAL CAPACITY and MANAGEMENT** | PTD suggests Subrecipients have sufficient funds to operate and maintain the NCDOT funded program for at least three months without incoming revenue from grants. Subrecipients must have fiscal control and accounting procedures sufficient to permit the 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 $750,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a bus or van purchased must be considered when determining whether a Subrecipient meets the threshold for a single audit. |
| **VEHICLE TITLES** | Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. 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. |

PROGRAM SUMMARY SHEET REQUIREMENTS

| | |
|---|---|
| **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. |
| **INCIDENTAL USE** | PTD discourages incidental uses of real property unless it can generate additional revenues for the transit system or, at a reasonable cost, enhances system ridership. Prior written approval is required for incidental uses of real property which must be compatible with the original purposes of the contract. Incidental uses, such as meal delivery, are allowed if they do not interfere with the public transit service and cover the costs of the uses. Nutrition programs must cover the operating costs attributable to meal delivery. |
| **PROGRAM REPORTING AND** | NCDOT Public Transportation Division requires quarterly and year end reports. Program status reports are also required with each claim submitted. **Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).** |
| **OVERSIGHT** | NCDOT Public Transportation Division maintains all procedures required for oversight. These expectations, the State Management Plan, funding applications and Certifications and Assurances must be followed to maintain good standing for future funding. **Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).** |
| **REFERENCES** | Section 5311 Circular - C 9040.1G;<br>Award Management Requirements 5010.1E;<br>09 NCAC 03M<br>Third Party Contracting Guidance 4220.1F<br>OMB's Uniform Administrative Requirements 2 CFR 200<br>NCDOT's Business Guide<br>State Management Plan<br>IMD Unified Grant application and Guidance |
| **UPDATES/REVISIONS** | Original Date: April 9, 2018<br>Last Amended Date: December 8, 2022 |

## PUBLIC TRANSPORTATION PROGRAM RESOLUTION

### FY 2024 RESOLUTION

**Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.**

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by Commissioner Greg Edds and seconded by Commissioner Judy Klusman for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, Rowan County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the County Manager of Rowan County is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I, Aaron Church, County Manager do hereby certify that the above is a true and correct. The motion was verified from the video of the September 6, 2022 Board of Commissioners meeting. The approved minutes will be submitted to the North Carolina Department of Transportation Public Transportation Division Enterprise Business Services no later than January 15, 2023.

Aaron Church

*Signature of Certifying Official*

***Note that the authorized official, certifying official, and notary public should be three separate individuals.***

*Seal* Subscribed and sworn to me
(*date*) June 24, 2019

Siobhan Allen

*Notary Public* *

Siobhan Allen

130 W. Innes Street Salisbury, NC 28144

*Printed Name and Address*

My commission expires
(*date*) June 23, 2024

*Affix Notary Seal Here*

SIOBHAN ALLEN
NOTARY PUBLIC
Cabarrus County
North Carolina
My Commission Expires June 23 2024

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

**FROM:**
**DATE:**
**SUBJECT:** GRANT AGREEMENT: Approve funding agreement for Transit FY24 5310 Enhanced Mobility Grant

---

The NC Board of Transportation has approved Rowan Transit's request for FY24 5310 Enhanced Mobility of Seniors & Individuals with Disabilities grant; the funding agreement is attached.

Rowan Transit was awarded $187,500 in federal funds; the award requires a 50% local match of $187,500. The performance period for this grant is July 1, 2023 to June 30, 2024. Funds may be used for administrative costs related to providing rural community transportation services.

**Recommendation**:
Approve the County Manager to fully execute the funding agreement, FY24 5310 Enhanced Mobility of Seniors & Individuals with Disabilities grant and accept the funds per the agreement.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Funding Agreement "5310 Enhanced Mobility" Grant | 6/28/2023 | Exhibit |

# INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS
# PUBLIC BODY GRANTEES

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

1. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should electronically sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.

2. Enter your agency's **Federal Tax ID Number** and Fiscal Year-End on the signature page. Complete the section on the table for **Contract Administrators**: **For the Contractor: "If Delivered by US Postal Service" and "If Delivered by Any Other Means".**

3. ***Do not date the agreements***. This will be done upon execution by the department.

4. ***Return 1 copy within thirty (30) days*** via DocuSign.

A fully executed agreement will be returned to you via email and will be available for review in EBS upon the approval of your Agreement.

In the event the contract cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.

STATE OF NORTH CAROLINA
# DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

February 16, 2023

Mr. Aaron Church, County Manager
Rowan County
130 W. Innes St.
Salisbury, NC 28144-4365

RE: FY24 Enhanced Mobility of Seniors & Individuals with Disabilities Grant
Project No.:24-ED-037
WBS Element No.: 51001.40.8.2
Period of Performance: 07-01-2023 – 06-30-2024

Dear Mr. Church

On January 19, 2023, the Board of Transportation approved your organization's request for $375,000 for the FY24 Enhanced Mobility of Seniors & Individuals with Disabilities Grant. 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
Cc; Gary Price Jr. Director
Attachments

*Mailing Address:*
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

*Telephone:* (919) 707-4670
*Fax:* (919) 733-1391
*Customer Service:* 1-877-368-4968

*Website:* ncdot.gov

*Location:*
1 SOUTH WILMINGTON STREET 2
RALEIGH, NC 27601

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

and

**ROWAN COUNTY FINANCE DEPARTMENT**

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR
**ENCHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES GRANT PROGRAM**

***Federal Award Identification***

| | |
|---|---|
| Application Number: | **1000016120** |
| Agreement Number: | |
| NCDOT Project Number(s): | **24-ED-037** |
| Federal Awarding Agency: | **FTA** |
| Federal Award Identification Number(s) (FAIN) Number(s): | |
| CFDA Number: | **20.513** |
| Unique Entity Identifier (UEI) Number: | **GCB7UCV96NW6** |
| Total Amount of this Award(s): | **$ 375,000.00** |
| Federal Funds Awarded: | **$ 187,500.00** |
| State Funds: | **$ 0** |
| Local Funds: | **$ 187,500.00** |
| Federal Award Date: *date signed by authorized official of USDOT)* | |
| Award Period of Performance | |
| Start Date: | **JULY 1, 2023** |
| End Date: | **JUNE 30, 2024** |
| Budget Period | |
| Start Date: | **JULY 1, 2023** |
| End Date: *End date is date that subrecipient if authorized to expend funds awarded including any carry-over* | **JUNE 30, 2024** |
| Approved Indirect Cost Rate: | **N/A** |
| Award is for R&D: yes/no | **NO** |

**Federal Funded Programs:**

- ☐ **5303 Metropolitan Planning Grant**
- ☐ **5307 Urbanized Area Formula Grant**
- ☒ **5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- ☐ **5311 Community Transportation Rural Formula Grant**
- ☐ **5311 Appalachian Development Transit Assistance Grant**
- ☐ **5311f Intercity Bus Grant**
- ☐ **5317 New Freedom Grant**
- ☐ **5339 Bus and Bus Facility Grant**
- ☐ **FTA American Rescue Plan Act (ARPA) 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 FINANCE DEPARTMENT (**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 and appropriation 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, 2023 to June 30, 2024**. 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 FINANCE DEPARTMENT will use funding for operating costs related to the enhanced mobility of seniors and individuals with disabilities.** Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA).

**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 **THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($375,000)** 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.

| **Operating WBS** | Operating Total | Operating Federal (50%) | Operating State 0%) | Operating Local 50%) |
|---|---|---|---|---|
| 51001.40.8.2 | $375,000 | $187,500 | $0 | $187,500 |
| Agreement # | | | | |
| **Project Total** | Project Total | Project Total Federal | Project Total State | Project Total Local |
| | $375,000 | $187,500 | $0 | $187,500 |

## 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 shall be provided upon request.

**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 operating 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 (e.g., 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.** Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, the Department, and the Department's Office of Inspector General, to provide the Office of the State Auditor, the Department, and the Department's Office of Inspector General 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. Neither Grantee nor any subrecipient is relieved of any of the duties and responsibilities of this Agreement as a result of assignment.

**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. Any

subrecipient/subgrantee agrees to abide by, among other things the standards contained in 09 NCAC Subchapter 03M and to provide information in its possession that is needed by the Grantee to comply with these standards.

**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. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreakings. 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 (Asset Works) 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 (Asset Works) 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, sub agreement, 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 Subrecipi'nt'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 that has not met its useful life, 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. Any unexpended financial assistance shall revert to the Department upon termination of this Agreement.

**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 that are included in the current FTA Master Agreement.

## 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, conditions, certifications, and assurances 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, as amended, and 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 FINANCE DEPARTMENT**

SUBRECIPIENT'S FEDERAL TAX ID NUMBER: 56-6000336

SUBRECIPIENT'S FISCAL YEAR END: **JUNE 30, 2024**

BY:

TITLE: **COUNTY MANAGER**

ATTEST:

TITLE: Finance Director

DEPARTMENT OF TRANSPORTATION

BY:

TITLE: DEPUTY SECRETARY FOR MULTI-MODAL TRANSPORTATION

**Attachment 1**
**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: 24-ED-037
APPROVED BUDGET SUMMARY
EFFECTIVE DATE JULY 1, 2023

PROJECT SPONSOR: ROWAN COUNTY FINANCE DEPARTMENT
PROJECT DESCRIPTION: FY2024 ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES GRANT PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 5310 OPERATING - 51001.40.8.2 $375,000
PERIOD OF PERFORMANCE JULY 01, 2023 - JUNE 30, 2024

II. TOTAL PROJECT FUNDING

| | TOTAL | FEDERAL | STATE | LOCAL |
|---|---|---|---|---|
| OPERATING - 51001.40.8.2 | 100% | 50% | 0% | 50% |
| AGREEMENT # | $375,000 | $187,500 | $0 | $187,500 |
| **TOTAL BUDGET** | **$375,000** | **$187,500** | **$0** | **$187,500** |

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 24-ED-037
PROJECTSPONSOR: ROWAN COUNTY FINANCE DEPARTMENT
WBS: 51001..40.8.2

DEPARTMENT 5310 OPERATING

| OBJECT | TITLE | APPROVED BUDGET |
|---|---|---|
| G313 | Trans Clients/Oth. | $ 375,000 |
| | **TOTAL OPERATING** | **$ 375,000** |

## PUBLIC TRANSPORTATION PROGRAM RESOLUTION

### FY 2024 RESOLUTION

**Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.**

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by Commissioner Greg Edds and seconded by Commissioner Judy Klusman for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, Rowan County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the County Manager of Rowan County is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I, Aaron Church, County Manager do hereby certify that the above is a true and correct. The motion was verified from the video of the September 6, 2022 Board of Commissioners meeting. The approved minutes will be submitted to the North Carolina Department of Transportation Public Transportation Division Enterprise Business Services no later than January 15, 2023.

Aaron Church

*Signature of Certifying Official*

***Note that the authorized official, certifying official, and notary public should be three separate individuals.***

*Seal* Subscribed and sworn to me
(*date*) June 24, 2019

Siobhan Allen

*Notary Public* *

Siobhan Allen

130 W. Innes Street Salisbury, NC 28144

*Printed Name and Address*

My commission expires
(*date*) June 23, 2024

*Affix Notary Seal Here*

SIOBHAN ALLEN
NOTARY PUBLIC
Cabarrus County
North Carolina
My Commission Expires June 23 2024

PROGRAM SUMMARY SHEET REQUIREMENTS

| 5310: Enhanced Mobility for Seniors and Individuals with Disabilities<br>5317: New Freedom |
|---|
| FEDERAL |

NORTH CAROLINA
Department of Transportation

## Operating, Capital

| | |
|---|---|
| **PRINCIPLE** | This guidance is for subrecipients who receive capital or operating assistance to support public transit needs of senior citizens (age 65 or older) and/or individuals with disabilities. Funds are apportioned based on each State's share of the population for these two groups. Formula funds are apportioned to direct recipients; for rural and small urban areas, this is the state Department of Transportation, while in large urban areas, a designated recipient is chosen by the Governor. Direct recipients determine projects to be funded and are required to clearly note the selection process in the State's Management Plan. The selection process may be formula-based, competitive or discretionary, and subrecipients can include States or local government authorities, private non-profit organizations, and/or operators of public transportation. |
| **ELIGIBLE SUBRECIPIENTS, SERVICE and SERVICE AREA** | The Section 5310 program covers both the urban and rural areas of a county. The projects developed under this program must be designed to meet the needs of seniors and individuals with disabilities.<br><br>**<u>Traditional Section 5310 project examples include:</u>**<br>• Acquisition of:<br>  ○ buses, vans, wheelchair lifts, ramps, and securement devices<br>  ○ transit-related information technology systems<br>  ○ transportation services under a contract, lease or other arrangement<br>  ○ vehicles to support new accessible taxi, rides sharing and/or vanpooling programs<br>• Mobility Management Programs<br>• Travel Training<br>• Volunteer Driver Programs<br>• Building an accessible path to a bus stop, including curb-cuts, sidewalks, accessible pedestrian signals or other accessible features<br>• Signage improvement/replacement or way-finding technology<br>• Incremental cost of providing same day service or door-to-door service<br><br>***Nonprofit organizations are only eligible to purchase transportation services from the designated 5311 subrecipient.*<br><br>**<u>Traditional Section 5317 activities include:</u>**<br>• Enhancing paratransit beyond minimum requirements of the ADA.<br>• Feeder Services<br>• Making accessibility improvements to transit and intermodal stations not designated as key stations<br>• Travel training<br>• Operational planning to incorporate smart transit technologies to assist with coordination, scheduling, monitoring and dispatching.<br>• Development and operation of one-stop transportation traveler call centers.<br>• Supporting new mobility management and coordination programs |

PROGRAM SUMMARY SHEET REQUIREMENTS

| | |
|---|---|
| | Mobility management is intended to build coordination among existing public transportation providers and other transportation service providers with the result of expanding the availability of service. Mobility management activities may include:<br><br>(a) The promotion, enhancement, and facilitation of access to transportation services, including the integration and coordination of services for individuals with disabilities, older adults, and low-income individuals<br><br>(b) Support for short term management activities to plan and implement coordinated services<br><br>(c) The support of State and local coordination policy bodies and councils<br><br>(d) The operation of transportation brokerages to coordinate providers funding agencies and customers<br><br>(e) The provision of coordination services, including employer-oriented Transportation Management Organizations' and Human Service Organizations' customer-oriented travel navigator systems and neighborhood travel coordination activities such as coordinating individualized travel training and trip planning activities for customers<br><br>(f) The development and operation of one-stop transportation traveler call centers to coordinate transportation information on all travel modes and to manage eligibility requirements and arrangements for customers among supporting programs;<br><br>(g) Operational planning for the acquisition of intelligent transportation technologies to help plan and operate coordinated systems inclusive of Geographic Information Systems (GIS) mapping, Global Positioning System Technology, coordinated vehicle scheduling, dispatching and monitoring technologies as well as technologies to track costs and billing in a coordinated system and single smart customer payment systems (acquisition of technology is also eligible as a stand-alone capital expense).<br><br>The project number will be identified as YY-ED-XXX (YY=Year; XXX= System #). It will be followed by an S (small urban) or R (statewide / rural). This designation identifies the program funding. |
| **FINANCIAL CAPACITY and MANAGEMENT** | Subrecipients must have sufficient funds to operate and maintain the NCDOT funded program for at least 3 months without incoming revenue from grants. 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 $750,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a bus or van purchased must be considered when determining whether a Subrecipient meets the threshold for a single audit. |
| **VEHICLE TITLES** | Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. 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. |

PROGRAM SUMMARY SHEET REQUIREMENTS

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|---|---|
| **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 required to be entered in Trapeze EAM and performance is monitored. FTA and state funded facilities require a written maintenance plan and annual submission of the maintenance performed. |
| **INCIDENTAL USE** | Incidental use of FTA-funded assets requires prior FTA approval. PTD discourages incidental uses of real property unless it can generate additional revenues for the transit system or, at a reasonable cost, enhances system ridership. Prior written approval is required for incidental uses of real property which must be compatible with the original purposes of the contract.<br><br>Vehicles and equipment purchased with state and federal transit funds are based on use for public transportation. FTA and PTD allow incidental use of vehicles and equipment under the following conditions: the incidental use does not interfere with the public transit services for which it was originally obtained; incidental use must cover the cost for the use; incidental use may include meal and parcel delivery; and the incidental use does not exceed 20 percent of the total use of a vehicle. |
| **PROGRAM REPORTING** | NCDOT Public Transportation Division requires quarterly and year end reports. Program status reports are also required with each claim submitted. **Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).**<br><br>Non-profit organizations must submit a quarterly report regardless if they are submitting a claim for reimbursement. |
| **OVERSIGHT** | Oversight is performed through annual on-site site visits and desk reviews, proficiency reviews, system safety program reviews and reviews triggered as areas of concern. |
| **OTHER REQUIREMENTS** | Matching funds percentage can be found in the State Management Plan and in the program overview.<br><br>All projects must be included in a locally developed, coordinated public transit human service transportation plan. |
| **REFERENCES** | Section 5310 Circular - C 9070.1G<br>Section 5317 Circular – C 9045.1<br>NCPTD 5310 Program Overview<br>Third Party Contracting Guidance 4220.1F<br>Award Management Requirements 5010.1E<br>OMB's Uniform Administrative Requirements 2 CFR 200<br>NC Public Transportation Business Guide<br>09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients<br>IMD Unified Grant application and Guidance<br>State Management Plan |
| **UPDATES/REVISIONS** | Original Date: April 15, 2018<br><br>Last Amended Date: December 8, 2022 |

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Purchasing Director & Sheriff Travis Allen ; Sheriff's Office |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Sole-Source Idemia - Detention Center & Sheriff's Office |

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

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

Rowan County Sheriff's Office currently uses Idemia Fingerprint Software in both the Sheriff's Office and the Detention Center. The Couny request sole source approval due to standardization/compatibility issues. Agreement #001607-004 (Sheriff's Office) was approved as a sole-source on 8/1/2022; Agenda Item N. Agreement #001607-005 (Detention Center) was approved as a sole-source on 12/5/2022; Agenda Item A.

There will be a contract change order with Idemia for the two seperate agreements for FY24; Not to Exceed $15,600.00 Total.

Board of Commissioners to approve the sole-source and authorize the Purchasing Director to approve the contract change order's with Idemia for the two seperate agreements for FY24; Not to Exceed $15,600.00 Total.

**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:** | Grants Administration/Govt Relations Dept.; Planning & Development Dept. |
| **DATE:** | June 28, 2023 |
| **SUBJECT:** | GRANT AGREEMENT: Request to Approve HOME-ARP Funding Agreement |

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Rowan County has been awarded funds for the HOME Investment Partnership—American Rescue Plan ("HOME-ARP") through the US Department of Housing and Urban Development (HUD). The Board of Commissioners approved the HOME-ARP Funding Action Plan on February 21, 2022 (Consent Agenda Item K). The City of Concord is administering this grant on behalf of the Cabarrus/Iredell/Rowan HOME-ARP Consortium.

HOME-ARP funding is in the amount of $738,812 project funds and $58,670 administrative costs. Per the approved Project Budget, project funds are to be used for 1) creating and developing non-congregate housing, and 2) tenant based rental assistance and support services. The attached Call for Projects is to be publicized following approval to solicit project proposals that meeting the requirements of the HOME-ARP agreement.

The Call for Projects proposals will be reviewed by a committee made up of the Director of Planning, the Director of Grants Administration/Govt Relations, the CIO/Assistant County Manager, and representatives from the City of Salisbury and the City of Concord. The Committee will then make a recommendation to the Board of Commissioners which will make the final selection.

Total funding is $797,482, with a performance period of 9/20/21 to 9/30/2029.

**Recommendation**

1. That the Board of Commissioners approve the County Manager to execute the funding agreement, HOME Investment Partnership—American Rescue Plan, with the City of Concord.
2. That the Board of Commissioners approve publicizing the Call for Projects for HOME-ARP Funding.
3. That the Board of Commissioners approve the Committee to review project proposals, made up of the Director of Planning, the Director of Grants Administration/Govt Relations, the CIO/Assistant County Manager, and representatives from the City of Salisbury and the City of Concord.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| HOME-ARP Funding Agreement | 6/28/2023 | Exhibit |
| Approved HOME-ARP Funding Action Plan | 6/28/2023 | Exhibit |
| HOME-ARP Call for Project Proposals | 7/5/2023 | Exhibit |

# AGREEMENT FOR THE EXECUTION OF THE HOME-ARP - AMERICAN RELIEF PLAN (HOME-ARP)

This Agreement ("Agreement"), made and entered into this _____day of _____**, 2023** 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-ARP Consortium (hereinafter "City"), and **County of Rowan,** a body politic and incorporated under the laws of the State of North Carolina (hereinafter "Agency")

**WITNESSETH**:

WHEREAS, the City has entered into an Agreement to receive funds for the HOME Investment Partnerships – American Rescue Plan (HOME-ARP) 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 is to allocate a specified portion of the funds 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 the Funding Agreement, Agency has been designated to receive **$738,812** in project funds and **$58,670** for administrative costs; and

WHEREAS, pursuant to the purpose specified in the Funding Agreement and in compliance with the HOME-ARP Policy and Procedure Manual, the Agency is undertaking certain activities and desires to engage the City to render 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 by the Agency pursuant to this Agreement (hereinafter "Project"), shall be those specified in Exhibit "A", the Action Plan ("Action Plan") submitted by the Agency and approved by HUD which is attached hereto and incorporated herein.
2. The City may, from time to time, request changes to the scope of service from the Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Agency's compensation, which shall be mutually agreed upon by and between the City and the Agency, shall be incorporated in written amendments to this Agreement.

**B. DURATION OF AGREEMENT**:

This Agreement shall be effective as of the **20th day of September 2021**, and shall remain in effect during the period of affordability required by the Act under Notice: CPD-21-10.

**C. TERMS AND CONDITIONS:**

1. The Agency shall enforce this Agreement through a promissory note and deed of trust on all real properties in which HOME-ARP Funds are used thereby requiring compliance with all applicable

HOME-ARP 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-ARP Funds disbursed to the Agency.

2. The Agency shall assume responsibility for managing the day-to-day operations of its HOME-ARP 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-ARP Funds meet the affordability and resale requirements of 24 CFR 92.252 or 92.254 as applicable, and shall repay its award of HOME-ARP 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-ARP Funds in a separate local account for use to fund additional eligible HOME-ARP activities of the Agency's choosing and agrees to invest all returns on HOME-ARP investments in other eligible activities before drawing down additional HOME-ARP Funds from the City.

5. The Agency shall request reimbursement of HOME-ARP 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 ten (10) days following occupancy of each completed housing unit.

7. The Agency shall require all owners of housing assisted with HOME-ARP 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-ARP Funds to assure compliance with the requirements set out in 24 CFR Part 92 and CPD 21-10 not less than annually. Each review must include an annual onsite inspection to determine compliance with housing codes and the HOME-ARP 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 project activities where HOME-ARP funds are used, 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 for one year after completion of said project activities. 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-ARP 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-ARP 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. The Agency shall allow the City to carry out monitoring and evaluation activities as determined necessary by the City and HUD.

14. Funds must be 100% drawn down by September 30, 2029. If all funds are not drawn by this date, the balance will be recaptured by the HOME-ARP Consortium and reallocated. All HOME-ARP Consortium members 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.

15. The Agency shall comply with all labor standards, nondiscrimination and equal opportunity responsibilities outlined in Title 24.

16. 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 Agreement as a result of the acts or omissions of the Agency, its contractors 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 Agreement. This section shall remain in

force for a period of one year from the completion date of project activities despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Agency under this Agreement.

17. The Agency shall ensure that the City has sufficient time to review and comment on all environmental reviews as defined in paragraph 16, 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".

18. 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 16 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 HOME-ARP Funds to engage in project activities in accordance with the approved budget for the project hereinafter "Project Budget" as fully outlined in the Project/Activity Description section of the Action Plan, 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 or Electronic Funds Transfer (EFT) 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-ARP 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 use their allocation of HOME-ARP Program administrative funds to pay for costs relating to (a) oversight, coordination and general management of HOME-ARP 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-ARP Funds; monitoring HOME-ARP-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 as defined in CPD-21-10.

5. The Agency may use HOME-ARP funds to pay for project-related soft costs, which are costs related to the development or financing of HOME-ARP-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-ARP 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-ARP Funds identified in 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; and costs associated with a project-specific environmental review.

**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 reimbursement from HOME-ARP 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 HOME-ARP 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-ARP Funds and the fulfillment of this Agreement for a period of three (3) years following the completion of all close-out procedures respecting HOME-ARP Funds, and the final settlement and conclusion of all issues arising out of the HOME-ARP funds.

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 HOME-ARP 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 HOME-ARP funds provided hereunder: provided, however, the Agency may supplement the HOME-ARP funds provided hereunder from other fund sources.

3. HOME-ARP Funds provided hereunder are exclusively for the purposes of this Agreement and under the terms and conditions of this 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 HOME-ARP 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 business opportunities and jobs generated by the HOME Investments Partnerships American Rescue Plan (HOME- ARP) 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 about the project must recognize the Cabarrus/Iredell/Rowan HOME-ARP Consortium as the sponsor and the project being funded by HUD through the HOME-ARP 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 activities.

**K. SUSPENSION OR TERMINATION FOR CAUSE:**

1. The City, upon written notice to the Agency, may suspend or terminate payment of HOME-ARP 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 HOME-ARP 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 HOME_ARP Funds 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 HOME-ARP Funds if the Agency is unable or unwilling to accept any additional conditions that may be provided by federal or state laws or regulations, executive order, or other policy announced by HUD.

3. If the City withholds reimbursement payment, it shall advise the Agency in writing what action must be taken as a condition of precedent to the resumption of said payments.

**L. ASSIGNABILITY:**

This Agreement is expressly non-assignable without the prior written consent and approval of the City; nor may the project activities 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 of the attachments, provisions, federal, state, and local laws and the Cabarrus/Iredell/Rowan HOME-ARP 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-ARP Consortium. All of the foregoing is hereby made a part of this Agreement and incorporated herein by reference. A list of documents incorporated herein by reference include, but are not limited to, those set forth in Exhibit "B."

**N. MISCELLANEOUS PROVISIONS**:

1. The singular of any term used in this Agreement shall include the plural, and the plural shall include the singular, 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**

Lloyd Wm. Payne, Jr. ICMA-CM, City Manager
City of Concord
P.O. Boc 308
Concord, NC 20826-0308

With a copy to:
Pepper Bego, Federal Program Coordinator
P.O. Box 308

Concord, N.C. 28026-0308

**County of Rowan**
Greg Edds, Chairman
Rowan County
130 W Innes Street
Salisbury, NC 28144

With a copy to:
Ed Muire, Planning and Development Director
402 N Main Street
Salisbury, Nc 28144

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 Llyod Wm. Payne, Jr. ICMA-CM, City Manager

(Corporate Seal)

APPROVED AS TO FORM

_____

VaLerie Kolczynski, City Attorney

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

_____

Jessica Jones, Finance Director

ATTEST: **CITY/TOWN/COUNTY OF Rowan**

_____ By: _____

Carolyn Barger, Clerk Greg Edds, City/Town/County Mayor/Commissioner

(Corporate Seal)

APPROVED AS TO FORM

_____

Jay Dees, City/Town Attorney

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

_____

Anna Bumgarner, Finance Director

**EXHIBIT “A”**
**AGENCY HOME-ARP ACTION PLAN**

**EXHIBIT "B"**

## 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-ARP 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).

22. Notice CPD 21-10 - https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf

## CABARRUS-IREDELL-ROWAN HOME CONSORTIUM

# HOME-ARP FUNDING ACTION PLAN



**APPLICATIONS DUE FEBRUARY 11, 2022**

Submit application to:

City of Concord
Attn: Pepper Bego
Planning & Neighborhood Development Department
P.O. Box 308
Concord, NC 28026
704-920-5133
begop@concordnc.gov

## ACTION PLAN INFORMATION

**HOME Consortium Member:** Rowan County, NC

## PROJECT/ACTIVITY DESCRIPTION

Project/Program Title: Rowan County, NC HOME-ARP Funding

Project/Program Location: Rowan County, NC

**I (a) Type of Activity** (check one)

____ Development and Support of Affordable Housing

____ Tenant Base Rental Vouchers (TBRV)

_____ Support Services (Non-Profits)

__X__ Acquisition and Development of Non-Congregate Housing

**II (b) Project Description.** Please provide a **detailed narrative description** of the project below (or on an attached page), addressing all of the following questions. Please check each box below to show that you have addressed the question, and insert information directly in blank space below question. Where the question is not applicable or no information is available, insert N/A.

Over 75% of Rowan County respondents that participated in the Consortium's on-line HOME-ARP survey indicated this community needed more non-congregate housing. In support of this need, Rowan County will prioritize use of its HOME-ARP funds to establish a program with allowable administrative funds to solicit and evaluate applications for proposals that create non-congregate housing and fund a project(s) that supports veterans, homeless or those at-risk of homelessness through the acquisition, rehabilitation, or construction of non-congregate housing. Program funding for this initiative may be used for development hard costs and related soft costs.

As the aforementioned survey also identified that qualifying households in the community cannot afford housing and housing related costs such as rental assistance, the County will allocate a portion of its funds in support of tenant based rental assistance. Rowan County intends to solicit applications seeking a provider to administer and distribute these funds. Priority may be given to a

provider(s) that demonstrates their current or proposed program is able to incorporate support services for homeless prevention and housing counseling services.

## 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 Activities: HOME -ARP

| | |
|---|---|
| ▪ Create and Develop Non-Congregate Housing - | $554, 109 |
| ▪ Tenant Based Rental Assistance and Support Services - | $184, 703 |
| ▪ General Program Administration - | $58, 670 |
| **TOTAL HOME-ARP Funds** | **$797, 482** |

## DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Are any of the Board Members or employees of the agency which will be carrying out this project, or members of their immediate families, or their business associates:

a) Employees of or closely related to employees of your agency or the member government through which this application is made: YES ___ NO _X_

b) Members of or closely related to members of City Council or Commission of the member government through which this action plan is made: YES ___ NO _X_

c) Current beneficiaries of the program for which funds are requested: YES ___ NO _X_

d) Paid providers of goods or services to the program or having other financial interest in the program: YES ___ NO _X_

If you have answered ***YES*** to any question, **please attach a full explanation.** The existence of a potential conflict of interest does not necessarily make the project ineligible for funding, but the existence of an **undisclosed** conflict may result in the termination of any grant awarded.

***To the best of my knowledge and belief all data in this application are true and current. The document has been duly authorized by the governing board of the applicant.***

Signature: AARON CHURCH — *Certifying Official*

2-28-22 — Date

Aaron Church — *Signature of Certifying Official*

2-28-22 — *Date*

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

James Howden
FINANCE DIRECTOR

# Call for Project Proposals:
## HOME-ARP Funding

**Program Overview**
As a participating member of the Cabarrus, Iredell, Rowan HOME Consortium, Rowan County has received a HOME American Rescue Plan (HOME-ARP) grant allocation of **$738,812** to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by either providing housing, rental assistance, supportive services, and non-congregate shelter. The goal is to reduce homelessness and increase housing stability. These grant funds will be administered through the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program (HOME) and were allocated using the HOME Program formula.

HOME-ARP funds must be used to primarily benefit individuals or families from the following qualifying populations:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (**42 U.S.C. 11302(a)**);
- At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (**42 U.S.C. 11360(1)**);
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary;
- In other populations where providing supportive services or assistance under section 212(a) of the Act (**42 U.S.C. 12742(a)**) would prevent the family's homelessness or would serve those with the greatest risk of housing instability;
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

More information regarding the HOME - ARP program can be found at:
https://www.hudexchange.info/programs/home-arp/overview/

DRAFT

**Project Proposal Eligible Activities**
HOME-ARP funds must be used to primarily benefit the qualifying populations through the four eligible activities:

- **Tenant-Based Rental Assistance (TBRA)** - Payments to make up the difference between the amount a household can afford to pay for housing and the local rent standards and other costs to include security and utility deposits. More information related to this activity may be found at the following link: https://www.hud.gov/sites/dfiles/CPD/documents/HOME-ARP-TBRA-Fact-Sheet.pdf

- **Production or Preservation of Affordable Rental Housing (New Construction, Acquisition, Rental or Rehabilitation of housing units)** - Acquire, construct and rehabilitate rental housing for occupancy by individuals and families that meet one of the Qualifying Populations. More information related to this activity may be found at the following link: https://www.hud.gov/sites/dfiles/CPD/documents/HOME-ARP-Rental-Fact-Sheet091321.pdf

- **Provision of Supportive Services** - Homeless prevention services and housing counseling. Also, includes supportive services such as childcare, basic educational skills, employment assistance and job training programs, legal services, rental application fees, security/utility, payment of rental arrears deposits, etc. More information related to this activity may be found at the following link: https://www.hud.gov/sites/dfiles/CPD/documents/HOME-ARP-Noncongregate-Shelter-Fact-Sheet.pdfhttps://www.hud.gov/sites/dfiles/CPD/documents/HOME-ARP-Supportive-Services-Fact-Sheet.pdf

- **Acquisition and Development of Non-Congregate Shelter Units (NCS)** - These structures can remain in use as non-congregate shelter or can be converted to: 1) emergency shelter under the Emergency Solutions Grant program; 2) permanent housing under the Continuum of Care; or 3) affordable housing under the HOME Program (Includes locations where each individual or household has living space that offers some level of privacy such as hotels, motels, or dormitories). More information related to this activity may be found at the following link: https://www.hud.gov/sites/dfiles/CPD/documents/HOME-ARP-Noncongregate-Shelter-Fact-Sheet.pdf

***Rowan County's HOME - ARP application endorsed by the County Commission in February 2022 prioritized Acquisition and Development of Non-Congregate Shelter Units, Tenant Based Rental Assistance and Provision of Supportive Services. Projects that focus on supporting these activities will receive priority. The lack of a viable project(s) for one of the eligible activities may result in Rowan County's available funding being allocated to one activity.***

DRAFT

**Application Period and Project Proposal**

Proposals will be accepted between July 18, 2023 and August 15, 2023. See submittal instructions for more detail. At a minimum, proposals should include the following information. Please provide written responses to the bulleted items below as part of your proposal. Additional information such as renderings or letters of support will also be accepted but are not required.

1. Project Narrative

    a) Provide a concise description of the proposed project, indicating specifically how HOME-ARP funds will be used.

    b) List the amount of funding your organization is requesting in HOME-ARP funds from the County.

    c) Describe how this project addresses the current challenges faced by your organization or the population your organization serves.

    d) Describe the populations to be served. Describe the key demographic and economic characteristic of the clients to be served.

    e) Describe the duration of time the project will serve the populations described above.

    f) Provide a proposed timeline for the delivery of your proposed project.

2. Project Budget

    a) Provide a detailed project or program budget and narrative that specifically identifies how the requested HOME-ARP funds will be spent. Identify other sources of funding to be used implement your project or program in your budget.

3. Organization Information/Organization Capacity

    a) Provide a brief summary of your organization's history and mission

    b) Describe your organization's experience with and ability to programmatically manage federal funds.

4. Supporting Documents

    a) Include as attachments any supporting documents that may be relevant.

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## Submittal Instructions

The deadline to submit project proposals is August 15, 2023. No submissions or supporting documents will be accepted after this deadline. Submittals may be emailed to ann.kitalong-will@rowancountync.gov or delivered to:

HOME-ARP Proposals
c/o Grants Administration/Govt Relations
130 W. Innes St.
Salisbury, NC 28144

The submission should include the project proposal narrative as detailed in this Call for Projects, as well as the attached application complete with requested attachments.

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## CONFLICT OF INTEREST ACKNOWLEDGEMENT

Do any family relationships (by blood or marriage) exist between staff in your organization and/or Agency Board members?

**Yes** ☐ **No** ☐

If yes, please explain in detail and document the staff person's involvement with these grant funds in the section below.

Do any family relationships (by blood or marriage) exist between staff in your organization and/or Rowan County Board of Commissioners?

**Yes** ☐ **No** ☐

If yes, please explain in detail and document the staff person's involvement with these grant funds in the section below.

## ACKNOWLEDGED RESPONSIBILITY TO ABIDE BY ALL HUD AND ROWAN COUNTY REQUIREMENTS

The applicant agrees to abide by all policies, regulations, ordinances, or statutes as required by HUD and Rowan County. Please comprehensively review the HOME regulations at, 24 CFR Part 92.

**Yes** ☐ **No** ☐

## CERTIFICATION

I certify that the applicant agency meets the conditions specified in the application instructions and will be able to carry out the proposed services in concert with all federal requirements. I also certify that the organization is a certified IRS 501(c) (3) non-profit or governmental agency. I agree to adhere to the above provisions for all programs receiving assistance from the US Department of Housing & Urban Development. All board and staff members have disclosed any potential conflicts of interests that could violate HOME Program regulations at this time or at a later date. I further certify that I have reviewed the contents of this application and the rating form and deem them to be accurate and true.

**Signature of Authorized Representative** **Date**

**Printed Name** **Title**

DRAFT

## HOME ARP – Application for Funding

**Project Title:**

**Name of Organization:**

**Address:**

**Email:**

**Phone Number:**

**Executive Director:**

**Primary Contact (if different from above):**

**Requested Funding Amount:**

### SUBMISSION CHECKLIST

- ☐ **Project Proposal:** Written responses to the bulleted items described in the Call for Projects
- ☐ **Non-profit status:** Provide a copy of a 501(c) (3) designation letter from the Internal Revenue Service if a non-profit applicant
- ☐ **Audited Financial Statement:** Provide one copy each of the last two most recent audited financial statements that meet the criteria described. Include management letters if applicable.
- ☐ **Board Members:** Provide list of board members and a copy of board meeting minutes authorizing the submittal of this application.
- ☐ **Project Budget:** Attach a detailed project budget that identifies how HOME ARP funds will be spent. Identify other sources of funding to be used to implement your project in your budget.

DRAFT

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Purchasing Director & Don Bringle; Parks & Recreation Director |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Lease Agreement - 6620 Bringle Ferry Rd. |

---

Rowan Count entered into a lease agreement with Damien Powell & Lauren Frick on May 18, 2021, to occupy the premises, located at 6620 Bringle Ferry Rd. Salisbury, NC 28146.

Lessee wishes to exercise the option to extend for a Term of one (1) year ending June 30, 2024 if not earlier terminated as provided within agreement. This lease my be extended annually upon request of Lessee by submitting written notice at least Sixty (60) Days prior to the end of the Term and approval of Lessor at Lessor's sole discretion.

Lessor agrees to lease said premises to the Lessee for the sum of $1,000.00 per month for a period of twelve (12) months, commencing on July 1, 2023.

Board of Commissioners to authorize Director of Purchasing/Contract Administration to notify Lessor of acceptance of lease extension.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Lease | 6/29/2023 | Cover Memo |

North Carolina

Rowan County

**LEASE**
**6620 BRINGLE FERRY ROAD**

THIS LEASE, made and entered into this 01 day of July 2023 by and between the County of Rowan, party of the first part, hereinafter referred to as "Lessor", and Damien Powell and Lauren Frick, parties of the second part, hereinafter referred to as "Lessee".

In consideration of the mutual covenants herein contained, it is agreed to be and between the parties as follows:

1. The Lessor agrees to lease and the Lessee agrees to occupy the premises, located at 6620 Bringle Ferry Road, Salisbury, NC 28146 subject to the terms hereinbelow.

2. The Lessor agrees to lease said premises to the Lessee for the sum of $ 1000 per month for a period of 12 months, commencing on July 1, 2023 (the "Effective Date") for a Term of ONE (1) YEAR ending June 30, 2024 if not earlier terminated as provided hereinbelow. This Lease may be extended annually upon request of Lessee by submitting written notice at least SIXTY (60) DAYS prior to the end of the Term and approval of Lessor at Lessor's sole discretion.

3. Lessee will deposit with Lessor a refundable security deposit of one month's rent upon execution of this agreement; provided, however, if Lessee has already deposited with Lessor a deposit amount under the prior Lease, Lessor shall retain said amount as deposit for this Lease.

4. Premises rent is due and payable on the first day of each month and shall be made to the Rowan County Government, 130 West Innes Street, Salisbury, NC 28144 either in person or by mail.

5. Rent is considered late if not received by the 10th day of the month for which the rent is considered due. A late charge of 5% per month shall be added to payment which is more than ten (10) days late. The Lessor may take any action appropriate to collect later rental amounts, including termination of the annual lease.

6. During the term of this lease, the Lessee agrees to keep the premises in a good state of repair. Premises to be used for residence of Lessee only, otherwise this Lease agreement is void. Lessee may not sub-lease premises or assign this Lease to third parties.

7. Lessee shall indemnify, defend and save harmless Lessor from and against any and all 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 demise premises by the Lessee.

8. The Lessee agrees to carry appropriate insurance on personal property of the Lessee contained in or about the demise premises to the extent of its full insurance value. Lessor and Lessee hereby mutually release and discharge each other from all claims or liabilities arising from or caused by fire or other casualty, whether covered or not, by personal property insurance on Lessee's property in or about the leased premises. Lessor is not responsible for damage to any vehicle or property owned by Lessee caused directly or indirectly by wind, rain, flood, lighting, falling limbs, or trees or any act of God located in or about the leased property.

9. Lessee shall be responsible for all regular maintenance of electrical and plumbing systems, glass breakage, yard maintenance and interior repairs. Lessor shall be responsible for all structural repairs, including roof, exterior walls and underground utilities and HVAC system replacement outside of the house. If emergency repairs are discovered pursuant to Lessor's right of inspection in 11 below, Lessor shall have the right to enter and make such repairs and charge amounts owed for such repairs to Tenant as Additional Rent.

10. Lessee shall pay for its own utilities, including gas, electrical and water.

11. Lessee may not store, maintain or possess any toxic, flammable, volatile, hazardous or biologically hazardous, or explosive substance in, about or around the demise premises without the express written permission of the Rowan County Manager. Lessee may not possess, store or maintain any illegal drugs, drug paraphernalia or any chemicals or equipment that can be used to make or manufacture illegal drugs. Nor shall the Lessee bring or possess any such illegal or hazardous substances or equipment defined in this section on to any part of leased property. Lessee will be entirely responsible for any costs associated with removal and cleanup of fuel, oil, lubricants, hydraulic oil, petroleum solvents and any illegal or prohibited substance stored, spilled or otherwise disseminated by Lessee on or about the demise premises and premises of Lessor. Violation of any part of this provision may result in the immediate termination of this lease.

12. Upon reasonable (24 hours) notice, Rowan County shall have the unqualified right to make routine inspections of the premises, interior and/or exterior, in order to insure compliance with this Lease. Entry for repairs, whether routine or emergency, or entry based on evidence of prohibited substances will not require any prior notice.

    Should Lessee change or add any locks, Lessee will immediately provide Lessor keys to the demise premises and to any locked area within or on the premises.

13. Any additions, improvements, painting, repairs by Lessee must be approved by Lessor prior to any action by Lessee. All improvements and/or additions by Lessee become the property of Lessor and may not be removed without written permission of Lessor.

14. Lessee or Lessor may terminate this agreement with thirty days written notice to the other party. Security deposit may be refunded after Lessor inspects vacated property and determines there is no damage beyond normal wear and tear.

{Signature Page Follows}

IN WITNESS WHEREOR, the Lessor has caused the instrument to be executed by an authorized agent of Rowan County, and the Lessee has also executed this agreement on the date and year first above written.

LESSOR: Rowan County, a body politic

By:_____

Its: Manager/Board Chair

LESSEE:

By: Damien Powell

Name of Lessee: Damien Powell

By: Lauren Frick

Name of Lessee: Lauren Frick

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Purchasing Director & Don Bringle; Parks & Recreation Director |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Lease Agreement - 750 Sloan Rd. |

---

Rowan Count entered into a lease agreement with Rocky Cain on April 1, 2019, to occupy the premises, located at 750 Sloan Road, Salisbury, NC 28125.

Lessee wishes to exercise the option to extend for a Term of one (1) year ending June 30, 2024 if not earlier terminated as provided within agreement. This lease may be extended annually upon request of Lessee by submitting written notice at least Sixty (60) Days prior to the end of the Term and approval of Lessor at Lessor's sole discretion.

Lessor agrees to lease said premises to the Lessee for the sum of $800.00 per month for a period of twelve (12) months, commencing on July 1, 2023.

Board of Commissioners to authorize Director of Purchasing/Contract Administration to notify Lessor of acceptance of lease extension.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Lease | 6/29/2023 | Cover Memo |

North Carolina

Rowan County

**LEASE**
**750 SLOAN ROAD**

THIS LEASE, made and entered into this 01 day of July 2023 by and between the County of Rowan, party of the first part, hereinafter referred to as "Lessor", and Rocky Cain, party of the second part, hereinafter referred to as "Lessee".

In consideration of the mutual covenants herein contained, it is agreed to be and between the parties as follows:

1. The Lessor agrees to lease and the Lessee agrees to occupy the premises, located at 750 Sloan Road, Salisbury, NC 28125 subject to the terms hereinbelow.

2. The Lessor agrees to lease said premises to the Lessee for the sum of $ 800.00 per month for a period of 12 months, commencing on July 1, 2023 (the "Effective Date") for a Term of ONE (1) YEAR ending June 30, 2024if not earlier terminated as provided hereinbelow. This Lease may be extended annually upon request of Lessee by submitting written notice at least SIXTY (60) DAYS prior to the end of the Term and approval of Lessor at Lessor's sole discretion.

3. Lessee will deposit with Lessor a refundable security deposit of one month's rent upon execution of this agreement; provided, however, if Lessee has already deposited with Lessor a deposit amount under the prior Lease, Lessor shall retain said amount as deposit for this Lease.

4. Premises rent is due and payable on the first day of each month and shall be made to the Rowan County Government, 130 West Innes Street, Salisbury, NC 28144 either in person or by mail.

5. Rent is considered late if not received by the 10th day of the month for which the rent is considered due. A late charge of 5% per month shall be added to payment which is more than ten (10) days late. The Lessor may take any action appropriate to collect later rental amounts, including termination of the annual lease.

6. During the term of this lease, the Lessee agrees to keep the premises in a good state of repair. Premises to be used for residence of Lessee only, otherwise this Lease agreement is void. Lessee may not sub-lease premises or assign this Lease to third parties.

7. Lessee shall indemnify, defend and save harmless Lessor from and against any and all 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 demise premises by the Lessee.

8. The Lessee agrees to carry appropriate insurance on personal property of the Lessee contained in or about the demise premises to the extent of its full insurance value. Lessor and Lessee hereby mutually release and discharge each other from all claims or liabilities arising from or caused by fire or other casualty, whether covered or not, by personal property insurance on Lessee's property in or about the leased premises. Lessor is not responsible for damage to any vehicle or property owned by Lessee caused directly or indirectly by wind, rain, flood, lighting, falling limbs, or trees or any act of God located in or about the leased property.

9. Lessee shall be responsible for all regular maintenance of electrical and plumbing systems, glass breakage, yard maintenance and interior repairs. Lessor shall be responsible for all structural repairs, including roof, exterior walls and underground utilities and HVAC system replacement outside of the house. If emergency repairs are discovered pursuant to Lessor's right of inspection in 11 below, Lessor shall have the right to enter and make such repairs and charge amounts owed for such repairs to Tenant as Additional Rent.

10. Lessee shall pay for its own utilities, including gas, electrical and water.

11. Lessee may not store, maintain or possess any toxic, flammable, volatile, hazardous or biologically hazardous, or explosive substance in, about or around the demise premises without the express written permission of the Rowan County Manager. Lessee may not possess, store or maintain any illegal drugs, drug paraphernalia or any chemicals or equipment that can be used to make or manufacture illegal drugs. Nor shall the Lessee bring or possess any such illegal or hazardous substances or equipment defined in this section on to any part of leased property. Lessee will be entirely responsible for any costs associated with removal and cleanup of fuel, oil, lubricants, hydraulic oil, petroleum solvents and any illegal or prohibited substance stored, spilled or otherwise disseminated by Lessee on or about the demise premises and premises of Lessor. Violation of any part of this provision may result in the immediate termination of this lease.

12. Upon reasonable (24 hours) notice, Rowan County shall have the unqualified right to make routine inspections of the premises, interior and/or exterior, in order to insure compliance with this Lease. Entry for repairs, whether routine or emergency, or entry based on evidence of prohibited substances will not require any prior notice.

    Should Lessee change or add any locks, Lessee will immediately provide Lessor keys to the demise premises and to any locked area within or on the premises.

13. Any additions, improvements, painting, repairs by Lessee must be approved by Lessor prior to any action by Lessee. All improvements and/or additions by Lessee become the property of Lessor and may not be removed without written permission of Lessor.

14. Lessee or Lessor may terminate this agreement with thirty days written notice to the other party. Security deposit may be refunded after Lessor inspects vacated property and determines there is no damage beyond normal wear and tear.

{Signature Page Follows}

IN WITNESS WHEREOR, the Lessor has caused the instrument to be executed by an authorized agent of Rowan County, and the Lessee has also executed this agreement on the date and year first above written.

LESSOR: Rowan County, a body politic

By:_____

Its: Manager/Board Chair

LESSEE:

By:_____

Name of Lessee: Rocky Cain

**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:** | June 29, 2023 |
| **SUBJECT:** | Schedule Public Hearing on August 7, 2023 for Z 02-23: Fisher Athletic |

---

**REQUEST**
Fisher Athletic has submitted a rezoning request to change the district designation for a portion of their property from Rural Agricultural (RA) to Commercial, Business, Industrial (CBI). This request encompasses 1.86 acres located behind their facility at 2060 Cauble Rd.

**PLANNING BOARD RECOMMENDATION**
Following consideration of this request at its June 26, 2023 meeting the Planning Board provides a favorable Statement of Consistency and Reasonableness and recommendation for Z 02-23.

**STAFF RECOMMENDATION**

- **Schedule Public Hearing for Z 02-23 at the August 7, 2023 County Commission meeting**

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Staff Memo | 6/29/2023 | Cover Memo |
| Z 02-23 Application | 6/29/2023 | Backup Material |
| Exception Plat | 6/29/2023 | Backup Material |
| Vicinity Map | 6/29/2023 | Backup Material |
| Table of Uses Excerpt | 6/29/2023 | Backup Material |

**Rowan County Planning & Development**
402 N. Main Street Room 204 Salisbury, NC 28144

# Z 02-23 Staff Report

**PROPERTY OWNER:** Fisher Athletic Equipment Company, Inc.
**APPLICANT:** Brian Pritchard, President, Fisher Athletic
**REQUEST:** Commercial, Business, Industrial (CBI) for portion of TP: 310-247; Application included as Attachment 1

## BACKGROUND

Fisher Athletic Equipment Company, Inc. has operated as an athletic equipment manufacturer at 2060 Cauble Road since 1970. This location is the headquarters for Fisher Athletic and employs seventy (70) full-time employees; the secondary location is Camargo, Illinois and has eleven (11) full-time employees. Fisher Athletic specializes in the manufacture of training and competition-use equipment for football, track & field and basketball used by colleges, high schools / middle schools and parks and recreation departments. Eighty percent (80%) of its sales are in the US and twenty percent (20%) are in Canada and Puerto Rico.

### Planning Related History

**Salisbury:** Prior to adoption of countywide zoning in 1998, this site was located within the City of Salisbury's two-mile ETJ. Case files for the City indicate:

- Z-6-76 June 15, 1976 Council rezoned Tax Map 310 Parcel 247 (2.28 acres) from A-1 (Agricultural) to M-1 (Light Industrial) to support "the family business operating in the area since before zoning was established in the two-mile ETJ, … and the rezoning was necessary for the non-conforming use to expand."
- Z-22-98 November 3, 1998 Council approved an A-1 to M-1 rezoning for a 75' x 305' portion of property that had been added to the northern edge of Tax Map 310 Parcel 247. This approximate 22,875 sq ft addition once again allowed Fisher Athletic to expand.

**Rowan County:**

- Z-16-99 Rowan County and Salisbury agree to a new ETJ boundary that rescinds the City's 2-mile ETJ to a one-mile boundary. Fisher Athletic and other properties zoned M-1 along Cauble Rd were zoned CBI by Rowan County.
- Exception Fisher Athletic acquired 1.861 acres from Tax Map 310 Parcel 246 and combined it with Tax Map 310 Parcel 247. Administratively approved as an "Exception Plat" on March 2, 2023; reference Attachment 2.

### Property Characteristics

Prior to Fisher Athletic's exception plat property acquisition, the facility and its operational area virtually occupied the entire available building envelope. The parcel has three (3) buildings

housing manufacturing operations, offices and warehousing that consist of the original building (6900 sq ft); second expansion (17,640 sq ft) and third expansion (19,600 sq ft). The recent property acquisition boosted frontage along Cauble Rd to four hundred sixteen (416) feet and added an additional 1.86 acres for a current tract size of 4.28 acres. Reference Attachment 3.

This property utilizes a well and septic system and any future expansions will rely on the same. The site is not impacted by a flood zone, airport zoning overlay or watershed impervious cover limitations; however, it is in the Phase 2 stormwater area managed by NCDEQ for projects that generally exceed one (1) acre.

**ZONING ANALYSIS**

| | |
|---|---|
| **Current Zone:** | Rural Agricultural (RA) |
| **Requested:** | Commercial, Business, Industrial (CBI)<br>Rezoning of the 1.861 acre "exception plat property" is proposed for the general CBI district. Although the assumption would be rezoning this area is to allow for expansion(s) of Fisher Athletic operations, the general rezoning will allow for any use permitted in the CBI district to be built and operate at this location. |
| **Plan Conformity** | The site is located in Area 2 of the Western Area Land Use Plan<br>Area 2 comprises the lands adjacent to Salisbury, Spencer, China Grove and Landis. Proximity to these municipal areas generally assumes that residential uses are expected, but commercial recommendations in the area tend to support such development at nodes or highways. While the site is neither located in a Community and Regional Node nor Highway Business corridor, the Rural Business category recommendation indicates major / minor thoroughfares (other than NC / US Highways) are appropriate for the Neighborhood Business (NB) district. In terms of zoning hierarchy, CBI is a less restrictive district than NB as it allows more uses with less standards. |
| **Purpose & Intent** | The CBI district allows for a wide range of commercial, business and light to medium industrial activities to support local and regional economies. Appropriate designations are in commercial corridors and areas served by public utilities or other areas if the existing or proposed development is compatible with the surrounding area and overall public good is served.<br><br>The current Fisher Athletic operations are zoned CBI which was deemed consistent with the City's M-1 designation at the time of ETJ relinquishment. As noted previously, Fisher Athletic has operated in some capacity at this site since 1970. |
| **Compatibility Of Uses** | Fisher Athletic is categorized as a Standard Industrial Classification (SIC) 3949 **"**Sporting and Athletic Goods Manufacturing" within the group code 39 for Miscellaneous manufacturing industries. Group 39 uses are **P**ermitted in the CBI and Industrial (IND) districts and subject to **S**pecial **R**equirements in the RA, Rural Residential (RR) and NB districts. |

As a **P**ermitted use, the applicable zoning standards relate to building setbacks, parking, access, screening (if within 200' of a residence) and no limitation on building size (unless in a watershed); as a **S**pecial **R**equirement use, the primary standard, in addition to the aforementioned, limits building size to ten percent (10%) of the lot size in RA up to 12,000 sq ft; 2,000 sq ft in the RR; and ten percent (10%) of the lot size up to 10,000 sq ft and five percent (5%) of the lot size thereafter up to 25,000 sq ft in NB.

The Zoning Ordinance's Table of Uses is included in Attachment 4 which offers a detailed comparison between uses allowed in RA and CBI. For general reference, the difference between uses allowed as SR in RA and Permitted in CBI are the allowance of food, textiles, drugs, soaps and paper manufacturing, oil / gas storage, brick / metal wholesale, drug and alcohol treatment centers, and public administration in CBI.

**Vicinity Conditions**

North of site: RA zoning consisting of several vacant tracts immediately adjacent (on west side of Cauble Rd) and residential uses on east side of Cauble Rd

South of site: CBI zoning for four (4) parcels and portions of two (2) others. These properties are residentially developed, but the CBI zoning is a "carry-over" from the previous M-1 zoning when Salisbury's ETJ governed the area.

East of site: RA zoning consisting of residentially developed properties fronting Cauble Rd and the Northridge Subdivision developed in 1998 that consists of 31 lots

West of site: RA zoning comprised five (5) large tracts.

## POTENTIAL IMPACTS

**Traffic**

Cauble Road (SR# 1911) is classified as a minor thoroughfare with a capacity of 13,100 vehicles per day according to the Cabarrus-Rowan Metropolitan Planning Organization's Street Appendix. The road has an eighteen (18) foot width, sixty (60) foot right-of-way and forty-five (45) miles per hour speed limit.

The most recent Average Annual Daily Traffic (AADT) from NCDOT for Cauble Rd is dated 2015 and indicates 950 vehicles near its intersection with E. Ridge Rd and 980 vehicles near is intersection with US 601 Highway.

**Utilities**

As noted previously, the site is served by well and septic. Municipal water and sewer are located over one (1) road mile south of the site on Sells Rd.

## PLANNING BOARD RECOMMENDATION

Following consideration of this request at its June 26, 2023 meeting the Planning Board provides a favorable Statement of Consistency and Reasonableness and recommendation for Z 02-23.

**Statement of Consistency and Reasonableness**

Z 02-23 is consistent with the West Rowan Land Use Plan and is reasonable and appropriate based on the following:

1. It allows for the parcel to be used consistently with existing structure
2. It increase tax base and job creation
3. The property has been in non-residential use since 1970
4. The purpose and intent of a family business is present

**Vote**

The motion to approve Z 02-23 was approved unanimously on a 7-0 vote.

**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 02-23
Date Filed 5.18.23
Received By MSM
Amount Paid #500.00

**Office Use Only**
EnerGov: Z-019789-2023

# REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: R. Brian Pritchard
Signature: [signature]
Phone: 704.636.5713 Email: brianpritchard@fisherathletic.com
Address: 2060 Cauble RD. Salisbury, NC. 28146

APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name:
Signature: SAME AS ABOVE
Phone: Email:
Address:

PROPERTY DETAILS:

Tax Parcel(s): 310 247 Size (sq.ft. or acres): 4.28
Property Location: 2060 Cauble Road
Current Land Use: SPORTS MANUFACTURING
Date Acquired: 5.12.2023 Deed Reference: Book 1423-190 Page

REQUEST DETAILS:

Existing Zoning District CBI RA Requested Zoning District CBI

If requesting a conditional zoning district, list proposed use or uses:

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), _____, 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): _____

Date: _____

Name of Applicant / Agent: _____

Address: _____

Phone Number: _____

**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** _____ **COUNTY OF** _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires_____, 20 _____.

**SEAL**

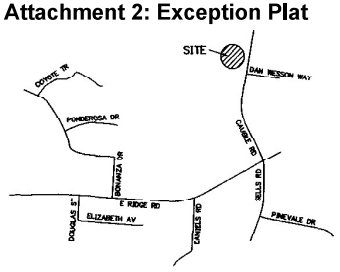
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**OFFICIAL USE ONLY**

1. Signature of Rezoning Coordinator: _____ 2. Planning Board Courtesy Hearing: ___/___/___ 3. Notifications Mailed: ___/___/___ 4. Property Posted: ___/___/___ 5. Planning Board Action: Approved _____ Denied _____ 6. Board of Commissioners Public Hearing: ___/___/___ 7. Notifications Mailed: ___/___/___ 8. Property Posted: ___/___/___ 9. Dates Advertised: 1st ___/___/___ 2nd ___/___/___ 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: ___/___/___

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## Attachment 2: Exception Plat

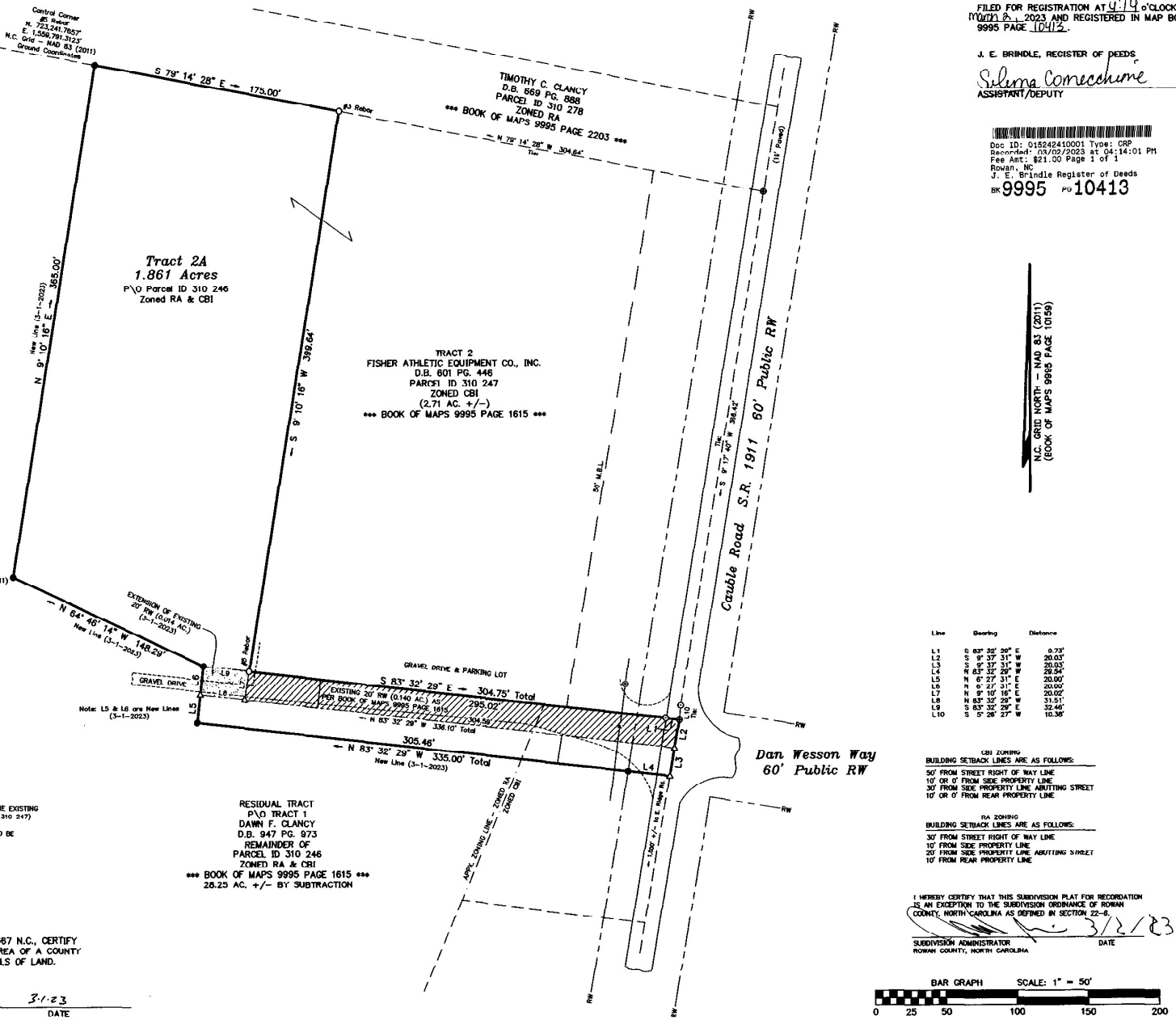



VICINITY MAP *** NOT TO SCALE

ROWAN COUNTY
FILED FOR REGISTRATION AT 4:14 o'CLOCK P.M.
March 6, 2023 AND REGISTERED IN MAP BOOK 9995 PAGE 10412.

J. E. BRINDLE, REGISTER OF DEEDS
Selma Comecchume
ASSISTANT/DEPUTY

Doc ID: 015242410001 Type: CRP
Recorded: 03/02/2023 at 04:14:01 PM
Fee Amt: $21.00 Page 1 of 1
Rowan, NC
J. E. Brindle Register of Deeds
BK 9995 PG 10413




| Line | Bearing | Distance |
|---|---|---|
| L1 | S 83° 32' 29" E | 9.73' |
| L2 | S 9° 37' 31" W | 20.03' |
| L3 | N 83° 32' 29" W | 20.03' |
| L4 | N 83° 32' 29" W | 29.94' |
| L5 | N 6° 27' 31" E | 20.00' |
| L6 | N 9° 27' 31" E | 20.00' |
| L7 | N 9° 10' 16" E | 20.00' |
| L8 | N 83° 32' 29" W | 31.51' |
| L9 | S 83° 32' 29" E | 12.46' |
| L10 | S 5° 28' 27" W | 10.36' |

NOTES:
1. THIS PROPERTY IS TO BE SERVED BY PRIVATE WELL AND PRIVATE SEPTIC TANK SYSTEMS.
2. TOTAL AREA SURVEYED: 1.861 ACRES.
3. THIS PROPERTY IS ZONED RA & CBI (ROWAN COUNTY).
4. ALL SIDE AND REAR LOT LINES ARE SUBJECT TO A 10' UTILITY EASEMENT ON EITHER SIDE.
5. THIS PROPERTY LIES IN DESIGNATED FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) (SEE FIRM 3710576200L). EFFECTIVE DATE (6-16-2009).
6. ALL DISTANCES SHOWN ARE HORIZONTAL.
7. THE COMBINED FACTOR FOR THIS SURVEY EQUALS 0.99986864.
8. ROWAN COUNTY DOES NOT GUARANTEE THE SUITABILITY OF ANY LOT FOR THE PLACEMENT OF A SEWAGE DISPOSAL AND/OR WATER SUPPLY SYSTEM.
9. TRACT 2 (1.861 ACRES) (P\O PARCEL ID 310 246) IS TO BE RECOMBINED WITH THE EXISTING PROPERTY OF FISHER ATHLETIC EQUIPMENT CO., INC. (2.71 AC. +/ ) (PARCEL ID 310 247) TO FORM ONE PARCEL CONTAINING A TOTAL OF 4.571 AC. +/-.
10. THE RESIDUAL TRACT (28.25 AC. +/-) (REMAINDER OF PARCEL ID 310 246) IS TO BE RETAINED BY DAWN F. CLANCY.
11. THIS PROPERTY IS NOT LOCATED WITHIN A PUBLIC WATER SUPPLY WATERSHED.

Note:
This combination will only become effective after the recordation of a document or plat expressing the owners intent to combine the noted parcels in the Office of Rowan County Register of Deeds.

CBI ZONING
BUILDING SETBACK LINES ARE AS FOLLOWS:
50' FROM STREET RIGHT OF WAY LINE
10' OR 0' FROM SIDE PROPERTY LINE
30' FROM SIDE PROPERTY LINE ABUTTING STREET
10' OR 0' FROM REAR PROPERTY LINE

RA ZONING
BUILDING SETBACK LINES ARE AS FOLLOWS:
30' FROM STREET RIGHT OF WAY LINE
10' FROM SIDE PROPERTY LINE
20' FROM SIDE PROPERTY LINE ABUTTING STREET
10' FROM REAR PROPERTY LINE

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT FOR RECORDATION IS AN EXCEPTION TO THE SUBDIVISION ORDINANCE OF ROWAN COUNTY, NORTH CAROLINA AS DEFINED IN SECTION 22-6.

SUBDIVISION ADMINISTRATOR
ROWAN COUNTY, NORTH CAROLINA
DATE 3/2/23

BAR GRAPH SCALE: 1" = 50'
0 25 50 100 150 200

I, RICHARD L. SHULENBURGER, PROFESSIONAL LAND SURVEYOR, L-2667 N.C., CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

RICHARD L. SHULENBURGER, P.L.S. 3.1.23 DATE

LEGEND
- Existing Railroad Spike
- Utility Pole
- Ex. Iron (as described)
- New Iron (#5 rebar)
- Point (not set)
- Existing Nail
- Centerline

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

I, Adam Paplin REVIEW OFFICER OF ROWAN COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

3/2/23

NORTH CAROLINA PROFESSIONAL SEAL L-2667 LAND SURVEYOR RICHARD L. SHULENBURGER

I, RICHARD L. SHULENBURGER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, D.B. (see references); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN D.B. (N\A) PG. (N\A); THAT THE RATIO OF PRECISION AS CALCULATED IS 1 : 10,000+ ; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 1st DAY OF MARCH, 2023.

3.1.23

PROPERTY SURVEY FOR:
*Fisher Athletic Equipment Co., Inc.*

SCALE: 1" = 50'
DATE: 3-1-2023
2060 Cauble Road
P\O Tract 1 of Book of Maps 9995 Page 1615
FRANKLIN TOWNSHIP, ROWAN COUNTY, NORTH CAROLINA
REFERENCES: P\O Parcel ID 310 246.
Deed Book 947 Page 973.
Book of Maps 9995 Page 1615.

SURVEY AND MAP BY SHULENBURGER SURVEYING COMPANY, P.A. (FIRM # C-1858)
614 N. MAIN ST., SUITE A, SALISBURY, N.C. PHONE: 704-637-9823


Attachment 3: Fisher Athletic facility
Cauble Rd
Fisher Atheltic
(4.28A)
Z 02-23
Area for
Consideration
175.00
365.00
148.29
40.00
305.46
(335.00)
40.06
376.80
274.64
(304.64)
(54)
(220)
(201)
260
(0.86A)
(142)
256.82
(0.83A)
(136)
253.45
(0.86A)
145
250.66
Dan Wesson
249.64
(0.94A)
(173)
160
248.12
(0.93A)
(162)
420.38
N
Vicinity Map & Zoning Districts
RR
RA
CAUBLE
RA
SITE
BONANZA
CBI
RIDGE
RS
Salisbury ETJ
SELLS
Salisbury ETJ
100 50 0 100 Feet

# Attachment 4: Table of Uses

(Ord. of 1-19-98, § VI; Amend. of 6-21-21)

**Sec. 21-113. Table of uses.**

Current District

Requested District

| P- Permitted by Right<br>P(A) - Permitted as Accessory Use<br>SR - Permitted with Special Requirements<br>SR (A) – Permitted with Special Requirements as Accessory Use<br>S - Special Use<br>CD - Conditional District | | Zoning Districts | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Residential | | | | | | Nonresidential | | | |
| **SIC** | **Use** | **RA** | **RR** | **RS** | **MHP** | **MFR** | **AI** | **CBI** | **NB** | **INST** | **IND** |
| ***Residential*** | | | | | | | | | | | |
| | Single family dwelling, site built | P | P | P | P | P | | P | P | | |
| | Single family dwelling, modular | P | P | P | P | P | | P | P | | |
| | Manufactured home | P Type I (1) | P Type I (1) | | P Type I, II, III | P Type I (1) | | P Type I (1) | | | |
| **(1) Refer to section 21-284 for exception to this criteria, section 21-137 for replacement of nonconforming manufactured homes and section 21-281 for temporary uses** | | | | | | | | | | | |
| | Temporary family health care structure | P (A) | P (A) | P (A) | P (A) | P (A) | | P (A) | P (A) | | |
| | Duplex, individual | P | SR | | | P | | P | | | |
| | Duplexes, triplexes, quadraplexes, other multi-family developments | | | | | S | | | | | |
| | Accessory structure, residential | P (A) | P (A) | P (A) | P (A) | P (A) | | P (A) | P (A) | | |
| | Home occupations | P | P | P | P | P | | P | P | | |
| | Residential clustering | S | S | S | | S | | | | | |
| | Family care homes | SR | SR | SR | SR | SR | | SR | SR | SR | |
| | Manufactured home park | | | | S | | | | | | |
| | Manufactured home park, family | SR | SR | | SR | SR | | | | | |
| | Major Subdivisions for residential use | P | P | P | P | P | | | | | |
| 01 | Agricultural Production – Crops | P | P | P | P | P | | P | P | P | P |
| 02 | Agricultural production livestock and animal specialties | P | P | P | P | P | | P | P | P | P |
| 07 | Agricultural services, *all except* | P | P | P | P | P | | P | P | P | P |
| 0741 | Veterinary Services for Livestock | SR or S | SR or S | | | | | P | SR | | P |
| 0742 | Veterinary Services for Animal Specialties | SR | SR | | | | | P | SR | | P |
| 0751 | Livestock Services, except veterinary, *all except* | SR or S | SR or S | | | | | P | SR | | P |
| 0751 (pt) | Slaughtering, custom | S | | | | | | P | S | | P |
| 0752 | Animal specialty services, except veterinary, *all except* | SR or S | SR or S | | | | | P | SR | | P |
| 0752 (pt) | Boarding horses, training horses, except racing | P | P | | | | | P | P | | P |
| 0752 (pt) | Animal Shelter, Boarding Kennel, and Dog Pound | S | | | | | | P | S | | P |
| 0782 | Lawn and garden services | SR | SR | | | | | P | SR | | P |
| 0783 | Ornamental Shrub and Tree Services | SR | SR | | | | | P | SR | | P |
| 08 | Forestry | P | P | P | P | P | | P | P | P | P |
| 09 | Fishing, hunting and trapping | P | P | P | P | P | | P | P | P | P |
| | Greenhouses | P | P | | | | | P | P | | P |
| ***Mining*** | | | | | | | | | | | |
| 10 | Metal mining | | | | | | | | | | S |
| 12 | Coal mining | | | | | | | | | | S |
| 13 | Oil and gas extraction | | | | | | | | | | S |
| 14 | Mining and quarrying of non-metallic minerals except fuels, *all except* | | | | | | | | | | S |
| 1442 | Common sand mining | SR | SR | | | | | P | | | P |
| ***Construction*** | | | | | | | | | | | |
| 15 | Building construction- general contractors and operative builders | SR | SR | | | | | P | SR | | P |

| P- Permitted by Right<br>P(A) - Permitted as Accessory Use<br>SR - Permitted with Special Requirements<br>SR (A) – Permitted with Special Requirements as Accessory Use<br>S - Special Use<br>CD - Conditional District | | **Zoning Districts** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **Residential** | | | | | **Nonresidential** | | | | |
| **SIC** | **Use** | **RA** | **RR** | **RS** | **MHP** | **MFR** | **AI** | **CBI** | **NB** | **INST** | **IND** |
| ***Construction cont.*** | | | | | | | | | | | |
| 16 | Heavy construction other than building construction – contractors | SR | SR | | | | SR | P | SR | | P |
| 17 | Construction – special trade | SR | SR | | | | SR | P | SR | | P |
| ***Manufacturing*** | | | | | | | | | | | |
| 20 | Food and kindred products, *all except* | SR | SR | | | | | P | SR | | P |
| 201 | Meat products | | | | | | | P | | | P |
| 207 | Fats and oils | | | | | | | | | | P |
| 208 (pt) | Winery | SR or S | SR or S | | | | | P | SR | | P |
| 2091 | Canned and cured fish and seafood | | | | | | | P | | | P |
| 2092 | Prepared fresh or frozen fish and seafood | | | | | | | P | | | P |
| 21 | Tobacco products | SR | SR | | | | | P | SR | | P |
| 22 | Textile mill products, *all except* | | | | | | | P | | | P |
| 226 | Dying and finishing textile | | | | | | | | | | P |
| 23 | Apparel & other finished products made from fabrics & similar material | SR | SR | | | | | P | SR | | P |
| 24 | Lumber and wood products, except furniture, *all except* | SR | SR | | | | | P | SR | | P |
| 241 | Logging | P | P | P | P | P | | P | P | P | P |
| 2421 | Sawmills and planning mills, general | SR | | | | | | | | | P |
| 2426 (pt) | Dimension, hardwood | SR | | | | | | | | | P |
| 2429 (pt) | Sawmills, special product | SR | | | | | | | | | P |
| 2491 | Wood preserving | | | | | | | | | | P |
| 25 | Furniture and fixtures | SR | SR | | | | | P | SR | | P |
| 26 | Paper and allied products, *all except* | | | | | | | P | | | P |
| 261 | Pulp mills | | | | | | | | | | S |
| 262 | Paper mills | | | | | | | | | | S |
| 27 | Printing, publishing, allied industries | SR | SR | | | | | P | SR | | P |
| 28 | Chemicals and allied products, *all except* | | | | | | | | | | S |
| 283 | Drugs | | | | | | | P | | | P |
| 284 | Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations | | | | | | | P | | | P |
| 29 | Petroleum refining, related products | | | | | | | | | | S |
| 30 | Rubber and miscellaneous products | SR | SR | | | | | P | SR | | P |
| 31 | Leather & leather products, *all except* | SR | SR | | | | | P | SR | | P |
| 311 | Leather and finishing | | | | | | | | | | S |
| 32 | Stone, clay, glass and concrete products, *all except* | SR | SR | | | | | P | SR | | P |
| 324 | Hydraulic cement | | | | | | | | | | S |
| 325 | Structural clay products | | | | | | | | | | S |
| 327 | Concrete, gypsum, plaster products | | | | | | | | | | S |
| 329 | Abrasives, asbestos, Non-metallic mineral products | | | | | | | | | | S |
| 33 | Primary metal industries | | | | | | | | | | S |
| 34 | Fabricated metal products, except machinery and transportation equipment, *all except* | SR | SR | | | | SR | P | SR | | P |
| 3483 | Ammunition except for small arms | | | | | | | | | | S |
| 3489 | Ordnance and accessories | | | | | | | | | | S |
| 35 | Industrial and commercial machinery and computer equipment | SR | SR | | | | SR | P | SR | | P |
| 36 | Electronic and other electrical equipment and components, except computer equipment, *all except* | SR | SR | | | | SR | P | SR | | P |
| 3612 | Power distribution and specialty transformers | | | | | | | P | | | P |
| 37 | Transportation equipment | SR | SR | | | | SR | P | SR | | P |
| 38 | Measuring, analyzing and controlling instruments | SR | SR | | | | SR | P | SR | | P |
| 39 | Miscellaneous manufacturing industries | SR | SR | | | | SR | P | SR | | P |

P- Permitted by Right
P(A) - Permitted as Accessory Use
SR - Permitted with Special Requirements
SR (A) – Permitted with Special Requirements as Accessory Use
S - Special Use
CD - Conditional District

| SIC | Use | Zoning Districts: Residential RA | RR | RS | MHP | MFR | Nonresidential AI | CBI | NB | INST | IND |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ***Transportation, communications, electric, gas and sanitary services*** | | | | | | | | | | | |
| 40 | Railroad transportation | | | | | | | | | | P |
| 41 | Local & suburban transit, interurban highway passenger transportation | SR | SR | | | | SR | P | SR | | P |
| 42 | Motor freight transportation and warehousing, *all except* | SR | SR | | | | SR | P | SR | | P |
| 421 | Trucking | SR | SR | | | | | P | SR | | P |
| 4221 | Farm product warehousing and storage | SR or S | SR or S | | | | | P | SR | | P |
| | Dead storage of manufactured homes | SR | SR | | SR | SR | | SR | | | SR |
| 4226 (pt) | Automobile dead storage | | | | | | | | | | S |
| 4226 (pt) | Oil and gasoline storage caverns for hire and petroleum and chemical bulk stations and terminals for hire | | | | | | SR (A) | P | | | P |
| 43 | U.S. Postal Service | P | P | P | P | P | | P | P | P | P |
| 44 | Water transportation, *all except* | | | | | | | P | | | P |
| 4493 (pt) | Marinas | | | | | | | P | SR | | P |
| 45 | Transportation by air | | | | | | SR | P | | | P |
| 46 | Pipelines, except natural gas | S | S | S | S | S | | S | S | S | S |
| 47 | Transportation services, *all except* | | | | | | SR | P | | | P |
| 472 | Arrangement of passenger transportation | SR | SR | | | | SR | P | SR | | P |
| 48 | Communications, *all except* | | | | | | | P | | | P |
| | Transmission tower & Wireless support structures | S | S | | | | | S | S | | S |
| | Co-location of wireless facilities | SR | SR | SR | SR | SR | | SR | SR | SR | SR |
| | Eligible facilities request | SR | SR | SR | SR | SR | | SR | SR | SR | SR |
| | Alternative tower structures | SR | SR | SR | SR | SR | | SR | SR | SR | SR |
| | Public safety tower | SR | SR | SR | SR | SR | | SR | SR | SR | SR |
| 4832 | Radio broadcast towers | S | | | | | | | | | |
| 4833 | Television broadcast towers | S | | | | | | | | | |
| 49 | Electric, gas, and sanitary services. *all except* | | | | | | | S | | | S |
| | Electric and water distribution lines, gas pipelines | P | P | P | P | P | | P | P | P | P |
| 491 (pt) | Residential Solar Energy Systems | SR | SR | SR | SR | SR | | SR | SR | SR | SR |
| 491 (pt) | Non-Residential Solar Energy Systems | SR | | | | | | SR | SR | SR | SR |
| 491 (pt) | Roof Mounted Solar Energy Systems | SR | SR | SR | SR | SR | | SR | SR | SR | SR |
| 491 (pt) | Utility Scale Solar Energy Systems | CD | | | | | | CD | | | S |
| 494 | Water supply | P | P | P | P | P | | P | P | P | P |
| 4952 | Sewerage systems | S | S | | | | | P | | | P |
| 4953 | Refuse systems, all prohibited *except* | | | | | | | | | | |
| | Dumps: operation of | CD | | | | | | | | | S |
| | Garbage: collect, destroy & process | CD | | | | | | | | | S |
| | Land clearing and inert debris landfill (LCID) | CD | | | | | | | | | S |
| | Landfills, sanitary: operation of | CD | | | | | | | | | S |
| | Refuse systems | CD | | | | | | | | | S |
| | Rubbish collection and disposal | CD | | | | | | | | | S |
| | Sludge disposal sites | CD | | | | | | | | | S |
| 4959 | Sanitary services, NEC | S | | | | | | P | | | P |
| 496 | Steam and air conditioning supply | | | | | | | P | | | P |
| ***Wholesale trade*** | | | | | | | | | | | |
| 50 | Wholesale trade, durable goods, *all except* | SR | SR | | | | | P | SR | | P |
| 5015 | Motor vehicle parts, used (outdoor) | CD | | | | | | | | | S |
| 5015 | Motor vehicle parts, used (indoor) | | | | | | | SR | | | SR |
| 5032 | Brick, stone & related construction materials | | | | | | | P | SR | | P |
| 505 | Metal & minerals, except petroleum | | | | | | | P | | | P |
| 5083 | Farm & garden machinery & equipment | SR | SR | | | | | P | SR | | P |
| 5093 | Scrap and waste materials | | | | | | | | | | S |
| 51 | Wholesale trade, nondurable goods, *all except* | SR | SR | | | | | P | SR | | P |

| P- Permitted by Right<br>P(A) - Permitted as Accessory Use<br>SR - Permitted with Special Requirements<br>SR (A) – Permitted with Special Requirements as Accessory Use<br>S - Special Use<br>CD - Conditional District | | **Zoning Districts** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **Residential** | | | | | **Nonresidential** | | | | |
| **SIC** | **Use** | **RA** | **RR** | **RS** | **MHP** | **MFR** | **AI** | **CBI** | **NB** | **INST** | **IND** |
| ***Wholesale trade cont.*** | | | | | | | | | | | |
| 5153 | Grain and field beans | SR or S | SR or S | | | | | P | SR | | P |
| 5154 | Livestock (wholesale) | | | | | | | | | | S |
| 5159 | Farm product raw materials, NEC | SR or S | SR or S | | | | | P | SR | | P |
| 516 | Chemical and allied products | | | | | | | | | | S |
| 517 | Petroleum and petroleum products | | | | | | | | | | S |
| 5191 | Farm supplies | SR or S | SR or S | | | | | P | SR | | P |
| ***Retail trade*** | | | | | | | | | | | |
| 52 | Building material, hardware, garden supplies and mobile home dealers | SR | SR | | | | | P | SR | | P |
| 53 | General merchandise stores | SR | SR | | | | | P | SR | | P |
| 54 | Food stores | SR | SR | | | | | P | SR | | P |
| 55 | Auto dealers, gas service stations | SR | SR | | | | | P | SR | | P |
| 56 | Apparel and accessory stores | SR | SR | | | | | P | SR | | P |
| 57 | Home furniture, furnishings and equipment stores | SR | SR | | | | | P | SR | | P |
| 58 | Eating and drinking places, all except | SR | SR | | | | | P | SR | | P |
| 5813 | Drinking places (alcoholic beverages) | | | | | | | S | | | P |
| 59 | Miscellaneous retail | SR | SR | | | | | P | SR | | P |
| ***Finance, insurance and real estate*** | | | | | | | | | | | |
| 60 | Depository institutions | SR | SR | | | | | P | SR | | P |
| 61 | Non-depository institutions | SR | SR | | | | | P | SR | | P |
| 62 | Security and commodity brokers | SR | SR | | | | | P | SR | | P |
| 63 | Insurance carriers | SR | SR | | | | | P | SR | | P |
| 64 | Insurance agents, brokers & service | SR | SR | | | | | P | SR | | P |
| 65 | Real estate | SR | SR | | | | | P | SR | | P |
| 67 | Holding and other investment offices | SR | SR | | | | | P | SR | | P |
| ***Services*** | | | | | | | | | | | |
| 70 | Hotels, rooming houses, camps and other lodging places, *all except* | SR | SR | | | | | P | SR | | |
| 7011 | Cabins | S | | | | | | S | S | | |
| 7032 | Sporting and recreational camps | S | S | | | | | P | SR | P | P |
| 7033 | Campgrounds and RV parks | S | | | | | | S | S | | |
| 72 | Personal services, *all except* | SR | SR | | | | | P | SR | | P |
| 7261 (pt) | Crematories | | | | | | | P | | | P |
| 73 | Business services | SR | SR | | | | SR | P | SR | | P |
| 75 | Auto repair, services and parking | SR | SR | | | | | P | SR | | P |
| 76 | Misc repair services | SR | SR | | | | SR | P | SR | | P |
| 78 | Motion pictures | SR | SR | | | | | P | SR | | P |
| 79 | Amusement, recreational services, *all except* | SR | SR | | | | | P | SR | | P |
| 7941 | Sports clubs and promoters | | | | | | | S | | | S |
| 7948(pt) | Racetrack operations, including speedways, go-kart tracks and dragstrips | | | | | | | S | | | S |
| 7992 | Public golf courses | S | S | | | | | P | | | |
| 7996 | Amusement park | | | | | | | S | | | S |
| 7997 | Membership sports and recreational clubs, *all except* | SR or S | SR or S | SR | | | | P | SR | | P |
| 7997 (pt) | Gun club, shooting clubs | S | | | | | | S | | | S |
| 7997 (pt) | Baseball club, football club, soccer club, and similar athletic field operation | CD | | | | | | S | | | |
| 7999 | Amusement and recreation services, NEC, *all except* | | | | | | SR | P | SR | | P |
| 7999 (pt) | Archery ranges, shooting range, skeet shooting, and trapshooting facilities (outdoor) | S | | | | | | S | | | S |
| 7999 (pt) | Archery and shooting range (indoor) | SR | | | | | | SR | SR | | SR |

| P- Permitted by Right<br>P(A) - Permitted as Accessory Use<br>SR - Permitted with Special Requirements<br>SR (A) – Permitted with Special Requirements as Accessory Use<br>S - Special Use<br>CD - Conditional District | | **Zoning Districts** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **Residential** | | | | | **Nonresidential** | | | | |
| **SIC** | **Use** | **RA** | **RR** | **RS** | **MHP** | **MFR** | **AI** | **CBI** | **NB** | **INST** | **IND** |
| ***Services cont.*** | | | | | | | | | | | |
| 7999 (pt) | Horse shows, rental of saddle horses, riding academies and schools, riding stables, rodeo operation | S | S | | | | | P | SR | | P |
| 7999 (pt) | Boat / canoe rental for pleasure or fishing, operation of fishing pier and lake | S | S | | | | | P | SR | | P |
| 7999 (pt) | Day camps, sports instructional schools and camps | S | S | | | | | P | SR | | P |
| 7999 (pt) | Model automobile racing | S | | | | | | P | SR | | P |
| | Public parks | P | P | P | P | P | | P | P | P | P |
| 80 | Health services, *all except* | SR | SR | | | | | P | SR | P | P |
| 8059(pt) | Convalescent homes for psychiatric patients | | | | | | | S | | S | S |
| 8063 | Psychiatric hospitals | | | | | | | S | | S | S |
| 8069 (pt) | Drug addiction rehab, Alcohol rehab hospitals | | | | | | | S | | S | S |
| 8093 (pt) | Drug and alcohol treatment, outpatient clients | | | | | | | P | | P | P |
| 81 | Legal services | SR | SR | | | | | P | SR | | P |
| 82 | Educational services, *all except* | P | P | P | | | SR | P | P | P | P |
| | Facility providing overnight habitation | | | | | | | | | SR | |
| 83 | Social services, *all except* | SR | SR | | | | | P | SR | P | P |
| 8322 | Individual and family social services | | | | | | | P | S | P | P |
| 8351 (pt) | Family child care home | P | P | P | P | P | | P | P | | |
| 8351 (pt) | Child care center in residence | P | P | | | | | P | P | | |
| 8351 (pt) | Child care center | SR | SR | | | | | P | SR | P | P |
| 8361 | Residential care, *all except* | | | | | | | S | | S | S |
| 8361 (pt) | Homes for the aged and rest homes within incidental health care | SR | SR | | | | | P | SR | P | P |
| 84 | Museums, art galleries and botanical gardens, *all except* | SR | SR | | | | | P | SR | P | P |
| 8422 | Zoological parks | CD | | | | | | S | | | |
| 86 | Membership organizations, *all except* | SR | SR | | | | | P | SR | P | P |
| 8641 | Civic, service and social fraternities | S | | | | | | P | SR | P | P |
| 8661 (pt) | Churches | P | P | P | P | P | | P | P | P | P |
| 87 | Engineering, accounting, res. management and related services | SR | SR | | | | | P | SR | | P |
| 88 | Private households | P | P | P | P | P | | P | P | | |
| 89 | Miscellaneous services | SR | SR | | | | | P | SR | | P |
| ***Public administration*** | | | | | | | | | | | |
| 91 | Executive, legislative and general government, except finance | | | | | | SR | P | | P | P |
| 92 | Justice, public order, safety, *all except* | | | | | | | P | | P | P |
| 9221 | Police protection | P | P | P | P | P | SR | P | P | P | P |
| 9224 | Fire protection | P | P | P | P | P | SR | P | P | P | P |
| | Ambulance stations | P | P | P | P | P | SR | P | P | P | P |
| | Rescue squads | P | P | P | P | P | SR | P | P | P | P |
| 93 | Public finances, taxation and monetary policy | | | | | | | P | | P | P |
| 94 | Administration of human resource programs | | | | | | | P | | P | P |
| 95 | Administration of environmental quality and housing programs | | | | | | | P | | P | P |
| 96 | Administration of economic programs | | | | | | | P | | P | P |
| 97 | National security and international affairs | | | | | | P | P | | P | P |
| | Solid waste and recycling convenience center | P | P | P | P | P | | P | P | P | P |
| ***Unclassified*** | | | | | | | | | | | |
| | Adult uses | | | | | | | S | | | |
| | Construction and demolition landfill | | | | | | | | | | S |
| | Event center | S | S | | | | | P | S | | P |
| | Major subdivisions for non-residential use | | | | | | | P | P | P | P |

**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, Assistant Planning Director |
| **DATE:** | June 30, 2023 |
| **SUBJECT:** | Schedule Legislative Hearing for SNIA 02-23: Performance Pit Oakridge LLC, for August 7, 2023 |

---

Panning Staff received a SNIA request from property owner Performance Pit Oakridge LLC to construct a 12,000 sf building "to build and store race cars, shop work" at 371 Pit Rd. – further referenced as Lot 8 in Performance Park & Parcel ID 230D-055 (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% coverage.

Schedule hearing for August 7, 2023

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Staff Report | 6/30/2023 | Exhibit |
| Site Plan | 6/30/2023 | Exhibit |
| GIS Map | 6/30/2023 | Exhibit |
| Application | 6/30/2023 | Exhibit |

Rowan County Department of Planning & Development
402 North Main Street – Suite 204 – Salisbury, NC 28144
Phone: (704) 216-8588
www.rowancountync.gov/planning

**MEMORANDUM**

TO: Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: June 30, 2023
RE: **SNIA 02-23: Performance Pit Oakridge LLC**

**SUGGESTED BOARD OF COMMISSIONERS ACTION**

❒ Schedule legislative hearing for **SNIA 02-23** for August 7, 2023

**BACKGROUND** On January 17, 2023, the Board of Commissioners adopted an amendment to the Zoning Ordinance, which transitioned the process for review of Special Non-Residential Intensity Allocation (SNIA) requests from "Administrative" to a conditional district – which require rezoning. This change, along with the adopted land use plan recommendations for SNIA allocation, allow input from both Planning Board and citizens along with established guidance for the board's consideration prior to making a decision. Procedurally, a SNIA request require rezoning to a conditional district (CD) within the Water Supply Watershed Overlay (WSO) district.

**REQUEST** Planning Staff received a SNIA request from property owner Performance Pit Oakridge LLC to construct a 12,000 sf building "to build and store race cars, shop work" at 371 Pit Rd. – further referenced as Lot 8 in Performance Park & Parcel ID 230D-055 (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% coverage.

Applicant / Owner: Perf. Pit Oakridge LLC
Location: 371 Pit Rd.
Tax Parcel: 230D-055
Zoning: IND
Purpose: Race Shop
Watershed: WS II BW (Coddle Creek)

## LAND USE PLAN RECOMMENDATIONS

Land use plan recommendations for SNIA requests include the following (refer to https://rowancountync.gov/443/Land-Use-Planning to view the full text):

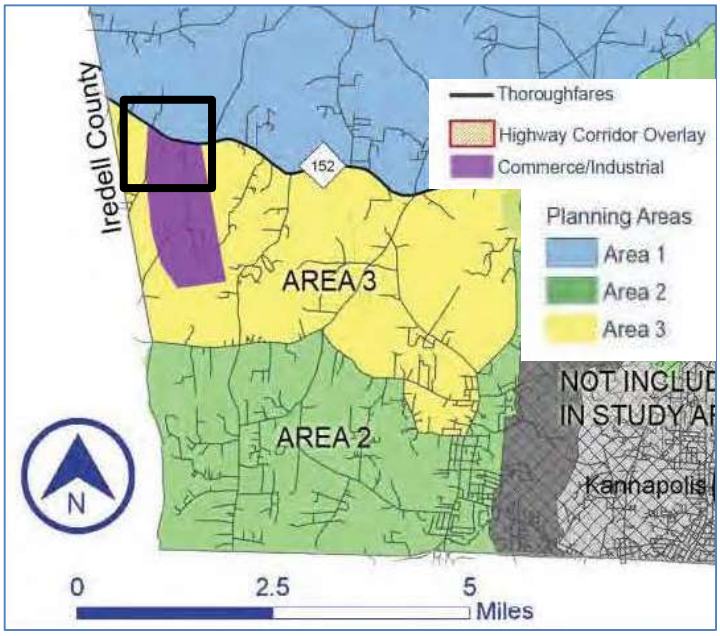
- General recommendation for the maximum acreage of removal for a single parcel is 2 acres: **Subject parcel totals 1.29 ac.**

- Increase in tax base and / or job creation proportionate to acreage requested for removal: **The proposed building is similarly sized and proportionate to the lot acreage as other IND zoned lots in the vicinity.**

- Consider identified capital improvement plans or other public property needs within the watershed: **None to knowledge.**

- Consider request in comparison to undeveloped non-residential zoned acreage: **Performance Park was established in 2000 creating 12 lots on 19 acres for industrial use. Lot 8 is the last remaining lot applying for SNIA designation.**

- Comply with all other land use plan recommendations: **Site is located within a Commercial / Industrial area noted on the future land use map.**




- Designations within existing Commercial / Industrial parks within a WS II area established prior to 2023 are encouraged: **The 19 acres associated with Performance Park was zoned IND during countywide zoning in 1998.**

## CALCULATIONS

- Total lot area (less r/w): **1.29 ac (56,192 sf)**
- Current total built upon area: **0 sf**
- Proposed structure size: **12,000 sf**

- Proposed other improvements: **11,381 sf**
- Total coverage after development: **23,381 sf (41.6%)**
- Allowable coverage by right: **6,743 sf (12%)**
- Coddle Creek Watershed Acreage: **11,947 ac (10% = 1,194.7 ac)**
- Acres approved for SNIA: **163.72 ac (1.37% of 10%)**
- Percentage removed from 10% allocation total: **13.70% of 100%**

## PROCEDURES

The Board of Commissioners must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest. A statement analyzing the reasonableness of the decision is also necessary.

## JUNE 26TH PLANNING BOARD MEETING

No one provided public comment during the Planning Board courtesy hearing. The board voted unanimously (7-0) to recommend approval as requested with no conditions based on the following statement:

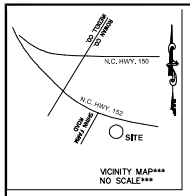
**Statement of Reasonableness and Consistency**

"SNIA 02-23 is consistent with the West Area Land Use Plan and reasonable / appropriate based on the following:

1) It allows the parcel to be used in a consistent manner with area parcels;
2) It will increase the tax base and job creation;
3) Request is less than maximum allowed; and
4) The request is from an existing Industrial park parcel as recommended in the plan.

## STAFF COMMENTS

This request meets all standards for approval.




VICINITY MAP***
NO SCALE***

PARCEL 230 046
NEW COVENANT PARTNERS VIII,LLC.
1312/369
ZONED IND

(BASE BEARING)
S10°11'00"W — 220.20'

MB. 9995 PG. 3999

LOT 8
PARCEL 230D055
1.29 AC.
(56,375 SQ.FT.)

PROPOSED
OFFICE/WAREHOUSE (12,000 SF. TOTAL)

PROPOSED OFFICE AREA
(2,000 SF.)

CONCRETE/WALK
50.FT = 11,381

CONCRETE
PARKING AREA

3 PARKING SPACES

3 PARKING SPACES
+ 1 HANDICAP

SEPTIC AREA

10' REAR SETBACK

15' SIDE SETBACK

50' FRONT SETBACK

SIDEWALK

LOT
56,375 sq. ft.
1.29 acres

LOT 7
PARCEL 230D056
RED HOLDINGS, LLC
1261/811
ZONED IND

BLDG

0.15 acres

LOT 9
PARCEL 230D054
BRENDA LAWS ELLIOTT
1181/879
ZONED IND

4
2,000 sq.ft.
0.05 acres

1,881 sq. ft.
0.04 acres

3

S79°51'13"E 262.35'

N79°49'00"W 218.65'

(TIE ONLY)
S11°44'02"W
420.09'

N11°51'04"E
142.51'

(CHORD BEARING)
N01°33'42"W
L=40.14'
R=405.00'

(CHORD BEARING)
N21°39'38"W
53.58'

(TIE ONLY)
S79°02'E
54.81'

37.0' RADIUS

EXISTING
PK NAIL

EDGE OF PAVEMENT

20' PAVEMENT

PITT ROAD
50' PUBLIC R/W

LEGEND
P.P. = POWER POLE
= POWER TRANS.
E.I.P. = EXISTING IRON FOUND
I.P.S. = #4 REBAR SET
R/W = RIGHT-OF-WAY
= LP = LIGHT POLE
CP = COMPUTED POINT

GRAPHIC SCALE
30 0 10 20 40 80
( IN FEET )
1 inch = 20 ft.

GENERAL NOTES:

1) THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.
2) ACREAGE COMPUTED BY THE COORDINATE METHOD.
3) DEED REF: 1259/221
4) TAX PIN #: 2300055
5) BOUNDARY INFORMATION PERFORMED BY DON ALLEN & ASSOC. PA
7) PROPOSED HEIGHT OF BLDG. IS 30 FEET.
8) ALL BUFFERING, SCREENING AND FENCING TO BE IN ACCORDANCE WITH ROWAN COUNTY.
9) SIGNS ARE TO BE PERMITTED SEPARATELY IN ACCORDINANCE WITH ROWAN CO.

WATER\SEWER

THIS SITE IS TO BE SERVED BY EXISTING WELL AND SEPTIC

WATERSHED DATA

PROPERTY IS LOCATED IN WS-II WATERSHED - YADKIN RIVER BASIN

FLOOD DATA

THE PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD AREA.
ZONE "X" FIRM MAP 3710468600K DATED: 6/16/2009

PROJECT SCHEDULE

Project planned to start September.

PROPOSED USE OF THE PROPERTY

OFFICE / WAREHOUSE

ZONING

IND

PROPOSED BUSINESS USE

RACE SHOP - 7 EMPLOYEES, BUSINESS HRS 7:00 AM- 5:00 PM

IMPERVIOUS CALCULATION

1) PARKING REQUIREMENTS
BLDG. = 12,000 SF
PARKING\DRIVE\SIDEWALK = 11,381 SF

TOTAL IMPERVIOUS = 23,381

PARKING DATA

1) PARKING REQUIREMENTS
PARKING REQUIRED IS 1 SPACE PER EMPLOYEE AT LARGEST SHIFT
7 EMPLOYEES AT LARGEST SHIFT = 7 SPACES REQUIRED

9 SPACES PROVIDED

SITE PLAN
OF
# LOT 8 PERFORMANCE PARK
371 PIT ROAD
PARCEL 230D055
ATWELL TWSP., ROWAN CO., N.C.
SCALE: 1" = 20'
DATE: AUGUST 5, 2021
REVISED: MARCH 21, 2022

DEVELOPER: PERFORMANCE PIT OAKRIDGE, LLC.
1359 CYPRESS PLACE
CHESAPEAKE, VA 23320

FILE: PERFORMANCE PARK 8.DWG

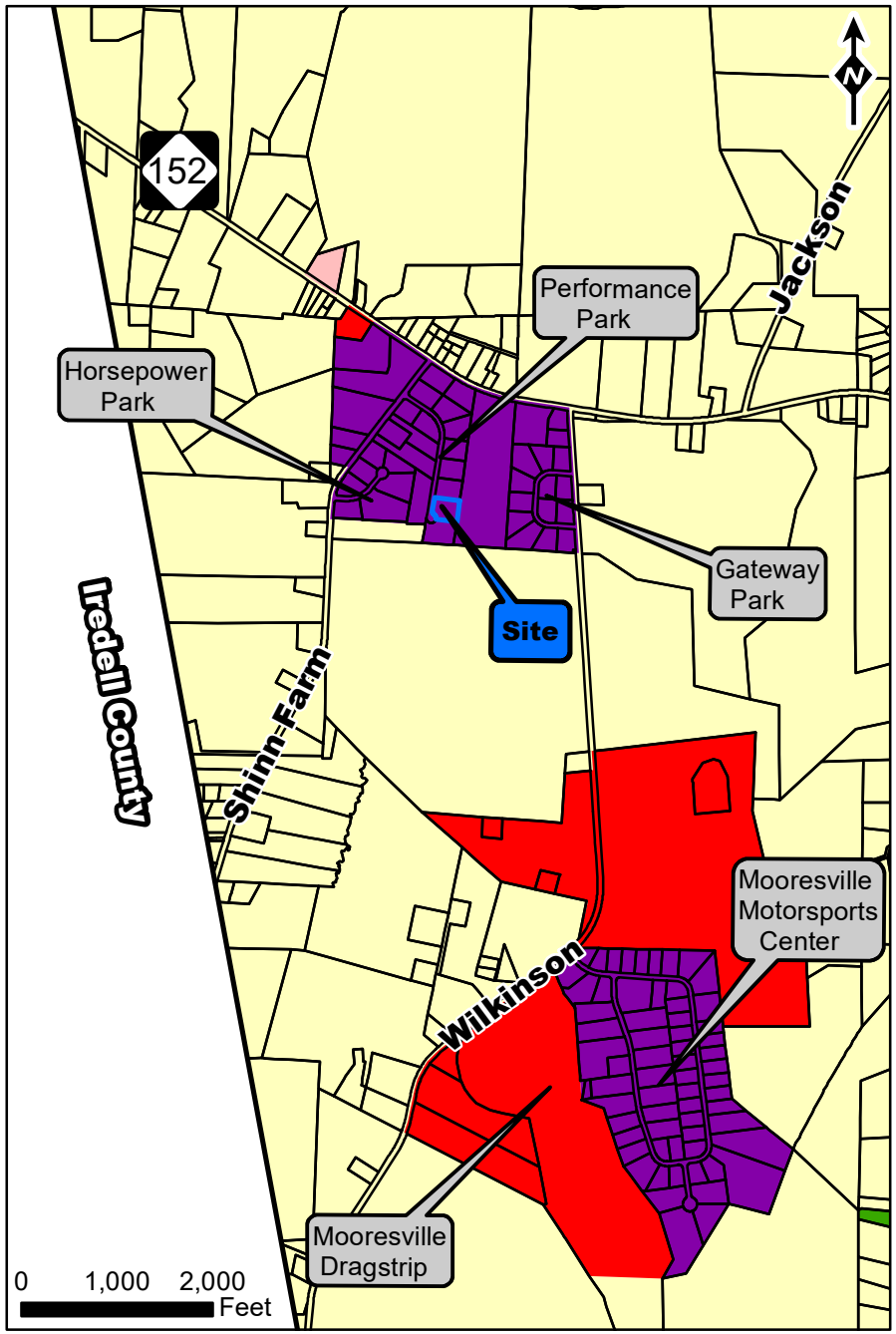
DAS
DON ALLEN & ASSOCIATES P.A.
"Since 1971"
Commercial * Residential * Mortgage Surveys * Multi-Family
Construction Staking * Subdivision Design * Topographical
131 Crosslake Park Drive - Suite 102 * Mooresville , N.C. 28117
(704) 664-7029 (704) 664-8041 Fax
donallensurvey@gmail.com

# SNIA 02-23: Performance Pit Oakridge LLC

RA NB IND
MHP CBI

Subject Parcel
Parcels
840 Address
Feb. / Mar. 22 Aerial

Prepared by Rowan County Planning & Development Department June 16, 2023






**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 02-23
Date Filed 5/8/23
Received By SAS
Amount Paid $500

**Office Use Only**

## SPECIAL NON-RESIDENTIAL INTENSITY ALLOCATION

OWNERSHIP INFORMATION:

Name: Performance Pit Oakridge LLC

Signature: By [signature] mgr.

Phone: 757-381-5211 Email: acct2@greenbrierplumbing.com

Address: 1359 Cypress Place
Chesapeake, VA 23320

APPLICANT / AGENT INFORMATION:

Name: Performance Pit Oakridge LLC

Signature: [signature] mgr.

Phone: 757-381-5211 Email: acct2@greenbrierplumbing.com

Address: 1359 Cypress Place
Chesapeake, VA 23320

PROPERTY DETAILS:

Tax Parcel: 230 D 055 Zoning District: IND

Location: 371 Pit Road, Lot 8 Performance Park, PB 9995 PG 3999

Size (sq. ft. or acres): 1.29 Acres Watershed: WS-II BW

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:

Proposed use: Office(2000sf) and Warehouse(10000sf) space with adjacent parking lot.

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 0 sq.ft Proposed 11,381 sq.ft

Remaining Undeveloped Area: 32,994 sq.ft. 58.53 % 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

4-27-2023
Date of Application

**OFFICIAL USE ONLY**

1. Signature of Coordinator: _____ 2. Board of Commissioners Meeting: ___/___/___ 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.

✓ 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.

N/A 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. | 1.29 AC | Other coverage | 11,381 |
| Allowable coverage by right | 6,743 | Total coverage | 23,381 |
| Allowable coverage with 70% | 39,334 | Undisturbed acreage | 32,811 |
| Existing coverage | 0 | Watershed acres | 11,947 |
| Pre-1994 coverage | 0 | Acres approved for SNIA | 163.72 |
| Building size | 12,000 | Percentage Removed | 1.37% |

Checked By: _____ Date: 6/8/23

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:**

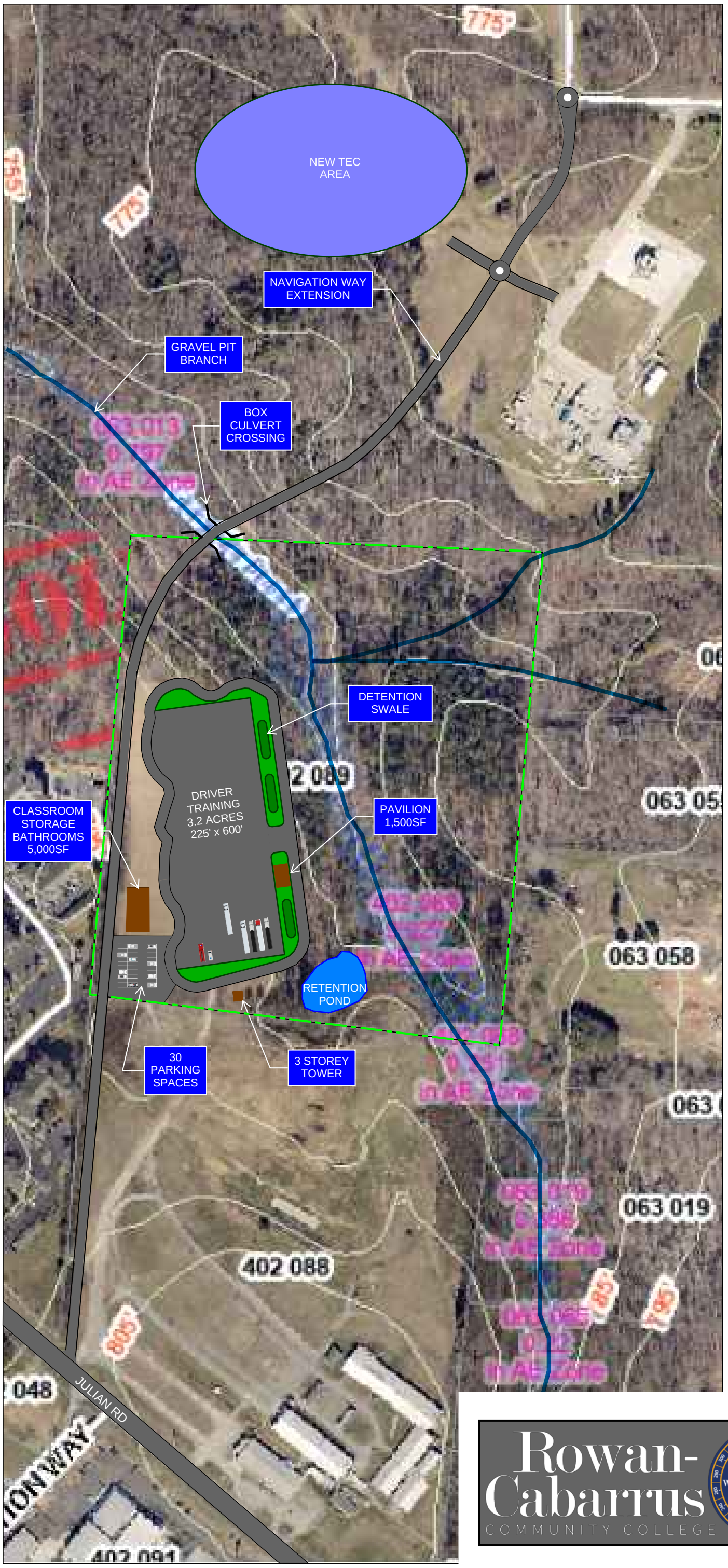
**FROM:** Pat Ivey, NCDOT
**DATE:** 7/17/23
**SUBJECT:** Resolution of Support - Access Road for Driver Training Range at RCCC

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RCCC is requesting $600,000 in state funds from the House and the Senate to construct an access road to the proposed truck driver training center off Julian Road. Since the request exceeds $250,000, NCDOT requires a resolution of support from the County Commissioners.

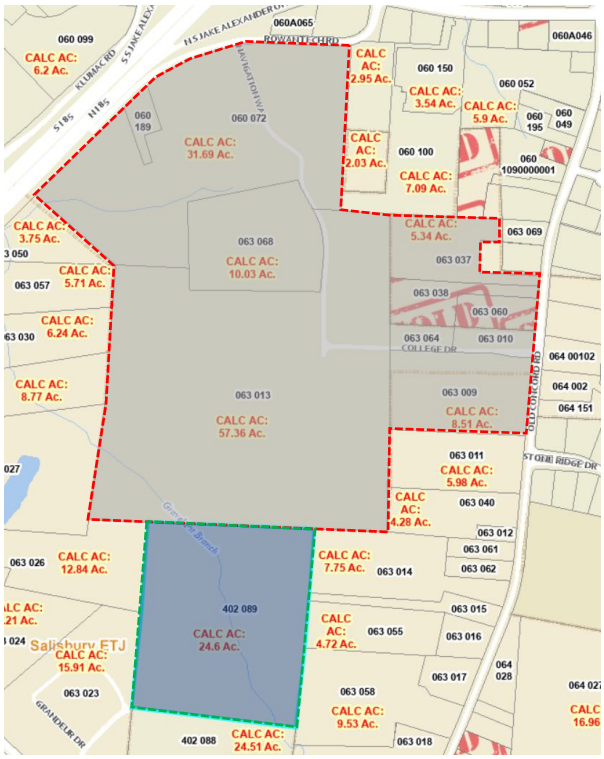
**ATTACHMENTS:**

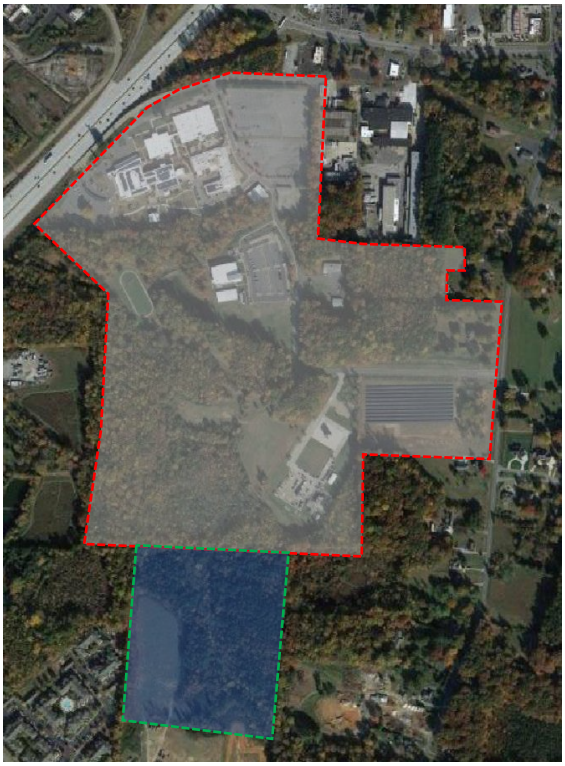
| Description | Upload Date | Type |
|---|---|---|
| Driver Training Range Concept | 6/30/2023 | Cover Memo |
| North Campus Property | 6/30/2023 | Cover Memo |
| Rowan-Cabarrus North Campus Driver Training Range Concept | 6/30/2023 | Cover Memo |
| Resolution of Support | 6/30/2023 | Cover Memo |




Rowan-Cabarrus COMMUNITY COLLEGE

Rowan-Cabarrus COMMUNITY COLLEGE



Rowan County Property Adjacent to North Campus

| | |
|---|---|
| Parcel IC: | 402 089 |
| PIN: | 5658-02-98-9152 |
| Deeded AC: | 24.59 |
| Calc. AC: | 24.6 |
| TMV: | $444,784 |

**North Campus Driver Training Range**

Rowan-Cabarrus Community College serves over 20,000 students per year and is dedicated to preparing students for high-tech, high-wage careers. Currently, the College has a critical project request that does not have funding sources available. This project will allow the College to continue to support the workforce development needs that have been increased by the extraordinary economic growth that Rowan County is currently experiencing, particularly as the new spec buildings are finished and filled with new and expanding industry. Additionally, the driver training range will support critical training for public service personnel including firefighters, law enforcement and emergency medical services.

The project costs have been updated to reflect the cost escalation that is being experienced across the nation and once complete will position Rowan County better compete for economic development site selections and ultimately, to better serve the people of Rowan County.

Thank you for your attention to the College's highest priority capital need. For further information, please contact Rowan-Cabarrus Community College President Dr. Carol Spalding by email at carol.spalding@rccc.edu or by phone at 704-216-3450.

**North Campus Driver Training Range ($12,000,000)**

The College's truck driver training program began in 2016 and has been incredibly successful with over 340 graduates. Graduates of the program are typically hired immediately after graduation with an average salary of over $60,000 per year. Currently, the College partners with a sister community college to provide the training and is using a temporary training location at the West End Plaza thanks to the support of the Rowan County Commission. Since the College does not have a driving training range, we are unable to serve all of the students who are interested in the program. As a result, we need a permanent driving pad to support this program and are requesting $12 million to construct phase one of a truck driver training range adjacent to the North Campus.

With our own program, we could run a minimum of five classes per year and currently, there are over 200 people on the waiting list for the class. Tuition is currently $1,999 for the class, however with the amount of state and local scholarships available, students do not have to pay out of pocket.

**Capital Needs**

We anticipate that the land for this project will be donated by Rowan County and the requested $12 million in funding will support:

- 3.2-acre driver training pad
- 1/3 mile long track to support Firefighting, Law Enforcement, Emergency Medical, and Commercial Truck vehicle operator training programs
- 5,000 sf masonry, modular Multipurpose Building housing 2 classrooms, administrative offices, storage, and restrooms
- Three-story Observation Tower
- Outdoor Training Pavilion (with 2 restrooms and a small storage area).
- 3,600-foot-long extension of Navigation Way is included, linking the facility to the campus and to Julian Road. This roadway includes one stream crossing and a traffic circle at the intersection of Navigation Way and College Drive.
- Five tractor/trailer combination vehicles with supporting equipment is included in this estimate.

**Timeline**

It is anticipated that the project would take 9 months to design, and an additional 8 months to construct it.

**Proposed Project Budget**

| | |
|---|---|
| 3.2 Acre Driver Training Pad<br>*(includes stormwater piping and retention, fencing, and lighting)* | $5,300,000 |
| 1/3 Mile Track for Advanced Law Enforcement Driver Training<br>*(includes additional lighting and retention)* | $500,000 |
| 3,600 ft Roadway Extension | $3,500,000 |
| 5,000 sq/ft Multi-Purpose Building | $ 1,500,000 |
| Outdoor TrainingPavilion | $500,000 |
| Three Story Observation Tower | $200,000 |
| Five Tractor/TrailerVehicles | $500,000 |
| **TOTAL** | **$12,000,000** |

**We anticipate that the land for the driver training pad will be* donated by Rowan County.

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

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

**Rowan County Board of Commissioners**
130 West Innes Street · Salisbury, NC 28144
Telephone 704-216-8181 · Fax 704-216-8195

# RESOLUTION SUPPORTING THE INSTALLATION OF AN ACCESS ROAD FOR THE DRIVER TRAINING RANGE AT ROWAN-CABARRUS COMMUNITY COLLEGE

***WHEREAS,*** the North Carolina Department of Transportation (NCDOT) has requested a resolution of support from Rowan County endorsing the installation of an access road for the Driver Training Range at Rowan-Cabarrus Community College; *and*

***WHEREAS,*** the access road would reach approximately 1100 feet to Julian Road (State Road 2528) at an estimated cost of $600,000, and Rowan County will acquire the right-of-way for the project; *and*

***WHEREAS,*** Secretary of Transportation Eric Boyette has agreed to support the project with $200,000 in statewide contingency funds and Dr. Carol Spalding from Rowan-Cabarrus Community College is making a request from the North Carolina House of Representatives and Senate to support the project using $200,000 each in statewide contingency funds to complete the required funding for the project.

***NOW, THEREFORE,*** be it resolved that the Board of Commissioners of Rowan County, North Carolina, supports the request of the North Carolina Department of Transportation to install an access road for the Driver Training Range at Rowan-Cabarrus Community College.

Adopted this 17th day of July, 2023.

_____
Gregory C. Edds, Chairman
Rowan County Board of Commissioners

_____
Sarah Pack, NCCCC
Rowan County 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:** | Jody Farrow-Bennett; Purchasing Director & Don Bringle; Parks & Recreation Director |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Award Facilities Generator to AGS Contracting LLC. |

---

Rowan County worked with Sam Collins and received proposals to install a generator at the Facilities Services building. Four responses were received. The County would like to award the bid to AGS Contracting LLC, who submitted the lowest total base bid in the amount of $269,200.00.

The funding is included in a BA for approval throught Finance.

Attached are the bid tab form, proposal from AGS Contracting LLC, and the unsigned contract.

Board of Commissioners to award the bid to AGS Contracting LLC., and authorize the County Manager to approve the contract with AGS Contracting LLC. in the amount of $269,200.00.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Bid Tab | 7/3/2023 | Cover Memo |
| Bid Documents | 7/3/2023 | Cover Memo |
| Contract | 7/3/2023 | Cover Memo |

**ITB 2023-023(a)**

5/10/2023 15:00

Facilities Generator

| Vendor | Signature | Licensed General Contractor | Licensed Electrical Contractor | Verified License | Addendum 1 | Labor | Materials | 5% Contingency | Other | Total | Verify 5% Contingency |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Tri-Electric, Inc.** | Yes | | 12804-U | Unlimited/Active | Yes | $18,175.00 | $238,800.00 | $12,849.00 | $0.00 | $269,824.00 | $12,848.75 |
| **Liles Construction** | Yes | 26158 | | Unlimited/Active | Yes | $0.00 | $0.00 | $14,325.00 | $0.00 | $343,989.00 | $0.00 |
| **Tim Schenk Electric** | Yes | | 10706-L | Not Valid | Yes | $21,486.00 | $257,034.00 | $13,997.50 | $1,430.00 | $293,947.50 | $13,997.50 |
| **AGS Contracting LLC.** | Yes | 80123 | U.31001 | Unlimited/Active | Yes | $61,000.00 | $174,000.00 | $13,460.00 | $20,740.00 | $269,200.00 | $12,787.00 |
| | | | | | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | |

**Bid Opening Attendees**

| | |
|---|---|
| Jody Farrow-Bennett | RoCo Purchasing |
| Michelle Doyle | RoCo Purchasing |
| Don Bringle | Facillities |
| Misty Campbell | Tim Shank Electric |
| Steve Keppley | AGS Contracting |

I hereby certify that this is a true tabulation of the bids received. 5/10/2023

J. M. Farrow-Bennett

Jody Farrow-Bennett, Purchasing Director

**BIDDER INFORMATION SHEET**

1. COMPANY NAME AGS Contracting LLC
2. OWNER OF COMPANY Angie Kepley
3. NUMBER OF YEARS IN BUSINESS 5
4. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS 11
5. WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARED THE CONTRACT.

   CONTACT Angie Kepley

   TELEPHONE 704 2029246

   EMAIL Kepleyangie@gmail.com

6. PLEASE LIST TWO (2) REFERENCES OF BUSINESSES (NOT HOMES) FOR WHICH YOU HAVE PROVIDED THIS KIND OF SERVICES. PREFER ONE FROM A MUNICIPALITY, COUNTY GOVERNMENT OR PUBLIC AGANCY, SUCH AS SOIL AND WATER CONSERVATION.

**REFERENCE NO. 1**

NAME & TITLE: NC Port BackUp Power 3 generators / Justin Marsh
AGENCY: NC Port
ADDRESS: 110 Arendell St Morehead City NC
TELEPHONE: 910 746 6470
NATURE OF ASSOCIATION: State Bid Vendor
EMAIL: justin.marsh@ncports.com

**REFERENCE NO. 2**

NAME & TITLE: Dee Smith Head of Construction
AGENCY: Raleigh Police Dept
ADDRESS: Green's Dairy Rd Raleigh
TELEPHONE: 919 996 3719
NATURE OF ASSOCIATION: Vendor
EMAIL: deedra.smith@raleighnc.gov

**BID RESPONSE FORM**

The undersigned proposes and agrees that if this bid is accepted to contract with Rowan County, North Carolina for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Bids documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of Rowan County, North Carolina for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the bid certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged: Addendum No. 1 dated 5/5/23
Addendum No. _____ dated _____

Warranty: 2 year
Proposed days to Complete: generator lead time +90days (Generator 32 to 40 weeks)
Proposed Start Date: as soonas the generator is available

AGS Contracting LLC
COMPANY NAME

82-5358063
FEDERAL ID#

80123 431001
CONTRACTOR LICENSE ID#

307 Market St | PO Box 1252 | Rockwell | NC | 28138
STREET ADDRESS | PO BOX | CITY | STATE | ZIP

704 202 8628
TELEPHONE #

N/A
FAX #

Angie Kepley
SIGNATURE

Angie Kepley
SIGNATORY'S NAME (printed)

President
SIGNATORY'S TITLE (printed)

BID COST SUMMARY

| | |
|---|---|
| Labor | $ 61,000.00 |
| Materials | $ 174,000.00 |
| 5% Contingency | $ 13,460.00 |
| All Others | $ 20,740.00 |

**BID Total – The undersigned proposes to perform all work for the sum of:** $ 269,200.00

*Sum quoted includes all applicable taxes, bonds, permits, licenses, insurance cost, if any, and all other cost incidental to the resultant contract.

# SG275 | 14.2L | 275 kW

## INDUSTRIAL SPARK-IGNITED GENERATOR SET

EPA Certified Stationary Emergency and Non-Emergency

GENERAC | INDUSTRIAL POWER

**DEMAND RESPONSE READY**

**Standby Power Rating**
275 kW, 344 kVA, 60 Hz

**Demand Response Rating**
275 kW, 344 kVA, 60 Hz

**Prime Power Rating**
248 kW, 309 kVA, 60 Hz

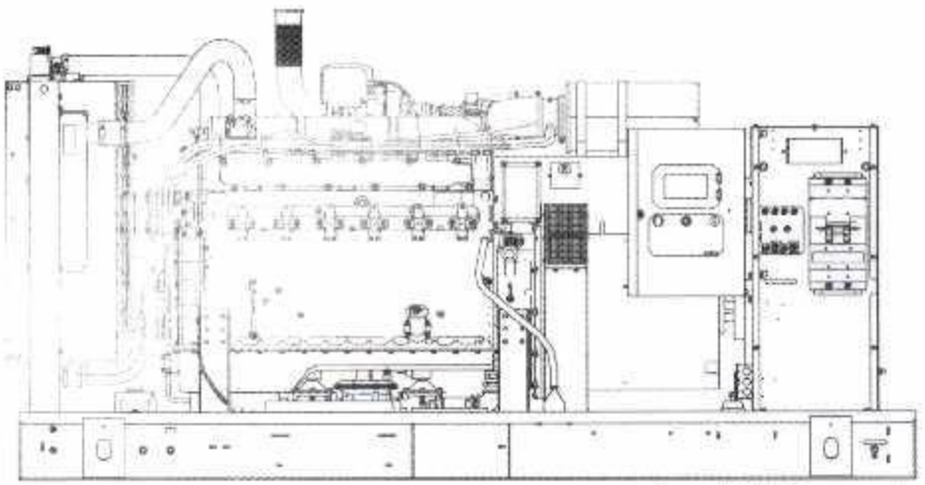


Image used for illustration purposes only

## Codes and Standards

**Not all codes and standards apply to all configurations. Contact factory for details.**

UL2200, UL6200, UL1236, UL489

CSA C22.2

BS5514 and DIN 6271

SAE J1349

NFPA 37, 70, 99, 110

NEC700, 701, 702, 708

ISO 3046, 7637, 8528, 9001

NEMA ICS10, MG1, 250, ICS6, AB1

ANSI C62.41

IBC 2009, CBC 2010, IBC 2012, ASCE 7-05, ASCE 7-10, ICC-ES AC-156 (2012)

## Powering Ahead

Generac ensures superior quality by designing and manufacturing most of its generator components, such as alternators, enclosures, control systems and communications software. Generac also makes its own spark-ignited engines, and you'll find them on every Generac gaseous-fueled generator. We engineer and manufacture them from the block up — all at our facilities throughout Wisconsin. Applying natural gas and LP-fueled engines to generators requires advanced engineering expertise to ensure reliability, durability and necessary performance. By designing specifically for these dry, hotter-burning fuels, the engines last longer and require less maintenance. Building our own engines also means we control every step of the supply chain and delivery process, so you benefit from single-source responsibility.

Plus, Generac Industrial Power's distribution network provides all parts and service so you don't have to deal with third-party suppliers. It all leads to a positive owner experience and higher confidence level. Generac spark-ignited engines give you more options in commercial and industrial generator applications as well as extended run time from utility-supplied natural gas.

# SG275 | 14.2L | 275 kW

## INDUSTRIAL SPARK-IGNITED GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

## STANDARD FEATURES

**DEMAND RESPONSE READY**

### ENGINE SYSTEM

- Oil Drain Extension
- Air Cleaner
- Fan Guard (Open Sets Only)
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil and Coolant
- Radiator Duct Adapter (Open Set Only)
- Critical Silencer (Enclosed Units Only)
- Oil Temperature Indication and Alarm

### Fuel System

- NPT Fuel Connection on Frame
- Primary and Secondary Fuel Shutoff

### Cooling System

- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- 50/50 Ethylene Glycol Antifreeze
- Radiator Drain Extension

### Electrical System

- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

### ALTERNATOR SYSTEM

- UL2200 GENprotect™
- Class H Insulation Material
- 2/3 Pitch
- Skewed Stator
- Permanent Magnet Excitation
- Sealed Bearing
- Amortisseur Winding
- Full Load Capacity Alternator

### GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby and Demand Response Rated Units)
- 1 Year Limited Warranty (Prime Rated Units)
- Silencer Mounted in the Discharge Hood (Enclosed Units Only)
- Ready to Accept Full Load in <10 Seconds

### ENCLOSURE (If Selected)

- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuated Enclosures)
- Gasketed Doors
- Upward Facing Discharge Hood (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- RhinoCoat™ - Textured Polyester Powder Coat

### CONTROL SYSTEM



### Power Zone® Pro Sync Controller

#### Program Functions

- NFPA 110 Level 1 Compliant
- Engine Protective Functions
- Alternator Protective Functions
- Digital Engine Governor Control
- Digital Voltage Regulator
- Multiple Programmable Inputs and Outputs
- Remote Display Capability
- Remote Communication via Modbus® RTU, Modbus TCP/IP, and Ethernet 10/100
- Alarm and Event Logging with Real Time Stamping
- Expandable Analog and Digital Inputs and Outputs
- Remote Wireless Software Update Capable
- Wi-Fi®, Bluetooth®, BMS and Remote Telemetry
- Built-In Programmable Logic Eliminates the Need for External Controllers Under Most Conditions
- Ethernet Based Communications Between Generators
- Programmable I/O Channel Properties
- Built-In Diagnostics

#### Protections

- Low Oil Pressure
- Low Coolant Level
- High/Low Coolant Temperature
- Sensor Failure
- Oil Temperature
- Over/Under Speed
- Over/Under Voltage
- Over/Under Frequency
- Over/Under Current
- Over Load
- High/Low Battery Voltage
- Battery Charger Current
- Phase to Phase and Phase to Neutral Short Circuits ($I^2T$ Algorithm)

#### 7 Inch Color Touch Screen Display

- Resistive Color Touch Screen
- Sunlight Readable (1400 NITS)
- Easily Identifiable Icons
- Multi-Lingual
- On Screen Editable Parameters
- Key Function Monitoring
- Three Phase Voltage, Amperage, kW, kVA, and kVAr
- Selectable Line to Line or Line to Neutral Measurements
- Frequency
- Engine Speed
- Engine Coolant Temperature
- Engine Oil Pressure
- Engine Oil Temperature
- Battery Voltage
- Hourmeter
- Warning and Alarm Indication
- Diagnostics
- Maintenance Events/Information

# SG275 | 14.2L | 275 kW

## INDUSTRIAL SPARK-IGNITED GENERATOR SET

EPA Certified Stationary Emergency and Non-Emergency

GENERAC | INDUSTRIAL POWER

## CONFIGURABLE OPTIONS

**DEMAND RESPONSE READY**

### ENGINE SYSTEM

- Engine Coolant Heater
- Baseframe Cover/Rodent Guard
- 2 Stage Air Cleaner
- Oil Heater
- Air Filter Restriction Indicator
- Radiator Stone Guard (Open Set Only)
- Level 1 Fan and Belt Guards (Enclosed Units Only)

### FUEL SYSTEM

- NPT Flexible Fuel Line

### ELECTRICAL SYSTEM

- 10A UL Listed Battery Charger
- Battery Warmer

### ALTERNATOR SYSTEM

- Alternator Upsizing
- Anti-Condensation Heater
- Tropical Coating

### CIRCUIT BREAKER OPTIONS

- Main Line Circuit Breaker
- 2nd Main Line Circuit Breaker
- Shunt Trip and Auxiliary Contact
- Electronic Trip Breakers

### GENERATOR SET

- Demand Response Rating
- Extended Factory Testing (3-Phase Only)
- 12 Position Load Center
- Vapor Recovery Heater

### ENCLOSURE

- Weather Protected Enclosure
- Level 1 Sound Attenuated
- Level 2 Sound Attenuated
- Level 2 Sound Attenuated with Motorized Dampers
- Level 3 Sound Attenuated (Steel Only)
- Steel Enclosure
- Aluminum Enclosure
- Up to 200 MPH Wind Load Rating (Contact Factory for Availability)
- AC/DC Enclosure Lighting Kit
- Enclosure Heaters (with Motorized Dampers Only)
- IBC Certification
- Door Open Alarm Switch

### CONTROL SYSTEM

- NFPA 110 Level 1 Compliant 21-Light Remote Annunciator
- Remote Relay Assembly (8 or 16)
- Remote E-Stop (Break Glass-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Flush Mount)
- 10A Engine Run Relay
- Ground Fault Annunciator
- 100 dB Alarm Horn
- Damper Alarm Contacts (with Motorized Dampers Only)
- 120V GFCI and 240V Outlets

### WARRANTY (Standby Gensets Only)

- 2 Year Extended Limited Warranty
- 5 Year Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

## ENGINEERED OPTIONS

### ENGINE SYSTEM

- Fluid Containment Pans

### CONTROL SYSTEM

- Battery Disconnect Switch

### ALTERNATOR SYSTEM

- 3rd Main Line Circuit Breaker
- 4th Breaker System

### GENERATOR SET

- Special Testing
- Battery Box

# SG275 | 14.2L | 275 kW

## INDUSTRIAL SPARK-IGNITED GENERATOR SET

EPA Certified Stationary Emergency and Non-Emergency

GENERAC | INDUSTRIAL POWER

## APPLICATION AND ENGINEERING DATA

**DEMAND RESPONSE READY**

## ENGINE SPECIFICATIONS

### General

| | |
|---|---|
| Make | Generac |
| Cylinder # | 6 |
| Type | In-line |
| Displacement - $in^3$ (L) | 864.71 (14.2) |
| Bore - in (mm) | 5.31 (135) |
| Stroke - in (mm) | 6.50 (165) |
| Compression Ratio | |
| Intake Air Method | |
| Number of Main Bearings | |
| Connecting Rods | |
| Cylinder Head | Cast Iron (Each) |
| Cylinder Liners | Ductile Iron |
| Ignition | Electronic |
| Piston Type | Aluminum |
| Crankshaft Type | Ductile Iron |
| Lifter Type | Solid |
| Intake Valve Material | Special Heat-Resistant Steel |
| Exhaust Valve Material | High Temp Steel Alloy |
| Hardened Valve Seats | High Temp Steel Alloy |

### Engine Governing

| | |
|---|---|
| Governor | Electronic |
| Frequency Regulation (Steady State) | ±0.25% |

### Lubrication System

| | |
|---|---|
| Oil Pump Type | Gear |
| Oil Filter Type | Full-Flow with Cartridge |
| Crankcase Capacity - qt (L) | 14.5 (13.7) |

### Cooling System

| | |
|---|---|
| Cooling System Type | Pressurized Closed Recovery |
| Fan Type | Pusher |
| Fan Speed - RPM | 1,894 |
| Fan Diameter - in (mm) | 34 (864) |

### Fuel System

| | |
|---|---|
| Fuel Type | Natural Gas |
| Carburetor | Down Draft |
| Secondary Fuel Regulator | Standard |
| Fuel Shut Off Solenoid | Standard |
| Operating Fuel Pressure - in $H_2O$ (kPa) | 7 - 11 (1.7 - 2.7) |

### Engine Electrical System

| | |
|---|---|
| System Voltage | 24 VDC |
| Battery Charger Alternator | 57.5 A |
| Battery Size | See Battery Index 0161970SBY |
| Battery Voltage | 24 VDC |
| Ground Polarity | Negative |

## ALTERNATOR SPECIFICATIONS

| | |
|---|---|
| Standard Model | K0300124Y21 |
| Poles | 4 |
| Field Type | Revolving |
| Insulation Class - Rotor | H |
| Insulation Class - Stator | H |
| Total Harmonic Distortion | <5% (3-Phase) |
| Telephone Interference Factor (TIF) | <50 |
| Standard Excitation | Permanent Magnet |
| Bearings | Sealed Ball |
| Coupling | Direct via Flexible Disc |
| Prototype Short Circuit Test | Yes |
| Voltage Regulator Type | Full Digital |
| Number of Sensed Phases | All |
| Regulation Accuracy (Steady State) | ±0.25% |

# SG275 | 14.2L | 275 kW

INDUSTRIAL SPARK-IGNITED GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

## OPERATING DATA

**DEMAND RESPONSE READY**

### POWER RATINGS - NATURAL GAS

| | Standby/Demand Response | | Prime | |
|---|---|---|---|---|
| Three-Phase 120/208 VAC @0.8pf | 275 kW/343.8 kVA | Amps: 955 | 248 kW/309.4 kVA | Amps: 860 |
| Three-Phase 120/240 VAC @0.8pf | 275 kW/343.8 kVA | Amps: 828 | 248 kW/309.4 kVA | Amps: 745 |
| Three-Phase 277/480 VAC @0.8pf | 275 kW/343.8 kVA | Amps: 414 | 248 kW/309.4 kVA | Amps: 373 |
| Three-Phase 346/600 VAC @0.8pf | 275 kW/343.8 kVA | Amps: 331 | 248 kW/309.4 kVA | Amps: 298 |

### MOTOR STARTING CAPABILITIES (skVA)

| skVA vs. Voltage Dip | | | |
|---|---|---|---|
| 277/480 VAC | 30% | 277/480 VAC | 30% |
| K0300124Y21 | 790 | K0300124Y21* | 605 |

### FUEL CONSUMPTION RATES*

| Natural Gas – scfh (m³/hr) | | |
|---|---|---|
| Percent Load | Standby/Demand Response | Prime |
| 75% | 1,230 (59.6) | 1,020 (28.9) |
| 100% | 1,930 (54.6) | 1,620 (45.9) |
| [illegible] | [illegible] (75.8) | 2,400 (68.0) |
| [illegible] | 3,540 (91.7) | 3,000 (84.9) |

* Fuel supply installation must accommodate fuel consumption rates at 100% load.

### COOLING

| | | Standby/Demand Response | Prime |
|---|---|---|---|
| Air Flow (Fan Air Flow Across Radiator) | scfm (m³/min) | 15,946 (452) | 15,946 (452) |
| Coolant Flow | gpm (Lpm) | 90 (340.7) | 90 (340.7) |
| Coolant System Capacity | gal (L) | 15 (54.9) | 15 (54.9) |
| Maximum Operating Ambient Temperature | °F (°C) | 122 (50) | 122 (50) |
| Maximum Operating Ambient Temperature (Before Derate) | | See Bulletin No. 0199270SSD | |
| Maximum Radiator Backpressure | in $H_2O$ (kPa) | 0.5 (0.12) | 0.5 (0.12) |

### COMBUSTION AIR REQUIREMENTS

| | Standby/Demand Response | Prime |
|---|---|---|
| Flow at Rated Power - scfm (m³/min) | 518 (14.6) | 480 (13.6) |

### ENGINE

| | | Standby/Demand Response | Prime |
|---|---|---|---|
| Rated Engine Speed | rpm | [illegible] | [illegible] |
| Horsepower at Rated kW** | hp | [illegible] | [illegible] |
| Piston Speed | ft/min (m/min) | [illegible] | [illegible] |
| BMEP | psi (kPa) | 208 (1,433) | 187 (1,292) |

### EXHAUST

| | | Standby/Demand Response | Prime |
|---|---|---|---|
| Exhaust Flow (Rated Output) | scfm (m³/min) | 1,985 (56) | 1,670 (47) |
| Max. Backpressure (Post Silencer) | inHg (kPa) | 0.75 (2.54) | 0.75 (2.54) |
| Exhaust Temp (Rated Output - Post Silencer) | °F (°C) | 1,385 (752) | 1,355 (735) |

** Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.
Please contact a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, and DIN6271 standards.
Standby - See Bulletin 0187500SSB
Demand Response - See Bulletin 10000018250
Prime - See Bulletin 0187510SSB

# SG275 | 14.2L | 275 kW

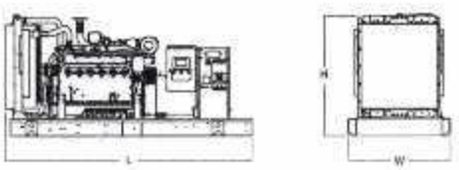
## INDUSTRIAL SPARK-IGNITED GENERATOR SET

EPA Certified Stationary Emergency and Non-Emergency

GENERAC | INDUSTRIAL POWER

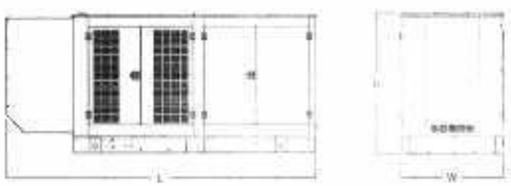
### DIMENSIONS AND WEIGHTS*

### DEMAND RESPONSE READY



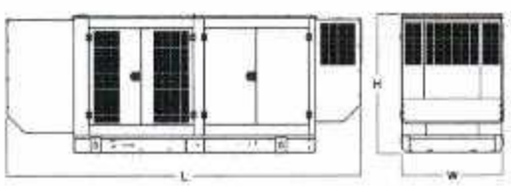

**OPEN SET (Includes Exhaust Flex)**

| | |
|---|---|
| L x W x H - in (mm) | 136.0 (3,454) x 57.1 (1,450) x 67.9 (1,725) |
| Weight - lbs (kg) | 6,206 - 6,587 (2,813 - 2,987) |



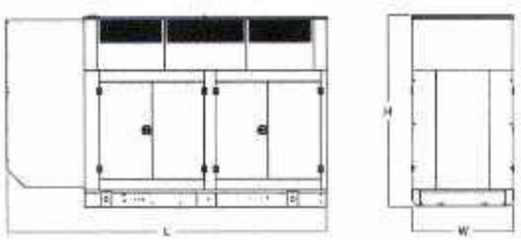

**WEATHER PROTECTED ENCLOSURE**

| | |
|---|---|
| L x W x H - in (mm) | 174.7 (4,437) x 57.5 (1,461) x 77.8 (1,976) |
| Weight - lbs (kg) | Steel: 7,535 - 7,919 (3,417 - 3,591)<br>Aluminum: 6,978 - 7,369 (3,165 - 3,337) |



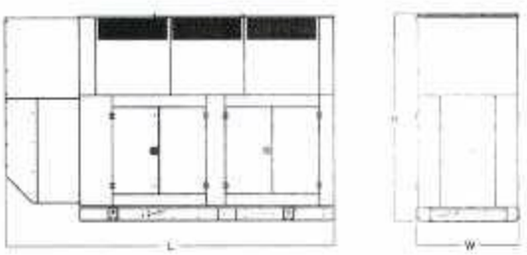

**LEVEL 1 SOUND ATTENUATED ENCLOSURE**

| | |
|---|---|
| L x W x H - in (mm) | 200.2 (5,085) x 57.5 (1,461) x 77.8 (1,976) |
| Weight - lbs (kg) | Steel: 7,770 - 8,273 (3,524 - 3,752)<br>Aluminum: 7,176 - 7,625 (3,254 - 3,458) |




**LEVEL 2 SOUND ATTENUATED ENCLOSURE**

| | |
|---|---|
| L x W x H - in (mm) | 180.6 (4,587) x 57.5 (1,461) x 111.3 (2,827) |
| Weight - lbs (kg) | Steel: 8,804 - 9,188 (3,993 - 4,167)<br>Aluminum: 7,423 - 7,670 (3,366 - 3,569) |




**LEVEL 3 SOUND ATTENUATED ENCLOSURE**

| | |
|---|---|
| L x W x H - in (mm) | 207.3 (5,265) x 63.7 (1,618) x 128.9 (3,274) |
| Weight - lbs (kg) | 10,718 - 11,080 (4,861 - 5,025) |

* All measurements are approximate and for estimation purposes only.

| YOUR FACTORY RECOGNIZED GENERAC INDUSTRIAL DEALER |
|---|
| |

Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

North Carolina
Department of Administration
Office for Historically Underutilized Businesses

Pamela B. Cashwell
*Secretary*

Tammie Hall
*Director*

October 21, 2021

Angie Kepley
AGS Contracting LLC (Woman Owned)
Po Box 1252
Rockwell, NC 28138

Dear Angie Kepley:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a Historically Underutilized Business. Your firm is listed in the Statewide Uniform Certification (SWUC) Program database. This certification will remain in effect for four (4) years from the date of this letter.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes or reapply for certification in a timely manner may cause your HUB Certification to be revoked. In addition, please be advised your status may be changed if there is a 3rd party challenge granted against your firm. The link to the HUB Office 3rd party challenge form can be located at https://files.nc.gov/ncdoa/documents/ThirdpartyEligibilityChallengerev080811.pdf. All information submitted to the Office for Historically Underutilized Business is subject to audit and review.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE)Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at http://www.doa.nc.gov/hub/programs.aspx?pid=swuc to locate the local office near you. Another great resource is the Small Business and Technology Development Center at www.sbtdc.org for free personalized business assistance and counseling.

It is important to note that although your status as a certified HUB firm greatly improves your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program. We are committed to assisting you through the process with the completion of the Preliminary Business Development and Supportive Services Assessment Survey, located on the HUB Office website under the Certification Tab. The information will provide an overview of your company which will assist us in appropriately aligning contract opportunities that you are ready, willing and able to persue.

Thank you for your interest and participation in the SWUC Program as a Historically Underutilized Business firm with the State of North Carolina.

Sincerely,

***Tammie Hall***

Tammie Hall
Director

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/05/2023

**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: Kim Byrd | |
|---|---|---|
| Bailey Insurance Agency<br>13515 Cleveland Road<br>Garner NC 27529 | PHONE (A/C, No, Ext): (919)589-7580 FAX (A/C, No): (919)589-7579<br>E-MAIL ADDRESS: Kim@Bailey-Agency.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Erie Insurance Exchange | 26271 |
| INSURED<br>AGS CONTRACTING, LLC<br>PO BOX 1252<br>Rockwell NC 28138 | INSURER B: Erie Insurance Exchange | 26271 |
| | INSURER C: Erie Insurance Exchange | 26271 |
| | INSURER D: Erie Insurance Exchange | 26271 |
| | 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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER | | | Q48-0550908 | 12/05/2022 | 12/05/2023 | EACH OCCURRENCE | $ 1000000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1000000 |
| | | | | | | | MED EXP (Any one person) | $ 5000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1000000 |
| | | | | | | | GENERAL AGGREGATE | $ 2000000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2000000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY<br>[X] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY<br>[X] NON-OWNED AUTOS ONLY | | | Q12-0540066 | 12/05/2022 | 12/05/2023 | COMBINED SINGLE LIMIT (Ea accident) | $ 1000000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | [ ] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>DED RETENTION $ | | | Q36-0570343 | 12/05/2022 | 12/05/2023 | EACH OCCURRENCE | $ 1000000 |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N<br>N / A | | Q96-0500687 | 12/05/2022 | 12/05/2023 | [X] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1000000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1000000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1000000 |
| | Blanket Leased or Rented Mobile Equipment Coverage | | | | | | BL Limit<br>Coverage is effective up to 120 days | $500,000<br>$1,000 Deductible |

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

**CERTIFICATE HOLDER**

AGS Contracting, LLC
PO Box 1252
Rockwell NC 28138

Fax: Email:

**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
Kim Byrd

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# RE-BID REQUEST

# FOR

# ROWAN COUNTY

## Facilities Building Generator
## # 2023-023(a)

**ROWAN COUNTY**
130 West Innes Street
Salisbury, NC 28144
704-216-8178

jody.farrow-bennett@rowancountync.gov

Date Issued: Tuesday May 2, 2023

Date Due: Wednesday, May 10, 2023, at 3:00 PM ET

Administered By: Jody Farrow-Bennett, Purchasing Director

NOTICE TO CONTRACTORS

## REQUEST FOR BID

## FACILITIES BUILDING GENERATOR

Rowan County is requesting bids to provide the necessary materials, labor, equipment, and supervision to install a new generator at the Facilities building. All bids submitted must meet or exceed the time frame and the product/service specifications as outlined in this Request for Bid (RFB).

**Bids for the Rowan County Facilities Building Generator will be accepted until May 10, 2023, at 3:00 PM ET** at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Request documents may be obtained by contacting the Rowan County Purchasing Director or from the County website at:

Rowan County Purchasing Department
Attn: Jody Farrow-Bennett, Purchasing Director
130 West Innes Street, Suite 31
Salisbury, NC 28144
704-216-8178
jody.farrow-bennett@rowancountync.gov
https://www.rowancountync.gov/[illegible]/Purchasing

Submission of any bid signifies the Contractor's agreement that their bid and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between Rowan County and the successful Contractor. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

Rowan County will require proof of coverage as outlined in the requirements be submitted with all bids. Awarded vendor will be required to list Rowan County as an additional insured on coverage.

Once the RFB is public all questions related to the RFB shall be directed to the Purchasing Director. Any contact related to the RFB with County Staff and/or Board of Commissioners will be prohibited and cause for rejection.

Rowan County reserves the right to award and/or reject any and/or all bids and waive any technicalities or irregularities. For complete details, consult the consult the RFB.

This is the 2nd day of May 2023.

Rowan County

By: Jody Farrow-Bennett
Rowan County Director of Purchasing
and Contract Administration

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# 1. Section 1: Introduction & General Instructions

## 1.1. Intent of Request for Bids

The purpose and intent of this Request for Bid (RFB) is to contract out a complete project of purchasing/installing a generator system at the Rowan County Facilities building. The Bidder must be a licensed general contract in North Carolina. The following documents make up this Request for Bids:

a. This Document
b. Scope of Work
c. Bidder Information Sheet
d. Bid Response Form

## 1.2. Important Dates

| | |
|---|---|
| 1.2.1. Issue Date: | Tuesday, May 2, 2023 |
| 1.2.2. Deadline for written questions: | Friday, May 5, 2023, at 5:00 PM ET |
| 1.2.3. Deadline for Submitting Bids: | Wednesday, May 10, 2023, at 3:00 PM ET |

# 2. Section 2: Bid Submission

## 2.1. Submission of Bids

Bids must be presented on the Bid Response Form attached to the specifications in a sealed envelope and mailed or delivered to:

Rowan County Purchasing Department
Attn: Purchasing Department
130 West Innes Street, Suite 31
Salisbury, NC 28144

The package shall be sealed and plainly marked **"RFB 2023-023(a) Facilities Building Generator"**.

Bidders must submit one original sealed bid.

No responsibility shall be attached to Rowan County (the County) for the premature opening of any bid not properly addressed or identified.

This will be a public bid opening. Once bid is awarded all bidders will receive notification.

Sealed Bids are due on Wednesday, May 10, 2023, at 3:00 PM ET opening will be held in the J. Newton Cohen, Sr. Administration Building at 130 West Innes Street, Room 101, Salisbury, North Carolina. Failure to submit a Bid by this deadline will disqualify the Bidder from consideration in this project.

## 2.2. Request for Clarification

The County will not be bound by or be responsible for any interpretations or conclusions drawn from this RFB. All questions, requests for clarification, **Equal Alternative Request**, or additional information must be submitted in writing no later than 5:00 pm on Friday, May 5, 2023. These written questions or requests must be submitted to Jody Farrow-Bennett, Purchasing Director, by mail or e-mail. Any questions the County feels are pertinent to all interested bidders will be delivered to all participating bidders as an addendum to this RFB. All addendums will be posted on the County website https://www.rowancountync.gov/675/Purchasing and it is the responsibility of the Bidder to check for any addendums. The addenda for clarification will be posted by 5pm Monday, May 8, 2023.

If a substitution is being proposed, then the respondent must note the section to which the alternative is being proposed and provide technical data, supported by an engineer, supporting the fact that the substitute is equal to or better than the item as specified. If this data is not submitted by the deadline for approved equal request and approved; if a bid is then submitted in the bid response, then the response shall be rejected as being non-compliant. Respondent added narrative describing a substitution as being clarification, exceeding, being equal to, etc. will not be accepted. Statements such as these, with or without the technical data described in this section, will cause the response to be rejected as being noncompliant.

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFB, or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation, or conclusions of this RFB or any documents provided by the County, other than those given in writing by the County, through the issuance of an addenda. It is the full responsibility of the Bidder to thoroughly investigate the needs/requirements of the County not necessarily assumed in this RFB.

## 2.3. Errors and Omissions

The Bidder shall not take advantage of any errors or omissions in this RFB and shall promptly notify the County of any omissions or errors found in this document.

## 2.4. Signed Bid Considered an Offer

Receipt of a signed bid shall be considered an offer on the part of the Bidder. The terms, conditions, and specifications of this RFB will become part of the contract if the bid shall be deemed approved and accepted by the County. In the event of a default on the part of the Bidder after acceptance by the County, the County may take such action as it deems appropriate, including legal action for damages or specific performance.

## 2.5. Insurance Coverage

The Bidder shall not commence work under this contract until all insurance required under this section has been obtained. The Bidder shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the Bidder agrees that once awarded and during the term of this contract, the Bidder, at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Bidder shall provide and maintain the following coverage and limits:

### 2.5.1. WORKER'S COMPENSATION

Worker's compensation insurance as required by North Carolina law to cover all the Provider's employees engaged in any work under the Agreement. Workers' Compensation in the minimum amount of $500,000 employer's liability. A Certificate of Insurance shall be issued confirming the above coverage. The Certificate must include a clause obligating the Insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

### 2.5.2. COMPREHENSIVE GENERAL LIABILITY

The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than $500,000 per occurrence / $1,000,000 aggregate. This Certificate must also include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance and **name the County as an additional insured**.

This coverage must include:

1. Blanket contractual coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that the contractor is insured, and it must be signed by the insurance company, not the agent or broker.

2. Contractor's protective coverage for his subcontractors.

2.5.3. **COMPREHENSIVE AUTOMOBILE LIABILITY**

The Contractor shall maintain Comprehensive Automobile Liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be $1,000,000 for bodily injury and property damage; and $1,000,000 uninsured/underinsured motorist coverage. A Certificate of Insurance shall be issued confirming this coverage. The Certificate must include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance. Any exceptions must be agreed upon by the County.

### 2.6. Conflict of Interest

All Bidders must disclose in writing with their bid the name of any owner, officer, director, or agent who is also an employee of the County. All Bidders must also disclose in writing with their bid the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or subsidiaries. By submitting a bid, the Bidder certifies that there is no relationship between the Bidder and any person or entity which is, or gives the appearance of, a conflict of interest related to this RFB or project.

## 3. Section 3: Evaluation of Bids

### 3.1. Award Criteria

The County will award based on the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

### 3.2. Liquidated Damages

Liquidated Damages shall be assessed and levied against each Prime Contractor not attaining substantial completion of the contractual work in the amount of time indicated in their response. The damage amount applicable to each Contractor shall be as listed below and shall begin the day following the scheduled date of substantial completion (plus any written, approved extensions) and continue until final acceptance is obtained.

Each day following the intended substantial completion date for work not found substantially complete will be subject to damage assessment at the following rate:

$150.00 per calendar day

### 3.3. Pricing

Submission of any bid signifies the Bidder's agreement that its bid and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County and the successful Bidder. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

### 3.4. Required Information

The following information must be included in the bid:

3.4.1. Applicable licensure with North Carolina. (Bidder Information Sheet)
3.4.2. Warranty on above goods and services. (Bid Response Form)
3.4.3. Bids to be in the form of a proposed contract signed by the bidder. (Bid Response Form)
3.4.4. Include Cost plus 5% Contingency. (Bid Response Form)
3.4.5. Proposed days to complete (Bid Response Form)

## 4. Section 4: Agreement & General Conditions

### 4.1. Timeline to Execute Contract

As time is of the essence, the Bidder is required to begin and/or commence the work to be performed under this contract within the time specified on the Bid Form. Failure by the Bidder to begin and/or complete the work within the contract time shall be assessed a penalty for each day of overrun. The Bidder hereby agrees to execute this contract and that said charges are considered a just and reasonable compensation to the County and said charges shall be deducted from payment.

### 4.2. Availability of Funds

A contract for this project will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this RFB.

### 4.3. Non-Discrimination

The Bidder shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin, or disability.

### 4.4. Collusive Bidding

The Bidder's signature on the Bid Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Bidder(s) and without effort to preclude the County from obtaining the lowest possible competitive price.

### 4.5. General Indemnity

The Bidder shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Bidder (including its officers, agents and employees) in the performance or intended performance of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Bidder. As an integral part of this contract, the Bidder agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

### 4.6. Warranty

The Contractors products are guaranteed to be free from defects in material and/or workmanship and to perform as advertised when properly used and maintained in accordance with written instructions. Goods and Services furnished as a result of this Agreement, whether manufactured or fabricated by Vendor or a third party, shall (a) be new; (b) be first quality; (c) strictly conform to the specifications and samples; and (d) be free from defects in materials and workmanship. Vendor shall be required to promptly replace Goods and Services, after receiving notification from the County of defects or nonconformance. A one-year (365 days) unconditional warranty shall be in effect on materials and workmanship.

### 4.7. Assignment

The successful Bidder shall be the prime Contractor and shall be solely responsible for all contractual performance. The Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the County, or

its rights, title, or interests herein, or its power to execute such agreement, to any other person, company or corporation without the previous written consent and approval of the County.

## 4.8. References

The Bidder shall provide references of "like" customers the date, product(s) and services provided each business reference. The Bidder shall include in the reference information name, address, contact person(s), telephone number(s), e-mail address and any other information that may be deemed important and that will assist the County personnel in contacting the Bidder's references. The County may request additional evidence of the Bidder's experience, qualifications, ability, products, service facilities and financial standing for which the Bidder shall be prepared to provide to the County, if required.

## 4.9. Termination

### 4.9.1 Termination For Cause

The County reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient cause to terminate this contract for cause. Should the County elect to terminate this contract for cause, the County will notify the Contractor in writing and shall specify the cause for termination and the date that such termination shall be effective. Immediate dismissals may be executed if deemed necessary by the County.

If the Contractor:

1. Fails to begin the work under the contract within the time specified.
2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to ensure the prompt completion of the work.
3. Performs the work unsuitably.
4. Discontinues the prosecution of the work.
5. Becomes insolvent, declares bankruptcy, commits any act of bankruptcy, allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors.
6. Shall not carry on the work in an acceptable manner from any other cause whatsoever.

The County shall give notice in writing to the Contractor of such delay, neglect, or default, specifying the same.

If the Contractor, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then the County shall, upon written certification of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, and may enter into an agreement for the completion of the contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of this contract in an acceptable manner.

All costs and charges incurred by the County, together with the costs of completing the work under the contract, shall be deducted from any monies due or which may become due to the Contractor. In case the expense so incurred by the County shall be less than the sum which would have been payable under the contract, if the contract had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the County the amount of said excess.

### 4.9.2 Termination for Convenience

If the County shall determine that it is in the County's best interest, the County shall notify the Bidder to terminate the work within seven (7) days. In such event, the Bidder shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the County work site.

No claim shall be made by the Bidder for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

## SCOPE OF WORK

Rowan County request bids to provide the necessary materials, labor, parts, equipment, supervision, services, and other required items necessary to complete the following work in strict accordance with all of the Contract Documents. The work in general will consist of the following:

- Furnish and install one (1) new Generac Generator Set Model SG275 or "approved equal"; Natural / LP gas powered generator rated for standby duty at 275 KW, .08 PF. 344 KVA, 277/480 volt, 3 phase, 60 Hertz, 1800 RPM. Rated 415 Amps with 400 Amp Breaker. Please see Attachment A of this RFB for manufacturer specifications.

**Current Approved Manufacturers**:

- Generac
- CAT
- Cummins
- Kohler

- Furnish and install one (1) new Generac Automatic Transfer Switch Model RTSC400A3 or "approved equal"; Rated at 400 amps, 240-volt, single phase. Please see Attachment B of this RFB for manufacturer specifications.
- Generator to come equipped with weatherproof sound attenuated enclosure. Please see Attachment A of this RFB for manufacturer specifications.

**Contractor's Requirements:**

- Contractor must perform all work in strict accordance with all applicable Federal, State and Local building codes and requirements to ensure the project meets County design, intent, and performance requirements.
- May need some work subcontracted:
  - Electrical Contractor (EC) – Electrical.
  - Licensed Plumbing Contractor (LMP) – Gas Piping.
- All work to be performed during regular business hours.

**Or Equal Product:**

- The County has specified the Generac Power System as meeting the minimum requirements for this RFB. The County will accept "or equal" product; however, it is the bidder's responsibility to submit for review and approval, no later than. (Add Date) See section 2.2 within the RFB.

**Scheduling:**

- The Contractor is advised that certain inconveniences may be encountered. The work shall be planned and executed in such a manner as to keep disruption of County business to a minimum. Complete cooperation between the Contractor and the Facilities Director will be necessary to expedite the work with the least amount of interference or delay. No portion of the work shall begin without the Contractor giving notice and obtaining approval from the County.

**ROWAN COUNTY**

**AGREEMENT FOR SERVICES**

**NORTH CAROLINA**

This Agreement is made and entered into between Rowan County, North Carolina ("County") and ____AGS Contracting LLC _____ ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this

Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject

matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Sales/Use Taxes Collection and Refunds**:** Unless otherwise exempted by North Carolina General Statutes from payment of sales or use taxes, Provider must collect all applicable sales and use taxes due under this Agreement and comply with NCGS Chapter 105. If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

14. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

15. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

16. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

17. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

18. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

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

20. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

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

| | |
|---|---|
| THE COUNTY | THE PROVIDER |
| BY: _____ | BY: _____ |
| Name: Aaron Church | Name: _____ |
| Title: County Manager | Title: _____ |

# EXHIBIT A

## CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider. Provide necessary materials. Labor, equipment to install a new generator at the Facilities Management building located at 425 Airport Rd, Salisbury, NC 28147. As noted in Exhibit B, bid documents attached.

B. Term of the Agreement. Generator lead-time (32-40 weeks) plus ninety (90) days. Ending July 30, 2024.

C. Payment to the Provider.
Total cost $269,200.00
Contract includes 5% contingency of $12,787.00

D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. When required by law, the Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of $500,000 per occurrence / $1,000,000 aggregate with County listed as additional insured.
- Workers' Compensation in the amount of $500,000 employer's liability
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be $1,000,000 for bodily injury and property damage; and, $1,000,000 uninsured/underinsured motorist coverage.

F. Contact Information.

| THE COUNTY | THE PROVIDER |
|---|---|
| AARON CHURCH,<br>COUNTY MANAGER<br>130 West Innes Street<br>Salisbury, NC 28144<br>Telephone: 704-216-8180 | ANGIE KEPLEY<br>OWNER<br>302 Market St.<br>Rockwell, NC 28138<br>Telephone: 704-202-8628 |

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

| THE COUNTY | THE PROVIDER |
|---|---|
| BY: _____ | BY: _____ |
| Name: Aaron Church | Name: _____ |
| Title: County Manager | Title: _____ |
| Date:_____ | |

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

_____
(Signature of County Finance Officer)

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

**FROM:** Michelle McDaniel, Deputy Tax Collector III
**DATE:** 07/03/2023
**SUBJECT:** TAX REFUNDS FOR APPROVAL

---

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| June 2023 Tax Refunds | 7/3/2023 | Cover Memo |
| May 2023 VTS Refunds | 7/3/2023 | Cover Memo |

ENTERED 7/3/23

Checks to be mailed 7/21/23

## JUNE 2023 TYLER REFUNDS

| TAXPAYER 1 | TAXPAYER 2 | ADDRESS 1 | ADDRESS 2 | CITY | STATE | ZIP | SITUS | PARID | Refund |
|---|---|---|---|---|---|---|---|---|---|
| CORELOGIC TAX SERVICES, LLC | | 3001 HACKBERRY ROAD | | IRVING | TX | 75063-0156 | 105 E VANCE ST | 101 269 | 14.91 |
| BOND BRENDA SUE | | 1177 FOURSONS DR | | SALISBURY | NC | 28146-8678 | PERSONAL PROPERTY | 988479 | 38.17 |
| BONTUMASI DANIEL F | BONTUMASI MARTHA F | 2021 ROBIN RD | | SALISBURY | NC | 28144-2309 | 2021 ROBIN RD | 001 06501 | 1740.4 |
| DAVIS ANNIE G | | 716 PINEHURST ST | | SALISBURY | NC | 28144 | 716 PINEHURST ST | 061A130 | 23.21 |
| FREEMAN WAYNE HAROLD | | 525 WATERS RD | | SALISBURY | NC | 28146 | PERSONAL PROPERTY | 181903 | 59.64 |
| RCTC - 732 012 | | 402 N MAIN ST | | SALISBURY | NC | 28144 | 11925 COOL SPRINGS RD | 732 039 | 42.98 |
| HEARNE RONNIE & WF | HEARNE TERESA | 802 S SALISBURY AVE | | SPENCER | NC | 28159 | 802 S SALISBURY AVE | 032 085 | 28.96 |
| HOGUE MARY F | HOGUE MARY N | 485 MOUNTAIN RD | | CLEVELAND | NC | 27013 | 485 MOUNTAIN RD | 272A005 | 10 |
| HONEYCUTT BILLY ALEXANDER JR | | 313 DAYBROOK DR | | LANDIS | NC | 28088-1162 | PERSONAL PROPERTY | 181724 | 6.84 |
| HUNSUCKER ROCKY A &WF | HUNSUCKER LESLIE R | 125 BIRCHWOOD DR | | SALISBURY | NC | 28146-0398 | 0 ORPHANAGE RD | 358 105 | 879.58 |
| LEATHERMAN JOEL CHRISTOPHER & | LEATHERMAN ANGELA M | 325 FOUR OAKS RD | | WOODLEAF | NC | 27054-9534 | 325 FOUR OAKS RD | 801 032 | 145.35 |
| LEATHERMAN JOEL CHRISTOPHER & | LEATHERMAN ANGELA M | 325 FOUR OAKS RD | | WOODLEAF | NC | 27054-9534 | 325 FOUR OAKS RD | 801 032 | 65.75 |
| CLOSELINE SETTLEMENTS | MCDANIEL MARY S | ILOTA ACCOUNT | 702 KING FARM BLVD, SUITE 155 | ROCKVILLE | MD | 20850 | 205 DOVE MEADOW DR | 451B236 | 34.38 |
| MELTON JOHNNY VICTOR | C/O DAVID CRISP | 2113 DALE EARNHARDT BLVD | | KANNAPOLIS | NC | 28083-6430 | 615 N JUNIPER ST | 149 212 | 100 |
| ALBERTELLI LAW PARTNERS NORTH CAROLINA, P.A. | BARROSO-ROMAN ANGEL LUIS JR | 205 REGENCY EXECUTIVE PARK DRIVE STE 100 | | CHARLOTTE | NC | 28217 | 210 BRADFORD DR | 623A056 | 1312.08 |
| SUREHIRE | | 130 REGENCY RD | | SALISBURY | NC | 28147-8866 | 133 GOLD HILL DR | 071 00302 | 1086.03 |
| SUREHIRE | | 130 REGENCY RD | | SALISBURY | NC | 28147-8866 | 133 GOLD HILL DR | 071 00302 | 1816.58 |
| MORETZ LAW GROUP PA | | REAL ESTATE TRUST ACCOUNT | 300 MCGILL AVE NW | CONCORD | NC | 28025 | 2865 N CANNON BLVD | 133 144 | 31.69 |
| ROATEN JAMES A | | 1430 OAK BREEZE DR | | MOORESVILLE | NC | 28115 | PERSONAL PROPERTY | 178418 | 141.95 |
| ROBINETTE BRYAN K | ROBINETTE CAMILLE P | 230 CAMELOT DR | | SALISBURY | NC | 28144-9414 | PERSONAL PROPERTY | 143895 | 89.8 |
| TRENOR DAVID G & | EARNHARDT MORGAN TAYLOR | 785 POOLE RD | | SALISBURY | NC | 28146-1805 | 1350 POOLE RD | 641 106 | 38.59 |
| | | | | | | | | | 7706.89 |

Batch #581 (21)

Karen J Robinson

Tax Collector

ENTERED 7/3/23

Checks to be mailed 7/21/23

# MAY 2023 VTS REFUNDS

| TAXPAYER NAME | Address_1 | Address_2 | Address_3 | STATE | ZIP | Refund_Reason | TRANS# | REFUND |
|---|---|---|---|---|---|---|---|---|
| BINGHAM SMITH LUMBER COMPANY | 6010 BERTIE AVE | | SALISBURY | NC | 28147 | Vehicle Sold | 186337426 | 13.93 |
| BRADSHAW, JEFFREY SHANNON | 2155 DAUGHERTY RD | | CHINA GROVE | NC | 28023 | Vehicle Sold | 185902322 | 87.63 |
| BRADSHAW, KELSEY FOWLER | 118 OAKVIEW DR | | SALISBURY | NC | 28146 | Vehicle Sold | 279506163 | 67.45 |
| BROWN, CLIFFORD DJUAN | 1305 STANDING OAK DR # GQ | | SALISBURY | NC | 28146 | Situs error | 371805124 | 144.82 |
| CORRIHER, DARRYL KEITH | 1475 CORRIHER SPRINGS RD | | CHINA GROVE | NC | 28023 | Vehicle Totalled | 185902502 | 15.81 |
| CULP, LAURA ANN | PO BOX 273 | | ROCKWELL | NC | 28138 | Situs error | 373427400 | 189.16 |
| CURRY, RODNEY LEMAR | 200 GRANT ST | APT 77 | SALISBURY | NC | 28144 | Vehicle Totalled | 279748113 | 61.69 |
| DENEEN, JOHN MARK | 1408 WALKER ST | | SALISBURY | NC | 28144 | Vehicle Sold | 278534880 | 49.16 |
| FERLAND, TONY RAYMOND | 790 ST PAULS CHURCH RD | | SALISBURY | NC | 28146 | Vehicle Sold | 185158842 | 56.06 |
| GAINEY, ASHLI NEYDELLE | 2940 SHUE RD | | SALISBURY | NC | 28147 | Vehicle Totalled | 186337430 | 42.62 |
| GINGERICH, JASON WAYNE | 108 CHARLESTON RIDGE DR | | MOCKSVILLE | NC | 27028 | Vehicle Sold | 185894122 | 58.96 |
| GODFREY, LELAND BOYD | 203 SHAI LN | | GOLD HILL | NC | 28071 | Situs error | 371499500 | 191.49 |
| HOLTZCLAW, TRACI WATSON | 257 HUTCHINS WAY | | SALISBURY | NC | 28146 | Vehicle Sold | 185280008 | 23.44 |
| HYLTON, TIMOTHY DALE | 2205 HOLLYWOOD DR | | SALISBURY | NC | 28144 | Vehicle Sold | 186498898 | 47.09 |
| ISENHOUR, DONNA FRALEY | 375 QUAIL DR | | SALISBURY | NC | 28147 | Vehicle Sold | 185279920 | 19.93 |
| ISENHOUR, DONNA FRALEY | 375 QUAIL DR | | SALISBURY | NC | 28147 | Vehicle Sold | 185973692 | 5.95 |
| KARRIKER, BEWEY KEITH | 885 GREENFIELD RD | | CHINA GROVE | NC | 28023 | Vehicle Sold | 185689928 | 4.46 |
| KEATON, ALBERT DENNY | 2305 WOODLAWN ST | | KANNAPOLIS | NC | 28083 | Vehicle Sold | 278348469 | 39.50 |
| KELLER, JEFFREY BLAKE | 750 GRAHAM RD | | MOUNT ULLA | NC | 28125 | Vehicle Sold | 185159290 | 6.50 |
| KELLER, RHYLIE CHEYENNE | 750 GRAHAM RD | | MOUNT ULLA | NC | 28125 | Vehicle Sold | 185159304 | 2.14 |
| KINSER, TAYLER ADDISON | 901 N JACKSON ST | | SALISBURY | NC | 28144 | Tag Surrender | 185159150 | 5.78 |
| KOLNIAK, CHRISTOPHER ALAN | 1155 WINDING CREEK RD | | SALISBURY | NC | 28146 | Vehicle Sold | 279506130 | 382.31 |
| LYERLY, LUTHER JOHN | 500 LAKE FORK RD | | SALISBURY | NC | 28146 | Vehicle Sold | 185631182 | 14.89 |
| LYERLY, ROGER FRANKLIN | 130 VARNADORE RD | | SALISBURY | NC | 28146 | Vehicle Sold | 186418268 | 151.69 |
| MILLER, ALEXIS NICOLE | 210 BRADFORD DR | | SALISBURY | NC | 28146 | Vehicle Sold | 185352662 | 13.98 |
| MILLER, SAMUEL LEE | 125 HILLTOP LN | | MOORESVILLE | NC | 28115 | Military | 186714104 | 33.72 |
| MILLER, SAMUEL LEE | 611 JARMAN ST | | JACKSONVILLE | NC | 28540 | Military | 186714112 | 178.41 |
| MILLER, SAMUEL LEE | 611 JARMAN ST | | JACKSONVILLE | NC | 28540 | Military | 186714102 | 32.57 |
| MYERS, STEPHEN HAROLD | 111 GREEN GABLE LN | | SALISBURY | NC | 28147 | Vehicle Sold | 185689932 | 53.38 |
| ORTIZ HERNANDEZ, JOSE DAVID | 1125 PHILLIP ST | | SALISBURY | NC | 28147 | Vehicle Sold | 185565658 | 36.39 |
| OSBORNE, DONALD LEE | 5429 WOODRUN ON TILLERY | | MOUNT GILEAD | NC | 27306 | Vehicle Sold | 186337400 | 32.41 |
| PHILLIPS, JAMES DENNIS | 1395 LENTZ RD | | CHINA GROVE | NC | 28023 | Vehicle Sold | 185565670 | 114.02 |
| ROBINSON, HEAVENLY ALEXIS | 4610 SUNSET ROCKWAY | | RALEIGH | NC | 27606 | Vehicle Totalled | 279506094 | 76.82 |
| SCHUMACHER, EVA MARIE | 465 GOLD KNOB RD | | SALISBURY | NC | 28146 | Vehicle Totalled | 185689922 | 60.10 |
| SHERRILL, DAVID CLEMENT | 421 MACK THOMPSON RD | | COCHRANE | GA | 31014 | Reg . Out of state | 186337412 | 407.69 |
| SPRY, RICKY DARRELL | 230 PROSPECT TRL | | SALISBURY | NC | 28147 | Vehicle Sold | 185689926 | 2.51 |
| STARNES, JAMES CARR | 1015 SHORE ACRES RD | | SALISBURY | NC | 28146 | Vehicle Sold | 185280158 | 18.32 |
| STRAWN, WANDA FRANCES | 2335 LIPE RD | | CHINA GROVE | NC | 28023 | Vehicle Sold | 185280002 | 12.18 |
| SWINK, ROBERT QUINN | 268 MILL CREEK CIR | | WOODLEAF | NC | 27054 | Adjustment | 186337486 | 17.49 |
| THE ESTATE OF GARY LOUIS SMITH | 145 BIRKDALE DR | | SALISBURY | NC | 28144 | Vehicle Sold | 277738620 | 189.23 |
| THE ESTATE OF KENNETH EARL BRYAN | 509 HUNT FOREST CT | | PLEASANT GARDEN | NC | 27313 | Vehicle Sold | 278853960 | 287.12 |
| WEBER, LEEANN STEWART | 2895 BRADSHAW RD | | MOORESVILLE | NC | 28115 | Situs error | 371262344 | 111.91 |
| WEBER, LEEANN STEWART | 2895 BRADSHAW RD | | MOORESVILLE | NC | 28115 | Situs error | 371262348 | 47.00 |

Carey Robinson
Tax Collector

Batch # 567

43

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | **TOTAL** | 3,407.71 |
| | | | | | | | | |
| PENDING | | | | | | | | |
| DEMENT, CHARLES ROBIN | 590 CHILDERS RD | | CLEVELAND | NC | 27013 | Vehicle Sold | 186732034 | 16.20 |
| | | | | | | | **NOT MAILED** | 3,423.91 |
| | | | | | | | | |

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Purchasing Director & Valerie Steele; Airport Director |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Approve Taxiway Rehab Project - J.T. Russell & Sons, Inc. - Contract |

---

Rowan County and Mid-Carolina Airport worked with Talbert, Bright & Ellington Engineering & Planning Consultants (TBE) and received proposals for the taxiway rehab project. After a re-bid, Two bid responses were received.

The County requested the BOC to award the bid to J.T. Russell & Sons, Inc. who submitted the lowest total base bid in the amount of $1,525,400.00; on 5/15/2023, Agenda item I. Requesting contract approval.

The County received Two (2) Funding Grants for this project; Parallel Taxiway Rehab Grant (100%) and the Runway Overlay Grant (90/10 Split)

Attached is the contract for J.T. Russell & Sons, Inc. Originally on the 6/5/23 meeting but the attachment was missing.

Board of Commissioners authorize County Manager to approve the contract with J.T. Russell & Sons, Inc., not to exceed $1,525,400.00.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Contract | 7/3/2023 | Cover Memo |

# CONTRACT

This AGREEMENT, made and entered into this ____ day of _____, 20___, by and between the **County of Rowan**, hereinafter called the OWNER, and **JT Russell & Sons, Inc.**, hereinafter called the Contractor.

*WITNESSETH:* That the Contractor, for the consideration hereinafter fully set out, and the OWNER, for the construction of work performed, agrees that:

1. **Scope of Work:**

The Contractor shall furnish and deliver all the materials and perform all the work in the manner and form as provided in the following enumerated Plans, Specifications and Contract Documents which are attached hereto and made a part hereof as if fully contained herein:

**TAXIWAY AND SOUTH RAMP PAVEMENT REHABILITATION**
**MID-CAROLINA REGIONAL AIRPORT**
**SALISBURY, NORTH CAROLINA**

**Specifications and Contract Documents:**

**a.** Project Plans prepared by Talbert, Bright & Ellington, Inc. dated February 2023
**b.** Instructions to Bidders
**c.** General Conditions, including any Supplementary General Conditions
**d.** Project Special Provisions
**e.** Technical Provisions (Construction Details)
**f.** Proposal Accepted as modified in the amount of $1,525,400.00
**g.** Performance and Payment Bond
**h.** Addendum No. 1 - March 16, 2023
**I.** Addendum No. 2 - March 23, 2023
**j.** Addendum No. 3 - March 28, 2023
**k.** Contract Modifications

| | |
|---|---|
| ORIGINAL PROPOSAL: | $ 1,525,400.00 |
| TOTAL ADDITIONS: | $ 0.00 |
| TOTAL DEDUCTIONS: | $ 0.00 |
| CURRENT CONTRACT AMOUNT: | $ 1,525,400.00 |

1. The Contractor hereby guarantees all materials and workmanship for a period of one year from the date at final acceptance of all items of work set forth under this Contract.

2. The Contractor shall commence the work to be performed under the Contract not later than the date set by the OWNER in written notice to proceed, said date to be not less than ten (10) days after issuance of notice.

3. The OWNER hereby agrees to pay to the Contractor for the faithful performance of this agreement, subject to additions and deductions a provided in the specifications or proposal, in lawful money of the United States, such unit and/or lump sum prices as are set forth in the accepted proposal for quantities of each item actually accomplished.

4. The OWNER shall make partial payments to the Contractor on a basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor within twenty (20) calendar days after receipt of a correct payment request, less ten percent (10%) of the amount of such estimate which is to be retained by the OWNER until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the OWNER.

5. Neither final payment nor any remaining retained percentage shall become due *until thirty (30) days* after all the following have occurred:

   **a.** The Contractor completes all work covered by this Contract;

   **b.** The OWNER accepts such work; and

   **c.** The Contractor submits to the OWNER all executed closeout items required in the Project Special Provisions, and evidence satisfactory to the OWNER that all payrolls, bills for materials and equipment, and other indebtedness/costs connected with the construction have been paid or otherwise satisfied. OWNER may require other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the OWNER. If a Subcontractor refuses to furnish a release or waiver required by the OWNER, the Contractor may furnish a bond satisfactory to the OWNER to indemnify the OWNER against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the OWNER all money that the OWNER may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

   **d.** The Contractor submits to OWNER a certificate evidencing that insurance *required by the Contract Documents* is to remain in full force and effect, and will not be cancelled or allowed to expire until at least thirty (30) days prior written

notice has been given to the OWNER;

**e.** The Contractor submits a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period *required by the Contract Documents*; and

**f.** The surety, if any, consents to final payment.

**6.** It is further mutually agreed between the Contractor and the OWNER hereto if, at any time after the execution of this Contract and the Performance and Payment Bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory; or if, for any reason such bond ceases to be adequate to cover the performance of such work, the Contractor shall, at its expense, within five days after the receipt of notice from the OWNER to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the OWNER. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the OWNER.

IN WITNESS WHEREOF, the OWNER and Contractor hereto have executed this Contract on the day and date first above written in three counterparts, be deemed an original Contract.

Signed and sealed this _____ day of _____, 20___.

By: _____
Owner – Rowan County Manager

By: _____
Contractor

_____
Title Attest

Date

Title Secretary / Treasurer

_____
Witness

_____
Witness

*Executed in triplicate.*

**PERFORMANCE BOND**
100% of the Contract Amount

Bond Number PB00155801922

KNOW ALL MEN BY THESE PRESENT: that

**JT RUSSELL & SONS, INC.**
**221 SNUGGS ST**
**ALBEMARLE, NC 28001**

as Principal, hereinafter called Contractor and Philadelphia Indemnity Insurance Company a corporation duly organized under laws of the State of North Carolina as Surety, hereinafter called Surety, are held firmly bound unto:

**COUNTY OF ROWAN**
**130 WEST INNES STREET**
**SALISBURY, NORTH CAROLINA 28144**

hereinafter called OWNER, in the amount of One Million, Five Hundred Twenty-Five Thousand, Four Hundred and Zero Cents ($1,525,400.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS, Contractor has by written agreement dated _____, 20__ entered into a Contract with OWNER for the **Taxiway and South Ramp Pavement Rehabilitation** in accordance with drawings and specifications prepared by:

**TALBERT, BRIGHT & ELLINGTON, INC.**
**3525 WHITEHALL PARK DRIVE**
**SUITE 210**
**CHARLOTTE, NORTH CAROLINA 28273**

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever Contractor shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the defaults, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of contract price" as used in paragraph, shall mean the total amount payable to OWNER to Contractor under the Contract and any amendment thereto, less the amount properly paid by OWNER to Contractor.

Any suit this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER names herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this _____ day of _____, 20___.

**BY:**

J. T. Russell & Sons, Inc.
Contractor

Name *(Seal)*

Secretary / Treasurer
Title

**WITNESS:**

**BY:**

Philadelphia Indemnity Insurance Company ~~Principal~~
Surety

Name *(Seal)*

Heather Segrist (Attorney-In-Fact)
Title

**WITNESS:**

**BY:**

Licensed Resident Agent *(Signature)*

Heather Segrist
Licensed Resident Agent *(Typed)*

4309 Emperor Blvd., Ste., 300
Street Address

Durham, NC 27703
City, State, Zip

(919) 281-4500
Telephone Number

Bond Number PB00155801922

**LABOR AND MATERIAL PAYMENT BOND**
100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

**JT RUSSELL & SONS, INC.**
**221 SNUGGS ST**
**ALBEMARLE, NC 28001**

as Principal, hereinafter called Principal, and Philadelphia Indemnity Insurance Company, a corporation duly organized under laws of the State of North Carolina Surety, hereinafter called Surety, are held firmly bound unto:

**COUNTY OF ROWAN**
**130 WEST INNES STREET**
**SALISBURY, NORTH CAROLINA 28144**

as Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinbelow defined, amount of One Million, Five Hundred Twenty-Five Thousand, Four Hundred and Zero Cents ($1,525,400.00) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS,

Principal has by written agreement dated _____, 20___ entered into a contract with OWNER for the **Taxiway and South Ramp Pavement Rehabilitation** in accordance with drawings and specifications prepared by:

**TALBERT, BRIGHT & ELLINGTON, INC.**
**3525 WHITEHALL PARK DRIVE**
**SUITE 210**
**CHARLOTTE, NORTH CAROLINA 28273**

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for the use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use

in the performance of the Contract, labor and material being construed to include that part of water gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contractor.

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.

   **a.** Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following; the Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to who the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by public officer.

   **b.** After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

   **c.** Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 15 day of May, 2023.

**BY:**

JT Russell & Sons, Inc.
Contractor

Name (Seal)

Secretary / Treasurer
Title

**WITNESS:**

**BY:**

Licensed Resident Agent (Signature)

Heather Segrist
Licensed Resident Agent (Typed)

4309 Emperor Blvd., Ste., 300
Street Address

Durham, NC 27703
City, State, Zip

(919) 281-4500
Telephone Number

**BY:**

Philadelphia Indemnity Insurance Company ~~Principal~~
Surety

Name (Seal)

Heather Segrist (Attorney-In-Fact)
Title

**WITNESS:**

J.T. RUSSELL AND SONS, INC. CORPORATE SEAL 1966 NORTH CAROLINA

PHILADELPHIA INDEMNITY INSURANCE COMPANY CORPORATE SEAL 1927 PENNSYLVANIA

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Phoebe C. Honeycutt, Bobbi D. Pendleton, Heather Segrist, Kenneth J. Peeples, Christopher A. Lydick, Adam Pfanmiller, Megan S. Bartman, Julia C. McElligott, Ronda W. Bush, Camille Moye Edwards, David Liggett, Michael McCreadie, Margo G. Roberts, and James Holden Keen of McGriff Insurance Services**its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____

Edward Sayago, Corporate Secretary
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Purchasing Director & Craig Powers, Environmental Management Director |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | WSP USA, Inc., formerly Golder Associates NC, Inc - Environmental Consulting Agreement |

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Rowan County Environmental Services would like to continue using the services of Golder Associates NC, Inc. to provide environmental program management services for three (3) landfills owned and/or operated by the County. Golder will be responsible for managing and coordinating field, laboratory and routine reporting activities associated with the monitoring the County's landfills and will ensure compliance with the applicable NC General Statutes, NC Solid Waste Management Rules, facility permits and in adherence with project scope and schedule (described in attach).

The total fee is not to exceed $78,825.00; budgeted in FY24. This is a 60% increase from the FY23 amount due to new PFAS sampling requirements.

Attached is the FY24 proposal from WSP USA, Inc., formerly Golder Associates NC, Inc.

Board of Commissioners authorize the County Manager to approve an annual agreement with WSP USA, Inc., formerly Golder Associates NC, not to exceed $78,825.00.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Quote | 7/5/2023 | Cover Memo |

June 28, 2023 Proposal No. 202312106

**Mr. Craig Powers, Director Engineering and Environmental Services**
Rowan County Department of Environmental Management
1102 N Long Street Extension
East Spencer, North Carolina 28039

**PROPOSAL FOR PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR THE 2023-2024 FISCAL YEAR**

Dear Craig,

In preparation for fiscal year 2023 - 2024 (FY 23-24), WSP USA, Inc. (WSP), formerly Golder Associates NC, Inc. (Golder), is pleased to submit this proposal for the continuation of environmental program management services for the three (3) landfills owned and/or operated by Rowan County (the County), North Carolina (NC). These services are a continuation of services covered under the June 8, 2022 proposal submitted by WSP to the County. The County is responsible for semi-annual water quality monitoring at the active MSW landfill and the closed construction and demolition (C&D) landfill which are both permitted under NC Solid Waste Permit No. 80-03. The County is also responsible for annual water quality monitoring at the closed unlined municipal solid waste (MSW) facility which was permitted under NC Solid Waste Permit No. 80-01. In addition to water quality monitoring, quarterly methane monitoring is required for the active MSW and closed C&D landfills as specified in their NCSWP 80-03.

Note that the 2023 - 2024 budget proposal submitted to the County by WSP on March 17, 2023 discussed the potential need for assessment and corrective action activities. The costs included in the March 2023 estimate were approximated at $15,000 for landfill gas venting at the C&D landfill and $25,000 for potential assessment and corrective action at the closed MSW landfill. As presented in that budget estimate, predicting an accurate cost for assessment and corrective action is not possible at this time given the unknowns associated with these tasks. Similarly, the costs for landfill gas venting and potential assessment and corrective actions are not currently included in this proposal. If these tasks become necessary due to future results or as the result of communications with NC DEQ, a separate proposal will be provided.

Please note this proposal does include activities deemed necessary to comply with the memorandum from the NC Solid Waste Section dated March 13, 2023 which requires the sampling and analysis of per-and poly- fluoroalkyl substances (PFAS) for all groundwater, surface water, and leachate samples collected from permitted sanitary landfills in NC after July 1, 2023. The additional fees associated with the collection of PFAS samples in accordance with the March 13, 2023 memorandum are included in this proposal for FY 23-24.

WSP proposes to be responsible for managing and coordinating field, laboratory, and routine reporting activities associated with the County's environmental monitoring programs at the closed and active landfills to ensure

**WSP USA Inc.**
5B Oak Branch Drive Greensboro, North Carolina, USA 27407 T: +1 336 852-4903 +1 336 852-4904

compliance with the applicable NC general statutes, NC Solid Waste Management Rules (NCSWMR), the facility permits, and in adherence with project scope and schedule (describe in detail below). This proposal includes the fees associated with services related to routine annual/semi-annual water quality sampling and reporting at the active and closed landfills, quarterly landfill gas monitoring and reporting at the active MSW and closed C&D landfill, as well as general consulting services (which has been historically used to cover unscheduled issues such as special waste acceptance, verification sampling, minor alternate source demonstrations, well redevelopment, etc.).

## SCOPE AND SCHEDULE

Based on the services provided in the previous fiscal year (July 1, 2022 through June 30, 2023) and our understanding of the site monitoring requirements, we are proposing the following activities for FY 23-24:

### Phase 100: Active MSW and Closed C&D Landfill Water Quality Monitoring and Reporting (Active Site – NC SWP # 80-03)

Phase 100 activities consist of coordinating and performing the water quality monitoring (which includes the sampling of groundwater, surface water, and leachate) and associated reporting at the active MSW landfill and closed C&D landfill located at 789 Campbell Road in Woodleaf, NC. As presented below, the water quality monitoring at these facilities is performed semi-annually (typically in January and July) as required by the NCSWMR. The following monitoring and reporting tasks are included based on the current approved *Water Quality Monitoring Plan* (WQMP) for the MSW and C&D facilities.

#### *Field Work: Sampling and Analysis*

The sampling and analysis scope-of-work consists of the following activities:

- The gauging of static water levels in thirty (30) groundwater monitoring wells during each semi-annual water quality monitoring event at the active MSW landfill and closed C&D landfill.
- The low-flow sampling (utilizing dedicated bladder pumps), the recording of stabilization parameters (in accordance with industry standards), and the laboratory analysis of each sample for NC Appendix I constituents (in accordance with the *Detection Monitoring Program* detailed in 15A NCAC 13B .1633) in fourteen (14) groundwater monitoring wells during each semi-annual water quality monitoring event at the active MSW landfill.
- The low-flow sampling (utilizing dedicated bladder pumps), the recording of stabilization parameters (in accordance with industry standards), and the laboratory analysis of each sample for NC Appendix I plus C&D list constituents (in accordance with the *Monitoring Plans and Requirements for C&DLF Facilities* detailed in 15A NCAC 13B .0544 and 15A NCAC 13B .0545) and 1,4-dioxane at groundwater wells MW-17 and MW-19R will be analyzed during each semi-annual water quality monitoring event at the C&D landfill. The samples from MW-18R2 will be analyzed for NC Appendix I plus previously detected Appendix II parameters plus C&D list constituents and 1,4-dioxane in accordance with the Assessment Monitoring Work Plan (AMWP) approved by NC Department of Environmental Quality (DEQ) on January 20, 2022. Also, a pore-water sample (PWS-1) will be collected from the stream bed south of MW-18R2 during the 1st semi-annual water quality monitoring event of 2024 for analysis of NC Appendix I Volatile Organic Compounds (VOCs) per the January 18, 2022 AMWP. Additionally, a second pore-water sample (PWS-2) will be collected from the stream bed south of MW-19R during the 1st semi-annual water quality monitoring event of 2024 for the analysis of NC Appendix I VOCs per the December 15, 2022 AMWP Addendum.

- The collection of a groundwater sample, the recording of water quality parameters, and the laboratory analysis of each sample for NC Appendix I constituents (in accordance with the *Detection Monitoring Program* detailed in 15A NCAC 13B .1633) from one underdrain outfall during each semi-annual water quality monitoring event at the active MSW landfill.
- The collection of surface water samples, the recording of water quality parameters, and the laboratory analysis of each sample for NC Appendix I constituents from five (5) locations during each semi-annual water quality monitoring event at the active MSW and closed C&D landfill. The sample for the C&D unit (SW-5) will also be analyzed for 1,4-dioxane during each event.
- The collection of a leachate sample, the recording of water quality parameters, and the laboratory analysis of the sample for NC Appendix I constituents plus chemical oxygen demand (COD), biological oxygen demand (BOD), phosphate, nitrate, and sulfate. Annually during the first semi-annual event (i.e., typically January/February), the leachate is also analyzed for 1,4-dioxane.
- Per the March 13, 2023 memorandum from the NC Solid Waste Section and as included in the revised budget provided to Rowan County on March 17, 2023, NC DEQ requested that all sanitary landfills in NC commence the collection and analysis of PFAS samples by Draft EPA Method 1633 from all groundwater, surface water, and leachate samples. This proposal includes costs to perform the collection of these samples during the 2$^{nd}$ semiannual 2023 and 1$^{st}$ semiannual 2024 sampling events. The collection of a field blank using laboratory de-ionized water for the laboratory analysis of NC Appendix I constituents plus tetrahydrofuran (THF), 1,4-dioxane, mercury, iron, and manganese. An additional field blank will be collected and analyzed for PFAS using PFAS free laboratory grade water.
- The analysis of a trip blank for NC Appendix I VOCs plus THF.
- The completion of a visual inspection and the documentation of the inspection results on a *Well Condition Summary Form* which documents the conditions of each monitoring well and other relevant site features during each monitoring event.

As presented, during each water quality monitoring event, WSP will record field measurements (e.g., water quality or stabilization parameters) including pH, specific conductance or conductivity, temperature, dissolved oxygen (DO), oxidation reduction potential (ORP), and turbidity. After collection of each sample, the sample bottles will be placed in a cooler on ice and tracked under a chain-of-custody until their delivery at the laboratory. WSP proposes to continue to utilize Eurofins Raleigh located in Cary, NC for laboratory services.

Prior to use each day, the water quality meter, turbidity meter, and any additional field equipment utilized will be calibrated in the field in accordance with the manufacturer's specifications. Calibration information will be recorded on an equipment calibration log. As outlined in the facility WQMP the upgradient groundwater monitoring wells and upstream surface monitoring locations will be purged and sampled prior to the collection of samples from downgradient (or downstream) monitoring locations to mitigate the potential for cross-contamination. In addition, field equipment will be decontaminated between each sampling location.

WSP will maintain copies of field notes, field information logs, well inspection summary forms, calibration logs, and chain-of-custody forms on file for future reference, and will incorporate copies of the field information logs, well inspection forms, and chain-of-custody forms into the semi-annual water quality monitoring reports.

### *Reporting*

Following the receipt of the laboratory analytical results, WSP will review the laboratory-provided quality assurance and quality control (QA/QC) data and qualify relevant data as appropriate in accordance with published US Environmental Protection Agency (US EPA) protocols or applicable NC DEQ guidance. After reviewing the laboratory data for completeness and QA/QC, WSP will assess the data (using statistics if necessary) and advise the County of any potential detections of concern by comparing the results to the applicable water quality standards. Should verification sampling be deemed necessary, WSP will provide scope, schedule, and fees and propose to complete the verification sampling under our general consulting phase (included as Phase 300 below).

Following receipt of the complete data package (inclusive of any potential verification sampling activities) for the two sampling events, WSP will prepare a *Semi-Annual Water Quality Monitoring Report*, which will be submitted in draft form to the County for review and comment prior to final submission to NC DEQ. As required by the NCSWMR, each *Semi-Annual Water Quality Monitoring Report* will contain:

- A discussion of field activities and statistical evaluation methods
- A summary table of laboratory analytical results
- A summary table of statistical evaluations (any evaluations required for the active MSW and closed C&D facilities based on exceedances of applicable water quality standards)
- A summary table of static water level measurements
- A site location and potentiometric groundwater surface contour map which will include the direction of groundwater flow and an evaluation of the rate of groundwater flow (for the active MSW and closed C&D landfills)
- Documentation of field activities (including the field information logs)
- Statistical evaluation worksheets (if required)
- The laboratory certificates-of-analysis and chain-of-custody forms
- Conclusions and recommendations (as applicable).

As presented, upon approval of the County, a WSP licensed professional geologist in the State of North Carolina will complete and seal the required electronic data submittal form prior to submitting the *Semi-Annual Water Quality Monitoring Report* to the NC DEQ. The final deliverable provided to the NC DEQ will include the report text, tables, figures, field information logs, laboratory certificates-of-analysis and completed chain-of-custody forms, and any required statistical evaluations, along with required electronic data deliverables. Should a *14-Day Notification of Exceedance of a Groundwater Standard* or an *Alternate Source Demonstration* (ASD) be deemed necessary WSP will again provide scope, schedule, and fees and propose to complete the work under our general consulting phase (Phase 300 below) or if the proposed fees exceed those remaining in the general consulting phase WSP will provide the County with a new proposal to complete the work.

## Phase 101: Closed MSW Landfill Water Quality Monitoring and Reporting (Closed Site – NC SWP # 80-01)

Phase 101 activities consist of coordinating and performing the water quality monitoring (which includes the sampling of groundwater and surface water) and associated reporting at the closed MSW landfill located off National Guard Road in Salisbury, NC next to the Mid-Carolina Regional Airport (RUQ). As presented, the water quality monitoring at this facility is performed annually (typically in July) as required by the NCSWMR. The following monitoring and reporting tasks are included based on the applicable NCSWMRs.

### *Field Work: Sampling and Analysis*

The sampling and analysis scope-of-work consists of the following activities:

- The gauging of static water levels in five (5) groundwater monitoring wells during the annual water quality monitoring event at the closed MSW landfill.
- The purging and sampling of five (5) groundwater monitoring wells, the recording of water quality parameters during purging and at the time of sampling, and the laboratory analysis of each sample for NC Appendix I VOCs, Resource Conservation and Recovery Act (RCRA) metals, and 1,4-dioxane during the annual water quality monitoring event. Purging of these groundwater monitoring wells prior to sampling will consist of the evacuation of three well volumes prior to sampling per industry standard techniques and US EPA guidelines.
- The collection of surface water samples, the recording of water quality parameters, and the laboratory analysis of each sample for NC Appendix I VOCs, RCRA metals, and 1,4-dioxane from two (2) locations during the annual water quality monitoring event at the active MSW and closed C&D landfill.
- Per the March 13, 2023 memorandum from the NC Solid Waste Section and as included in the revised budget provided to Rowan County on March 17, 2023, NC DEQ requested that all sanitary landfills in NC commence the collection and analysis of PFAS samples by Draft EPA Method 1633 from all groundwater, surface water, and leachate samples. This proposal includes costs to perform the collection of these samples during the 2$^{nd}$ semiannual 2023 and 1$^{st}$ semiannual 2024 sampling events.
- The collection of a field blank using laboratory de-ionized water for the laboratory analysis of NC Appendix I VOCs and RCRA metals. An additional field blank will be collected and analyzed for PFAS using PFAS free laboratory grade water.
- The analysis of one (1) trip blank for NC Appendix I VOCs.
- The completion of a visual inspection and the documentation of the inspection results on a *Well Condition Summary Form* which documents the conditions of each monitoring well and other relevant site features during the annual monitoring event.

As presented, during each water quality monitoring event, WSP will record field measurements (e.g., water quality or stabilization parameters) including pH, specific conductance or conductivity, temperature, DO, ORP, and turbidity. After collection of each sample, the sample bottles will be placed in a cooler on ice and tracked under a chain-of-custody until their delivery at the laboratory. As presented, WSP proposes to continue to utilize Eurofins Raleigh, formerly ENCO Laboratories, located in Cary, NC for laboratory services.

Prior to use each day, the water quality meter, turbidity meter, and any additional field equipment utilized will be calibrated in the field in accordance with the manufacturer's specifications. Calibration information will be recorded on an equipment calibration log. As outlined in the facility WQMP the upgradient groundwater monitoring wells and upstream surface monitoring locations will be purged and sampled prior to the collection of samples from downgradient (or downstream) monitoring locations to mitigate the potential for cross-contamination. In addition, field equipment will be decontaminated between each sampling location.

WSP will maintain copies field notes, field information logs, well inspection summary forms, calibration logs, and chain-of-custody forms on file for future reference, and will incorporate copies of the field information logs, well inspection forms, and chain-of-custody forms into the annual water quality monitoring reports.

### *Reporting*

Following the receipt of the laboratory analytical results, WSP will review the laboratory-provided QA/QC data and qualify relevant data as appropriate in accordance with published US EPA protocols or applicable NC DEQ guidance. After reviewing the laboratory data for completeness and QA/QC, WSP will assess the data (using statistics if necessary) and advise the County of any potential detections of concern by comparing the results to the applicable water quality standards. Should verification sampling be deemed necessary, WSP will provide scope, schedule, and fees and propose to complete the verification sampling under our general consulting phase (included below as Phase 300).

Following receipt of the complete data package (inclusive of any potential verification sampling activities), WSP will prepare an *Annual Water Quality Monitoring Report*, which will be submitted in draft form to the County for review and comment prior to final submission to NC DEQ. The *Annual Water Quality Monitoring Report* will contain:

- A discussion of field activities and statistical evaluation methods (if applicable)
- A summary table of laboratory analytical results
- A summary table of statistical evaluations (if applicable)
- A summary table of static water level measurements
- A site location map showing the location of each sampling point
- Documentation of field activities (including the field information logs)
- Statistical evaluation worksheets (if required)
- The laboratory certificates-of-analysis and chain-of-custody forms
- Conclusions and recommendations (as applicable).

As presented, upon approval of the County, a WSP licensed professional geologist in the State of North Carolina will complete and seal the required electronic data submittal form prior to submitting the *Annual Water Quality Monitoring Report* to the NC DEQ. The final deliverable provided to the NC DEQ will include the report text, tables, figures, field information logs, laboratory certificates-of-analysis and completed chain-of-custody forms, and any required statistical evaluations, along with required electronic data deliverables. Should an ASD be deemed necessary WSP will again provide scope, schedule, and fees and propose to complete the work under

our general consulting phase (Phase 300 below) or if the proposed fees exceed those remaining in the general consulting phase WSP will provide the County with a new proposal to complete the work.

## Phase 200: Quarterly Landfill Gas Monitoring and Reporting

Phase 200 activities will include the coordination and performance of four quarterly landfill gas monitoring events and the completion of the associated report for each monitoring event as required by 15A NCAC 13B .1626 (for the MSW landfill), 15A NCAC 13B .0544 (for the C&D landfill), and the current NC solid waste permit. The tasks included in this phase are detailed below.

### *Field Work*

The quarterly landfill gas monitoring event will include the following:

- Compliance monitoring at the active MSW landfill which consists of the monitoring of seven (7) landfill gas probes (or methane monitoring wells) and two (2) on-site structures (the maintenance shop and scale-house) for the presence of methane and carbon dioxide (the main components of landfill gas) as well as for oxygen and balanced gas (or nitrogen) as required by the NCSMRs and the applicable NC DEQ guidance.
- Compliance monitoring at the closed C&D landfill which consists of the monitoring of one (1) landfill gas probe for the presence of methane, carbon dioxide, oxygen, balanced gas, and hydrogen sulfide as required by the NCSMRs and the applicable NC DEQ guidance.
- In addition to the compliance monitoring at the active MSW landfill, two (2) non-compliance landfill gas probes are monitored. The non-compliance landfill gas probes are also monitored for the presence of methane, carbon dioxide, oxygen, and balanced gas.

WSP proposes to conduct each landfill gas monitoring event utilizing a GEM 5000 (or equivalent instrument) capable of measuring methane, carbon dioxide, oxygen, and balanced gas as a percentage in air and hydrogen sulfide in parts-per-million (ppm). A calibration form for the GEM 5000 will be obtained from the vendor and the instrument will be calibrated in the field prior to each use. Field notes will be taken during the calibration process and the vendor calibration form, and the field calibration notes as well as pertinent weather conditions including general weather, barometric pressure, wind direction, temperature, and humidity will be recorded and incorporated into each *Quarterly Landfill Gas Monitoring Report*.

### *Reporting*

As presented, a *Quarterly Landfill Gas Monitoring Report* will be completed after the conclusion of each quarterly monitoring event. The format for this report will be a letter including attachments such as the boundary gas probe monitoring log, a landfill gas monitoring location map, and the required NC DEQ environmental monitoring form for data submission. Regulation requires a 7-day notification only if methane is detected above the lower explosive limit (i.e., above 5% methane per volume in air) in the landfill gas boundary probes or above 25% of the lower explosive limit (LEL) in an onsite structure. Upon approval from the County, a WSP licensed professional geologist in the State of North Carolina will complete and seal the required electronic data submittal form prior to submitting the *Quarterly Landfill Gas Monitoring Report* to the NC DEQ only if applicable due to methane levels. Otherwise, digital and hard copy reports will be submitted to the County for their facility records.

Should methane be detected above 25% of the LEL in an on-site structure, WSP will notify the facility manager and recommend evacuation of the building and notification of the fire department. Following detection of methane in boundary probes during the July 2013 landfill gas monitoring event the on-site structures have been equipped

with continuous explosive gas monitoring devices so this scenario is unlikely. If methane is detected above the LEL in a boundary probe WSP will assist the County in evaluating an appropriate course of action and will re-monitor the probe within 7-days of implementing a remedy. The remedy implementation planning, re-monitoring, or any additional assessment will be performed under the general consulting phase (Phase 300). Should an addendum to the *Landfill Gas Remediation Plan* be deemed necessary WSP will provide scope, schedule, and fees and propose to complete the work under our general consulting phase (Phase 300) or if the proposed fees exceed those remaining in the general consulting phase, WSP will provide the County with a new proposal to complete the work.

### Phase 300: General Consulting Services

As presented above, Phase 300 is proposed to provide a readily available billing phase for time and materials allocated by WSP personnel as directed by Rowan County for potential out-of-scope items specific to this project, but not included in the preceding activity phases. These activities will be performed on an as-needed basis and only after obtaining prior approval from Rowan County. These efforts may include but are not limited to:

- On-site general operational consulting, as requested, including the review of special waste analytical data
- Conduct verification sampling
- Respond to NC DEQ requests for additional information regarding previously submitted ASDs
- Prepare 14-day notifications for groundwater standard exceedances
- Conduct well re-development and/or dedicated pump repair activities
- Complete an ASD, Assessment Monitoring Plan or Landfill Gas Remediation Plan Addendum, etc.
- Other as needed environmental consulting for the County.

## HEALTH, SAFETY, SECURITY, & ENVIRONMENT (HSSE)

WSP will update our site-specific Health and Safety and Environmental Plan (HASEP) prior to completing field work. The HASEP will be consistent with our standards for completing field work at similar facilities in the US, along with the site-specific information or training that may be required by Rowan County. The HASEP will identify known hazards associated with the site conditions and the work to be performed via the use of risk register. Appropriate engineering controls, administrative controls, or personal protective equipment will be utilized to minimize hazards which cannot be eliminated. At a minimum, a job-safety analysis will be performed prior to commencing work or when conditions change, and safety tailgate meetings will be conducted at the beginning of each day before work begins.

## PROPOSED FEES

A summary of the proposed project phase budgets are presented in the table below and detailed breakdowns can be provided upon request. The proposed fees for Phases 100, 101, and 200 will be billed on a lump sum basis. These phases will be invoiced monthly on a percent complete basis. As presented, fees include the standard groundwater and surface water sampling fees and additional budget for the collection and analysis of PFAS samples in accordance with the March 13, 2023 NC DEQ memorandum. Phase 300 will be invoiced on a time-

and-material basis after receiving prior approval from Rowan County. Phase 300 will be invoiced in accordance with the 2023 WSP USA, Inc. rate schedule which has been included as Attachment 1 to this proposal.

As presented, WSP proposes to continue to subcontract Eurofins Raleigh in Cary, NC to perform the required laboratory analyses associated with this project. Note that a standard increase in laboratory analytical fees is included in our proposed fees. This is separate from the additional costs for analytical testing for PFAS compounds. WSP proposes to continue to conduct two (2) of the quarterly landfill gas monitoring events in conjunction with the semi-annual water quality monitoring at the active MSW and closed C&D landfills to reduce the overall number of trips made to the site, reducing cost for the County.

| Phase and Description: | Estimated Fee: |
|---|---|
| **Phases to be invoiced on a lump sum basis:** | |
| Phase 100: Active MSW and Closed C&D Landfill Monitoring and Reporting | $53,800 |
| Phase 101: Closed MSW Landfill Monitoring and Reporting | $10,800 |
| Phase 200: Quarterly Landfill Gas Monitoring and Reporting | $4,225 |
| **Phases to be invoiced on a time and materials basis:** | |
| Phase 300: General Environmental Consulting | $10,000 |
| **Annual Total:** | **$78,825** |

## ASSUMPTIONS AND LIMITATIONS

WSP has prepared this proposal and provided this quotation based on the following assumptions:

- The proposed fees related to water quality monitoring have been prepared with the assumption that the active MSW and monitoring wells MW-17 & MW-19R at the closed C&D landfill will remain in the detection monitoring program during FY 23-24 and no additional assessment monitoring points are added to the monitoring network for the C&D facility.
- As presented, WSP has prepared these estimated fees based on Eurofins increased laboratory analytical fees as quoted on June 2, 2022 date.
- As presented, WSP assumes that two of the quarterly methane monitoring events will be completed in conjunction with the semi-annual water quality monitoring at the active MSW and closed C&D landfills.
- WSP assumes that Rowan County will provide updated site drawings, updated topographic information, etc. in AutoCAD (or compatible) format.
- Fees do not include any additional groundwater assessment activities that may be required for the closed landfill (e.g., additional well installation), nor any significant ASD responses (e.g., field investigations) that may be required for the active MSW and closed C&D landfills

- As presented, WSP has provided a general environmental consulting budget which has been utilized in the past to address out-of-scope items related to other phases of this project. WSP has proposed to continue to utilize this task during the FY 23-24 for items presented in the section above.

## CLOSING

We appreciate this opportunity to continue to serve Rowan County and we look forward to continuing our partnership. The proposed services are a continuation of services covered under the January 7, 2021, submittal sent by Golder in response to the County's December 21, 2020, *Request for Qualifications*. As you are aware, Golder is now a member of WSP. As the resources of Golder have now been fully integrated into WSP, we propose to conduct the services (described in detail above) in accordance with the attached WSP terms and conditions.

To authorize WSP to proceed with these activities, please sign and return a copy of the attached proposal acceptance form. Should you have any questions or require additional information, please address all correspondence to the undersigned or contact these individuals at (336) 852-4903.

Sincerely,

WSP USA Inc.





Darren Cox
*Associate Consultant, Environmental Scientist*

Benjamin Draper, PG, PMP
*Assistant Vice President, Geologist*

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Attachments: 2023 WSP SE EE Rate Schedule
Terms and Conditions
Proposal Acceptance Form

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**Professional Rate Schedule**
**for WSP Earth & Environment**
**US Southeast Region**
**Effective January 1, 2023**

## WSP SOUTHEAST 2023 LABOR RATE SCHEDULE

| Billing Level | Personnel Category | Hourly Rate (U.S.$) |
|---|---|---|
| A-06 | Office Coordinator | $84 |
| A-07 | Project Coordinator | $104 |
| A-08 | Senior Office Coordinator | $121 |
| A-09 | Sr. Administrative Specialist | $145 |
| T-05 | Coordinator, Inspector | $75 |
| T-06 | Coordinator, Technician | $89 |
| T-07 | Senior Coordinator, Technician | $105 |
| T-08 | Specialist, Technician | $125 |
| T-09 | Senior Technician | $145 |
| T-10 | Lead Technician | $160 |
| LD-6 | Coordinator, Technical Engineering Support | $95 |
| LD-7 | Senior Coordinator, Technical Engineering Support | $115 |
| LD-8 | Specialist, Technical Engineering Support | $130 |
| LD-9 | Sr. Technical Engineering Support Specialist | $145 |
| LD-10 | Lead Design Technical Engineering Support Specialist | $160 |
| P-7 | Assistant Consultant, Engineer/Scientist | $100 |
| P-8 | Associate Consultant, Engineer/Scientist | $115 |
| P-9 | Consultant, Engineer/Scientist | $135 |
| P-10 | Senior Consultant, Engineer/Scientist | $150 |
| X-11 | Lead Consultant, Engineer/Scientist | $180 |
| X-12 | Sr. Lead Consultant, Engineer/Scientist | $215 |
| X-13 | Director, Engineer/Scientist | $258 |
| X-14/15 | Senior Director, Engineer/Scientist | $280 |

Invoices from WSP Earth & Environment include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for professional services related to expert testimony, including time spent in depositions and the preparation and presentation of testimony, are available upon request.

Unless otherwise specified, other direct costs, including materials, expenses will be invoiced at cost plus a general and administrative fee of 15%, and subcontractor costs will be invoiced at cost plus a general administrative fee of 10%.

Final document and drawings printing and copying will be billed at the following rates:

| SERVICE | RATE |
|---|---|
| Photocopies | $0.10/page |
| Plotter | $0.55/sq.ft. |

Rates for laboratory services and use of equipment owned by WSP will be provided upon request.

# TERMS AND CONDITIONS
# (EARTH AND ENVIRONMENT)

## 1. STANDARD OF CARE

Services performed by CONSULTANT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals practicing contemporaneously, under similar conditions, in the same locality, subject to the time limits and financial, physical, or other constraints applicable to the Services. No warranty, express or implied is made.

## 2. INVOICES AND PAYMENT TERMS

A. Unless otherwise specified in any proposal, CONSULTANT will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify CONSULTANT within ten (10) days of receiving an invoice of any dispute with the invoice and the parties shall promptly resolve any disputed items. If notice is not received within (10) days of receiving the invoice, the invoice is deemed to be correct, and CLIENT shall pay CONSULTANT the full sum according to the invoice. Full payment is due prior to delivery of CONSULTANT'S final deliverable. All monies due to CONSULTANT shall be paid in US $ (Dollars) unless specifically detailed otherwise. CLIENT shall pay all conveyance, transfer and recording fees and taxes, if any, imposed on any transfer of, or construction, on property contemplated by this Agreement. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month (18% per annum) compounded daily, or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then CONSULTANT shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. CLIENT will pay all reasonable demobilization and other suspension or termination costs. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by CONSULTANT in pursuit of past due payments.

B. Where the cost estimate for the Services is "not to exceed" a specified sum, CONSULTANT shall notify CLIENT before each limit is exceeded, and shall not continue to provide Services beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

C. If CONSULTANT is required by the CLIENT to provide additional services outside the scope of the Services set out in the proposal, the CLIENT shall make payment according to the hourly rates and sums set out in the proposal.

D. Support for depositions, response to Subpoenas, legal or regulatory proceedings, and expert testimony shall be charged at 150% of the labor rates set forth in the proposal.

## 3. CHANGES

CLIENT and CONSULTANT recognize that it may be necessary to modify the scope of Services, schedule, and/or cost estimate proposed in this Agreement. to the extent such modifications change the Services, schedule, and/or the cost, the parties shall mutually agree upon equitable adjustment as appropriate under the circumstances. CONSULTANT shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. CONSULTANT shall prepare a change order request outlining the changes to the scope, schedule, and/or cost. CLIENT has a duty to promptly consider the change order request and advise CONSULTANT in a timely manner in writing on how to proceed. If, after a good faith effort by CONSULTANT to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the CLIENT, then CONSULTANT shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the CLIENT.

## 4. SCHEDULE

CONSULTANT agrees to exercise diligence in the performance of its services consistent with the agreed upon project schedule, subject to the exercise of the generally accepted standard of care for performance of such services, as stated in Article 1, Standard of Care.

## 5. DELAYS AND FORCE MAJEURE

A. If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or differing site conditions are encountered, Services under this Agreement may be delayed. The schedule and contract completion date shall be extended accordingly, and CLIENT shall pay CONSULTANT for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays. CLIENT shall not hold CONSULTANT responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, site conditions or conditions related to unrevealed hazardous materials which prevent or inhibit performance of Services.

B. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as governmental authorities, regulatory agencies, civil or labor unrest, epidemics or pandemics, acts of God, nature, or terror, disruptions of the Internet, electronic telecommunications or hosting services or any other events that are beyond the reasonable control of the parties. In the event of any such delays, then the party whose performance is delayed or impaired by such condition shall give prompt written notice to the other party as to the nature and anticipated extent of the delay or impairment.

C. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

## 6. INDEPENDENT JUDGMENTS OF CLIENT

If the Services include the collection of samples and data, then CONSULTANT'S obligation to perform those Services is subject to CLIENT's assumption of all Subsurface Risks (such risks being more fully described in Article 12, Subsurface Risks). CONSULTANT will not be responsible for the independent conclusions, interpretations, interpolations or decisions of CLIENT, or others, relating to the Services. Under no circumstances do CONSULTANT'S Services include making any recommendation or giving any advice as to whether CLIENT should or should not proceed with any transaction regarding any site related to the Services. CLIENT assumes all responsibility and risk associated with decisions it makes based on the Services.

## 7. INDEMNIFICATION

A. To the maximum extent allowed by law, CONSULTANT agrees to indemnify, but not defend, CLIENT and its officers, directors, and employees from and against all claims, damages, losses, or expenses arising from personal injury, death, or damage to third-party property, and for reimbursement of defense costs, to the extent that all such claims, damages, losses, expenses, or costs are finally determined to be proximately caused by CONSULTANT'S negligence. Such indemnification, as limited by Article 7, Limitation of Liability, shall be CLIENT's sole and exclusive remedy against CONSULTANT.

B. To the maximum extent allowed by law, CLIENT shall, at all times, defend, indemnify and save harmless CONSULTANT and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees, and court and arbitration costs), arising out of or resulting from the Services of CONSULTANT, including but not limited to claims made by third parties, or any claims against CONSULTANT arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors or others. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict liability of CONSULTANT. Such indemnification shall not apply to the extent that such claims, damages, losses, or expenses are finally determined to be proximately caused by CONSULTANT'S negligence.

## 8. LIMITATION OF LIABILITY

A. CLIENT shall immediately notify CONSULTANT in writing of any deficiencies or suspected deficiencies arising directly or indirectly from CONSULTANT'S negligent acts, errors, or omissions. Failure by CLIENT to notify CONSULTANT shall relieve CONSULTANT of any further responsibility and liability for such deficiencies. To the extent permitted by law, CLIENT and CONSULTANT agree that all liability arising directly or indirectly from this Agreement or the Services of CONSULTANT shall

expire no later than one (1) year from the date of CONSULTANT'S acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.

B. CLIENT agrees to limit the liability of CONSULTANT, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("CONSULTANT Group") to CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from CONSULTANT'S acts, negligence, errors or omissions, such that the total aggregate liability of the CONSULTANT Group to all those named shall not exceed Fifty Thousand Dollars ($50,000) or CONSULTANT'S total fee for the Services rendered under this Agreement, whichever is greater.

C. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential, or punitive damages.

## 9. INSURANCE

A. CONSULTANT maintains insurance coverage with the following limits:

(i) Workers' Compensation in compliance with statutory limits

(ii) Automobile Liability

| | |
|---|---|
| Combined Single Limit | $5,000,000 |

(iii) Commercial General Liability:

| | |
|---|---|
| Each Occurrence | $3,500,000 |
| General Aggregate | $7,500,000 |

(iv) Professional Liability Insurance

| | |
|---|---|
| Any One Claim | $1,000,000 |
| Policy Aggregate | $3,000,000 |

B. CLIENT shall not require CONSULTANT to sign any document or perform any Service which in the judgment of CONSULTANT would risk the availability or increase the cost of its Professional or Commercial General Liability insurance.

## 10. PROFESSIONAL WORK PRODUCT

A. The Services provided by CONSULTANT are intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by CONSULTANT are considered its professional work product (the "Documents"). CONSULTANT retains all rights to the Documents.

B. CLIENT understands and acknowledges that the Documents are not intended or represented by CONSULTANT to be suitable for reuse by any party, including, but not limited to, the CLIENT, its employees, agents, subcontractors, or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT's or otherwise, without CONSULTANT'S prior written permission. CLIENT agrees that any reuse unauthorized by CONSULTANT will be at CLIENT's sole risk and that CLIENT will defend, indemnify, and hold CONSULTANT harmless from any loss or liability resulting from the reuse, misuse, or negligent use of the Documents.

## 11. DATA AND INFORMATION

A. **Project Information.** Before the commencement of Services by CONSULTANT or its subcontractors, and continuing thereafter, CLIENT shall immediately notify CONSULTANT of any known or potential health or safety hazards, hazardous substances or conditions existing on or near the project site. Furthermore, CLIENT shall promptly provide CONSULTANT with all relevant, reports data, studies, plans, specifications, documents, and information in its possession relating to the site history, to the project, and to the environmental, geologic, and geotechnical surface and subsurface conditions of the site and surrounding areas ("Project Information") or any other information related to the project that CONSULTANT may reasonably request. CONSULTANT shall be entitled to rely upon the Project Information provided by CLIENT or others and CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim

against CONSULTANT, and agrees to defend, indemnify, and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from incomplete Project Information, errors, omissions, or inaccuracies in the Project Information. CONSULTANT will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on CONSULTANT'S data, interpretations, or recommendations.

B. **Personal Information**. Each Party shall at all times comply with the requirements of applicable personal privacy legislation with respect to the collection, use and disclosure of personal information in connection with this Agreement. Client warrants that any such personal information (including personally identifiable information) was processed in compliance with all applicable laws.

## 12. RIGHT OF ENTRY

CLIENT will provide for the right of entry for CONSULTANT, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site, CLIENT shall obtain permission and execute any required documents for CONSULTANT to enter the site and perform Services. It is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

## 13. SUBSURFACE RISKS

A. Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical, hydrogeological, and other conditions that CONSULTANT interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.

B. Subsurface sampling may result in damage or injury to underground structures or utilities and unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, a geologic formation, the groundwater, or other hydrous body. CONSULTANT will adhere to the standard of care during the conduct of any subsurface investigation. When the Services include subsurface sampling, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify, and hold CONSULTANT harmless from any claim or liability for injury, loss, or expense (including but not limited to legal fees) which may arise as a result of alleged or actual cross-contamination caused by any subsurface investigation or any damage or injury to underground structure, formation, body, or utilities.

## 14. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

A. All samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. Uncontaminated soil and rock samples or other specimens maybe disposed of thirty (30) days after submission of the work product due pursuant to the Proposal. Upon written request, CONSULTANT will store uncontaminated samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.

B. All contaminated samples and materials (containing or potentially containing hazardous constituents), including, but not limited to soil cuttings, contaminated purge water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to assist CLIENT with proper disposal of such equipment, materials and samples may be made at CLIENT's direction and expense unless otherwise specified in a separate Agreement or addendum to this Agreement. In such event, CLIENT agrees to have a representative available to sign all certifications, manifests, and other documents reasonably required by CONSULTANT and associated with the transportation, treatment and disposal, or handling of hazardous substances, waste, or materials from the project property site, and derived from CONSULTANT'S performance of the Services, including investigation derived wastes. If such CLIENT representative is unavailable and CONSULTANT is required to execute any such documents on CLIENT's behalf, CLIENT acknowledges that CONSULTANT shall be acting only as offeror or agent on behalf of CLIENT. It is understood and agreed that CONSULTANT is not, and has no responsibility as, a handler,

generator, operator, treater, storer, arranger, transporter, or disposer of hazardous substances, waste or materials found or identified at or around the project site property. CLIENT agrees to waive any claim against CONSULTANT and to defend, indemnify and hold CONSULTANT harmless from and against any claims, losses, damages, expenses (including, but not limited to, legal fees), and liabilities of any type arising out of the discovery and disposal of any alleged or actual hazardous substances, wastes or materials found or identified at or around the project site property.

**15. CONTROL OF WORK AND JOB-SITE SAFETY**

A. CONSULTANT shall be responsible only for its activities and that of its employees and subcontractors. CONSULTANT'S Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of Services hereunder. CONSULTANT will not direct, supervise or control the work of other consultants and contractors or their subcontractors. CONSULTANT does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier, or other entities furnishing materials or performing any work on the project.

B. Insofar as job site safety is concerned, CONSULTANT is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. CONSULTANT shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subcontractors, shall be construed to imply that CONSULTANT controls the operations of others or has any responsibility for job site safety.

**16. PUBLIC RESPONSIBILITY**

CLIENT has a duty to comply with applicable codes, standards, regulations, and ordinances, with regard to public health and safety. While CONSULTANT performs the Services, it will endeavor to alert CLIENT to any matter of which CONSULTANT becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which CONSULTANT believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise comply with applicable codes, standards, regulations, or ordinances. If CLIENT decides to disregard CONSULTANT'S recommendations in these respects, (i) CONSULTANT shall determine in its sole judgment if it has a duty to notify public officials, and (ii) CONSULTANT has the right immediately to terminate this Agreement upon written notice to the CLIENT and without penalty. In states where there is a legal obligation for a licensed professional (employed by CONSULTANT or CONSULTANT as a company) to report an observed release of a hazardous material or petroleum product to the environment, an imminent threat to human health or the environment, or other incident (as defined by applicable law) to a regulatory agency, CONSULTANT shall make reasonable efforts to first notify the CLIENT and its Counsel regarding the nature and timing of the required notification, but in any case will comply with the applicable legal requirements with regard to reporting.

**17. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS**

A. Prior to commencing the Services and as required by Article 10, Data and Information, CLIENT shall furnish to CONSULTANT all documents and information known to CLIENT that relate to past or existing conditions of the site and surrounding area, including the identity, location, quantity, nature, or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. CONSULTANT may rely on such information and documents. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed CONSULTANT.

B. CLIENT acknowledges that if unanticipated hazardous materials or suspected hazardous materials are discovered on the project site property or on properties surrounding or adjacent to such site, it is CLIENT's responsibility, and not CONSULTANT'S, to inform the owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against CONSULTANT and agrees to defend, indemnify, and hold harmless CONSULTANT from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on the project property site or on surrounding property, whether or not owned by CLIENT. CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which CONSULTANT shall be fairly compensated.

## 18. TERMINATION

Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, CONSULTANT shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. CONSULTANT may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CONSULTANT in completing such analyses, records, and reports.

## 19. DISPUTES

A. **Dispute Resolution by Senior Management**. Any controversy, claim, or disagreement arising out of or relating to this Agreement shall be referred to senior management of each Party for a resolution. If the senior management is able to resolve the dispute, such resolution shall be binding on the Parties. In the event the senior management is unable to resolve the dispute within thirty (30) business days (or such other period as the Parties may agree upon) of referral, each Party shall have the right to pursue any other rights or remedies that may be available at law or equity, subject to this Article.

B. **Litigation**. This Agreement shall be deemed to be a contract made under the laws of the state of New York, and for all purposes shall be construed in accordance with the laws thereof. Client agrees that any and all disputes between the parties under or relating to the terms and conditions of this Agreement shall be fully and completely adjudicated in any federal or state court located in the state of New York and Client completely and entirely waives any and all jurisdictional defenses it may have now or in the future to the jurisdictional reach of such courts.

C. **Attorneys' Fees and Costs.** In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim. The term "prevailing party" shall be defined as the party that recovers at least fifty percent (50%) of the amount of its claim as identified on the first day of any trial. Conversely, any party defending a claim shall be determined the "prevailing party" if the party asserting a claim fails to recover at least fifty percent (50%) of the amount of its claim as identified on the first day of any trial.

## 20. INTELLECTUAL PROPERTY

A. If the Services require CONSULTANT to provide CLIENT with the right to use or access proprietary CONSULTANT software, programs, information management solutions, hosting services, technology, designs, information, or data ("CONSULTANT Products"), CONSULTANT grants CLIENT during the term of the project a non-exclusive, non-transferable, non-assignable license to use the CONSULTANT Products for CLIENT's internal purposes, solely in connection with the Services. Except for this limited license, CONSULTANT expressly reserves all other rights in and to the CONSULTANT Products.

B. CONSULTANT'S Right to Use CLIENT Materials - If the Services require CLIENT to provide CONSULTANT with the right to use or access proprietary CLIENT software, programs, technology, information, or data ("CLIENT Products"), CLIENT grants CONSULTANT a perpetual, non-exclusive, non-transferable, non-assignable, royalty free world-wide license to use and access the CLIENT Product as necessary to provide CLIENT with Services.

C. Intellectual Property General - CONSULTANT shall own all Intellectual Property (as hereinafter defined) associated with the Services and the CONSULTANT Products, together with any modifications, updates, or enhancements to said Intellectual Property. CONSULTANT grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to CONSULTANT any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in CLIENT. "Intellectual Property" includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights or other rights of authorship and applications to protect or register the same, trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. CONSULTANT may use and publish the CLIENT's name

and give a general description of the Services rendered by CONSULTANT for the purpose of informing other clients and potential clients of CONSULTANT'S experience and qualifications.

D. CONSULTANT shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others; provided, however, reasonable efforts of CONSULTANT shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If CONSULTANT performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss, or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

## 21. INFORMATION MANAGEMENT

Some CONSULTANT Products may be offered to CLIENT via the Internet and some CONSULTANT Products may utilize wireless radio communications. Atmospheric, meteorological, topographical, and other conditions can affect the performance of any wireless device, software, or technology (including, but not limited to information management solutions, hosting services, ftp, and extranet services), just as application size, traffic, bottlenecks, and other conditions can affect Internet access and upload and download speeds. CLIENT acknowledges that these types of conditions and other similar conditions are beyond the reasonable control of CONSULTANT and that CONSULTANT makes no representations or guarantees that CLIENT will be able to access any particular CONSULTANT Product at any given time without any error or interruption.

## 22. MISCELLANEOUS

A. This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver, or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.

B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

C. CLIENT acknowledges and agrees that CONSULTANT can retain subconsultants, who may be affiliated with CONSULTANT, to provide Services for the benefit of CONSULTANT. CONSULTANT will be responsible to CLIENT for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 7 Limitation of Liability. CLIENT agrees that it will only assert claims against and seek to recover losses, damages, or other liabilities from CONSULTANT and not CONSULTANT'S affiliated companies.

D. No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.

E. All representations and obligations (including without limitation the obligation of CLIENT to indemnify CONSULTANT in Article 6 and the Limitation of Liability in Article 7) shall survive indefinitely the termination of the Agreement. CLIENT acknowledges that it may not use CONSULTANT'S name or any reference to the Services in any press release or public document without the express, written consent of CONSULTANT.

F. Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.

G. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of New York unless the law of another jurisdiction must apply for this Agreement to be enforceable.

H. All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via facsimile machine, e-mail, regular mail, hand delivery or express courier addressed to CLIENT or CONSULTANT, as the case may be, at the addressee set forth in the Proposal Acceptance Form in regard to the CLIENT, and as listed on the Proposal in regard to CONSULTANT, with postage thereon fully prepaid if sent by mail or express courier.

I. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any resulting Work Order, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system, to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties hereby waive any objection to the contrary.

J. CLIENT represents and warrants that the individual signing this Agreement is an authorized representative of CLIENT and has authority to bind the CLIENT.

REV: 03/01/2022

# PROPOSAL ACCEPTANCE FORM - TERMS AND CONDITIONS (EARTH AND ENVIRONMENT)

PROPOSAL NUMBER: 202312106

RE: Proposal For Professional Environmental Consulting Services for the 2023-24 Fiscal Year

SUBMITTED this 28th day of June, 2023.

BY: Helen P. Corley, LG,
for CONSULTANT, defined as: WSP USA Inc.

The Proposal dated June 28, 2023, attached hereto and WSP USA Inc. Terms and Conditions (dated 03/01/2022), comprise the entire agreement between WSP USA Inc. and Client.

ACCEPTED this _____ day of _____, 20____.

BY: _____
(Authorized Representative's Signature on Behalf of **Client**)

NAME: (Print or Type) Mr. Craig Powers

TITLE: (Print or Type) Director Engineering and Environmental Services

FOR: Client Name and Address (Print or Type)

Rowan County Department of Environmental Management
1102 N. Long Street Extension, East Spencer, North Carolina 28039

Phone:_____ Fax:_____ E-mail:_____

| **Please address invoices to:** | **Please address deliverables and notices to:** |
|---|---|
| | |
| | |
| | |
| | |
| ATTN: | ATTN: |

BY:

_____
(Authorized Representative's Signature on Behalf of WSP USA Inc.

NAME: (Print or Type) _____

TITLE: (Print or Type) _____

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Purchasing Director & Aaron Church, County Manager |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Lease Agreement - Rowan County Agricultural & Industrial Fair Association - Parking Lease FY24 |

---

Rowan County entered into a lease agreement with the Rowan County Agricultural & Industrial Fair Association February 6, 2017 for approximately five (5) acres of the southwest corner of the Parent Tract, Parcel 89. The County would like to offer a new parking lease agreement for Parcel's #402-048 & 402-090 for event parking for up to 100 Vehicles.

The Lease shall begin on the 1st day of July 2023 and shall continue for one (1) year. Said Lease may be terminated for convenience by either party upon giving one hundred and eighty (180) days written notice to the other party.

Attached are the unsigned lease agreement and the Tax Map of listed parcel's.

Board of Commissioners to authorize County Manager to approve the lease agreement for event parking with Rowan County Agricultural & Industrial Fair Association.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Lease | 7/10/2023 | Cover Memo |
| Exhibit A | 7/10/2023 | Cover Memo |

NORTH CAROLINA

ROWAN COUNTY

# ROWAN COUNTY PARKING AREA LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into this the 1st day of July, 2023, by and between Rowan County, a body politic hereinafter called "County" and The Rowan County Agricultural and Industrial Fair Association, Incorporated hereinafter called "Association".

WITNESSETH:

That the County does hereby agree and let unto the Association that certain tract or parcel of land described as follows:

See Exhibit A attached hereto for description of Leased Area consisting of approximately 1.000 acre of land.

The County does hereby agree to allow the Association usage of that portion of Parcel #402-048 and 402-090 for event parking for up to 100 Vehicles.

Now, therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and the promises and covenants contained herein, the County and Association agree as follows:

1. That this LEASE shall begin on the 1st day of July 2023 and shall continue for one (1) year. Said LEASE may be terminated for convenience by either party upon giving ninety (90) days written notice to the other party.

2. That the Association shall limit and restrict the use of said premises to a parking area in conjunction with its operation of the Rowan County Fair and other events under its control, and County shall do nothing to obstruct the passage of automobiles to and from said premises for the purpose of using said premises as a parking lot.

3. That Association shall not sublease or assign its rights hereunder without approval of County.

4. Insurance. During this Agreement's term, the Provider shall maintain insurance as required by North Carolina law. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

    - General commercial liability in the amount of $500,000 per occurrence / $1,000,000 aggregate **with County listed as additional insured.**

5. Association shall maintain, at its sole cost and expense, the access road and the Leased Area in good working condition at all times.

6. The execution and delivery of this Lease Agreement has been duly approved by each party according to its bylaws or statutory requirements.

7. Association shall and hereby agrees to indemnify and save the County harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity, arising from the operation or management of the agreed upon Area

during the Lease Term, including any arising from: (a) any condition of the Property; or (b) any negligent act of the Association or of any of its agents, contractors or employees or any violation of law by the Association or breach of any covenant or warranty by the Association under this Lease. The Association shall, upon notice from the County, defend or pay the cost of defending the County, as the case may be, in any action or proceeding brought in connection with any claims arising out of circumstances described in (a) or (b) above.

8. The following shall be "Events of Default" under this Lease and the term "Default" shall mean, whenever it is used in this Lease, any one or more of the following events:

    a. The Association' failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period after written notice specifying such failure and requesting that it be remedied shall have been given to the Association by the County, unless the County shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, or the County shall unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Association within the applicable period and diligently pursued until such failure is corrected; and further provided, that if by reason of Force Majeure the Association is unable in whole or in part to carry out any of its agreements contained herein, the Association shall not be deemed in default during the continuance of such event or occurrence.

    b. The dissolution or liquidation of the Association or the voluntary initiation by the Association of any proceeding under any federal or State law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief.

9. If the Association shall default under any Lease provision and County shall employ attorneys or incur other expenses for the collection of any payments due under this Lease, or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained in this Lease, the Association agrees that, to the extent permitted by law, it shall pay on demand therefor to the Association, as the case may be, the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

10. If any provision of this Lease, other than the requirement of the County to provide quiet enjoyment of the Property, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12. The Association intend that this Lease shall be governed by and construed in accordance with State law.

Executed the day and year first above written.

**ROWAN COUNTY, NORTH CAROLINA**

**ATTEST**

Witness

Aaron Church, County Manager

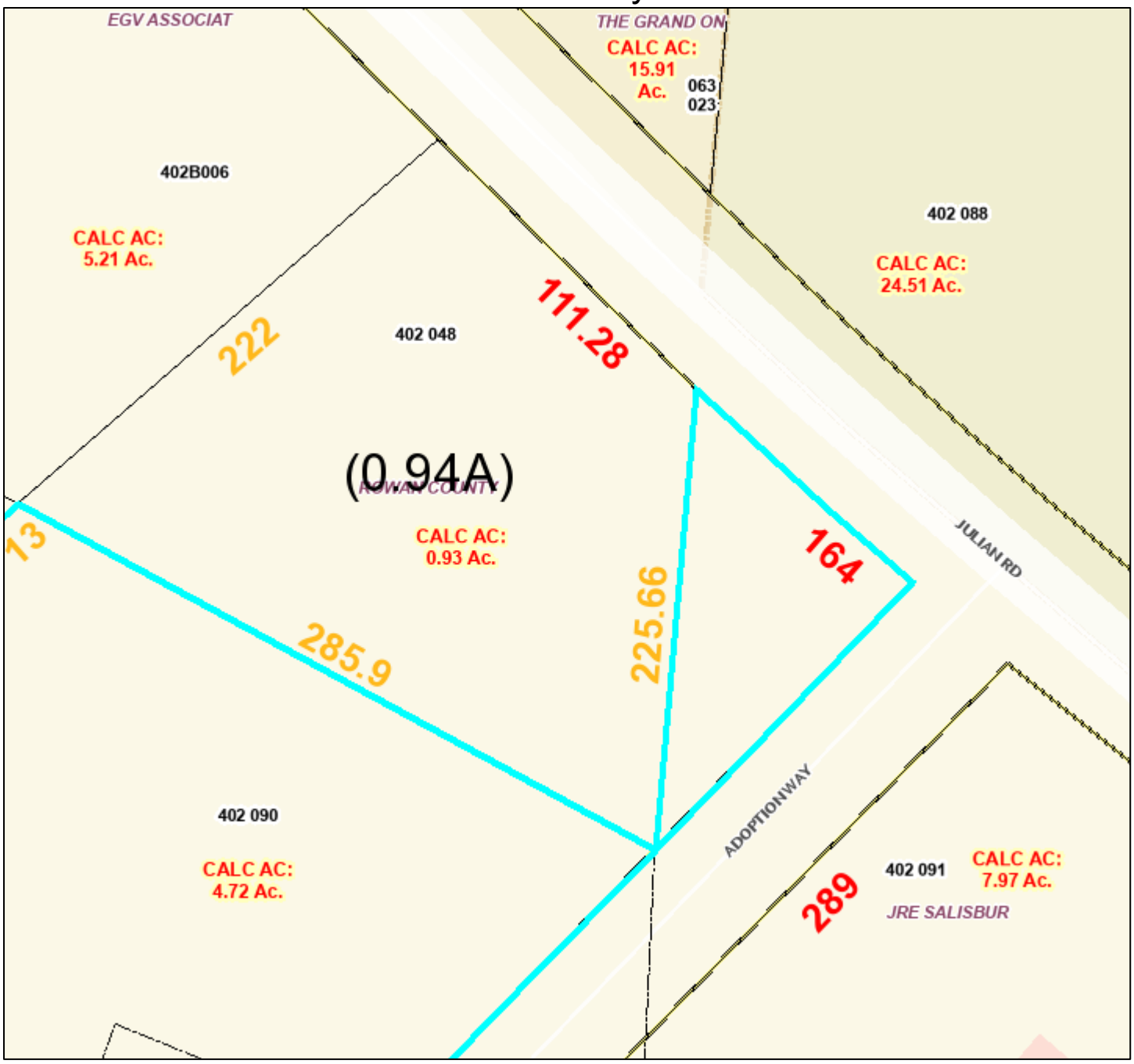
**THE ROWAN COUNTY AGRICULTURAL AND INDUSTRIAL FAIR ASSOCIATION, INCORPORATED**

President

EXHIBIT A

GIS LEGAL DESCRIPTION OF LEASED AREA

# Rowan County GIS




PARCEL ID: 402 090
Owner Name:
ROWAN COUNTY

Mailing Address:
130 W INNES ST

CSZ

Property Address:
160 ADOPTION WAY

Tax District Code: 112
Tax District: S SALISBURY
Land FMV: $176,640
Land LUV: $0
IMP FMV: $2,193,093
Total Value: 2369733
Deed Ref: 231/7/2014
Date Sold: 1/1/2014
Sale Amt: $0
Legal Description:
PTR-A1 4.60AC

1:720
0 30 60 120 Feet
0 5 10 20 Meters
July 3, 2023

ROWAN COUNTY
NORTH CAROLINA
Be an original.

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Purchasing Director & Valerie Steele; Airport Director |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Award Mid-Carolina Regional Airport Food Lion Hangar Generator - The Krydon Group |

---

Rowan County worked with The Wilson Group to create a schematic for the generator addition to the RUQ Hangar Bldg. 1. One (1) bid response was recevied after a re-bid on May 11, 2023. The County would like to award the bid to The Krydon Group, who submitted the only base bid in the amount of $186,000.00.

The County is covering $135,650.00 with approved funds, the remaining amount and any change orders shall be paid by Food Lion.

Attached are the bid response from The Krydon Group, and the unsigned contract.

Board of Commissiooners to award the bid to The Krydon Group and authorize the County Manager to approve the contract with The Krydon Group, not to exceed $186,000.00.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Bid Documents | 7/5/2023 | Cover Memo |
| Contract | 7/5/2023 | Cover Memo |

# REQUEST FOR BIDS

# FOR

# ROWAN COUNTY

## Mid-Carolina Airport
## Food Lion Hangar Generator
## # 2023-024

**ROWAN COUNTY**
130 West Innes Street
Salisbury, NC 28144
704-216-8178

jody.farrow-bennett@rowancountync.gov

Date Issued: Thursday April 13, 2023

Date Due: Thursday, May 11, 2023, at 1:00 PM ET

Administered By: Jody Farrow-Bennett, Purchasing Director

# NOTICE TO CONTRACTORS

## REQUEST FOR BID

## MID-CAROLINA AIRPORT – FOOD LION HANGAR GENERATOR

Rowan County is requesting bids to provide the necessary materials, labor, equipment, and supervision to install a new generator at the Mid-Carolina Airport – Food Lion Hangar. All bids submitted must meet or exceed the time frame and the product/service specifications as outlined in this Request for Bid (RFB).

**Bids for the Rowan County Mid-Carolina Airport – Food Lion Hangar Generator will be accepted until May 11, 2023, at 1:00 PM ET** at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Request documents may be obtained by contacting the Rowan County Purchasing Director or from the County website at:

Rowan County Purchasing Department
Attn: Jody Farrow-Bennett, Purchasing Director
130 West Innes Street, Suite 31
Salisbury, NC 28144
704-216-8178
jody.farrow-bennett@rowancountync.gov
https://www.rowancountync.gov/675/Purchasing

Submission of any bid signifies the Contractor's agreement that their bid and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between Rowan County and the successful Contractor. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

Rowan County will require proof of coverage as outlined in the requirements be submitted with all bids. Awarded vendor will be required to list Rowan County as an additional insured on coverage.

Once the RFB is public all questions related to the RFB shall be directed to the Purchasing Director. Any contact related to the RFB with County Staff and/or Board of Commissioners will be prohibited and cause for rejection.

There is an optional pre-bid meeting for this project. The meeting will be held at the Mid-Carolina Airport at 3670 Airport Loop, Salisbury, NC 28147 on Thursday, April 20, 2023, at 1:00 PM ET.

Rowan County reserves the right to award and/or reject any and/or all bids and waive any technicalities or irregularities. For complete details, consult the consult the RFB.

This is the 13TH day of April 2023.

Rowan County

J. M. Farrow-Bennett

By: Jody Farrow-Bennett
Rowan County Director of Purchasing
and Contract Administration

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# 1. Section 1: Introduction & General Instructions

## 1.1. Intent of Request for Bids

The purpose and intent of this Request for Bid (RFB) is to contract out a complete project of purchasing/installing a generator system at the Rowan County Mid-Carolina Airport – Food Lion Hangar. The Bidder must be a licensed general contract in North Carolina. The following documents make up this Request for Bids:

a. This Document
b. Scope of Work
c. Bidder Information Sheet
d. Bid Response Form

## 1.2. Important Dates

| | |
|---|---|
| 1.2.1. Issue Date: | Thursday, April 13, 2023 |
| 1.2.2. Pre-Bid Meeting Date: | Thursday, April 20, 2023, at 1:00 PM ET |
| 1.2.3. Deadline for written questions: | Friday, April 28, 2023, at 5:00 PM ET |
| 1.2.4. Deadline for Submitting Bids: | Thursday, May 11, 2023, at 1:00 PM ET |

## 1.3. Pre-Bid Meeting

There is an optional pre-bid meeting for this project. Bidders interested in visiting the sites should be present at the pre-bid meeting at the time and date listed above. The meeting will be held at the Rowan County Mid-Carolina Airport at 3670 Airport Loop, Salisbury, NC 28147. Questions about the specifications and or bid documents should be addressed to Jody Farrow-Bennett the Rowan County Purchasing Director. A company representative is highly encouraged to be present at this meeting in order to offer a bid on the project.

For this meeting we have provided a virtual option as well through Microsoft Teams.
Meeting ID: 228 625 982 559
Passcode: rb77UX

# 2. Section 2: Bid Submission

## 2.1. Submission of Bids

Bids must be presented on the Bid Response Form attached to the specifications in a sealed envelope and mailed or delivered to:

Rowan County Purchasing Department
Attn: Purchasing Department
130 West Innes Street, Suite 31
Salisbury, NC 28144

The package shall be sealed and plainly marked **"RFB 2023-024 Mid-Carolina Airport – Food Lion Hangar Generator"**.

Bidders must submit one original sealed bid.

No responsibility shall be attached to Rowan County (the County) for the premature opening of any bid not properly addressed or identified.

This will be a public bid opening. Once bid is awarded all bidders will receive notification.

Sealed Bids are due on Thursday, May 11, 2023, at 1:00 PM ET, the bid opening will be held in the J. Newton Cohen, Sr. Administration Building at 130 West Innes Street, Room 101, Salisbury, North Carolina. Failure to submit a Bid by this deadline will disqualify the Bidder from consideration in this project.

## 2.2. Request for Clarification

The County will not be bound by or be responsible for any interpretations or conclusions drawn from this RFB. All questions, requests for clarification, or additional information must be submitted in writing no later than 5:00 pm on Friday, April 28, 2023. These written questions or requests must be submitted to Jody Farrow-Bennett, Purchasing Director, by mail or e-mail. Any questions the County feels are pertinent to all interested bidders will be delivered to all participating bidders as an addendum to this RFB. All addendums will be posted on the County website https://www.rowancountync.gov/675/Purchasing and it is the responsibility of the Bidder to check for any addendums. The addenda for clarification will be posted by 5pm Monday, May 1, 2023.

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFB, or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation, or conclusions of this RFB or any documents provided by the County, other than those given in writing by the County, through the issuance of an addenda. It is the full responsibility of the Bidder to thoroughly investigate the needs/requirements of the County not necessarily assumed in this RFB.

## 2.3. Errors and Omissions

The Bidder shall not take advantage of any errors or omissions in this RFB and shall promptly notify the County of any omissions or errors found in this document.

## 2.4. Signed Bid Considered an Offer

Receipt of a signed bid shall be considered an offer on the part of the Bidder. The terms, conditions, and specifications of this RFB will become part of the contract if the bid shall be deemed approved and accepted by the County. In the event of a default on the part of the Bidder after acceptance by the County, the County may take such action as it deems appropriate, including legal action for damages or specific performance.

## 2.5. Insurance Coverage

The Bidder shall not commence work under this contract until all insurance required under this section has been obtained. The Bidder shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the Bidder agrees that once awarded and during the term of this contract, the Bidder, at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Bidder shall provide and maintain the following coverage and limits:

### 2.5.1. WORKER'S COMPENSATION

Worker's compensation insurance as required by North Carolina law to cover all the Provider's employees engaged in any work under the Agreement. Workers' Compensation in the minimum amount of $500,000 employer's liability. A Certificate of Insurance shall be issued confirming the above coverage. The Certificate must include a clause obligating the Insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

### 2.5.2. COMPREHENSIVE GENERAL LIABILITY

The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than $500,000 per occurrence / $1,000,000 aggregate. This Certificate must also include a clause obligating the insurer to give thirty

(30) days prior notice in the event of cancellation of or major change in the insurance and **name the County as an additional insured**.

This coverage must include:

1. Blanket contractual coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that the contractor is insured, and it must be signed by the insurance company, not the agent or broker.
2. Contractor's protective coverage for his subcontractors.

2.5.3. **COMPREHENSIVE AUTOMOBILE LIABILITY**

The Contractor shall maintain Comprehensive Automobile Liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be $1,000,000 for bodily injury and property damage; and $1,000,000 uninsured/underinsured motorist coverage. A Certificate of Insurance shall be issued confirming this coverage. The Certificate must include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance. Any exceptions must be agreed upon by the County.

### 2.6. Conflict of Interest

All Bidders must disclose in writing with their bid the name of any owner, officer, director, or agent who is also an employee of the County. All Bidders must also disclose in writing with their bid the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or subsidiaries. By submitting a bid, the Bidder certifies that there is no relationship between the Bidder and any person or entity which is, or gives the appearance of, a conflict of interest related to this RFB or project.

## 3. Section 3: Evaluation of Bids

### 3.1. Award Criteria

The County will award based on the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

### 3.2. Liquidated Damages

Liquidated Damages shall be assessed and levied against each Prime Contractor not attaining substantial completion of the contractual work in the amount of time indicated in their response. The damage amount applicable to each Contractor shall be as listed below and shall begin the day following the scheduled date of substantial completion (plus any written, approved extensions) and continue until final acceptance is obtained.

Each day following the intended substantial completion date for work not found substantially complete will be subject to damage assessment at the following rate:

$150.00 per calendar day

### 3.3. Pricing

Submission of any bid signifies the Bidder's agreement that its bid and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County and the successful Bidder. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

### 3.4. Required Information

The following information must be included in the bid:

3.4.1. Applicable licensure with North Carolina. (Bidder Information Sheet)
3.4.2. Warranty on above goods and services. (Bid Response Form)
3.4.3. Bids to be in the form of a proposed contract signed by the bidder. (Bid Response Form)
3.4.4. Include Cost plus 5% Contingency. (Bid Response Form)
3.4.5. Proposed days to complete (Bid Response Form)

## 4. Section 4: Agreement & General Conditions

### 4.1. Timeline to Execute Contract

As time is of the essence, the Bidder is required to begin and/or commence the work to be performed under this contract within the time specified on the Bid Form. Failure by the Bidder to begin and/or complete the work within the contract time shall be assessed a penalty for each day of overrun. The Bidder hereby agrees to execute this contract and that said charges are considered a just and reasonable compensation to the County and said charges shall be deducted from payment.

### 4.2. Availability of Funds

A contract for this project will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this RFB.

### 4.3. Non-Discrimination

The Bidder shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin, or disability.

### 4.4. Collusive Bidding

The Bidder's signature on the Bid Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Bidder(s) and without effort to preclude the County from obtaining the lowest possible competitive price.

### 4.5. General Indemnity

The Bidder shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Bidder (including its officers, agents and employees) in the performance or intended performance of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Bidder. As an integral part of this contract, the Bidder agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

### 4.6. Warranty

The Contractors products are guaranteed to be free from defects in material and/or workmanship and to perform as advertised when properly used and maintained in accordance with written instructions. Goods and Services furnished as a result of this Agreement, whether manufactured or fabricated by Vendor or a third party, shall (a) be new; (b) be first quality; (c) strictly conform to the specifications and samples; and (d) be free from defects in materials and workmanship. Vendor shall be required to promptly replace Goods and Services, after receiving

notification from the County of defects or nonconformance. A one-year (365 days) unconditional warranty shall be in effect on materials and workmanship.

## 4.7. Assignment

The successful Bidder shall be the prime Contractor and shall be solely responsible for all contractual performance. The Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the County, or its rights, title, or interests herein, or its power to execute such agreement, to any other person, company or corporation without the previous written consent and approval of the County.

## 4.8. References

The Bidder shall provide references of "like" customers the date, product(s) and services provided each business reference. The Bidder shall include in the reference information name, address, contact person(s), telephone number(s), e-mail address and any other information that may be deemed important and that will assist the County personnel in contacting the Bidder's references. The County may request additional evidence of the Bidder's experience, qualifications, ability, products, service facilities and financial standing for which the Bidder shall be prepared to provide to the County, if required.

## 4.9. Termination

### 4.9.1 Termination For Cause

The County reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient cause to terminate this contract for cause. Should the County elect to terminate this contract for cause, the County will notify the Contractor in writing and shall specify the cause for termination and the date that such termination shall be effective. Immediate dismissals may be executed if deemed necessary by the County.

If the Contractor:

1. Fails to begin the work under the contract within the time specified.
2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to ensure the prompt completion of the work.
3. Performs the work unsuitably.
4. Discontinues the prosecution of the work.
5. Becomes insolvent, declares bankruptcy, commits any act of bankruptcy, allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors.
6. Shall not carry on the work in an acceptable manner from any other cause whatsoever.

The County shall give notice in writing to the Contractor of such delay, neglect, or default, specifying the same.

If the Contractor, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then the County shall, upon written certification of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, and may enter into an agreement for the completion of the contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of this contract in an acceptable manner.

All costs and charges incurred by the County, together with the costs of completing the work under the contract, shall be deducted from any monies due or which may become due to the Contractor. In case the expense so incurred by the County shall be less than the sum which would have been payable under the contract, if the contract had been completed by the Contractor, then the Contractor shall be entitled to receive the difference,

and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the County the amount of said excess.

**4.9.2 Termination for Convenience**

If the County shall determine that it is in the County's best interest, the County shall notify the Bidder to terminate the work within seven (7) days. In such event, the Bidder shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the County work site.

No claim shall be made by the Bidder for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

**BID RESPONSE FORM**

The undersigned proposes and agrees that if this bid is accepted to contract with Rowan County, North Carolina for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Bids documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of Rowan County, North Carolina for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the bid certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged: Addendum No. _____ dated _____
Addendum No. _____ dated _____

Warranty: 5 YEAR MATERIAL
Proposed days to Complete: 365 DAYS ARO
Proposed Start Date: TBD- EQUIPMENT AVAILABILTY DRIVEN

THE KRYDON GROUP — COMPANY NAME
223049941 — FEDERAL ID#
NC GENERAL CONTRACTOR # 99427 — CONTRACTOR LICENSE ID#

900 N. KINGS HIGHWAY SUITE 208 — STREET ADDRESS
PO BOX
CHERRY HILL — CITY
NJ — STATE
08034 — ZIP

(877) 854-1342 — TELEPHONE #
(877)854-1342 — FAX #

Jesus M Alvarez — SIGNATURE
JESUS M. ALVAREZ — SIGNATORY'S NAME (printed)
PRESIDENT — SIGNATORY'S TITLE (printed)

**BID COST SUMMARY**

| | |
|---|---|
| Labor | $ 45,000.00 |
| Materials | $ 120,000.00 |
| 5% Contingency | $ NA |
| All Others | $ 21,000.00 |

**BID Total – The undersigned proposes to perform all work for the sum of:** $ 186,000.00

*Sum quoted includes all applicable taxes, bonds, permits, licenses, insurance cost, if any, and all other cost incidental to the resultant contract.

SABER
ENGINEERING

MECHANICAL
ELECTRICAL
PLUMBING

CHARLOTTE OFFICE

2923 SOUTH TRYON ST.
SUITE 280
CHARLOTTE, NC 28203

P 704.373.0068

STRATEGIC ALLIANCE

LIGHTHOUSE
ENGINEERING
RALEIGH, NC

# SCHEMATIC NARRATIVE
## For
## Generator Addition to RUQ Hangar Bldg 1

The purpose of this Schematic Narrative is to present the proposed Electrical systems for this project. This narrative indicates the design criteria Saber Engineering intends to use for this project unless given specific direction otherwise. This narrative is limited in scope and concentration to areas of particular concern to Saber Engineering. This narrative is not intended to cover all aspects of the design and construction process.

Saber Engineering recognizes that there are several potential solutions for this project. We encourage you to edit and/or comment on these items before we begin our design so we may provide the system you desire.

SABER
ENGINEERING

MECHANICAL
ELECTRICAL
PLUMBING

CHARLOTTE OFFICE

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SUITE 280
CHARLOTTE, NC 28203

P 704.373.0068

STRATEGIC ALLIANCE

LIGHTHOUSE
ENGINEERING
RALEIGH, NC

## ELECTRICAL

Existing Conditions:

The existing building has two electrical service locations.

- A 300A 480Y277V service at the rear of the hangar. This serves two 480Y277V panels that power the building and hangar doors.
- A 225A 480Y277V service at the fire pump room which serves the 125HP fire pump via an Across the Line fire pump controller.

New work required:

- Provide and install 250amp, 480Y277V, Service Entrance Rated, NEMA 3R automatic transfer switch at the Hangar Building service.
  - Automatic Transfer Switch (ATS) to be mounted adjacent to the existing C/T cabinet and intercept the existing utility feeders. The existing panels will be tapped from this new ATS.
- Provide and install new 250A feeder between Hangar ATS and the generator.
- Provide and install control conduit and wiring from the generator to the Hangar ATS.
- Provide and install conduit and 120V circuits for genset heater and battery charger. These circuits are to be fed from an existing panel in Hangar.

- Replace existing fire pump controller with a 125hp rated 277/480V, Fire Pump Controller with integral ATS and digital soft starting.
  - The utility feeder from the existing fire pump service would be reused/extended as necessary to the normal power input of the fire pump controller.
- A new 250A feeder will run from the generator to the new fire pump controller emergency power input. This feeder will be sized for a maximum of 5% voltage drop at motor full load current.
- Provide and install control conduit and wiring from the generator to the ATS section of the fire pump.

- Add 300KW Standby rated, diesel generator with weather rated enclosure. Genset equipped with:
  - 24hour base tank for generator
  - Two (2) two output breakers.
    - 400A for fire pump service
    - 250A for hangar building service
  - Fire Alarm monitoring of fire pump breaker
  - NFPA 99/110 alarm panel and remote annunciators.
    - Remote Annunciator installed within the fire pump room.
    - Additional Remote Annunciator installed within the electrical room.
  - UL2200 listed, NFPA 110 complaint

## SCOPE OF WORK

Rowan County request bids to provide the necessary materials, labor, parts, equipment, supervision, services, and other required items necessary to complete the following work in strict accordance with all the Contract Documents. The work in general will consist of the following:

### ELECTRICAL

Existing Conditions:

The existing building has two electrical service locations.

- A 300A 480Y277V service at the rear of the hangar. This serves two 480Y277V panels that power the building and hangar doors.
- A 225A 480Y277V service at the fire pump room which serves the 125HP fire pump via an Across the Line fire pump controller.

New work required (1 generator for both services):

o Provide and install 250amp, 480Y277V, Service Entrance Rated, NEMA 3R automatic transfer switch at the Hangar Building service.

- Automatic Transfer Switch (ATS) to be mounted adjacent to the existing C/T cabinet and intercept the existing utility feeders. The existing panels will be tapped from this new ATS.

o Provide and install new 250A feeder between Hangar ATS and the generator.

o Provide and install control conduit and wiring from the generator to the Hangar ATS.

o Provide and install conduit and 120V circuits for genset heater and battery charger. These circuits are to be fed from an existing panel in Hangar.

o Replace existing fire pump controller with a 125hp rated 277/480V, Fire Pump Controller with integral ATS and digital soft starting.

- The utility feeder from the existing fire pump service would be reused/extended as necessary to the normal power input of the fire pump controller.

o A new 250A feeder will run from the generator to the new fire pump controller emergency power input. This feeder will be sized for a maximum of 5% voltage drop at motor full load current.

o Provide and install control conduit and wiring from the generator to the ATS section of the fire pumps.

o Add 300KW Standby rated, diesel generator with weather rated enclosure. Genset equipped with:

- 24hour base tank for generator
- Two (2) two output breakers.
  - 400A for fire pump service
  - 250A for hangar building service
- Fire Alarm monitoring of fire pump breaker
- NFPA 99/110 alarm panel and remote annunciators.
  - Remote Annunciator installed within the fire pump room.
  - Additional Remote Annunciator installed within the electrical room.
- UL2200 listed, NFPA 110 complaint.

**BIDDER INFORMATION SHEET**

1. COMPANY NAME: THE KRYDON GROUP
2. OWNER OF COMPANY: JESUS M. ALVAREZ
3. NUMBER OF YEARS IN BUSINESS: THIRTY THREE (33) YEARS
4. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS: 7
5. WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARED THE CONTRACT.

   CONTACT: PAUL GAMBONE

   TELEPHONE: (877)854-1342

   EMAIL: pmgambone@krydon.com

6. PLEASE LIST TWO (2) REFERENCES OF BUSINESSES (NOT HOMES) FOR WHICH YOU HAVE PROVIDED THIS KIND OF SERVICES. PREFER ONE FROM A MUNICIPALITY, COUNTY GOVERNMENT OR PUBLIC AGANCY, SUCH AS SOIL AND WATER CONSERVATION.

**REFERENCE NO. 1**

NAME & TITLE: LT. MARK REAVES - COMMANDER JAMAICA BAY UNIT

AGENCY: NATIONAL PARK SERVICE

ADDRESS: 210 NEW YORK AVE STATEN ISLAND NY 10305

TELEPHONE: (718)338-3958

NATURE OF ASSOCIATION: CONTRACT POC NATIONAL PARK SERVICE

EMAIL: Osborne_Reaves@nps.gov

**REFERENCE NO. 2**

NAME & TITLE: ALAN INGLIS-CONTRACT OFFICER

AGENCY: ARMY CORPS OF ENGINEERS

ADDRESS: WALLA WALLA DISTRICT WA 99362

TELEPHONE: 509-527-7217

NATURE OF ASSOCIATION: CONTRACT ADMINISTRATOR

EMAIL: Alan.N.Inglis@usace.army.mil

NEW
PARKING
GEN
XFMR 2
IP
RV
Airport Loop
Airport Loop
1516
3830
350

**ROWAN COUNTY**

**AGREEMENT FOR SERVICES**

**NORTH CAROLINA**

This Agreement is made and entered into between Rowan County, North Carolina ("County") and The Krydon Group ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this

Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject

matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Sales/Use Taxes Collection and Refunds**:** Unless otherwise exempted by North Carolina General Statutes from payment of sales or use taxes, Provider must collect all applicable sales and use taxes due under this Agreement and comply with NCGS Chapter 105. If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

14. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

15. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

16. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

17. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

18. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

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

20. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

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

| THE COUNTY | THE PROVIDER |
| --- | --- |
| BY: _____ | BY: _____ |
| Name: Aaron Church | Name: Jesus M. Alvarez |
| Title: County Manager | Title: President |

# EXHIBIT A

## CONTRACT SPECIFICATIONS

A. Services To Be Performed by The Provider.
Provider will provide the necessary materials, labor, equipment, and supervision to install a new generator. The contract is a complete project of purchasing/installing a generator system at the Rowan County Mid-Carolina Airport – Food Lion Hangar per the schematic narrative and scope of work within Exhibit B; the original signed bid document.

B. Term of the Agreement.
Date of completion is 365 days after receipt of order (Notice to Proceed). Start date is to be decided once equipment availability is known.

C. Payment to the Provider.
Total cost, Not to exceed $186,000.00. Net 30.

D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. When required by law, the Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of $500,000 per occurrence / $1,000,000 aggregate with County listed as additional insured.
- Workers' Compensation in the amount of $500,000 employer's liability
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be $1,000,000 for bodily injury and property damage; and, $1,000,000 uninsured/underinsured motorist coverage.

F. Contact Information.

| THE COUNTY | THE PROVIDER |
|---|---|
| AARON CHURCH,<br>COUNTY MANAGER<br>130 West Innes Street<br>Salisbury, NC 28144<br>Telephone: 704-216-8180 | JESUS M. ALVAREZ<br>PRESIDENT – The Krydon Group<br>900 N. Kings Highway; Suite 208<br>Cherry Hill, NJ 08034<br>Telephone: 877-854-1342 |

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

| THE COUNTY | THE PROVIDER |
|---|---|
| BY: _____ | BY: _____ |
| Name: Aaron Church | Name: Jesus M. Alvarez |
| Title: County Manager | Title: President |
| Date:_____ | |

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

_____
(Signature of County Finance Officer)

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Purchasing Director & Randy Cress; Assistant County Manager |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Award Door Access - Insight Low Voltage |

---

Rowan County received proposals for the Door Access Control Bid (2023-027). Two (2) bid responses were received. After careful evaluation, completion of scoring and further negotiation Insight Low Voltage was selected. The County would like to award the bid to Insight Low Voltage, who submitted the lowest total base bid amount.

Attached are the bid tab form, proposal from Insight Low Voltage, Evaluation, and unsigned contract.

Board of Commissioners to award the bid to Insight Low Voltage and authorize the County Manager to approve the contract with Insight Low Voltage.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Evaluation #1 | 7/5/2023 | Cover Memo |
| Bid Tab | 7/5/2023 | Cover Memo |
| Bid Documents | 7/5/2023 | Cover Memo |
| Contract | 7/5/2023 | Cover Memo |

**Rowan County**
**Request For Proposals**
**Door Access**
**Fiscal Year 2023 - 2028**

| Vendor Name | Cost | Quality & Performance | Skill & Service Experience | Sub-Total | References | Total | % | Ranking |
|---|---|---|---|---|---|---|---|---|
| | Max Score 50 | Max Score 20 | Max Score 20 | Max Score 90 | Max Score 10 | Max Score 100 | | Rank 1 - 5 |
| **Insight Low Voltage** | 50 | 20 | 20 | 90 | 10 | 100 | 100% | **1** |
| **A3 Communication** | 36 | 15 | 10 | 61 | 5 | 66 | 66% | **2** |
| | | | | 0 | | 0 | 0% | |
| | | | | 0 | | 0 | 0% | |
| | | | | 0 | | 0 | 0% | |
| | | | | 0 | | 0 | 0% | |
| | | | | 0 | | 0 | 0% | |

**Comments / Notes:** Insight Low Voltage provided lower costs and has an existing track record of excellent service and performance with the County's Door Access Control.
A3 Communications provided a higher cost, is not as close for daily servce and their references did not focus on Bosch specific equipment used by the County.

**ITB 2023-027**

5/30/2023 10:00

## Door Access Control

| | Bosch System | | | Non-Bosch System | | | | |
|---|---|---|---|---|---|---|---|---|
| **Vendor** | **Hourly Rate** | **Ot. Rate** | **Parts Mark-Up** | **Hourly Rate** | **Ot. Rate** | **Parts Mark-Up** | | |
| **Insight Low Voltage** | $90.00 | $135.00 | 66.00% | $90.00 | $135.00 | 66.00% | | |
| **A3 Communications** | $125.00 | $187.50 | 16.00% | $125.00 | $187.50 | 16.00% | | |
| | | | | | | | | |
| | | | | | | | | |

**Bid Opening Attendees**

| | |
|---|---|
| Jody Farrow-Bennett | RoCo Purchasing |
| Randy Cress | RoCo IT |
| Justin Crabtree | RoCo IT |
| Chelsea Lowman | RoCo It |
| James Perkins | Insight Low Voltage |

I hereby certify that this is a true tabulation of the bids received.

5/30/2023

J. M. Farrow-Bennett

Jody Farrow-Bennett, Purchasing Director

## BIDDER INFORMATION SHEET

1. COMPANY NAME Insight Low Voltage Inc
2. OWNER OF COMPANY James Perkins II
3. NUMBER OF YEARS IN BUSINESS 4
4. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS 6
5. WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARED THE CONTRACT.

   CONTACT James Perkins II

   TELEPHONE 704-413-4933

   EMAIL InsightLowVoltage@gmail.com
6. PLEASE LIST TWO (2) REFERENCES OF BUSINESSES (NOT HOMES) FOR WHICH YOU HAVE PROVIDED THIS KIND OF SERVICES. PREFER ONE FROM A MUNICIPALITY, COUNTY GOVERNMENT OR PUBLIC AGANCY, SUCH AS SOIL AND WATER CONSERVATION.

**REFERENCE NO. 1**

NAME & TITLE: Randy Cress
AGENCY: Rowan County Government
ADDRESS: 130 West Innes Street Salisbury NC 28144
TELEPHONE: 704-245-8640
NATURE OF ASSOCIATION: Worked together in the county since 2011
EMAIL: Randy.Cress@rowancountync.gov

**REFERENCE NO. 2**

NAME & TITLE: Cody Hoover
AGENCY: GKN Driveline
ADDRESS: 1848 GKN Way Newton NC 28658
TELEPHONE: 828-217-1894
NATURE OF ASSOCIATION: Worked on Bosch Access since 2010
EMAIL: Cody.Hoover@GKNAutomotive.com

Rowan County
Date Due: Tuesday, May 30, 2023, at 10:00 AM

Request for Proposals
Door Access Control

**PROPOSAL RESPONSE FORM**

The undersigned proposes and agrees that if this bid is accepted to contract with Rowan County, North Carolina for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Bids documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of Rowan County, North Carolina for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the bid certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged: _____ dated 5/24/23

_____ dated _____

Insight Low Voltage Inc
COMPANY NAME

86-2292091
FEDERAL ID#

SP.FA/LV 33772 ASLB-895621
CONTRACTOR LICENSE ID#

1501 S. Main Street Kannapolis NC 28081
STREET ADDRESS PO BOX CITY STATE ZIP

704-413-4933
TELEPHONE #

FAX #

James Perkins
SIGNATURE

James Perkins II
SIGNATORY'S NAME (printed)

Owner
SIGNATORY'S TITLE (printed)

Rowan County is seeking a fixed cost for all items above to be billed on a quarterly basis with an annual term that will be reassessed in January of each year to adjust costs for any additions or deletions from the system.

Hourly Rate: $ 90 /hr. 1 man (135.00 2 man)

Rowan County is also requesting a rate for the following:

Emergency or Call back Hourly Rate: $ 135.00 /hr. 1 man (202.50 2man)

Parts Mark up: 66 %

**ROWAN COUNTY**

**AGREEMENT FOR SERVICES**

**NORTH CAROLINA**

This Agreement is made and entered into between Rowan County, North Carolina ("County") and _Insight Low Voltage Inc._ ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this

Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject

matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Sales/Use Taxes Collection and Refunds**:** Unless otherwise exempted by North Carolina General Statutes from payment of sales or use taxes, Provider must collect all applicable sales and use taxes due under this Agreement and comply with NCGS Chapter 105. If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

14. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

15. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

16. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

17. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

18. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

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

20. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

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

| | |
|---|---|
| THE COUNTY | THE PROVIDER |
| BY: _____ | BY: _____ |
| Name: Aaron Church | Name: James Perkins |
| Title: County Manager | Title: Owner |

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed by The Provider.
Door Access Control Services for just under 140 doors in over 25 Rowan County buildings for hardware and software related to the system. See Exhibit B, original bid documents.

B. Term of the Agreement.
Initial term to begin July 1, 2023 and ending on June 30, 2024. This is a one-year contract with the option of four (4) additional one (1) year terms.

*C.* Payment to the Provider *(Net 30 – Contract number and estimate number will be noted on every invoice):*

Hourly Rates:
$90.00/hr. – 1 man
$135.00/hr. – 2 men

Emergency/Call Back Hourly Rates:
$135.00/hr. – 1 man
$202.50/hr. – 2 men

Parts Mark Up: 66%

D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. When required by law, the Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of $500,000 per occurrence / $1,000,000 aggregate with County listed as additional insured.
- Workers' Compensation in the amount of $500,000 employer's liability
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single

limit shall be $1,000,000 for bodily injury and property damage; and, $1,000,000 uninsured/underinsured motorist coverage.

F. Contact Information.

| THE COUNTY | THE PROVIDER |
|---|---|
| AARON CHURCH,<br>COUNTY MANAGER<br>130 West Innes Street<br>Salisbury, NC 28144<br>Telephone: 704-216-8180 | JAMES PERKINS<br>OWNER – INSIGHT LOW VOLTAGE INC.<br>1501 S. Main Street<br>Kannapolis, NC 28081<br>Telephone: 704-413-4933 |

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

| THE COUNTY | THE PROVIDER |
|---|---|
| BY: _____ | BY: _____ |
| Name: Aaron Church | Name: James Perkins II |
| Title: County Manager | Title: Owner |
| Date:_____ | |

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

_____
(Signature of County Finance Officer)

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Randy Cress, CIO/Asst. Cty Mgr; Ann Kitalong-Will, Grants Admin/Govt Relations |
| **DATE:** | 7/5/23 |
| **SUBJECT:** | Request to Approve GREAT Grant 3-party Contract |

---

The attached 3-party agreement has been prepared by NC DIT for the Growing Rural Economies with Access to Technology (GREAT) Program to award funds to internet service provider to provide high-speed (broadband) Internet service to the most underserved locations in North Carolina. The recipient for the Rowan County portion of the GREAT Program is Charter. The Board of Commissioners passed a resolution to support Charter's project up to $100,000 of ARPA funds on May 2, 2023.

**Recommendation**:

- Board of Commissioners to approve the County Manager to fully execute the attached agreement between North Carolina DIT, Charter, and Rowan County.
- Board of Commissioners to approve the ARPA funds to be committed to the GREAT Project with Charter, up to $100,000.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Resolution Passed on 5/2/22 | 7/5/2023 | Backup Material |
| GREAT Grant Program 3-Party Agreement | 7/12/2023 | 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

**A RESOLUTION TO PARTNER WITH CHARTER COMMUNICATIONS TO PROVIDE CERTAIN COUNTY FUNDS FROM THE AMERICAN RESCUE PLAN ACT OF 2021 TO PARTNER WITH CHARTER COMMUNICATIONS TO FUND THE CONSTRUCTION OF BROADBAND INFRASTRUCTURE IN CERTAIN AREAS OF ROWAN COUNTY**

**WHEREAS,** Broadband service is vital to the economic development of Rowan County; and

***WHEREAS***, The American Rescue Plan Act ("ARPA") provided funding to Rowan County, which can be used to promote broadband services; *and*

***WHEREAS***, Rowan County has authorized a total ARPA contribution not to exceed $100,000 for promotion of broadband services for any and all potential broadband partnerships; *and*

***WHEREAS,*** Charter Communications is a retail provider of communications services including the provision of broadband services to portions of Rowan County; *and*

***WHEREAS***, intends to apply for a grant under the North Carolina Growing Rural Areas Through Access Through Technology Act ("GREAT Act") to provide broadband services to identified unserved areas of Rowan County; *and*

***WHEREAS***, Rowan County strongly supports the grant application of Charter Communications; *and*

***WHEREAS***, if Charter Communications is selected by the North Carolina Broadband Infrastructure Office to receive State Fiscal Recovery Funds for the Rowan County project, then Rowan County will contribute a portion of its ARPA funds, up to $100,000, to support the project based on the total amount awarded by the state; *and*

***WHEREAS***, the infrastructure to be completed shall be owned and operated by Charter Communications.

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

1. Rowan County offers a partnership agreement to Charter Communications for the expressed purpose of supporting Charter Communications' GREAT Act application to construct fiber to the home broadband services for specified unserved areas of Rowan County as agreed upon by the County and Charter Communications.
2. Should the GREAT grant application be successfully awarded to Charter Communications, Rowan County shall contribute their match portion, up to $100,000, from the County's ARPA funds to the project.
3. The broadband services and infrastructure related thereto shall be owned and operated by Charter Communications.

Adopted this 2nd day of May, 2022.

Gregory C. Edds, Chairman

ATTEST:

Carolyn Barger, Clerk to the Board

Equal Opportunity Employer
recycled paper

NCDIT | NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY

Roy Cooper
Governor

James A. Weaver
Secretary and State Chief Information Officer

June 9, 2023

Douglas Davis
Spectrum Southeast, LLC
7910 Crescent Executive Drive
Charlotte, NC 28217

Aaron Church
Rowan County Manager
130 W. Innes Street
Salisbury, NC 28144

Re: Grant Agreement for Application #1000014090 (Grant Agreement # 2000068019)
Your Signature and Reply is Requested
Project Title: 2022 NC GREAT – Rowan County Project
Unique Entity Identifier in SAM.gov: FKP2W71T9GK7

Dear Mr. Davis:

Thank you again for your participation in the GREAT American Rescue Plan Act Round and congratulations on your award. Attached for your review and signature is the contract document required to establish the agreement for the GREAT award with the North Carolina Department of Information Technology. NCDIT funding will be provided on a reimbursement basis. NCDIT's portion of this project is funded with a federal award from the U.S. Department of the Treasury to the State of North Carolina dated March 3, 2021 (Assistance Listing Number 21.027, Coronavirus State and Local Fiscal Recovery Funds).

Below is a description of the documents enclosed along with an explanation of the signatures required for each document. The authorized representative from your company and county should execute this agreement via AdobeSign no later than July 9, 2023.

| **Document:** | **Document Description:** | **Signed By:** |
|---|---|---|
| Agreement | Contract: Outlines the terms of the Agreement between NCDIT and the Grantee. | Authorized Representative for the Grantee |
| Exhibit A | NCDIT and County disclosures required by 2 C.F.R. 200.332 and 09 NCAC 03M. | No Signature Required |
| Exhibit B | Scope of Services: Outlines the scope of the construction project, including the Project Budget | No Signature Required |

| | | |
|---|---|---|
| Exhibit C | Project Milestones: Outlines the schedule and contents of reports that are due from the Grantee to NCDIT. | No Signature Required |
| Exhibit D | Reporting Schedule for Progress Reports | No Signature Required |
| Exhibit E | Progress Report Template: Provides a template document for the Grantee to submit progress reports, including spending to date | No Signature Required |
| Exhibit F | Payment Process: Outlines the process for the Grantee to request reimbursements from NCDIT. | No Signature Required |
| Exhibit G | Byrd Anti-Lobbying Certification | Authorized Representative for the Grantee |
| Exhibit H | Key Personnel of the Grantee | No Signature Required |
| Exhibit I: Mapping Files | Data file (cvs) and map that identifies eligible locations for the grant project. | No Signature Required |
| Exhibit J: County Match (Financial) | Process for payment of County matching funds | Signed by Authorized Representative for County and Grantee |
| Exhibit K: County Match (Infrastructure) | Description of County's contribution of infrastructure | Signed by Authorized Representative for County and Grantee |

If you have any questions regarding the enclosed documents, please contact me at (919) 817-0541 or greatgrant@nc.gov.

Sincerely,

George T. Collier

George T. Collier, Deputy Director
Broadband Infrastructure Office
NC Department of Information Technology

Enclosures

**Growing Rural Economies with Access to Technology Agreement**
**NCDIT Broadband Infrastructure Office Program**

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**TATE OF NORTH CAROLINA** **Agreement #2000068019**
**COUNTY OF WAKE**

**Growing Rural Economies with Access to Technology Agreement**
**NCDIT Broadband Infrastructure Office Program**

## Article 1. Overview.

**Section 1.1. Parties.** The North Carolina Department of Information Technology ("**NCDIT**"), an agency of the State of North Carolina ("**State**") and **Rowan County** (the "County") (NCDIT and the County are hereinafter collectively referred to as "Grantors") enter into this Growing Rural Economies with Access to Technology ("**GREAT**") Program Agreement ("**Agreement**" or "**Contract**") with the **Spectrum Southeast, LLC** (the "**Grantee**"). Together, Grantors and Grantee are hereinafter collectively referred to as the "**Parties**" or each individually as a "Party".

**Section 1.2. Roles.** For the purposes of this Agreement, NCDIT is a recipient and a pass-through entity for the U.S. Department of the Treasury, and the Grantee is a subrecipient, as defined by 2 C.F.R. 200.1. If the County is using federal funds for the project described herein, then pursuant to 2 C.F.R. 200.1 it is also a recipient and a pass-through entity for the purposes of this Agreement, unless those funds are categorized as revenue replacement funds, in which case the County is a recipient.

**Section 1.3. Purpose.** The purpose of this Agreement is to establish the terms and conditions for the use funds that Grantors have awarded to the Grantee to carry out the State's GREAT Program. Grantors awarded this funding: (1) based on the application filed by the Grantee and any subsequent materials supporting the application; (2) based on GREAT Program guidelines and other requirements and guidelines; and (3) for the deployment of broadband infrastructure to provide the locations identified in this Agreement with at least 100 megabits per second download and 100 megabits per second upload speeds by December 31, 2026, as described in the application (the "**Project**").

**Section 1.4. Source of Funding.** The State received State Fiscal Recovery Funds ("**SFRF**") pursuant to Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended ("**ARPA**"). Broadband infrastructure projects are an eligible use of SFRF funds (87 Fed. Reg., 4339 Jan. 27, 2022), and NCDIT intends to pay for the cost of this Project using a portion of the $350,000,000 in SFRF funds appropriated to NCDIT by the North Carolina General Assembly for the GREAT grant program (Federal Award Identification Number SLFRP0129, Assistance Listing Number 21.027). In accordance with N.C. Gen. Stat., § 143B-1373(g)(1) (as amended by S.L. 2021-180, Section 38.4(a)(8)), the County will contribute matching funds for the cost of this Project in the form of a financial match using either ARPA funds or the County's unrestricted general funds, or it will contribute existing infrastructure that has been installed for its enterprise, non-consumer broadband purposes, or any other property, buildings, or structures owned by the County.

**Section 1.5. Compliance.** The Parties to this Agreement are subject to state and federal statutes, rules, and regulations applicable to this Agreement, including but not limited to: Section 602 of the Social Security Act; the Uniform Guidance of the Office of Management and Budget (2 C.F.R. Part 200); the SFRF and ARPA rules and regulations issued by the U.S. Department of the

Treasury, (including the SFRF Final Rule at 87 Fed. Reg. 4338, Jan. 27, 2022, to be codified at 31 C.F.R. Part 35); N.C.G.S. §143B-1373 and any relevant amendments, including but not limited to S.L. 2021-180, Section 38.4 and its subsequent amendments and technical changes (the "**GREAT statutes**"); the Uniform Administration of State Awards of Financial Assistance (09 NCAC 03M); and the award agreement between the State of North Carolina and the U.S. Department of the Treasury. Neither NCDIT nor the County shall make any distributions of funds absent the Grantee's agreement and adherence to each term and condition contained herein. To the extent that the North Carolina General Assembly, after the Effective Date of this Agreement, enacts legislation that retroactively impacts the Project, the Parties shall have the right to amend this Agreement in accordance with those laws. Grantee also agrees to abide by additional guidance from the U.S. Department of the Treasury regarding the applicability of certain provisions of 2.C.F.R. Part 200. Nothing in this Agreement waives, excuses, or amends requirements imposed by State or Federal law for the administration of these funds.

**Section 1.6. Disclosures.** Federal regulations, specifically 2 C.F.R. 332 require Grantors to provide the Grantee with specific information about this award. All required information, along with state disclosures required by 09 N.C.A.C. 03M, is listed in Exhibit A, "NCDIT Disclosures".

**Section 1.7. Term of Agreement.** The effective period of this Agreement shall commence on April 10, 2023 ("**Effective Date**") and shall terminate on April 10, 2028, unless terminated on an earlier date by any of the Parties in accordance with the terms of this Agreement (either one of which dates shall constitute the "**Termination Date**").

**Section 1.8. Construction Period.** The Construction Period is the time from the execution of this Agreement to the time that service is available to locations identified in Exhibit B "Scope of Services" and shall not extend beyond two years, subject to the provisions of Section 2.4.

**Section 1.9. Maintenance Period.** The Maintenance Period begins on the expiration date of the Construction Period and shall continue until the Termination Date. Broadband service at or above the minimum speeds must be continually made available to the locations specified in Exhibit B through the Maintenance Period until the Termination Date of this Agreement.

## Article 2. Scope of Funded Activities.

**Section 2.1. Scope of Project.** The scope of the Project covered by this Agreement is set out in the Scope of Services, attached hereto as Exhibit B, which includes the project budget ("**Project Budget**"). The Grantee shall perform all services described in Exhibit B ("**Covered Services**").

a. **Reliance by NCDIT.** The Application filed by the Grantee and any subsequent materials submitted to NCDIT supporting the Application, which have been relied upon by NCDIT in awarding this funding, are incorporated by reference into this Agreement.

b. **GREAT Program Guidelines.** NCDIT policy related to the performance of this Project is set out in the GREAT Program guidelines, which may be amended, modified,

or supplemented and applied accordingly to this Agreement by NCDIT in its sole discretion. Guidelines and other documentation are available at https://www.ncbroadband.gov/funding-programs/great-grant-federal/great-grant-2021-2022/great-grant-management-documents-federal

**Section 2.2. NCDIT Funding and Administrative Expenses.**

a. **GREAT Award.** NCDIT awards to the Grantee an amount not to exceed **$3,867,581.60** for infrastructure costs directly relating to the Project ("**GREAT Award**"). If NCDIT determines that the actual costs of the Project are less than the Project budget amount, NCDIT, in its discretion, may reduce the amount of the GREAT Award funding accordingly.

b. **Total Funding.** The total GREAT Award funding for the Project, including the sources of the funds and the percentages of each source are set forth in Exhibit B.

c. **Eligible Expenditures.** Pursuant to N.C.G.S. § 143B-1373(b), eligible expenditures for the Project are limited to infrastructure costs as defined in N.C.G.S. § 143B-1373(a)(9), which are costs directly related to the construction of broadband infrastructure for the extension of broadband service for an eligible project, including ("**Eligible Expenditures**"):

1. Installation;
2. Acquiring or updating easements;
3. Equipment;
4. Fiber;
5. Construction;
6. Backhaul infrastructure directed at broadband service to the end user;
7. Testing costs;
8. Engineering costs; and
9. Costs associated with securing a lease to locate or collocate infrastructure on public or private property or structures, but not including the actual monthly lease payment.

d. **Expenditure Reimbursement.** Eligible Expenditures incurred since the date of the award in anticipation of this Project may be reimbursed, subject to the Grantee's submission to NCDIT of documentation sufficient to support such request for reimbursement and NCDIT's approval of such request.

e. **Materials Reimbursement.** Eligible Expenditures for materials incurred since March 3, 2021 in anticipation of this Project may be reimbursed, subject to the Grantee's submission to NCDIT of documentation sufficient to support such request for reimbursement and NCDIT's approval of such request.

f. **Non-Eligible Expenditures.** Without limitation and as determined by NCDIT in its sole discretion, the following expenditures are not eligible for GREAT Award funding and should **not** be submitted to NCDIT for reimbursement or credited by the Grantee toward its Cash Match requirement under Section 2.4.e.1 below:

1. Middle mile, backhaul, and other similar projects not directed at broadband service for end users;
2. Overhead expenses;
3. Administrative costs;
4. Lease payments; or
5. Expenditures related to areas where the Grantee has been designated to receive funds through other State or federally funded programs designed specifically for broadband deployment, if such funding is intended to result in construction of broadband in the area with eighteen (18) months or for the duration of the federal funding program for that area, or if the Grantee is otherwise in good standing with the funding agency's regulations governing the funding program.

**Section 2.3. County Partnership.** The County has the authority to provide a grant to the Grantee for the purpose of this Project pursuant to N.C.G.S. § 153A-459. The County is also authorized to enter into a partnership the Grantee pursuant to N.C.G.S. §143B-1373(11a)(b) and §143B-1373(g)(1)(as amended by S.L. 2021-180, Section 38.4(a)(8)). The terms and conditions of the County's partnership agreement with Provider are set out in this Agreement. The County contribution to the partnership shall be in the form of either a financial match or an infrastructure contribution as described in this Section ("County Partnership"). By signing this Agreement, the County and the Grantee each certify that a partnership exists between them for the purpose of the Project.

a. **Financial Match.** The County will provide a matching financial contribution for the Project in an amount up to fifty percent of the amount contributed by the Grantee as set forth in Section 2.4.e.1 of this Agreement. Any county providing a financial match may use unrestricted general funds or federal ARPA funds allocated to it for the purpose of improving broadband infrastructure. If the County uses federal ARPA funds, it will comply with all relevant reporting requirements governing the use of ARPA funds. The County and the Grantee shall comply with the process and requirements set forth in Exhibit J, "Process for Payment of County matching funds".

b. **Infrastructure Contribution.** If the County provides a contribution in the form of infrastructure for the Project, it shall comply with the requirements set forth in Exhibit K, "Description of County's contribution of infrastructure". The Grantee shall be required to execute Exhibit K prior to the disbursement or use of any infrastructure.

## 2.4. Grantee Duties.

### a. Broadband Access and Speeds.

1. The Grantee shall deploy infrastructure to the approved locations required by the Grant Agreement and, upon completion of construction, shall offer to those Locations the minimum download and upload speeds identified in the Grantee's application as the base speed multiplier. The base speed multiplier chosen by the Grantee is the minimum speed made available to all Locations in the grant project and must be scalable to 100 Mbps symmetrical by December 31, 2026.

2. The Grantee shall provide to Grantors evidence consistent with the Federal Communications Commission attestation that the Grantee is providing access and making available the proposed speed, or a faster speed, to the targeted address points ("**Locations**") as described in Exhibit B to this Agreement. For the purposes of this Agreement, broadband access is considered available if the Internet carrier can provide broadband service to a Location immediately or within ten (10) business days upon request and without cost to the customer other than standard connection fees.

3. If applicable, the Grantee shall disclose to Grantors any changes to data caps for the Project that differ from the data caps listed in the Application. For the purposes of this Agreement, "data caps" are the limits imposed by broadband service providers on the total amount of data a user can download or upload during a specified period.

### b. Records.

1. The Grantee shall maintain full, accurate, and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the funds provided under this Agreement separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

2. The Grantee shall retain all financial records, supporting documents, and all other pertinent records related to this Agreement and the Project for a period of five (5) years from the Termination Date, but in the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

c. **Project Milestones and Progress Reports.**

1. Project Milestones are set forth in Exhibit C, "Project Milestones", to this Agreement. The Grantee must submit Project progress reports as required in Section 2.4.d. and in Exhibit D, Reporting Schedule for Progress Reports, including any other requested documentation, demonstrating the achievement of the milestones set forth in Exhibit C.

2. If the Grantee does not complete the milestone as agreed upon within the period of time described in this section, NCDIT may impose additional monitoring and reporting requirements or terminate this Agreement pursuant to the termination provisions set forth herein. Failure to complete a milestone and meet reporting requirements may constitute a material breach of this Agreement, and Grantors may exercise the authority under N.C.G.S. § 143B-1373, 2 C.F.R. § 200.339, and this Agreement to seek termination of this Agreement and retrieval of funds expended.

d. **Reporting Requirements**. NCDIT will perform monitoring of the Project, including on behalf of the County, as set forth in Section 5.1.a. NCDIT will require Project progress reports as set forth herein and in accordance with 2 C.F.R. § 200.329, and will provide copies of all reports to the County within 10 business days.

1. The Grantee agrees to generate reports regarding the Project as described herein and as may be requested by the State (including, without limitation, NCDIT) or by a relevant federal agency. The Grantee further grants the State (including any of its agencies, commissions or departments such as NCDIT, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any relevant federal agency, and their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to this Agreement and the Project. In addition, the Grantee agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, NCDIT) or relevant federal agency for other financial and organizational materials needed to comply with their fiscal monitoring responsibilities or to evaluate the short- and long-range impact of their programs.

2. The Grantee shall furnish NCDIT detailed written progress reports using Exhibit E, "Progress Report Template" provided by NCDIT according to the time periods specified in Exhibit D or as otherwise requested by NCDIT. NCDIT shall conduct risk assessments of the Grantee as set out in Section 5.1. For Projects determined to be Low Risk or Medium Risk, progress reports will be required on a quarterly basis during the Construction Period. For Projects determined to be High Risk, progress reports will be required on a monthly basis during the Construction Period.

Progress reports for projects at any risk level shall be required annually during the Maintenance Period. Progress reports should describe the progress made by the Grantee toward achieving the purpose(s) of the Project, including but not limited to:

(a) A description of accomplishments achieved during the reporting period towards the relevant milestones;
(b) A description of any problems or delays encountered during the reporting period, including an explanation for why established goals were not met, if applicable;
(c) Expenditures during the reporting period and any other financial information requested, including an analysis of cost overruns if applicable;
(d) During the Maintenance Period, speed levels, data allowances, and pricing options for all services levels offered to end consumers;
(e) During the Maintenance Period, confirmation of participation in the Affordable Connectivity Program ("**ACP**") or program that provides benefits to households commensurate with those provided under the ACP; and
(f) Any additional pertinent information.

3. Failure to submit a required report by the scheduled submission date may result in the withholding of any forthcoming payment until NCDIT is in receipt of the delinquent report and the report meets with NCDIT's approval, in NCDIT's sole discretion. Failure to submit required reports, upon request by NCDIT, may result in the Project being subject to the repayment provision in Section 3.4 and may negatively impact the Grantee's eligibility for future funding.

4. Within sixty (60) days after the Termination Date, the Grantee shall submit a final report using the format designated by NCDIT describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Grantee shall include the following:

(a) A description of the Project and how it was implemented;
(b) To what degree the established objectives were met;
(c) The difficulties encountered;
(d) The number of Locations served and whether those Locations are households or businesses;
(e) Mapping data sufficient to identify all Locations served and infrastructure built;
(f) Total final cost of the Project;
(g) Cost per location served;
(h) Speed levels, data allowances, and pricing options for all service levels

offered to end consumers;

(i) Certification of participation in the Affordable Connectivity Program or other affordability program for low-income consumers within the service area;

(j) Evidence consistent with the Federal Communications Commission attestation that the proposed minimum upstream and minimum downstream broadband speeds identified in the Application are available throughout the Project area to any end user connections; and

(k) Any other information requested by NCDIT.

e. **Funding.**

1. As a condition of receiving GREAT Award funds, the Grantee must contribute a cash match of **$682,514.40**, pursuant to N.C.G.S. §143B-1373(j), as amended by S.L. 2021-180, Section 38.4(13). Up to 50% of the Cash Match may be comprised of third-party funding and other grant programs, to the extent applicable rules permit, including the County financial match as described in Section 2.3. Expenditures that NCDIT, in its sole discretion, determines are not eligible for funding may not be counted toward the Cash Match. All Cash Match funds shall be used for Eligible Expenditures pursuant to the Payment Schedule as specified in Exhibit F, "Payment Schedule". At all times during the term of this Agreement, Grantee is required to deposit and maintain its portion of the Cash Match, minus any authorized expenditures for progress made on the Project, in a separate and distinct financial account that cannot be utilized for any other purposes, including other GREAT projects awarded to the Grantee. The Grantee must produce documentation verifying account and fund segregation within five (5) business days of request by NCDIT.

2. If the Grantee determines that the actual costs of the Project are less than the Project budget amount, it shall report this determination to Grantors and shall return any surplus funds it has received.

3. The Grantee hereby represents and warrants that all GREAT Award funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Grantee shall not make or approve of any improper expenditure of funds.

4. The Grantee shall not obligate GREAT Award Project funds subsequent to the Termination Date of this Agreement.

## Section 2.5. Material Changes and Project Changes.

a. **Material Changes.** A material change is any material alteration in, change to, or reduction of the Project, including without limitation, a change in technology type, reduction in the number of Locations to be served by the Project, reduction in the Project area, change in total Project cost by 10% or more withdrawal of partnership agreements for which the Grantee qualified for partnership points, or the extension of the Construction Period ("**Material Change**"). An amendment to this Agreement is required for a Material Change, and such Material Change shall not take effect unless and until such amendment is executed pursuant to the terms of this Agreement. Prior to implementing a proposed Material Change, the Grantee shall submit the proposal to NCDIT for review and approval. Grantors must review and approve in writing prior to the amendment taking effect. Amendments to this Agreement requested by the Grantee shall only take effect if agreed to in writing by all Parties to this Agreement.

b. **Project Changes.** A project change is any non-material alteration in, change to, or reduction of the Project, including without limitation, change in Key Personnel, project milestones, a change in total Project cost by less than 10%, or transfer costs between Project expense line items detailed in Exhibit B and the EBS ("**Project Change**"). For a request to transfer costs between line items, all of following criteria must be met: (a) the Grantee provides justification to the satisfaction of NCDIT for the proposed revision; (b) the requested revision adhered to the eligible activities and cost limitations of this Agreement; (c) the GREAT Award funds, Project funding amount, match amount, and the total Project cost are not modified; and (d) the requested revision is less than 10% of the total Project cost.

1. There shall be no Project Changes unless expressly approved by NCDIT. Prior to implementing a proposed Project Change, the Grantee shall submit the proposal to NCDIT for review and approval and provide such detail and documentation necessary for NCDIT to evaluate the proposed project change. Any NCDIT-approved Project Change shall be made in writing by an authorized representative of NCDIT.

   NCDIT in its sole discretion may deny the requested Project Change, in which case the following alternatives would apply: (1) the Project may be completed without changes; (2) the GREAT Award Project funding may be rescinded by NCDIT if the Project cannot be completed; (3) the GREAT Award funding to the current Grantee may be rescinded by NCDIT and awarded to an alternate Grantee pursuant to the GREAT Statutes; or (4) the Grantee may withdraw from the Project and return any Project funds received to date, among other remedies as described herein.

   If the Grantee implements any Project Change without requesting the approval for

the Project Change in writing from NCDIT, it will be subject to the clawbacks and remedies set forth in Section 3.4, Article 7 (Termination and Remedies) and Section 8.4 of this Agreement, unless NCDIT (in its sole discretion) expressly waives this requirement of Project Change review in writing.

c. **Reduction in Scope.** In the event the Grantee requests to reduce the scope of the Project, including without limitation, a reduction of the number of locations and reduction in the eligible project area, NCDIT may cancel this Agreement pursuant to Article 7 (Termination and Remedies) of this Agreement and N.C.G.S. § 143B-1373(*l*).

d. **Changes that Affect Performance**. The Grantee shall immediately notify NCDIT of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Agreement or the Project. In its sole discretion, NCDIT may deem such a change in conditions, local law, or other event to constitute a Material Change or a Project Change.

e. **Extensions of Time.** Any requests for extensions of time may either be deemed a Material Change or a Project Change in the sole discretion of NCDIT.

f. **Budget Changes.** If a Project or Material Change to the Grantee's budget has been requested, all Reimbursement Requests may be delayed pending the approval of the Project or Material Change. If changes to the Grantee's budget have been made without the prior approval of NCDIT, no Reimbursement shall be made until the process outlined in Section 2.5 has been completed.

g. **Cost Overrun or Underrun.** In the event of a cost overrun or an increase in the total Project cost, the amount of NCDIT's GREAT Award to the Grantee shall not change. The Grantee shall bear sole responsibility for any and all increased costs related to the Project. In the event of a change in the total Project Budget that is 10% or more or a cost underrun, the Grantee must notify NCDIT, in writing, and submit a revised budget and narrative explaining the Project Budget change or reduction of costs.

## Article 3. Compensation.

**Section 3.1. Payment of Funds by NCDIT.** NCDIT shall reimburse the Grantee for approved GREAT Award funds in accordance with the Payment Schedule attached hereto as Exhibit F, after receipt of (a) written requests for payment from the Grantee utilizing NCDIT's request form and certification that the conditions for such payment under this Agreement have been met and that the Grantee is entitled to receive the amount requested, and (b) any other documentation that may be required by NCDIT.

**Section 3.2. County Contribution.** If the County is providing a financial match, the County shall provide the Grantee matching funds for approved Eligible Expenditures in accordance with Exhibit

J, which shall be signed by the County and the Grantee. If the County is providing infrastructure, the County shall provide it in accordance with Exhibit K, which shall be signed by the County and the Grantee.

**Section 3.3. Availability of Funds.** The obligations of Grantors to pay any amounts under this Agreement to the Grantee are contingent upon: the availability and receipt of funds by Grantors, the continued appropriation of such funds for the purpose set forth in this Agreement, and the Grantee's continued eligibility to receive such funds. If the amount of funds that Grantors receive is reduced or funds for the Project become unavailable, the Grantee agrees that Grantors have the right to reduce the amount of GREAT Award funds awarded to the Grantee under this Agreement or to terminate this Agreement pursuant to Section 7.6 of this Agreement. Grantors may deny payment for the Grantee's Eligible Expenditures where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of the Grantee to comply with the terms and conditions of this Agreement.

**Section 3.4. Repayment Requirements and Remedies.**

a. **Repayment or Clawbacks.** The Grantee acknowledges that the GREAT Award funding by Grantors is predicated upon the deployment of broadband infrastructure during the Construction Period and fulfilling the obligations of the Maintenance Period. The Grantee further agrees that during the Maintenance Period, if it fails to meet its obligations, then it is responsible for the following repayment or "clawback" payments:

    1. If the Grantee fails to make service available to the number of Locations identified in Exhibit B after the completion of the Construction Period, then the Grantee shall repay to Grantors, as directed, an amount equal to the product of (i) **$5,029.36** (the amount of funds divided by the number of Locations) and (ii) the number of Locations, minus the number of Locations actually created. If the County contributed a financial match, a pro rata amount per location not served shall be repaid to the County. Interest will be added in accordance with Section 3.4.a.3.

    2. Additionally, in the event that the Grantee fails to maintain its Locations as required under the Maintenance Period, it shall lose credit for any qualifying Location under this Agreement by the same number of Locations that is short. For example, if the Grantee fails to maintain service by three (3) Locations, the number of Locations shall be reduced by three (3). The amount the Grantee must repay shall then be calculated in accordance with Section 3.4.a.1.

    3. NCDIT shall notify the Grantee in writing of the amount to be repaid and direct the Grantee to repay such amount directly to NCDIT and/or the County according to each Grantors' contribution. All such amounts shall be due immediately upon demand by NCDIT. If not paid within thirty (30) days following demand, the unpaid amount due shall continue to bear interest at the rate set out by N.C.G.S.

§24-1 for the period beginning upon the demand until paid. Upon default in such payment, Grantors may employ an attorney to enforce its rights and remedies, and the Grantee hereby agrees to pay the legal costs and reasonable attorneys' fees of Grantors plus all other reasonable expenses incurred by Grantors in exercising any of its rights and remedies upon such default.

b. **Non-Exclusive Remedy.** The repayment requirements and remedies addressed in this Section are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay all funds received, and in 2 C.F.R. § 200.339. No remedy conferred or reserved by or to the State in this Agreement 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 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.

c. **Improper or Ineligible Payments**. Any item of expenditure by the Grantee under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of NCDIT, the County, the US Department of the Treasury, the NC Department of State Treasurer, or other federal or state instrumentality to be improper, ineligible, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Grantee, shall become the Grantee's liability, and shall be paid solely by the Grantee, immediately upon notification of such, from funds other than those provided by Grantors under this Agreement. This provision shall survive the expiration or termination of this Agreement.

## Article 4. Financial Accountability and Grant Administration.

**Section 4.1. Financial Management**. The Grantee shall adopt such financial management procedures as will permit the preparation of reports required by the Federal Funding Accountability and Transparency Act (https://www.congress.gov/109/plaws/publ282/PLAW-109publ282.pdf) and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the relevant statutes, regulations, and terms and conditions herein. The Grantee's financial management procedures shall allow it to comply with the requirements of 2 C.F.R. 200.302.

**Section 4.2. Limitations on Expenditures**. Grantors shall only reimburse the Grantee for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Covered Services described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established Parties' procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. Grantors may not reimburse or otherwise compensate the Grantee for any

expenditures incurred or services provided prior to the Effective Date except as provided in Section 2.2.e of this Agreement or following the earlier of the expiration or termination of this Agreement.

**Section 4.3. Financial and Other Reports**. The Grantee shall maintain detailed, itemized documentation and other necessary records of all expenses incurred pursuant to this Agreement. The Grantee shall submit to Grantors such reports and back-up data as may be required by the federal government or Grantors, including such reports which enable NCDIT and the County, respectively, to submit their own reports to the U.S. Department of the Treasury, in accordance with the schedule set forth in Exhibit F. This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Grantee is required to submit to Grantors following the expiration or termination of this Agreement.

**Section 4.4. Cost Principles.** Pursuant to 09 N.C.A.C. 03M .0201, all expenditures by the Grantee of funds awarded under this Agreement shall be in accordance with the cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200, Subpart E (2 C.F.R. §§ 200.400-200.476). It is the Grantee's responsibility to ensure adherence to the cost principles established in the Code of Federal Regulations, 2 CFR Part 200, Subpart E.

**Section 4.5. Audits**. The Grantee certifies compliance with the provisions of 2 CFR 200.501-200.521, if applicable, and continued compliance with these provisions during the Term of this Agreement. Pursuant to 09 N.C.A.C. 03M .0205, a Grantee that receives, holds, uses, or expends GREAT Award funds in an amount equal to or greater than five hundred thousand dollars ($500,000) within its fiscal year shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. If the Grantee is not required to have a single audit as defined by 2 CFR 200.501, U.S. Department of the Treasury requirements, or the Single Audit Act, or a single audit as defined by 09 N.C.A.C. 03M .0102, then the Grantee shall have a financial audit performed at least annually by an independent Certified Public Accountant. The Grantee shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to this Agreement upon request. The Grantee certifies that it will provide Grantors with notice of any adverse findings which impact this Agreement. This obligation extends for one (1) year beyond the expiration or termination of this Agreement. The costs of audits shall not be allowable charges under this Agreement.

**Section 4.6. Closeout**. Grantors will close out this award when it determines that all applicable administrative actions and all required work has been completed by the Grantee. Grantors will implement close out processes in accordance with 2 CFR 200.344. The Grantee's obligations to Grantors under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Grantors. Such requirements shall include submitting final reports to NCDIT pursuant to Section 2.4.d and providing any closeout-related information requested by NCDIT by the deadlines specified by NCDIT. This provision shall survive the expiration or termination of this Agreement. NCDIT shall provide all closeout documentation and reports to the County.

**Section 4.7. Recovery of Award Funding.** In accordance with 09 N.C.A.C. 03M .0802, NCDIT shall take appropriate administrative action to recover from the Grantee all GREAT Award funds disbursed in connection with this Agreement in the event that the Grantee: (1) is unable to fulfill the obligations of this Agreement; (2) is unable to accomplish the purposes of the award; (3) is noncompliant with the reporting requirements set forth in this Agreement and in 09 N.C.A.C. 03M; or (4) has inappropriately used GREAT Award funds disbursed in connection with this Agreement.

NCDIT must seek the assistance of the Attorney General in the recovery and return of GREAT Award funds disbursed in connection with this Agreement if legal action is required. NCDIT is required to report to the Office of State Budget and Management, the Attorney General, and the State Bureau of Investigation any apparent violations of a criminal law or malfeasance, misfeasance, or nonfeasance in connection with the Grantee's use of GREAT Award funds disbursed in connection with this Agreement.

The remedies set forth in this Section are in addition to the repayment requirements and other remedies set forth elsewhere in this Agreement.

## Article 5. Cooperation in Monitoring and Evaluation.

**Section 5.1. NCDIT's Responsibilities.**

a. **Project Monitoring**. NCDIT will have responsibility for the monitoring of this Project, both on behalf of itself and the County, either directly or through contractors. NCDIT will monitor this Project in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.332 and the provisions of 09 N.C.A.C. 03M .0401 to ensure that adequate progress is being made towards achieving the Project milestones described in Section 2.4.c, and that funds are expended (1) for eligible uses only consistent with the purpose for which the funds were awarded, (2) according to the approved Project Budget, (3) in compliance with all relevant laws, regulatory requirements, cost principles, and provisions of this Agreement. NCDIT will also monitor whether the Grantee has met all reporting requirements of this Agreement and the Grantee's compliance with all terms of this Agreement. Monitoring will include, at NCDIT's discretion, progress reports, site visits, financial reviews, and audits. Should the County desire to participate in site visits, it should notify NCDIT and NCDIT will notify the County of any site visits to be performed as part of its monitoring of the Project. The frequency and type of monitoring will depend on the Grantee's risk level as determined by the risk assessment. NCDIT will provide all progress reports, financial reports, audits, technical reports, and reports from site visits to the County within 10 business days of their completion, including supporting documentation. NCDIT will provide its monitoring protocol to the County upon request. NCDIT does not assume any responsibility for the County's local, state, or federal reporting requirements.

b. **Risk Assessment**. NCDIT shall conduct risk assessments in accordance with 2 C.F.R. § 200.332(b) to determine the appropriate monitoring needs of the Project. NCDIT may reassess this risk at any time during this Agreement in accordance with NCDIT's risk assessment process and federal regulations, including but not limited to 2 C.F.R. § 200.332, 2 C.F.R. § 200.206, and 2 C.F.R. § 200.208. Upon completion of the initial risk assessment or any reassessment during the performance period, NCDIT shall determine, at its sole discretion, whether a Project is Low Risk, Medium Risk, or High Risk and implement or change monitoring and reporting requirements accordingly. NCDIT will share the results of each risk assessment of the Grantee with the County within 10 business days of its completion, and, upon request by the County, any supporting documents related to the risk assessment. The County is not required to conduct a separate risk assessment of the Grantee or Project.

c. **Compliance Audits.** In connection with disbursing funds to the Grantee, NCDIT will be subject to periodic audits by the Office of State Budget and Management, the Office of the State Auditor, or NCDIT's internal auditor to ensure compliance with the provisions of 09 N.C.A.C. 03M and may be required to provide documentation in connection with that audit. NCDIT shall develop a compliance supplement report that describes the standards of compliance and audit procedures to give direction to independent auditors, which NCDIT will provide to the State and Local Government Finance Division in the North Carolina Department of State Treasurer for inclusion in the North Carolina State Compliance Supplement.

**Section 5.2. Grantee's Responsibilities.**

a. **Compliance with 09 N.C.A.C. 03M.** The Grantee acknowledges and agrees that as a condition of receiving the award pursuant to this Agreement, the Grantee will comply with the provisions of 09 N.C.A.C. 03M.

b. **Use of Funds.** In accordance with 09 N.C.A.C. 03M .0202, the Grantee will ensure that any funds received under this Agreement are utilized for their intended purpose and shall expend those funds in compliance with requirements established by 09 N.C.A.C. 03M and this Agreement.

c. **Cooperation in Monitoring.** The Grantee hereby agrees to cooperate fully and in a timely fashion with NCDIT's monitoring of the Project and waives any objection to NCDIT's determination of the Project's risk level or monitoring needs.

d. **Reporting Compliance.** The Grantee further agrees that it will: (1) provide the information required by NCDIT for NCDIT to comply with the procedures for disbursement of funds; (2) maintain reports and accounting records that support the allowable expenditure of GREAT Award funds and make available all reports and records for inspection by NCDIT, the Office of State Budget and Management, and the

Office of the State Auditor for oversight, monitoring, and evaluation purposes; and (3) ensure that any subrecipients (a) comply with all reporting requirements established by 09 N.C.A.C. 03M and this Agreement and (b) report to NCDIT.

**Section 5.3. N.C. Administrative Code Reporting and Audit Requirements.** Per 09 N.C.A.C. 03M .0205, the following three reporting levels are established for Grantees who have received an award from NCDIT pursuant to this Agreement:

Level I – A Grantee that receives, holds, uses, or expends GREAT Award funds in an amount less than twenty-five thousand dollars ($25,000) within its fiscal year.

Level II - A Grantee that receives, holds, uses, or expends GREAT Award funds in an amount of at least twenty-five thousand ($25,000) or greater, but less than five hundred thousand dollars ($500,000) within its fiscal year.

Level III – A Grantee that receives, holds, uses, or expends GREAT Award funds in an amount equal to or greater than five hundred thousand dollars ($500,000) within its fiscal year.

a. **Required Reporting.** In addition to the Project progress reports set out in Section 2.4, the Grantee shall provide the following reporting on an annual basis during the term of this Agreement:

1. All Grantees shall provide:

   (a) A certification that GREAT Award funds received or, held was used for the purposes for which it was awarded; and

   (b) An accounting of all GREAT Award funds received, held, used, or expended.

2. Grantees that fall into Levels II and III in Section 5.3 shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Agreement.

3. As set out in Section 4.5, Grantees that fall into Level III in Section 5.3 shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

b. **Filing of Reports.** Grantees shall file all reports with NCDIT in the format and method provided by NCDIT no later than three (3) months after the end of the Grantee's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to NCDIT no later than nine (9) months after the end of the

Grantee's fiscal year.

c. **Copies Acceptable.** Notwithstanding the foregoing provisions, a Grantee may satisfy the reporting requirements of Section 5.3.b. by submitting a copy of the report required under federal law with respect to the same funds.

d. **Other Reports.** The Grantee shall provide NCDIT with any other reports as required by State or federal law.

**Section 5.4. Interventions**. If NCDIT determines the Grantee is not maintaining adequate progress towards Project milestones or is not engaging in the appropriate expenditure of funds, NCDIT may impose additional reporting requirements and/or award conditions. These additional requirements and/or conditions may include: withholding authority to proceed to the next phase until receipt of evidence of acceptable performance and/or progress within a given period; requiring additional, more detailed financial reports; requiring additional Project monitoring; requiring the Grantee to obtain technical or management assistance; and establishing prior approvals. NCDIT will notify the Grantee of these additional requirements and/or conditions in accordance with 2 C.F.R. § 200.208(d).

**Section 5.5. Access to Persons and Records.** Pursuant to N.C.G.S. § 147-64.7, Grantors, the Office of State Budget and Management, the State Auditor, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the U.S. Government Accountability Office, the Comptroller General of the United States, and any other appropriate state or federal agency, or any authorized representatives of these entities, are authorized to examine all books, records, papers, and accounts of the Grantee insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to funds disbursed pursuant to this Agreement. The Grantee shall maintain and hereby agrees to retain all records, books, papers, and other documents covered by this Section through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Grantee shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Grantors, the North Carolina State Auditor, the U.S. Department of the Treasury, the U.S. Government Accountability Office, and any other authorized state or federal oversight office. Additional audit or reporting requirements may be required by Grantors if such requirement is imposed by federal or state law or regulation.

**Section 5.6. Personnel**. The Grantee represents that it has, or will secure at its own expense, all personnel required to monitor, carry out, and perform the scope of services of this Agreement. Such employees shall not be employees of NCDIT or the County. The Grantee shall identify all personnel who will be involved in performing the scope of services of this Agreement and otherwise administering this Agreement, including at least one project manager and one fiscal officer ("**Key Personnel**"). Such Key Personnel shall be fully qualified and shall be authorized

under state and local law to perform such services. Changes to Key Personnel do not constitute a Material Change under Section 2.5.a of this Agreement; however, the Grantee shall notify NCDIT of any changes to Key Personnel within thirty (30) days of the change in accordance with Section 8.13.

## Article 6. Compliance with Agreement and Applicable Laws.

**Section 6.1. General Compliance.** The Grantee shall perform all Covered Services funded by this Agreement in accordance with this Agreement, the award agreement between the State of North Carolina and the U.S. Department of the Treasury, the award agreement between the County and the U.S. Department of the Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from the Grantee's current policies and practices. While Grantors may assist the Grantee in complying with all applicable requirements, the Grantee remains responsible for ensuring its compliance with all applicable requirements.

**Section 6.2. Expenditure Authority.** This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the GREAT grant, including, but not limited to, the following:

**Authorizing Statute.** Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2.

**Implementing Regulations.** Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA/SFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

**Guidance Documents.** Applicable guidance documents issued from time-to-time by the U.S. Department of the Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.[1]

**Other Regulations, Statutes and Rules.** Applicable provisions of the Uniform Guidance (2 C.F.R. Part 200); the GREAT Statutes at N.C.G.S. 143B-1373, and as amended by S.L. 2021-180, Section 38.4, and any subsequent amendments and technical changes; 09 N.C. Admin. Code. 03M; and all applicable laws of the State of North Carolina.

**Section 6.3. Federal Grant Administration Requirements.** The Grantee shall comply with any applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit

[1] SLFRF-Compliance-and-Reporting-Guidance.pdf (treasury.gov)

Requirements for Federal Awards, 2 CFR Part 200 (UG), as adopted by the U.S. Department of the Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how the Grantee must administer the award and how NCDIT must oversee the Grantee.

**Section 6.4. Property.** Grantee shall retain ownership interests and rights in the network and in any property, materials, equipment, supplies, and facilities it constructs or purchases for the Project pursuant to this Agreement. Grantee agrees to abide by the property requirements set forth in 2 C.F.R. 200.311-316, as amended in applicable guidance or regulations issued by the U.S. Department of the Treasury or other federal agency after the Effective Date of this Agreement.

**Section 6.5. Universal Identifier and System for Award Management (SAM)**. The Grantee shall provide and/or obtain and provide to NCDIT, a unique entity identifier assigned by the System for Award Management (**SAM**), which is accessible at www.sam.gov.

**Section 6.6. Federal Funding Accountability and Transparency Act of 2006**. The Grantee shall provide Grantors with all information requested by Grantors to enable Grantors to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note).

**Section 6.7. Licenses, Certifications, Permits, Accreditation**. The Grantee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Grantors proof of any licensure, certification, permit or accreditation upon request.

**Section 6.8. Clean Air Act.** The Grantee agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Grantee agrees to report each violation to NCDIT and understands and agrees that Grantors will, in turn, report each violation as required to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office. The Grantee agrees to include these requirements in any subcontract exceeding $150,000 funded, in whole or in part, with funds provided by Grantors pursuant to this Agreement.

**Section 6.9. Federal Water Pollution Control Act.** The Grantee agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The Grantee agrees to report each violation to Grantors and understands and agrees that Grantors will, in turn, report each violation as required to assure notification to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office. The Grantee agrees to include these requirements in any subcontract exceeding $150,000 funded, in whole or in part, with funds provided by Grantors pursuant to this Agreement.

**Section 6.10. Debarment and Suspension.** Due to its receipt of ARPA funds, Grantors are participants in a non-procurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Agreement is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if the amount of this Agreement is greater than or equal to $25,000.

a. **Non-Exclusion Certification.** The Grantee hereby certifies as of the date hereof, that the Grantee, the Grantee's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both the Grantee and the Grantee's principals are not excluded individuals (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935), or otherwise determined ineligible to participate in federal assistance awards or contracts. If any of the foregoing persons are excluded or disqualified and the federal awarding agency has not granted an exception pursuant to 31 C.F.R. § 19.120(a), then: (1) this Agreement shall be void, (2) Grantors shall not make any payments of federal financial assistance to the Grantee, and (3) Grantors shall have no obligations to the Grantee under this Agreement.

b. **Compliance with 2. C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19.** The Grantee must comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 C.F.R. Part 180, Subpart C, and as adopted by the U.S. Department of the Treasury at 31 C.F.R. Part 19, and must include a requirement to comply with these regulations in any lower-Tier[2] covered transaction into which it enters. The Grantee hereby certifies that it will comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19. This certification is a material representation of fact relied upon by Grantors, and all liability arising from an erroneous representation shall be borne solely by the Grantee.

c. **Remedies for Non-Compliance.** If it is later determined that the Grantee did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Grantors, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.

d. **Subcontractor Certification.** The Grantee hereby certifies that none of the subcontractors it has proposed to perform work under this Agreement are listed under the State Debarred Vendors listing (https://ncadmin.nc.gov/documents/nc-debarred-vendors), or in the past five (5) years have been suspended or debarred from doing business with the federal or any state government. The Grantee agrees that it will notify Grantors immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

[2] "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.

**Section 6.11. Byrd Anti-Lobbying Amendment.** The Grantee shall comply with the restrictions on lobbying in 31 CFR Part 21.

The Grantee certifies to Grantors, and the Grantee shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The Grantee shall, and shall cause each Tier below it, to disclose any lobbying with non–federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to Grantors, which will, in turn, forward the certification(s) to the federal awarding agency. The Grantee shall cause the language of this Section to be included in all subcontracts. This certification is a material representation of fact upon which Grantors have relied when entering into this Agreement, and all liability arising from an erroneous representation shall be borne solely by the Grantee.

If this Agreement exceeds $100,000, the Grantee also must file with Grantors the certification in Exhibit G, "Byrd Anti-Lobbying Certification", which is attached hereto and incorporated herein. Any subcontractor with a subcontract (at any Tier) exceeding $100,000 must also file with the Tier above it the certification in Exhibit G.

**Section 6.12. Wages and Labor Standards for Projects over $10 Million.** In its reporting guidance, the U.S. Department of Treasury has indicated that recipients will need to provide documentation of wages and labor standards for capital expenditure projects and infrastructure projects over $10 million, and that these requirements can be met with certifications that the project is in compliance with the Davis-Bacon Act (or related state laws, commonly known as "baby Davis-Bacon Acts") and subject to a project labor agreement. In accordance with the SLFRF Reporting and Compliance Guidance, for Projects with a total cost of over ten million dollars ($10,000,000) (based on expected total cost):

a. **Prevailing Wages Certification**. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- The number of employees of contractors and sub-contractors working on the project;
- The number of employees on the project hired directly and hired through a third party;
- The wages and benefits of workers on the project by classification; and
- Whether those wages are at rates less than those prevailing. 19 Recipients must maintain sufficient records to substantiate this information upon request.

b. **Project Labor Certification**. A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:

- How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
- How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
- Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
- Whether the project has completed a project labor agreement.

c. **Local Hire Prioritization**. Whether the project prioritizes local hires.

d. **Community Benefit Agreement**. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

**Section 6.13. Copeland Anti-Kickback Act.** In accordance with the Copeland Anti-Kickback Act, as supplemented by the Department of Labor regulations at 29 CFR Part 3, the Grantee understands and agrees that it is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Grantors shall report any and all suspected or reported violations of this Section to the Federal awarding Agency.

**Section 6.14. Contract Work Hours and Safety Standard Act**. Contracts awarded by Grantors in excess of one-hundred thousand dollars ($100,000.00) that involve the employment of mechanics or laborers are required to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations at 29 CFR Part 5. The Grantee understands and agrees that it will compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours, and that work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Grantee further understands and agrees that no mechanic or laborer is required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

**Section 6.15. Prohibition on Contracting for Covered Telecommunications Equipment or Services**. Pursuant to 2 C.F.R. § 200.216, the Grantee agrees not to expend funds it receives pursuant to this Agreement to procure or obtain, or to enter into, extend, or renew a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is defined in 2 C.F.R. § 200.216.

**Section 6.16. Program Fraud and False or Fraudulent Statements or Related Acts**. The Grantee acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement. Making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in state or federal awards or contracts, and/or any other remedy available by law.

**Section 6.17. Protections for Whistleblowers**. In accordance with 41 U.S.C. § 4712, the Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing, to any of the list of persons in 41 U.S.C. § 4712(a)(2), information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The Grantee is hereby notified that it is required to: (a) inform its employees that they are subject to the whistleblower rights and remedies of the program; (b) inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and (c) include such requirements in any agreement made with a subcontractor or subgrantee.

**Section 6.18. Equal Opportunity & Other Requirements**. The Grantee shall adopt and enact a nondiscrimination policy consistent with the requirements in this Section. The Grantee acknowledges that Grantors are bound by and agrees, to the extent applicable to the Grantee, to

abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of ARPA funds:

a. **Assurances of Compliance with Title VI of the Civil Rights Act of 1964.** The Grantee and any subcontractor, or the successor, transferee, or assignee of the Grantee or any subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq*.), as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq*., as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Agreement.

b. **Disability Protections.** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

c. **Age Discrimination.** The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

d. **Americans with Disabilities.** Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

e. **Fair Housing Laws.** The Grantee shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq*.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

**Section 6.19. Affordable Connectivity Program.** The Grantee must participate in the Federal Communications Commission Affordable Connectivity Program ("ACP"), or otherwise provide access to a broad-based affordability program to low-income consumers in the proposed service area of the broadband infrastructure that provides benefits to households commensurate with those provided under the ACP.

**Section 6.20. Use of Name.** Neither party to this Agreement shall use the other Party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written

approval of an authorized representative of that Party. The Parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other Party. In any such statement, the relationship of the Parties shall be accurately and appropriately described.

**Section 6.21. Solicitation of Small Businesses and Historically Underutilized Businesses.** If the Grantee intends to let any subcontracts, it shall encourage and promote the use of small businesses and historically underutilized businesses, such as (1) assuring that small and historically underutilized businesses are solicited whenever they are potential sources; (2) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and historically underutilized businesses; (3) establishing delivery schedules, where the requirement permits, which encourage participation by small and historically underutilized businesses; and (4) using the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.

For the purposes of this Agreement, an entity shall qualify (1) as an "historically underutilized business" if it is currently certified as such under Chapter 143, Section 128.4 of the N.C. General Statutes, and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

**Section 6.22. Conflicts of Interest; Gifts and Favors**

a. **Disclosure of Potential Conflicts.** The Grantee understands that (1) NCDIT will use ARPA funds to pay for the cost of this Contract; (2) the County may use ARPA funds to contribute to the payment of this Contract; and (3) the expenditure of ARPA funds is governed by the Conflict of Interest Policies of NCDIT, and if applicable, the County, the federal requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, N.C.G.S. §§ 14-234(a)(1) and -234.3(a)). The Grantee must disclose in writing to Grantors any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

b. **Conflict Certification.** The Grantee certifies to Grantors that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Grantors involved in the selection, award, or administration of this Agreement (each a "**Covered Individual**"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including the Grantee) which employs or is about to employ a Covered Individual; has a financial or other interest in, or has received a tangible personal benefit from, the Grantee. Should the Grantee obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, it shall promptly disclose the same to Grantors in writing.

c. **Value Certification.** The Grantee certifies to Grantors that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Grantors. Should the Grantee obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, it shall promptly disclose the same to Grantors in writing.

d. **Conflict of Interest Policy**. – Pursuant to N.C. Gen. Stat. § 143C-6-23(b), every Grantee shall file with NCDIT a copy of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State funds, and shall include actions to be taken by the Grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed **before** the disbursing State agency may disburse the grant funds.

**Section 6.23. Miscellaneous Provisions and Conditions.**

a. **Increasing Seat Belt Use in the United States**. Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), Grantors encourage the Grantee to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

b. **Reducing Text Messaging While Driving**. Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), Grantors encourage the Grantee to adopt and enforce policies that ban text messaging while driving.

c. **Energy Efficiency**. All participants in the projects funded hereby shall recognize 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 (PL 94-163).

d. **Publications**. Any publications related to the Project must be paid for independently by the Grantee (i.e., not with GREAT Award funds) and must display the following language: “This project [is being][was] supported, in whole or in part, by funds awarded to the State of North Carolina by the U.S. Department of the Treasury.”

e. **Federal Seals, Logos, and Flags**. The Grantee shall not use the seal(s), logos, crests, or reproductions of flags of the federal funding agency or likenesses of any federal agency officials without specific pre-approval of the relevant federal agency.

## Article 7. Termination and Remedies.

**Section 7.1. Termination by Grantors for Default.** If the Grantee fails to fulfill in a timely and proper manner its obligations required under this Agreement or violates or fails to comply with any of the covenants or stipulations under this Agreement or any applicable laws, rules, and regulations, and such default is not cured within sixty (60) calendar days of the receipt of written notice of such default, then NCDIT and/or the County shall have the right to terminate this Agreement on any future date after giving the Grantee written notice of termination of this Agreement at least ten (10) calendar days in advance of the Termination Date. Any termination notice under this Section shall specify the Termination Date and this Agreement shall terminate automatically upon such Termination Date. Upon termination of this Agreement under this Section, (1) Grantors shall have no responsibility to make additional payments to the Grantee; and (2) the Grantee shall not expend any additional funds for which it will seek reimbursement without NCDIT's prior and express written authorization and shall return all funds received to NCDIT upon demand. 2 C.F.R. § 200, app. II(B).

**Section 7.2. Immediate Termination by Grantors.** NCDIT and/or the County may terminate this Agreement immediately upon discovery of the Grantee's commission of fraud of GREAT Award funds.

**Section 7.3. Termination by Mutual Consent.** In accordance with 09 N.C.A.C. 3M.0703(11), this Agreement may be terminated at any time upon the mutual consent of the Parties upon sixty (60) days prior written notice to the other Parties.

**Section 7.4. Termination Procedures**. All notices of termination shall be given in accordance with the notice provisions in Section 8.13 of this Agreement. If this Agreement is terminated under this Article 7, the Grantee may not incur new obligations for the terminated portion of this Agreement after the Grantee has received the notification of termination. The Grantee must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Grantee shall not be relieved of liability to Grantors because of any breach of Agreement by the Grantee. The Grantors may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due NCDIT and/or the County from the Grantee is determined. Neither the County nor NCDIT shall commence termination procedures or legal action against the Grantee for violations related to the performance of this Agreement without providing notice to the other.

**Section 7.5. Sanctions for Noncompliance.** As the entity responsible for handling monitoring of the Project and this Agreement, NCDIT is required to ensure that the Grantee complies with the applicable provisions of 09 N.C.A.C. 03M. Pursuant to 09 N.C.A.C. 03M .0401, upon NCDIT's determination that the Grantee is noncompliant with 09 N.C.A.C. 03M and/or the terms of this Agreement, NCDIT shall take all appropriate action in accordance with 09 N.C.A.C. 03M .0800

as follows:

a. **Grantee Noncompliance.** When the Grantee does not comply with the requirements of 09 N.C.A.C. 03M, NCDIT shall: (1) communicate the requirements to the Grantee; (2) require a response from the Grantee upon a determination of noncompliance; (3) suspend payments to the Grantee until the Grantee comes in compliance.

b. **Misuse of Funds.** When NCDIT discovers evidence of management deficiencies or criminal activity leading to the misuse of funds, NCDIT shall notify the Office of State Budget and Management and take the appropriate action or actions, including without limitation: (1) suspending payments until the matter has been fully investigated and corrective action has been taken; (2) terminating this Agreement and taking action to retrieve unexpended funds or unauthorized expenditures; and/or (3) reporting possible violations of criminal statutes involving misuse of State property to the State Bureau of Investigation, in accordance with N.C.G.S. § 143B-920.

c. **Notice Period.** Upon determination of noncompliance with requirements of this Agreement that are not indicative of management deficiencies or criminal activity, NCDIT shall give the Grantee sixty (60) days written notice to take corrective action. If the Grantee has not taken the appropriate corrective action after the 60-day period, NCDIT shall notify the Office of State Budget and Management and take the appropriate action or actions, including without limitation: (1) suspending payments pending negotiation of a plan of corrective action; (2) terminating the contract and taking action to retrieve unexpended funds or unauthorized expenditures; and/or (3) offsetting future payments with any amounts improperly spent.

**Section 7.6. Termination due to Unavailability of Funds.** If funds for the Project become unavailable for any reason, including without limitation, a change in the State or federal laws, NCDIT and/or the County shall have the right to terminate this Agreement after giving the Grantee written notice of termination of this Agreement at least twenty (20) calendar days in advance of the Termination Date. The notice of termination shall contain the effective Termination Date of this Agreement. Upon notice, the Grantee shall not expend any GREAT Award funds without NCDIT's express written authorization. Upon termination of this Agreement, neither NCDIT nor the County shall have any responsibility to make additional payments to the Grantee.

## Article 8. General Conditions.

**Section 8.1. Representations and Warranties.**

a. **The Parties' Representations and Warranties.** The Parties acknowledge that each has been represented in negotiations for, and the preparation of, this Agreement by counsel of its own choosing (or has had the opportunity to retain counsel for those purposes), that each has read this Agreement or has had it read to them and explained

by counsel, that each understands and is fully aware of its contents and of its legal effect, that each is knowingly and voluntarily entering into this Agreement. The execution and performance of this Agreement have been duly authorized by all necessary laws, resolutions and entity action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms. Each Party and its respective signatory hereto avers that its signatory is authorized, empowered, and directed on behalf of the Party to execute this Agreement and thereby bind the Party and others as set forth in Section 8.5 of this Agreement.

b. **Grantee's Representations and Warranties.** The Grantee hereby represents and warrants that:

i. There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Grantee, threatened against or affecting it that could or might adversely affect the Project or any of the transactions contemplated by this Agreement the validity or enforceability of this Agreement, or the abilities of the Grantee to discharge their obligations under this Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, Grantors may require repayment from the Grantee based on Section 3.4, Article 7, and Section 8.4 of this Agreement and this Agreement may be terminated by Grantors effective upon notice.

ii. No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the Grantee or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Grantee shall provide NCDIT with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Agreement.

iii. The Grantee is solvent, is financially capable of performing the Project responsibilities, is a going concern, is duly authorized to do business under North Carolina law, and is not delinquent on any federal, state, or local taxes, licenses, or fees. If it is subsequently found that the Grantee was not solvent, was not financially capable of performing its Project responsibilities, was delinquent on its federal, state or local taxes, licenses or fees or, if applicable, was not a going concern or was not duly authorized to do business under North Carolina law, Grantors may require repayment from the Grantee based on Section 3.4, Article 7, and Section 8.4 of this Agreement.

**Section 8.2. Indemnification.** The Grantee hereby agrees to release, indemnify and hold harmless the State (including, without limitation, NCDIT) and the County, and their respective members,

officers, directors, employees, agents and attorneys (together, the "**Indemnified Parties**"), from any claims of third parties arising out of any act or omission of the Grantee or any third party in connection with the performance of this Agreement or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Grantee hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Grantee or of any third party or of any of their agents, Grantees, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subgrantees, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

**Section 8.3. Insurance.** The Grantee must provide the equivalent insurance coverage for real property and equipment acquired or improved with this award as provided to property owned by the Grantee. In addition, the Grantee, must, at a minimum, provide and maintain during the term of this Agreement insurance coverage that meets the following coverage and limit requirements:

a. **Small Purchases Requirements.** For Small Purchases as defined under 01 N.C.A.C. 05A .0112(35) and 05B .0301(1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.

b. **Requirements for Contracts Between Small Purchase and $1,000,000.00.** For Contracts valued in excess of the Small Purchase threshold, but up to $1,000,000.00 the following limits shall apply:

    1. Worker's Compensation - The Grantee shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of $250,000.00, covering all of Grantee's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Grantee shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

2. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.

3. Automobile - Automobile Liability Insurance, to include liability coverage covering all owned, hired, and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be $250,000.00 bodily injury and property damage; $250,000.00 uninsured/under insured motorist; and $2,500.00 medical payment.

c. **Requirements for Contracts in Excess of $1,000,000.00.** For Contracts valued in excess of $1,000,000.00 the following limits shall apply:

1. Worker's Compensation - The Grantee shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of $500,000.00, covering all of Grantee's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Grantee shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

2. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.

3. Automobile - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $5,000.00 medical payment.

The Grantee's insurance coverage shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Agreement. If the Grantee fails at any time to maintain and keep in force the required insurance, and such default is not cured within ten (10) calendar days of the receipt of written notice of such default, then Grantors may cancel and terminate this Agreement on any future date after giving the Grantee written notice of termination of this Agreement. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations or the indemnification requirements under this Agreement.

The insurer must provide NCDIT with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, the Grantee must provide NCDIT prompt written notice of cancellation, reduction, or material modification of coverage of insurance. If the Grantee fails to provide such notice, the Grantee assumes sole responsibility for all losses incurred by Grantors for which insurance would have provided coverage.

**Section 8.4. Cessation, Bankruptcy, Dissolution, or Insolvency.**

a. **Merger, Consolidation, or Sale.** The Grantee agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Grantee contained in this Agreement, subject to the prior written consent of Grantors if such action constitutes an assignment of the Grantee's obligations under this Agreement. If the Grantee so merges, consolidates, or sells its assets without such an undertaking being provided, it agrees under Section 3.4, Article 7, and this Section of this Agreement to make that payment due under this Agreement to Grantors, upon request and as directed. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under this Agreement, and Grantors may terminate this Agreement upon written notice to the Grantee and hold the Grantee liable for any such payment provided for under Section 3.4, Article 7, and this Section of this Agreement.

b. **Notice of Cessation, Bankruptcy, Dissolution, or Insolvency.** Other than as provided for in this Section, if the Grantee ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Grantee shall give Grantors immediate notice of the event, and shall pay the amount provided under Section 3.4, Article 7, and this Section of this Agreement to Grantors, upon request, as directed and without regard to whether the effective period in Section 3.1 has yet to expire, but only if to make such payment is permissible under applicable bankruptcy, dissolution or insolvency law.

c. **Remedies on Failure to Provide Notice.** If the Grantee fails to provide Grantors notice of ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material breach under this Agreement. If there is such a cessation or such a proceeding, Grantors may terminate this Agreement upon written notice to the Grantee pursuant to Section 7.1. Upon such termination, the Grantee shall pay the applicable clawback amount to Grantors upon request, as directed and without regard to whether the effective period in Section 3.1 has yet to expire, but only if to make such payment is permissible under

applicable bankruptcy, dissolution or insolvency law and, if the matter is under the jurisdiction of a Bankruptcy Court, with approval of the Bankruptcy Court.

**Section 8.5. Binding Effect.** The Terms of this Agreement are and shall be binding upon each of the Parties hereto, their heirs, executives, representatives, agents, attorneys, partners, successors, predecessors-in-interest, members, managers, member-managers, and assigns, and upon all other persons claiming any interest in the subject matter hereto through any of the Parties. The Grantee must disclose this Agreement to any such person or entity described in this Section.

**Section 8.6. Entire Agreement.** This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. This Agreement supersedes all prior agreements between or among the Parties with regard to the Project and expresses the Parties' entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to the provisions set forth in Section 2.5.

**Section 8.7. Titles and Headings.** Titles and Headings in this Contract are used for convenience only and do not define, limit, or proscribe the language of terms identified by such Titles and Headings.

**Section 8.8. Severability.** Each provision of this Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein and the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.

**Section 8.9. Independent Status of the State, the County, the Grantee, and Any Third Parties.**

a. **Independent Entities.** The State (including, without limitation, NCDIT), the County, and the Grantee are independent entities from one another and from any third party. This Agreement, the Project, and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State, the County and the Grantee or between or among either of them or any third party. Nor shall this Agreement or the Project be construed to make any employees, agents or members of the Grantee or any third party into employees, agents, members or officials of the State or the County or to make employees, agents, members or officials of the Grantee into employees, agents, members or officials of the State or the County. Neither the Grantee nor any third party shall have the ability to bind the State or the County to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Grantee have the ability to bind the State or the County to any agreement for payment of goods or services or represent to any person that it has such ability.

b. **Grantees Responsibility for Expense and Insurance.** The Grantee and any third party shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Grantee and any third parties shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this Project. All expenses incurred by the Grantee, or any third party are their sole responsibilities, and neither the State (including, without limitation, NCDIT) nor the County shall be liable for the payment of any obligations incurred in the performance of the Project.

**Section 8.10. Non-Assignability.** The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of Grantors. Claims for money due to the Grantee from Grantors under this Agreement may be assigned to any commercial bank or other financial institution with Grantors' prior written approval. To the extent that Grantors provide written approval to the Grantee to assign or transfer any interest in this Agreement, the Grantee is not relieved of any of the duties and responsibilities of this Agreement and shall obtain agreement from the assignee to abide by the standards contained in 09 N.C.A.C. 03M. Unless Grantors otherwise agree in writing, the Grantee and all assigns are subject to all Grantors' defenses and are liable for all the Grantee's duties that arise from this Agreement and all Grantors' claims that arise from this Agreement.

**Section 8.11. Subcontracting.** The Grantee shall provide, upon request by Grantors, copies of any agreements made by and between the Grantee and any subcontractors for the purpose of performing services to fulfill the Grantee's obligations under this Agreement. The Grantee remains responsible for and is not relieved of any of the duties and responsibilities of this Agreement. The Grantee remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Grantee, including those in 09 N.C.A.C. 03M, and shall provide information in their possession that is needed by the Grantee to comply with these standards. NCDIT is indemnified by the Grantee for any claim presented by a subcontractor, and any contracts made by the Grantee with a subcontractor after the Effective Date of this Agreement for performance of work under this Agreement shall include an affirmative statement that the State and the County are intended third-party beneficiaries of the contract; that the subcontractor has no agreement with the State or the County; and that the State and the County shall be indemnified by the Grantee for any claim presented by the subcontractor. Notwithstanding any other term herein, the Grantee shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

**Section 8.12. No Waiver by the State or the County.** Failure of the State (including, without limitation, NCDIT) and/or the County at any time to require performance of any term or provision of this Agreement shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State or the County of any condition or the breach of any term, provision or representation contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation. No action or failure to act by the State or the County constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

**Section 8.13. Notices**. All notices required or permitted by this Agreement shall be in writing and shall be deemed given when (i) sent via electronic mail with delivery confirmation requested; or (ii) when deposited in the United States mail, certified, return receipt requested, first class, postage prepaid. Notices shall be addressed as follows:

| | | |
|---|---|---|
| If to NCDIT via US mail: | Attn: | **Director, Broadband Infrastructure Office**<br>North Carolina Department of Information Technology<br>NC Broadband Infrastructure Office<br>P.O. Box 17209<br>Raleigh, North Carolina 27619-7209 |
| | Cc: | **Creecy Johnson, Legal Counsel**<br>North Carolina Department of Information Technology<br>NC Broadband Infrastructure Office<br>P.O. Box 17209<br>Raleigh, North Carolina 27619-7209 |
| If to NCDIT via Email | | greatgrant@nc.gov<br>creecy.johnson@nc.gov |
| If to the County via US mail: | Attn: | **Aaron Church**<br>Rowan County Manager<br>130 W. Innes Street |

| | |
|---|---|
| | Salisbury, NC 28144 |
| If to County via Email | **Aaron.church@rowancountync.gov** |
| If to the Grantee via US Mail | Joe Prater<br>101 Innovation Avenue<br>Morrisville, NC 27560 |
| If to the Grantee via Email: | Joe.prater@charter.com |

If, at any time during the term of this Agreement, the Grantee's Authorized Representative changes from the individual identified in this Agreement, the Grantee must provide written notice of such change to Grantors pursuant to this Section within ten (10) calendar days of any such change.

**Section 8.14. Public Records Act Compliance and Confidentiality.** The Grantee may designate appropriate portions of documents or information provided to NCDIT as confidential, consistent with and only to the extent permitted under N.C. Gen. Stat. § 132-1, et seq. or other applicable law, by marking the top and bottom of each page containing confidential information with the following legend in boldface type: "CONFIDENTIAL". By so marking any page, the Grantee warrants that it has formed a good faith belief that the portions marked "CONFIDENTIAL" meet the requirements of the applicable law. NCDIT may serve as custodian of Grantee's confidential information and not as arbiter of claims against its assertion of confidentiality. In the event that NCDIT is served with a subpoena, discovery request, or public record request for information that has been designated by the Grantee as confidential information, NCDIT shall forward written notification thereof to the Grantee, along with the subpoena or other request. NCDIT shall not, pursuant to the subpoena or other request, produce documents or information designated by the Grantee as confidential information without Grantee's written consent or unless ordered to do so by a court of competent jurisdiction.

**Section 8.15. Dispute Resolution.** The Parties agree that it is in their mutual interest to resolve disputes informally. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties after a reasonable period, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

**Section 8.16. Waiver of Objections to Timeliness of Legal Action.** The Grantee knowingly waives any objections it has or may have to timeliness of any legal action (including any

administrative petition or civil action) by the State (including, without limitation, NCDIT) and/or the County to enforce its rights under this Agreement. This waiver includes any objections the Grantee may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

**Section 8.17. Force Majeure.** Except as provided for herein, no Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, flood, earthquake, hurricane, tornado, epidemic, pandemic, or other catastrophic natural event or act of God.

**Section 8.18. Construction, Jurisdiction and Venue.** This Agreement shall be construed and governed by the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purposes, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this Agreement, 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, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.

**Section 8.19. Execution.** This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.

**Section 8.20. Acceptance.** If the Grantee and the County agree to the conditions as stated, please execute this Agreement via AdobeSign. This Agreement may be withdrawn if NCDIT has not received the executed Agreement within thirty (30) days from the date of the cover letter from NCDIT to the Grantee and the County accompanying this Agreement and Grantee Exhibits.

IN WITNESSETH WHEREOF, the Parties, intending to be legally bound hereby, have read, signed, and caused this Agreement to be executed.

**Spectrum Southeast, LLC**

Signature: _____

Printed Name: _____

_____

Title: _____

Date: _____

**Rowan County**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**North Carolina Department of Information Technology**

Signature: _____

Printed Name: Nathaniel Denny

Title: Deputy Secretary for the Division of Broadband and Digital Equity
NC Department of Information Technology

Date: _____

**Exhibit A**
**NCDIT Disclosures**

| 2 C.F.R. 200.332 Required Disclosures | |
|---|---|
| **Disclosure** | **Contract Location** |
| (1) Federal award identification. | |
| Subrecipient name | Section 1.1 |
| Subrecipient's unique entity identifier; | Cover letter; Exhibit B |
| Federal Award Identification Number (FAIN); | Section 1.4 |
| Federal Award Date of award to the recipient by the Federal agency; | Cover letter; |
| Subaward Period of Performance Start and End Date; | Sections 1.7 – 1.9 |
| Subaward Budget Period Start and End Date; | Section 2.1; Exhibit B |
| Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient; | Section 2.2.a.; Exhibit B |
| Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation; | Section 1.4; Exhibit B |
| Total Amount of the Federal Award committed to the subrecipient by the pass-through entity; | Section 1.4; Exhibit B |
| Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA); | Section 1.3 |
| Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity; | Sections 1.1; 8.13 |
| Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement; | Section 1.4 |
| Identification of whether the award is R&D; and | No |
| Indirect cost rate for the Federal award per § 200.414. | Not Applicable |
| (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award; | Section 1.3 |
| (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports; | Sections 2.3/2.4; 5.5; 6.6 |
| (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient; | N/A |
| (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and | Section 5.5 |

| | |
|---|---|
| (6) Appropriate terms and conditions concerning closeout of the subaward. | Sections 4.6; 7.4 |

| **09 NCAC 03M .0703 Required Contract Provisions** | |
|---|---|
| **Provision** | **Contract Location** |
| (1) A specification of the purpose of the award, services to be provided, objectives to be achieved, and expected results; | Section 1.3 |
| (2) The source of funds (such as federal or state) must be identified, including the CFDA number and percentages of each source where applicable. | Section 1.4 |
| (3) Account coding information sufficient to provide for tracking of the disbursement through the disbursing agency's accounting system. | Cover Letter; Agreement Header |
| (4) Agreement to maintain all pertinent records for a period of five years or until all audit exceptions have been resolved, whichever is longer. | Section 2.3/2.4 |
| (5) Names of all parties to the terms of the contract. For the recipient or subrecipient, each contract shall contain the employer/tax identification number, address, contact information, and the recipient's or subrecipient's fiscal year end date. | Sections 1.1; 8.13 |
| (6) Signatures binding all parties to the terms of the contract. | Section 8.19 |
| (7) Duration of the contract, including the effective and termination dates. | Section 1.7 |
| (8) Amount of the contract and schedule of payment(s). | Section 2.2; Exhibit F |
| (9) Particular duties of the recipient. | Section 2.3/2.4 |
| (10) Required reports and reporting deadlines. | Exhibit D |
| (11) Provisions for termination by mutual consent with 60 days written notice to the other party, or as otherwise provided by law. | Section 7.3 |
| (12) A provision that the awarding of State financial assistance is subject to allocation and appropriation of funds to the agency for the purposes set forth in the contract. | Sections 2.2; 2.4 |
| (13) Provision that requires reversion of unexpended State financial assistance to the agency upon termination of the contract. | Sections 2.3/2.4; 2.5; 3.4 |
| (14) A provision that requires compliance with the requirements set forth in this Subchapter, including audit oversight by the Office of the State Auditor, access to the accounting records by both the funding entity and the Office of the State Auditor, and availability of audit work papers in the possession of any auditor of any recipient of State funding. | Sections 2.3/2.4; 4.5; 5.1; 5.2; 5.3; 5.5 |
| (15) A clause addressing assignability and subcontracting, including the following: | |

| | |
|---|---|
| (a) The recipient or subrecipient is not relieved of any of the duties and responsibilities of the original contract. | Section 8.11 |
| (b) The subrecipient agrees to abide by the standards contained in this Subchapter and to provide information in its possession that is needed by the recipient to comply with these standards. | Article 6; Section 8.11 |

*Public Records Statement*

Pursuant to N.C. General Statutes, Chapter 132, 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. Except as otherwise designated under N.C.G.S. 132-1.2 (Confidential Information), 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.

*Policies*

All policies of NCDIT will be made available upon request.

**Exhibit B**
**Scope of Services**

Grantee, Spectrum Southeast, LLC, Application #1000014090, (Rowan County)**,** will carry out the terms of this contract as follows:

## 1. Scope of the Project

This project must provide access to broadband service at speeds of 100:100 Mbps or greater, as defined in Section 1.3 and Article 2 of this Agreement, to all locations proposed in the Application filed by the Grantee and any subsequent materials submitted to NCDIT supporting the Application.

## 2. Project Budget

The proposed budget attached as page 2 to this Exhibit and the budget information submitted in EBS by the Grantee is incorporated herein by reference and approved by NCDIT. Any changes to the project budget must be made in compliance with Section 2.5 of this Agreement. A change of 10% or more constitutes a Material Change and an Amendment to this Agreement is required. A change of less than 10% constitutes a Project Change and the criteria of Section 2.5.b. must be met, approved, and attached as a supplement to this Exhibit.

| Project Expenses | GREAT Award (ARPA) | Matching Amount (ISP Fund) | Total |
|---|---|---|---|
| Easements | | | |
| Materials | $1,132,100.22 | $199,782.39 | $1,331,882.61 |
| Construction/Installation | $1,747,329.09 | $308,352.19 | $2,055,681.28 |
| Testing | | | |
| Engineering | $66,179.04 | $11,678.65 | $77,857.69 |
| Lease/Collocation Fees (one-time fees) | | | |
| Other | $198,537.11 | $35,035.97 | $233,573.08 |
| Other | $723,436.14 | $127,665.20 | $851,101.34 |
| Other | | | |
| **Total** | $3,867,581.60 | $682,514.40 | $4,550,096.00 |
| **Match Percentage** | **85%** | **15%** | **100%** |

## 3. GREAT Award and Matching Funds

The GREAT Award amount in paragraph 2 above and as stated in Section 2.2 of this Agreement is incorporated herein.

Any third-party match shall not exceed 50% of the Grantee's Match Amount. Such amount shall be set out in Exhibit J or a separate two-party agreement.

**Exhibit B**
**Scope of Services**

## 4. Locations

This project will serve the proposed locations in the eligible project area identified in Exhibit I. The locations represent address-level or parcel-level locations submitted in the GREAT Grant Program Application, with any adjustments made due to the protest process or ineligible areas as outlined in the grant Guidance Document.

| | |
|---|---|
| **Households:** | 758 |
| **Businesses:** | 11 |
| **Total Locations:** | 769 |

**Exhibit C**
**Project Milestones**

Documentation for deliverables should accompany the relevant progress report and other requested documentation, demonstrating the achievement of the milestones for the following Periods:

| Milestone | Description |
|---|---|
| • Initial status of the engineering and design of the project<br>• Initial list of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment | Reported in Q1 Progress Report |
| • Status of the engineering and design of the project<br>• List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment | Reported in Q2 Progress Report |
| • Minimum of at least one Reimbursement Request has been submitted | Submission of Reimbursement Request by September 30, 2023 |
| • Evidence of the start of construction<br>• Status of the engineering and design of the project<br>• List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment | Reported in Q4 Progress Report |
| • Minimum of two cumulative Reimbursement Requests have been submitted | Submission of Reimbursement Request by June 30, 2024 |
| • Status of the engineering and design of the project<br>• List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment<br>• Access is available to 10% of the locations with submission of addresses in the format designated by the Office | Reported in Q6 Progress Report |
| • Status of the engineering and design of the project<br>• List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment | Reported in Q7 Progress Report |
| • Completion of the Construction Period<br>• Access is available to 100% of the locations with submission of addresses in the format designated by the Office.<br>• Beginning of Maintenance Period | Reported in Q8 Final Report for End of Construction Period |
| • All reimbursement requests have been submitted | Final submission of Reimbursement Request by March 31, 2025 |
| • Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party) | Reported in Y1 Annual Report |
| • Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party) | Reported in Y2 Annual Report |
| • Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party) | Reported in Y3 Annual Report |

**Exhibit D**
**Reporting Schedule for Progress Reports**

The Grantee is required to submit progress reports based on the following schedule:

| Reporting Period | Due Date | Report Type |
|---|---|---|
| Effective Date to September 30, 2023 | 10/15/23 | Q1 Progress Report |
| October 1, 2023 to December 31, 2023 | 1/15/24 | Q2 Progress Report |
| January 1, 2024 to March 31, 2024 | 4/15/24 | Q3 Progress Report |
| April 1, 2024 to June 30, 2024 | 7/15/24 | Q4 Progress Report |
| July 1, 2024 to September 30, 2024 | 10/15/24 | Q5 Progress Report |
| October 1, 2024 to December 31, 2024 | 1/15/25 | Q6 Progress Report |
| January 1, 2025 to March 31, 2025 | 4/15/25 | Q7 Progress Report |
| April 1, 2025 to June 30, 2025 | 7/15/25 | Q8 Final Report Form for End of Construction Period |
| July 1, 2025 to June 30, 2026 | 7/15/26 | Y1 Annual Progress Report (Maintenance Period) |
| July 1, 2026 to June 30, 2027 | 7/15/27 | Y2 Annual Progress Report (Maintenance Period) |
| July 1, 2027 to June 30, 2028 | 7/31/28 | Y3 Annual Progress Report (Maintenance Period) |

The Grantee shall submit at minimum a quarterly report during the Construction Period, and at minimum an annual report during the Maintenance Period. The schedule above assumes a full two-year construction period. Grantee may move from a quarterly to an annual reporting period prior to the date above, if the construction period of the project is completed early. The final report is due at the time of Project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant.

The Grantee shall submit its Conflict of Interest Policy to NCDIT prior to disbursement of the first payment. At any time during these reporting cycles, the Grantee may be required to submit additional information as outlined in Section 2.3.a./2.4.a. (Broadband Access and Speeds), and Section 2.3.c./2.4.a. (Project Milestones and Progress Reports) of this Agreement. The final quarterly progress report documentation is due at the time of the end of the Construction Period or no later than 30 days after the Construction Period end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant.

**Exhibit D**
**Reporting Schedule for Progress Reports**

**No Overdue Tax Certification Reporting Period and Due Date**

The Grantee shall submit, on an annual basis in accordance with the table below, an updated No Overdue Tax Certification for all funds received by NCDIT. A copy of this certification will be kept along with this Grant Agreement by NCDIT and made available for review pursuant to Section 5.5 of this Grant Agreement.

| Reporting Period | Due Date |
|---|---|
| January 1, 2023 to December 31, 2023 | 1/31/24 |
| January 1, 2024 to December 31, 2024 | 1/31/25 |
| January 1, 2025 to December 31, 2025 | 1/31/26 |
| January 1, 2026 to December 31, 2026 | 1/31/27 |
| January 1, 2027 to December 31, 2027 | 1/31/28 |

Failure to submit progress reports and No Overdue Tax Certification as required may result in one more of the following actions:

1. non-payment of payment requests;
2. termination of the grant;
3. immediate repayment of any funds paid pursuant to this Grant Agreement; and
4. negatively impact Grantee's eligibility for future NC Department of Information Technology grants.

NCDIT NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY

**Exhibit E**

**Progress Report Template**

*(Template may be revised based on program needs or risk assessment - For current version see GREAT Grant Management Documents (Federal) | ncbroadband.gov)*

# GREAT GRANT PROGRAM

**Progress Report Form**

*for the Construction Period*

**GRANTEE INFORMATION (to be completed by Grantee)**

**Grantee Name**: _____

Project Contact Completing this Form: _____ Title: _____

Primary Telephone: _____ Email: _____

**Reporting Period**

From: _____ *(date)*

To: _____ *(date)*

**Contract Information**

Grant Agreement#: _____

Project Title: _____

Project County: _____

Technology Type: _____

**UPLOAD PROGRESS REPORTS TO EBS.NC.GOV**

**DOWNLOAD - HOW TO SUBMIT PROGRESS REPORTS**

**PROJECT UPDATES**

**Please provide progress a description of accomplishments achieved and problems or delay encountered during this reporting period on the categories below.**

**Design/Engineering**:
Provide a *rough* estimate of how much of the design/engineering work has been completed for the total project (including all project areas). (Please check one.) Provide any updates or challenges with the design/engineering work for this project.

- ____ Less than 25% complete
- ____ 25-75% complete
- ____ 75-99.9% complete
- ____ 100% complete

**Securing Assets:**
Provide any updates on securing the following relevant items: rights-of-way; easements; other land; access to poles and completion of make-ready work; access to towers. Provide any challenges that may significantly impact your project design. For WISPs, please list the actual macro towers being utilized and whether leases have been secured.

**Progress Report Template**

*(Template may be revised based on program needs or risk assessment - For current version see GREAT Grant Management Documents (Federal) | ncbroadband.gov)*

**Materials/Supplies:**
Provide any updates on materials/supplies being purchased for the project. Provide any anticipated significant challenges or delays these purchases will have on the project.

**Staffing/Contractors:**
Provide any updates with staffing/labor for the project. Provide any challenges or changes to staffing/labor since the previous reporting period. Provide whether design/engineering and construction labor is primarily in-house or contractors.

*Design/Engineering*:

- ____ In-House Staff
- ____ Contractors
- ____ Both

Please list names of primary contractors.

*Construction/Installation*:

- ____ In-House Staff
- ____ Contractors
- ____ Both

Please list names of primary contractors.

**Milestones:**
Provide the status of any remaining milestone requirements listed in Exhibit C of the Grant Agreement for this reporting period.

NCDIT NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY

**Exhibit E**

**Progress Report Template**

*(Template may be revised based on program needs or risk assessment - For current version see GREAT Grant Management Documents (Federal) | ncbroadband.gov)*

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**Project Expenditures**

Provide the total expenditures for all eligible expenditures as defined in Section 2.2.c. of the Grant Agreement for the reporting period and cumulative to date. Provide any justifications for expenditures or cost overruns, as applicable. Attach financial documentation as needed to this report.

| Project Expenses | Total Expenditures (Reporting Period) | Total Expenditures (Cumulative – To Date) |
|---|---|---|
| Easements | | |
| Materials | | |
| Construction/Installation | | |
| Testing | | |
| Engineering | | |
| Lease/Collocation Fees (one-time fees) | | |
| Other (Specify) | | |
| Justification: | | |

**Provision of Service:**

Is service available yet to any GREAT locations (potential subscribers) within this project?

- ____ Yes
- ____ No

If yes, please provide estimated numbers below:

| | Estimated number of locations |
|---|---|
| GREAT Households with broadband available: | |
| GREAT Businesses with broadband available: | |
| GREAT Ag Operations with broadband available: | |
| GREAT Community Anchor Institutions with access | |

**GRANTEES ARE REQUIRED TO REPORT ONLY ON GREAT GRANT LOCATIONS. DO NOT SUBMIT ADDITIONAL LOCATIONS OUTSIDE OF THE CONTRACTED GREAT GRANT AGREEMENT. IF ADDITIONAL LOCATIONS ARE INCLUDED THE REPORT WILL BE RETURNED TO THE GRANTEE.**

---

**Completion of Construction Period of project:**

*Broadband access is considered available if service can be provided to the GREAT location(s) immediately or within ten (10) business days upon request and without cost to the customer other than standard connection fees. Grantees who have completed the Construction Period of the project will be provided the Final Report Form for completion. Upon verification of the Final Report by NCDIT, Grantees will move to the Maintenance Period of the GREAT Grant.*

If you have completed the entire Construction Period of this GREAT grant, and made service available to all required GREAT locations, please indicate below:

- ____ Yes (all construction has been completed and service availability to all locations is complete.)

**Exhibit E**

**Progress Report Template**

*(Template may be revised based on program needs or risk assessment - For current version see GREAT Grant Management Documents (Federal) | ncbroadband.gov)*

## Broadband Provider (ISP) Certification and Attestation

The undersigned representative of the Grantee certifies that the information in this progress report is true, correct, and complete to the best of the signatory's knowledge and belief. The signatory further certifies:

1. as Authorized Representative, the signatory has been authorized to file this progress report;
2. that the Grantee has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable to this project;
3. that the Grantee certifies the financial and organizational strength regarding the ability to successfully meet the terms of the grant requirements and the ability to meet the potential for repayment of grant funds; and
4. attests that the project area described in Exhibit B of the Grant Agreement is eligible.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE** **Date**

**TYPED NAME AND TITLE**

**Exhibit F**
**Payment Process**

NCDIT requires regular reimbursement requests to ensure review of eligible expenditures and verify progress of the project. Reimbursement requests may be submitted on an as-needed basis, but no more than one time per month during the Construction Period, and at minimum must be submitted in accordance with the respective Project Milestone for Reimbursement Requests, as specified in Exhibit C. If Reimbursement Request submissions do not coincide with a Progress Report deadline, NCDIT may request an additional Progress Report (within the quarter), to accompany the Payment Request. With exception to those eligible expenditures incurred in accordance with Section 2.2.e., eligible expenditures may only be incurred during the Construction Period.

Prior to disbursement of the first Reimbursement Request, the Grantee shall submit a copy of its Conflict of Interest Policy.

In order to receive reimbursement funds, the Grantee must submit the following documentation:

1. Payment Request through the NCDIT EBS portal, in accordance with the process outlined in 2.3.e/2.4.e;
2. Copies of eligible expenditure invoices, all invoices shall include:
    - date of invoice,
    - invoice #,
    - description of service or item, and
    - the name of the vendor;
3. Evidence showing invoices have been paid in full. Evidence may include but not limited to a copy of cleared checks or wire transfer receipts issued toward Project expenses;
4. Proof progress reports are in good standing;
5. Any additional documentation requested by NC DIT related to the Project, including but not limited to the following:
    - mapping information,
    - verification of broadband service to the committed locations, and
    - verification that milestones, as defined in Section 2.3.c./2.4.c., have been met.
6. A request for budget changes must be approved prior to submitting a reimbursement request. If a grantee's budget has changed and does not match the Grant Agreement and the budget in the EBS Portal, the reimbursement request will be rejected in the NCDIT.

One final claim may be submitted for reimbursement within 90 days from the end date of the Construction Period. This Payment Request is subject to NCDIT receiving and approving the following documentation:

1. All final invoices and proof of payment for each invoice. All invoices must be for work incurred prior to the end of the Construction Period;
2. The "Final Report Form for the End of Construction Period," detailed in Exhibit C and D; and

3. Mapping files, in the NCDIT approved format, that identifies all contracted locations having broadband access.

Payments are subject to the availability of funds. NCDIT will use best efforts to issue the funds due to the Grantee within thirty (30) days of approval of the documentation submitted by the Grantee.

**Exhibit G**
**31 C.F.R. PART 21 – Certification Regarding Lobbying**

Grantee certifies to the best of their knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal 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. A copy of this form is contained in 31 C.F.R. Pt. 21, App. B.

3. Grantee 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 and 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.

The Grantee certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

| Signature of Authorized Representative | Print Name | Date |
|---|---|---|

NCDIT | NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY

**Exhibit H**

**Key Personnel of the Grantee**

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## GREAT GRANT PROGRAM (FEDERAL)

Growing Rural Economies with Access to Technology Program

**Purpose:** The purpose of this document is for the awardee to identify and determine the responsibilities of a representative from the company with regards to administering the GREAT Grant Project. This document will establish the appropriate contacts from the awardee, assign responsibility and delegate authority to appropriate staff to ensure compliance with the executed grant agreement.

The Grantee's Project Contacts table can be edited, and additional rows may be added, as needed, by the user. **Please include a copy of a letter on company letterhead by the principal or legal counsel certifying the roles of the representatives listed in the table.**

---

**Definitions**

**Awardee Name:** Legal name of the awardee as indicated in the submitted application

**Application #:** The application number assigned by the Enterprise Business Service (EBS) online application portal at the time of application submission. You may also reference the application # in the award letter.

**Unique Entity Identifier (UEI):** Awardees must have an active Unique Entity Identifier. This is required due to the use of federal funds per 2 CFR 200.206 (link). At the time of application, the identifier was referred to as the System Award Management (SAM) ID and used the DUNS number as part of the registration process. The SAM.gov transitioned from using DUNS numbers to the UEI on April 4, 2022. If your organization does not have a UEI, please register or update your information at this link: SAM.gov | Home.

**Principal:** The person that has the authority to enter a legally binding contract with the State of North Carolina.

**Legal Counsel**: The person that serves as legal counsel on behalf of the company and will review the grant agreement from the NC Department of Information Technology.

**Fiscal Representative:** The person that will submit claims for reimbursement.

**Authorized Representative:** The person that is responsible for certifying and submitting progress report documentation.

**Construction Manager and/or Engineer:** The person that is responsible for questions about the construction of broadband infrastructure.

**Authorized User(s) for the EBS on-line portal:** The person that has access to the Enterprise Business Services (EBS) on-line portal. Please ensure that the authorized user has a valid

NCDIT | NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY

**Exhibit H**

**Key Personnel of the Grantee**

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NCID username and password (register here). In addition, ensure that the user has received authorization to access the EBS (register here).

| | |
|---|---|
| **Awardee Name:** | **Spectrum Southeast, LLC** |
| **Application #:** | **1000014090 - 2022 NC GREAT – Rowan County Project** |
| **Unique Identify Identifier (as registered with SAM.gov)** | **FKP2W71T9GK7** |
| **Tax Identification #:** | **45-4608839** |
| **Awardee Fiscal Year End Date:** | **December 31** |

| Responsibility | Full Name, Title | Contact Information<br>Business Name<br>Mailing Address<br>Email Address and Phone |
|---|---|---|
| Principal | Douglas Davis<br>Regional Vice President,<br>Field Operations | Spectrum Southeast, LLC<br>7910 Crescent Executive Drive<br>Charlotte, NC 28217<br>Phone: (704) 206-2856<br>Email: Douglas.Davis@charter.com |
| Legal Counsel | Elana Shapochnikov<br>Vice President, Law-Policy,<br>PPR Legal | Charter Communications, LLC<br>400 Washington Blvd.<br>Stamford, CT 06902<br>Phone: 203-705-5671<br>Email: Elana.Shapochnikov@charter.com |
| Fiscal Representative | Paul Niebrugge, Director,<br>Capital & Fixed Assets,<br>Accounting | Charter Communications, LLC<br>12405 Powerscourt Drive<br>St. Louis, MO 63131<br>Phone: (314) 543-2271<br>Email: Paul.Niebrugge@charter.com |
| Authorized Representative | Joe Prater, Director, State<br>Government Affairs | Spectrum Southeast, LLC<br>101 Innovation Avenue<br>Morrisville, NC<br>Phone: (919) 390-4828<br>Email: Joe.Prater@charter.com |
| Construction Manager and/or Engineer | Bill Pisowicz<br>Vice President, Engineering | Spectrum Southeast, LLC<br>7910 Crescent Executive Drive<br>Charlotte, NC 28217<br>Phone: (704) 206-6764<br>Email: Bill.Pisowicz@charter.com |
| Authorized User(s) for the Enterprise Business Services (EBS) on-line portal | Joe Prater, Director, State<br>Government Affairs | Spectrum Southeast, LLC<br>101 Innovation Avenue<br>Morrisville, NC<br>Phone: (919) 390-4828<br>Email: Joe.Prater@charter.com |

**Exhibit H**

**Key Personnel of the Grantee**

| | | |
|---|---|---|
| Reserved for other representatives | | |
| Reserved for other representatives | | |

**Exhibit I**
**Mapping Files**

The Grantee must make broadband service available to all households and businesses approved for this project. The household and business locations represent address-level locations submitted in the GREAT Grant Program Application and any adjustments due to the protest process or ineligible locations as required by NCDIT.

The data file listing the locations submitted by Grantee and approved by NCDIT for this Project is considered a part of this Grant Agreement and is incorporated into the Agreement by reference. A copy of this data file listing these final locations, as previously agreed upon by the Parties, is being provided to the Grantee as a csv file in a separate email with the following naming structure: (Application number_AWARD_LOCATIONS.csv). The approved and required locations are outlined in the data file, which includes addresses and coordinates from the AddressNC statewide address dataset. The full address field contains the complete address provided by the local county addressing authority. Also provided for each location are decimal degrees coordinates, state plane latitude and longitude, US National Grid Coordinates, and Google Plus Codes that can be used to map the locations in a variety of mapping platforms.

A map of the locations is also included in this Exhibit.

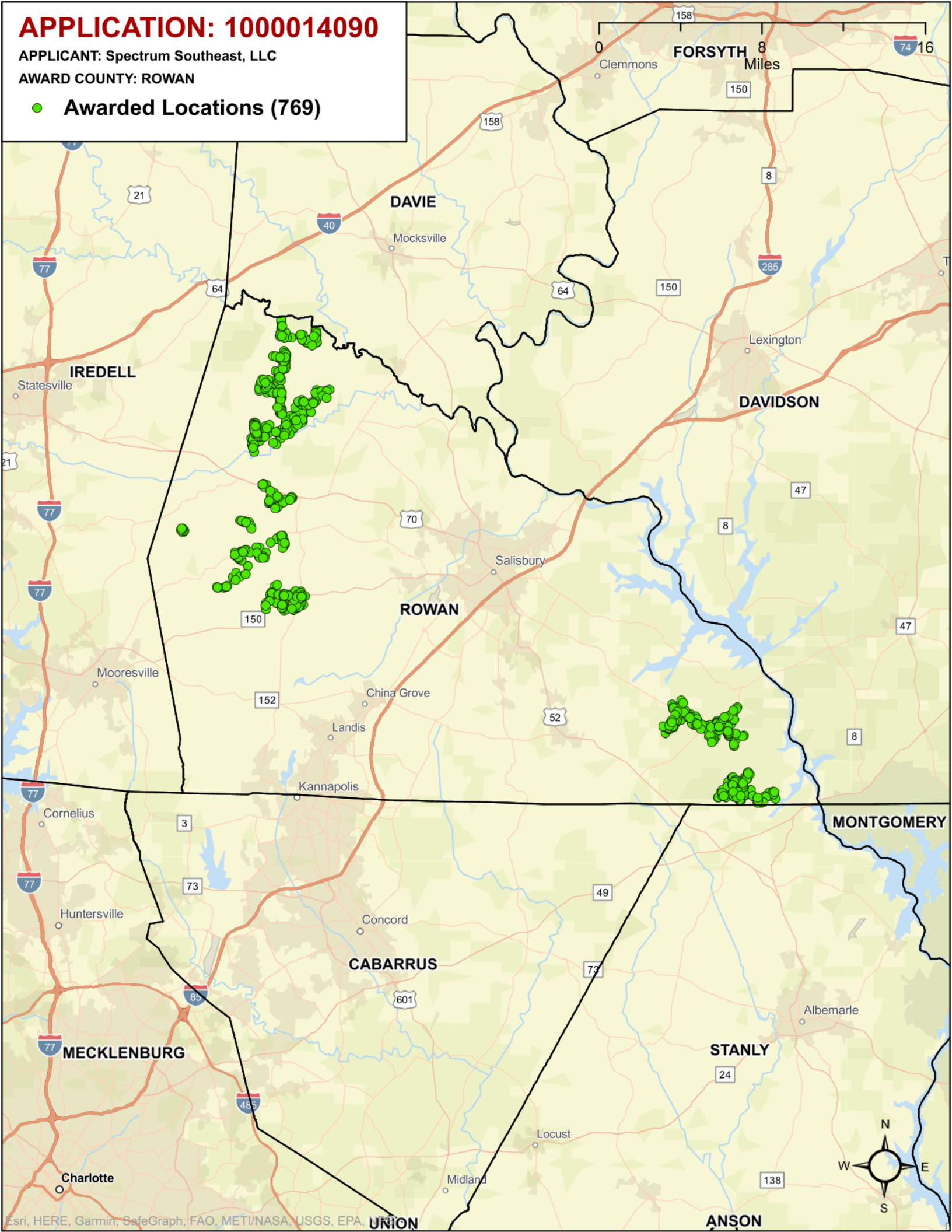

APPLICATION: 1000014090
APPLICANT: Spectrum Southeast, LLC
AWARD COUNTY: ROWAN
Awarded Locations (769)
0
8
16
Miles
FORSYTH
Clemmons
DAVIE
Mocksville
IREDELL
Statesville
DAVIDSON
Lexington
ROWAN
Salisbury
China Grove
Landis
Kannapolis
Mooresville
Cornelius
Huntersville
Concord
CABARRUS
MECKLENBURG
Charlotte
MONTGOMERY
STANLY
Albemarle
Locust
Midland
UNION
ANSON
158
150
8
21
40
77
64
285
70
47
52
73
49
601
485
24
138
N
S
E
W
Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, USFS

EXHIBIT J

COUNTY MATCHING FUNDS

*Option 2: Payment in full at the end of the Construction Period*

*Please fill in all information in brackets*

The County of Rowan ("County") is contributing $100,000 in matching funds to Charter as part of this Project. The County is using ARPA Infrastructure funds for this match.

The funds will be wired to Charter in full within 30 days after the County receives the final progress report for the Construction Period from the North Carolina Department of Information Technology.

The County and the Grantee will notify NCDIT of any changes to this Exhibit within 30 days of such change(s).

| COUNTY: | CHARTER: |
|---|---|
| Name: _____ | Name: _____ |
| Signature: _____ | Signature: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Purchasing Director & Don Bringle; Parks & Recreation Director |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Award DNP Nature Center Trail - R&L Glover Enterprises, Inc. |

---

Rowan County worked with Bogle Firm Architecture, PLLC and received proposals to build a ADA compliant trail behind the Dan Nicholas Park Nature Center. After a re-bid five (5) bid respnses were received on Bid 2023-029(a). The County would like to award the bid to R&L Glover Enterprises, LLC who submitted the lowest total base bid in the amount of $23,460.00.

The County received non-recurring federal grant (ARPA) funds for this project.

Attached are the bid tab, bid documents submitted by R&L, and contract.

Board of Commissioners to award the bid to R&L Glover Enterprises, Inc. and authorize the County Manager to approve the contract with R&L Glover Enterprises, Inc. in the amount of $23,460.00.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Bid Documents | 7/5/2023 | Cover Memo |
| Bid Tab | 7/5/2023 | Cover Memo |
| Contract | 7/12/2023 | Cover Memo |

# FORM OF PROPOSAL
# Dan Nicholas Park – Nature Center Trail
# 2023-029 DNP Nature Center ADA Compliant Trail

Rowan County, NC

Contractor Name: R&L Glover Enterprises Inc.

Submitted herewith is my/our proposal for the **Dan Nicholas Park – Nature Center Trail,** for Rowan County owned facilities.

**SECTION 1. PRELIMINARY:**

The undersigned, as bidder, hereby declares that the only person(s) interested in this proposal as principal(s) is/are named herein; that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

If this proposal is accepted, the undersigned bidder proposes and agrees to contract with Rowan County in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction in full and complete accord with the plans, specifications and contract documents and to the full and complete satisfaction of the Architect and Owner with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and contract documents for the sum of:

## Single Prime Contract:

**BASE BID:** Twenty Three Thousand Four Hundred Sixty **DOLLARS ($** 23,460.00 **)**
**(including allowances specified in Section 01020)**

**SECTION 2. ALTERNATES:**

**(NONE ON THIS PROJECT UNLESS ADDED PER ADDENDUM)**

Each alternate price listing in this proposal shall cover all costs required for this particular part of the work, complete and in place, including all changes, alterations or modifications to surrounding work required to accommodate the substitution, addition, deletion or other change.

The Architect reserves the right to recommend to the Owner the acceptance or rejection of any or all alternates. The Owner reserves the right to accept or reject any or all such recommendations. The Owner further reserves the right to accept or reject alternates in any order they preferred without regard to whether or not their selected order effects bid outcome.

Should any of the alternates as described in the specifications be accepted, the amount written below shall be "added to" or "deducted from" the Base Bid. Signify the option intended by the words "add" or "deduct" in front of the written figures and the like "plus" or "minus" signs in front of the numerals.

**SECTION 3. UNIT PRICES:**

**(NONE ON THIS PROJECT UNLESS ADDED PER ADDENDUM)**

Unit prices are for complete work and no profit or overhead shall be added or deducted when applying unit prices. No work described on the drawings or specifications is to be bid as a unit price. Unit price costs will be used only for additional work the owner may want to include in the work by change order.

**SECTION 4. COMPLETION OF WORK:**

If the undersigned bidder is notified of the acceptance of this proposal, he agrees to execute a contract for the above stated compensation in the form of the Standard Agreement of the American Institute of Architects and to commence work within ten (l0) days after signing of the contract. The undersigned bidder proposes to complete the construction and have the work ready for Final Inspection **on or before the schedule listed below** from date of "commencement of work".

**Construction to begin July 24, 2023**
**Substantial Completion September 28, 2023**

The undersigned further agrees that in the case of failure on his part to execute the said contract and required bonding within ten (10) consecutive calendar days after written notice of award of the contract has been given, the check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner for this project as liquidated damages for such failure.

**SECTION 5. ADDENDA/BULLETINS:**

The undersigned bidder acknowledges receipt of the following Addenda and/or Bulletins:

Addendum No._____ Dated _____

Addendum No._____ Dated _____

WITNESS

President
SIGNATURE AND TITLE

R&L Glover Enterprises
FIRM NAME

129 Brandon Drive
ADDRESS

Salisbury, NC 28147
CITY, STATE, ZIP

73475
LICENSE NUMBER

(seal)

06/29/23
DATE

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

**CONTRACTOR:**
*(Name, legal status and address)*
R&L Glover Enterprises, Inc.

129 Brandon Drive
Salisbury, NC 28146

**SURETY:**
*(Name, legal status and principal place of business)*
Old Republic Surety Company

**Mailing Address for Notices**
445 S. Moorland Road, Ste. 200
Brookfield, WI 53005

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**
*(Name, legal status and address)*
Rowan County

6800 Bringle Ferry Road
Salisbury, NC 28146

**BOND AMOUNT:** Five Percent of Amount Bid (5%)

**PROJECT:**
*(Name, location or address, and Project number, if any)*
Dan Nicholas Park - Nature Center ADA Compliant Trail - Rowan County, NC

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of June, 2023

(Witness)

R&L Glover Enterprises, Inc.
(Principal) (Seal)

By: President
(Title)

(Witness) Allison K. Stephens

Old Republic Surety Company
(Surety) (Seal)

By:
(Title) Michelle L. Richards, Attorney-in-Fact

S-0054AS 8/10

# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint KEVIN BEYER, AIMEE R. HORVATH, MICHELLE L. RICHARDS, JOHN D. WILLIAMS JR., JOSIE L. KNOWLES, ALLISON K. STEPHENS of HARRISBURG, PA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)***, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 19, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 19,1982.

RESOLVED: that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER: that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10th day of April, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J Haffner
Assistant Secretary

SEAL

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS.

On this 10th day of April, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

**(Expiration of notary's commission does not invalidate this instrument)**

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

72-6400

SEAL

Signed and sealed at the City of Brookfield, WI this 29th day of June, 2023.

Karen J Haffner
Assistant Secretary

ORSC 22282 (3-08)

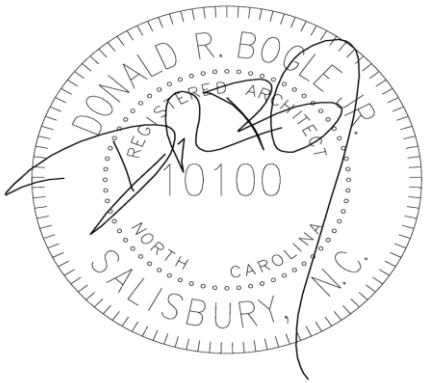
KEYSTONE BONDING & SURETY AGY

# BID TABULATION
## Rowan County - Dan Nicholas Nature Trail Compliance
## Thursday, June 29, 2023

| CONTRACTORS | License Number | Bid Bond | | | | | BASE BID |
|---|---|---|---|---|---|---|---|
| Central Piedmont Builders | 73963 | x | | | | | $28,950.00 |
| | | | | | | | |
| Innovative Contracting Group | 80663 | x | | | | | $96,820.00 |
| | | | | | | | |
| Ground Thunder Construction | | | | | | | |
| | | | | | | | |
| Trail West Builders | 82383 | x | | | | | $63,434.00 |
| | | | | | | | |
| R&L Glover Enterprises | 73975 | x | | | | | $23,460.00 |
| | | | | | | | |
| GCL Devlopment | 57228 | x | | | | | $39,900.00 |
| | | | | | | | |

I certify that the above is a true and accurate tabulation of the bids received at the above referenced dates.

The Bogle Firm
Architecture, PLLC
Salisbury, NC




Signature

# AIA® Document A104® – 2017

## *Standard Abbreviated Form of Agreement Between Owner and Contractor*

**AGREEMENT** made as of the Seventeenth day of July in the year Two Thousand Twenty Three
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:
*(Name, legal status, address and other information)*

Rowan County
130 W. Innes Street
Salisbury, NC 28144

and the Contractor:
*(Name, legal status, address and other information)*

R&L Glover Enterprises, Inc.
129 Brandon Drive
Salisbury, NC 28144

for the following Project:
*(Name, location and detailed description)*

Dan Nicholas Nature Trail
6800 Bringle Ferry Road, Salisbury, NC 28146
This project consist of the construction of a concrete sidewalk and ramp (including handrails) to provide ADA accessible connection between two existing concrete walkways behind the existing Nature Center. Construction Documents are dated May 2, 2023 and bids were opened on June 29, 2023.

The Architect:
*(Name, legal status, address and other information)*

Bogle Firm Architecture, PLLC
110 N. Main Street, Suite 200
Salisbury, NC 28144

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**Init.**
BE I

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TABLE OF ARTICLES


1 THE WORK OF THIS CONTRACT

2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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10 ARCHITECT

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13 CHANGES IN THE WORK

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15 PAYMENTS AND COMPLETION

16 PROTECTION OF PERSONS AND PROPERTY

17 INSURANCE AND BONDS

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19 MISCELLANEOUS PROVISIONS

20 TERMINATION OF THE CONTRACT

21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK


## ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 2.1** The date of commencement of the Work shall be:
*(Check one of the following boxes.)*

[ ] The date of this Agreement.


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**User Notes:** (1450862663)

[ ] A date set forth in a notice to proceed issued by the Owner.

[ X ] Established as follows:
*(Insert a date or a means to determine the date of commencement of the Work.)*

July 24, 2023

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 2.2** The Contract Time shall be measured from the date of commencement.

**§ 2.3 Substantial Completion**

**§ 2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
*(Check the appropriate box and complete the necessary information.)*

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: September 28, 2023

**§ 2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|---|---|

**§ 2.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

## ARTICLE 3 CONTRACT SUM

**§ 3.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
*(Check the appropriate box.)*

[ X ] Stipulated Sum, in accordance with Section 3.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

*(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)*

**§ 3.2** The Stipulated Sum shall be Twenty Three Thousand, Four Hundred Sixty dollars ($ 23,460.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 3.2.1** The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

none

**§ 3.2.2** Unit prices, if any:


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User Notes: (1450862663)

*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|
| none | | |

**§ 3.2.3** Allowances, if any, included in the stipulated sum:
*(Identify each allowance.)*

| Item | Price |
|---|---|
| General Contingency Allowance | $2,000 |

**§ 3.3 Cost of the Work Plus Contractor's Fee**
**§ 3.3.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.3.2** The Contractor's Fee:
*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

N/A

**§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price**
**§ 3.4.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.4.2** The Contractor's Fee:
*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

N/A

**§ 3.4.3 Guaranteed Maximum Price**
**§ 3.4.3.1** The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed N/A ($ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
*(Insert specific provisions if the Contractor is to participate in any savings.)*

N/A

**§ 3.4.3.2** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

N/A

**§ 3.4.3.3** Unit Prices, if any:
*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|
| N/A | | |

**§ 3.4.3.4** Allowances, if any, included in the Guaranteed Maximum Price:
*(Identify each allowance.)*


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User Notes: (1450862663)

| Item | Price |
| --- | --- |
| N/A | |

**§ 3.4.3.5** Assumptions, if any, on which the Guaranteed Maximum Price is based:

N/A

**§ 3.4.3.6** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 3.4.3.7** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

**§ 3.5** Liquidated damages, if any:
*(Insert terms and conditions for liquidated damages, if any.)*

If work does not reach substantial completion prior to the date listed in this contract (September 28, 2023), the Architect will access Liquidated Damages to the Contract at the rate of Two Hundred Fifty dollars ($250) per calendar day until substantial completion is achieved and verified by the Architect.

## ARTICLE 4 PAYMENT

### § 4.1 Progress Payments

**§ 4.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 4.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 4.1.3** Provided that an Application for Payment is received by the Architect not later than the FIRST day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the LAST day of the SAME month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than THIRTY ( 30 ) days after the Architect receives the Application for Payment.
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 4.1.4** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

10% Retainage on each Pay Application

**§ 4.1.5** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
*(Insert rate of interest agreed upon, if any.)*

%


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**§ 4.2 Final Payment**

**§ 4.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

**.1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

**.2** the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and

**.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

**§ 4.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 5 DISPUTE RESOLUTION

**§ 5.1 Binding Dispute Resolution**

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:
*(Check the appropriate box.)*

[ ] Arbitration pursuant to Section 21.6 of this Agreement

[ **X** ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

## ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

**§ 6.1** The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

**§ 6.1.1** The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

**§ 6.1.2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
*(Insert the date of the E203–2013 incorporated into this Agreement.)*

**§ 6.1.3** The Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|

**§ 6.1.4** The Specifications:
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*


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| Section | Title | Date | Pages |
|---|---|---|---|

**§ 6.1.5** The Drawings:
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

| Number | Title | Date |
|---|---|---|
| A1.1 | Nature Center Trail | 5.2.23 |

**§ 6.1.6** The Addenda, if any:

| Number | Date | Pages |
|---|---|---|
| None | | |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

**§ 6.1.7** Additional documents, if any, forming part of the Contract Documents:

**.1** Other Exhibits:
*(Check all boxes that apply.)*

[ ] Exhibit A, Determination of the Cost of the Work.

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

[ ] The Sustainability Plan:

| Title | Date | Pages |
|---|---|---|

[ ] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|

**.2** Other documents, if any, listed below:
*(List here any additional documents that are intended to form part of the Contract Documents.)*

## ARTICLE 7 GENERAL PROVISIONS

### § 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.


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**§ 7.2 The Contract**
The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

**§ 7.3 The Work**
The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

**§ 7.4 Instruments of Service**
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

**§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service**
**§ 7.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

**§ 7.6 Digital Data Use and Transmission**
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 7.7 Building Information Models Use and Reliance**
Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**§ 7.8 Severability**
The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 7.9 Notice**
**§ 7.9.1** Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to


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whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 7.9.2** Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

**§ 7.10 Relationship of the Parties**
Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**ARTICLE 8 OWNER**
**§ 8.1 Information and Services Required of the Owner**
**§ 8.1.1** Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

**§ 8.1.2** The Owner shall furnish all necessary surveys and a legal description of the site.

**§ 8.1.3** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 8.1.4** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 8.2 Owner's Right to Stop the Work**
If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

**§ 8.3 Owner's Right to Carry Out the Work**
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services


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made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

## ARTICLE 9 CONTRACTOR

### § 9.1 Review of Contract Documents and Field Conditions by Contractor

**§ 9.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 9.1.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

**§ 9.1.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

### § 9.2 Supervision and Construction Procedures

**§ 9.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**§ 9.2.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

### § 9.3 Labor and Materials

**§ 9.3.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 9.3.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 9.3.3** The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

### § 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the


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Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

**§ 9.5 Taxes**

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

**§ 9.6 Permits, Fees, Notices, and Compliance with Laws**

**§ 9.6.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

**§ 9.7 Allowances**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

**§ 9.8 Contractor's Construction Schedules**

**§ 9.8.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

**§ 9.9 Submittals**

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

**§ 9.9.2** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

**§ 9.9.3** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract


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Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

**§ 9.10 Use of Site**
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**§ 9.11 Cutting and Patching**
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

**§ 9.12 Cleaning Up**
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

**§ 9.13 Access to Work**
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

**§ 9.14 Royalties, Patents and Copyrights**
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

**§ 9.15 Indemnification**
**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 10 ARCHITECT
**§ 10.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.


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**§ 10.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

**§ 10.3** The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 10.4** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**§ 10.5** Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 10.6** The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

**§ 10.7** The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 10.8** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

**§ 10.9** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

## ARTICLE 11 SUBCONTRACTORS

**§ 11.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

**§ 11.2** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 11.3** Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and


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Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

## ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

**§ 12.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

**§ 12.2** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

**§ 12.3** The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

## ARTICLE 13 CHANGES IN THE WORK

**§ 13.1** By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

**§ 13.2** Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

**§ 13.3** The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

**§ 13.4** If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

## ARTICLE 14 TIME

**§ 14.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 14.2** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.


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**§ 14.3** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**§ 14.4** The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

**§ 14.5** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 Schedule of Values

**§ 15.1.1** Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 15.1.2** The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

### § 15.2 Control Estimate

**§ 15.2.1** Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

**§ 15.2.2** The Control Estimate shall include:

- **.1** the documents enumerated in Article 6, including all Modifications thereto;
- **.2** a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- **.3** a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- **.4** a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- **.5** a list of any contingency amounts included in the Control Estimate for further development of design and construction.

**§ 15.2.3** When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

**§ 15.2.4** The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

**§ 15.2.5** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

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**§ 15.3 Applications for Payment**

**§ 15.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 15.3.2** With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

**§ 15.3.3** Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 15.3.4** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

**§ 15.4 Certificates for Payment**

**§ 15.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

**§ 15.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 15.4.3** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of


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.1 defective Work not remedied;
.2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 15.4.4** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

**§ 15.5 Progress Payments**

**§ 15.5.1** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

**§ 15.5.2** Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

**§ 15.5.3** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 15.5.4** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

**§ 15.6 Substantial Completion**

**§ 15.6.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 15.6.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 15.6.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 15.6.4** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.


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### § 15.7 Final Completion and Final Payment

**§ 15.7.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 15.7.2** Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

**§ 15.7.3** The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- **.1** liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 15.7.4** Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

### § 16.2 Hazardous Materials and Substances

**§ 16.2.1** The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and


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Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 16.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 16.2.3** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## ARTICLE 17 INSURANCE AND BONDS

### § 17.1 Contractor's Insurance

**§ 17.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

**§ 17.1.2** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million ($ 2,000,000 ) each occurrence, two million ($ 2,000,000 ) general aggregate, and two million ($ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

**.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

**.2** personal and advertising injury;

**.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

**.4** bodily injury or property damage arising out of completed operations; and

**.5** the Contractor's indemnity obligations under Section 9.15.

**§ 17.1.3** Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than two million ($ 2,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ 17.1.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 17.1.5** Workers' Compensation at statutory limits.

**§ 17.1.6** Employers' Liability with policy limits not less than five hundred thousand ($ 500,000 ) each accident, five hundred thousand ($ 500,000 ) each employee, and five hundred thousand ($ 500,000 ) policy limit.


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**§ 17.1.7** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than N/A ($ ) per claim and ($ ) in the aggregate.

**§ 17.1.8** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than N/A ($ ) per claim and ($ ) in the aggregate.

**§ 17.1.9** Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than N/A ($ ) per claim and ($ ) in the aggregate.

**§ 17.1.10** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

**§ 17.1.11** The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

**§ 17.1.12** To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

**§ 17.1.13** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**§ 17.1.14 Other Insurance Provided by the Contractor**
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

| Coverage | Limits |
|---|---|
| N/A | |

**§ 17.2 Owner's Insurance**
**§ 17.2.1 Owner's Liability Insurance**
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

**§ 17.2.2 Property Insurance**
**§ 17.2.2.1** The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section


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17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ 17.2.2.2** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

**§ 17.2.2.3** If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ 17.2.2.4** If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ 17.2.2.5** Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ 17.2.2.6** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

**§ 17.2.2.7 Waiver of Subrogation**

**§ 17.2.2.7.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 17.2.2.7.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

**§ 17.2.2.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any


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applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 17.2.3 Other Insurance Provided by the Owner**
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

| Coverage | Limits |
|---|---|
| N/A | |

**§ 17.3 Performance Bond and Payment Bond**
**§ 17.3.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

**§ 17.3.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## ARTICLE 18 CORRECTION OF WORK

**§ 18.1** The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

**§ 18.2** In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

**§ 18.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

**§ 18.4** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 18.5** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## ARTICLE 19 MISCELLANEOUS PROVISIONS

**§ 19.1 Assignment of Contract**
Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

**§ 19.2 Governing Law**
The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.


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**§ 19.3 Tests and Inspections**
Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 19.4** The Owner's representative:
*(Name, address, email address and other information)*

Don Bringle
130 W. Innes Street
Salisbury, NC 28144

don.bringle@rowancountync.gov

**§ 19.5** The Contractor's representative:
*(Name, address, email address and other information)*

Bryce Evans
R&L Glover Enterprises
129 Brandon Drive
Salisbury, NC 28147
bevans9114@gmail.com

**§ 19.6** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**ARTICLE 20 TERMINATION OF THE CONTRACT**
**§ 20.1 Termination by the Contractor**
If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

**§ 20.2 Termination by the Owner for Cause**
**§ 20.2.1** The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 20.2.2** When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the


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Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 20.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 20.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

### § 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:
*(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)*

## ARTICLE 21 CLAIMS AND DISPUTES

**§ 21.1** Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

### § 21.2 Notice of Claims

**§ 21.2.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 21.2.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

### § 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

**§ 21.4** If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

**§ 21.5** The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is


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stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 21.6** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 21.7** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 21.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

**§ 21.9** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 21.10 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 21.11 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

| | |
|---|---|
| | Bryce Evans |
| **OWNER** *(Signature)* | **CONTRACTOR** *(Signature)* |
| | Bryce Evans, President |
| *(Printed name and title)* | *(Printed name and title)* |


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## *AIA® Document A104® – 2017*

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**PAGE 1**

**AGREEMENT** made as of the Seventeenth day of July in the year Two Thousand Twenty Three

...

Rowan County
130 W. Innes Street
Salisbury, NC 28144

...

R&L Glover Enterprises, Inc.
129 Brandon Drive
Salisbury, NC 28144

...

Dan Nicholas Nature Trail
6800 Bringle Ferry Road, Salisbury, NC 28146
This project consist of the construction of a concrete sidewalk and ramp (including handrails) to provide ADA accessible connection between two existing concrete walkways behind the existing Nature Center. Construction Documents are dated May 2, 2023 and bids were opened on June 29, 2023.

...

Bogle Firm Architecture, PLLC
110 N. Main Street, Suite 200
Salisbury, NC 28144

**PAGE 3**

[ X ] Established as follows:

...

July 24, 2023

...

[ X ] By the following date: September 28, 2023

...

[ X ] Stipulated Sum, in accordance with Section 3.2 below

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...

**§ 3.2** The Stipulated Sum shall be Twenty Three Thousand, Four Hundred Sixty dollars (\$ 23,460.00 ), subject to additions and deductions as provided in the Contract Documents.

...

none

**PAGE 4**

none

...

| | |
|---|---|
| General Contingency Allowance | \$2,000 |

...

N/A

...

N/A

...

**§ 3.4.3.1** The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed N/A (\$ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

...

N/A

...

N/A

...

N/A

**PAGE 5**

N/A

...

N/A

...

If work does not reach substantial completion prior to the date listed in this contract (September 28, 2023), the Architect will access Liquidated Damages to the Contract at the rate of Two Hundred Fifty dollars (\$250) per calendar day until substantial completion is achieved and verified by the Architect.

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...

**§ 4.1.3** Provided that an Application for Payment is received by the Architect not later than the FIRST day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the LAST day of the SAME month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than THIRTY ( 30 ) days after the Architect receives the Application for Payment.

...

10% Retainage on each Pay Application
**PAGE 6**

[ **X** ] Litigation in a court of competent jurisdiction
**PAGE 7**

A1.1 Nature Center Trail 5.2.23

...

None
**PAGE 19**

**§ 17.1.2** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million ($ 2,000,000 ) each occurrence, two million ($ 2,000,000 ) general aggregate, and two million ($ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

...

**§ 17.1.3** Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than two million ($ 2,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

...

**§ 17.1.6** Employers' Liability with policy limits not less than five hundred thousand ($ 500,000 ) each accident, five hundred thousand ($ 500,000 ) each employee, and five hundred thousand ($ 500,000 ) policy limit.

**§ 17.1.7** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than N/A ($ ) per claim and ($ ) in the aggregate.

**§ 17.1.8** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than N/A ($ ) per claim and ($ ) in the aggregate.

**§ 17.1.9** Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than N/A ($ ) per claim and ($ ) in the aggregate.
**PAGE 20**

N/A
**PAGE 22**

N/A
**PAGE 23**

Don Bringle

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**User Notes:** (1450862663)

130 W. Innes Street
Salisbury, NC 28144

...

don.bringle@rowancountync.gov

...

Bryce Evans
R&L Glover Enterprises
129 Brandon Drive
Salisbury, NC 28147
bevans9114@gmail.com

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**User Notes:** (1450862663)

# *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, Donald Richard Bogle, Jr., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:33:49 ET on 07/04/2023 under Order No. 2114396442 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.



*(Signed)*

Principal Architect & Owner

*(Title)*

July 4, 2023

*(Dated)*

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**User Notes:** (1450862663)

**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:** | Grants Administration & Gov't Relations |
| **DATE:** | 5/5/23 |
| **SUBJECT:** | Request to Approve GRANT AWARD for Plumbing Grant |

---

On April 3, 2023, the County established the 2023 Plumbing Grant for Lead Remediation for Qualified Customers of NE Rowan County Water System program ("Plumbing Grant"). The Plumbing Grant provides funds qualifying customers (those with prior sampling values greater than 10 ppb) to have appropriate repairs and/or replacements made in their private plumbing system to address materials causing lead to leach into the drinking water. County staff have reviewed the application for compliance and appropriateness.

It is requested that the Board of Commissioners consider the attached application for approval.

**Recommendation**:
Approve the County to award funds to the applicant up to $2,670 for work described herein.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Plumbing Grant Application | 7/5/2023 | Exhibit |

ROWAN COUNTY, NC • 130 West Innes Street • Salisbury, NC 28144

# PLUMBING GRANT APPLICATION

**GRANT PROGRAM GOAL:**
To reduce lead in private plumbing systems connected to NE Rowan Water System to below the EPA Trigger Level while having a goal of zero.

**USE OF FUNDS**
Funds may be used for eligible expenses associated with plumbing repair/replacement in private property receiving drinking water through the NE Rowan Water System to reduce detectable lead levels to below the EPA Trigger Level while having a goal of zero.

**Prequalification Attestations – Check the appropriate box for each item below.**

**Requirement 1 –** Property is supplied drinking water through the NE Rowan Water System.
- ☒ Yes, property is supplied with drinking water (is a customer) of NE Rowan Water System.
- ☐ No, property is not supplied by N Rowan Water System.
- ☐ Unsure.

**Requirement 2** – Property owner will participate in Rowan County's voluntary tap water sampling program.
- ☒ Property has a sample on record with Rowan County that was within one year (12 months) prior to application date.
- ☐ Property has had a 90th percentile compliance sampling taken within one year (12 months) prior to application date.
- ☐ Property does not have a recent lead sample (contact 980-330-6988).
- ☐ Unsure (contact 980-330-6988).

**Requirement 3** – Applicant has supplied at least 3 quotes from licensed, insured plumbing contractors.
- ☒ Yes
- ☐ No

**Requirement 4** – Property owner/applicant agrees to participate in any required inspections pre- and post-grant funded repair.
- ☒ Yes
- ☐ No

**Requirement 5 – Property will <u>not</u> be eligible if any of the following apply:**
- ☐ The property owner is unwilling to participate in the County's voluntary tap water testing program.
- ☐ The property owner has delinquent Rowan County taxes.
- ☐ Property owner declines to participate in any required inspections.
- ☐ The property is not a NE Rowan Water System customer.

**Plumbing Grant Fund Usage Affirmation – Read and check each box below to confirm your agreement.**

- ☑ I agree I will ONLY utilize Plumbing Grant funds to reimburse the reasonable and necessary costs associated with the plumbing system repairs that are necessary to address lead leaching into my own private plumbing system.
- ☑ I agree that any expenses incurred that are 1) above the awarded amount, and 2) are not grant-eligible, as solely determined by Rowan County, are my sole responsibility to pay.

**Grant Application Contact Information**
Please ensure the information below is accurate and current. The information you provide below will be used to contact you to collect additional verification documents. Failure to provide correct information may result in disqualification.

Property Owner Name: William and Judy Shoaf

Phone Number. Cell 704-640-1050 Landline 704-633-0015

Email Address Judy2005@carolina.rr.com

Property Physical Address (no P.O. Box)

2710 Long Ferry Road, Salisbury, NC. 28146

Mailing Address (if different)

**NAMES OF PLUMBING CONTRACTORS PROVIDING QUOTES (3 quotes required).**
Each quote should include proof of license and insurance for the State of NC. Submit each quote with this application.

Contractor 1: Mr. Rooter Plumbing of Winston-Salem

Contractor 2: Eagle Plumbing & Repair, Inc.

Contractor 3: Banach's Plumbing

**Additional Guidelines – Read and check each box below to confirm your agreement.**

- ☑ I acknowledge that additional documentation may be required to verify my information. If selected, I will submit requested documentation within 4 business days.
- ☑ I acknowledge that by submitting application materials does not guarantee that funding will be awarded. Grants are awarded based on availability of funds and established priorities.

**Applicant Signature**

By signing here, I attest to the accuracy and truthfulness of the information provided by me on this application. I understand that awards may be made at the sole discretion of the Rowan County Board of Commissioners and may represent a portion of or the full amount of the quoted amount at the Board's own discretion. I understand that awards are contingent on willingness of myself to enter into a formal agreement or contract between myself and the County for the work described only, and for the purposes of reducing lead leaching into my private plumbing system. Any funds awarded to me will be used for the sole purpose of addressing such lead leaching issues; I understand that I am solely responsible to select the contractor and to ensure the selected contractor's work meets my own expectations and any inspection requirements.

Signature William Clay Shoaf Jr Date 6-9-23

Printed Name WILLIAM CLAY SHOAF JR

**Return this completed application by email to *plumbinginfo@rowancountync.gov* or by mail to:**

***Plumbing Grant***
***ATTN: Rowan County Grants Office***
***130 W. Innes St.***
***Salisbury, NC 28144***

**Eagle Plumbing & Repair Inc.**
203 Pine Church Lane
Salisbury, NC 28146 US
(704) 633-0911
eagle_plumbinginc@yahoo.com



License #: 6784

# Estimate

**ADDRESS**
Clay Shoaf LONG
2710 [redacted]s Ferry Rd
Salisbury, Nc 28146

**ESTIMATE #** 1586
**DATE** 05/10/2023
**EXPIRATION DATE** 05/10/2023

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| **Labor**<br>Replace water lines , cut offs and supply lines to the following: kitchen sink, washing machine , water heater , 2 lavatories ,2 toilets, 1 tub and shower and 2 freezeless hose bibs. Replace water main to box . Check screen in pressure reduction valve. | 10 | 250.00 | 2,500.00T |

| | |
|---|---|
| SUBTOTAL | 2,500.00 |
| TAX (7%) | 175.00 |
| TOTAL | **$2,675.00** |

Accepted By

Accepted Date

**Interest accrues at 1.5% per month after 30 days from due date.

From: "Eagle Plumbing & Repair Inc." <quickbooks@notification.intuit.com>
To: judy2005@carolina.rr.com
Cc:
Bcc:
Priority: Normal
Date: Wednesday May 10 2023 7:17:39PM
Estimate 1586 from Eagle Plumbing & Repair Inc.

---

Please review the estimate below. Feel free to contact us if you have any questions.
We look forward to working with you.

Thanks for your business!
Eagle Plumbing & Repair Inc.

---------- Estimate ----------

203 Pine Church Lane
Salisbury, NC 28146 US
(704) 633-0911

Estimate #: 1586
Date: 05/10/2023
Exp. Date: 05/10/2023
$2,675.00

---

Address:

Clay Shoaf LONG
2710 ~~Stokes~~ Ferry Rd
Salisbury, Nc 28146

---

Activity Qty Rate Amount
Labor 10 250.00 2,500.00T

---

SubTotal: $2,500.00
Tax (7%): $175.00
---
Total: $2,675.00

Mr. Rooter

Contact Us

# Hello, this is your estimate

Location: 2710 Long Ferry Road, Salisbury, NC, 28146

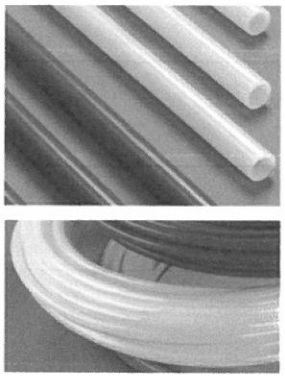
**JOB ID**
21384017

## Water line replacement

**$2,830.78**
Your Price

### Summary

Remove all copper in and under home. Run all new PEX water lines. Install all new cut-off valves and supply lines to fixtures.
Run new outside hose faucets…



**D2160**

Your Price
**$2,645.59**

**Repipe home in PEX**
Top Quality, professional & installed meeting or exceeding Local Codes for your…

View More

| | |
|---|---|
| Subtotal | $2,645.59 |
| Tax | $185.19 |
| **Total** | **$2,830.78** |

POWERED BY ServiceTitan

Contact Us

From: "Mr. Rooter Plumbing of Winston Salem" <noreply+527094@servicetitan.com>
To: Judy2005@carolina.rr.com
Cc:
Bcc:
Priority: Normal
Date: Monday May 15 2023 12:17:23PM
Your Estimate 21475036 from Mr.Rooter Plumbing of Winston Salem

---

Hello Clay Shoaf Jr.,

Please find your estimate(s) Click here to view your estimate(s) from Mr. Rooter Plumbing of Winston-Salem P- 1 29474 attached below!

PLEASE NOTE: When you decide to proceed with the work, please click the link above to accept and sign the estimate then call or text the office (336-422-1500 M-F 8AM-5PM to schedule) you can also email us at winstonsalem@mrrooter.com to schedule. Please allow up to 2 business days to allow us to work you into the schedule.

PLEASE NOTE: Due to Supply Chain Issues all estimates are good for 30 days from being sent. Water heater estimates are only good for 15 days from being sent.

Sincerely,
Your Friends at Mr. Rooter Plumbing of Winston-Salem P- 1 29474

***Banach's Plumbing***
1010 Stoney Creek Dr.
Salisbury, NC 28146
347-382-0736
*banachsplumbing@gmail.com*

***Plumbing Estimate from Banach's Plumbing***
***NC license number 34956***
***Auto Owners Insurance Policy #35996398.***
***(1M per occurrence / 2M aggregate)***

*Clay Shoaf*
*2710 Longferry Rd.*
*Salisbury, NC 28146*
*704-633-0015*
*980-234-5828*
*Judy2005@carolina.rr.com*

-All new waterlines to be PEX.
-New water stops for all fixtures will be provided and installed.
-All existing piping will be removed from under the home and disposed of.
-This estimate is exclusively for plumbing piping, fittings and connection work.
-Estimate covers interior plumbing.
-Plumbing repipes sometimes necessitate opening walls or drilling new holes for piping. Any and all wall or flooring repairs will be made by others and are not part of this estimate.
-Due to the nature of repiping, the home likely will be without water for the duration of the work.

## Install applicable water to and connections to the following fixtures:

**Water Connection-**
Connect to existing water main under home and install main cutoff near crawlspace entrance

**Kitchen-**
Kitchen faucet.
Ice maker connection to serve refrigerator (if needed)

**Bathroom 1-**
Shower. Connect to existing Pex in crawlspace serving shower valve. Existing shower valve to remain.
Toilet
Single lavatory.

**Bathroom 2-**
Single lavatory.

**Laundry-**
Install Washing Machine box valves

**Water Heater**
Connect at existing location and provide cutoff valve
Provide and install thermal expansion tank

**(2) wall mounted frost proof sillcocks at existing location, (front and side of home)**

**Total $2,960**

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Purchasing Director & Micah Ennis; DSS Director |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Sole-Source MCCi - FY24 |

---

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

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

Rowan County DSS uses laserfiche software for document storage. This agreement is for renewal coverage and software support. The FY23 cost will be $32,189.85

Attached is quote from MCCi.

Board of Commissioners authorize the County Manager to approve a sole-source purchase from MCCi for laserfiche software renewal and support for DSS not to exceed $32,189.85

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Contract | 7/5/2023 | Cover Memo |
| Sole Source Letter | 7/5/2023 | Cover Memo |

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:** 5/24/2023
**SUBJECT:** MCCi

#24024

**PURPOSE OF CONTRACT:**
This contract is for annual support for the Laserfiche software.

**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.***

5/6/2023

**Signature of Director** **DATE**

mcci

**Bill To:**
Rowan County
Attention: Toni Wingler
130 West Innes Street
Salisbury, NC 28144

| | |
|---|---|
| **Invoice Number** | RN12772 |
| **Invoice Date** | 5/2/2023 |
| **PO Number** | |
| **Payment Terms** | Net 30 |
| **Customer ID** | ROWANNC01 |
| **End Customer ID** | RowanCounty |

**Reference:** Annual Billing for 2023-2024

Laserfiche Renewal Coverage Dates: 7/16 - 7/15

| Description | Extended Amount |
|---|---|
| **Software Support (LF)** | |
| **Product Group Total** | $32,189.85 |

| | |
|---|---|
| Subtotal | $32,189.85 |
| Downpayment Applied | -$0.00 |
| Sales Tax | $2,253.29 |
| Total Due | $34,443.14 |

Electronic Payment Information:
MCCi, LLC
c/o Enterprise Bank
ABA: 081006162
Account: 1293909
(800) 342-2633

Thank you for your business.

Mail-in Payment Information
MCCi, LLC
c/o Enterprise Bank
P.O. Box 790379
St. Louis, MO 63179-0379
(800) 342-2633

# MCCi Laserfiche Renewal Invoice RN12772 for Rowan County

MCCi Invoicing <mcci.invoicing@mccinnovations.com>

Tue 5/2/2023 12:36 PM

To: Wingler, Toni E <Toni.Wingler@rowancountync.gov>

Cc: Johnson, Kelly Y <Kelly.Johnson@rowancountync.gov>

1 attachments (70 KB)

RN12772.pdf;

**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.

We would like to thank you for being an MCCi client, and we look forward to servicing you this upcoming year.

Attached is a copy of your renewal invoice for processing (Invoice #RN12772 for $34,443.14)

- *Total Price listed does include sales tax, if applicable.*
- *To avoid disruption in service, payment is required in advance of the Expiration Date.*

**You are currently listed as our main billing contact – if this is incorrect, please provide us with the updated contact information (name, phone number, email).**

**Also note that we have moved within the last year. Please ensure any communications or Purchase Orders are addressed as follows:**

MCCi, LLC
3717 Apalachee Pkwy, Suite 201
Tallahassee, FL 32311

Please submit payment in one of the following methods.

***If by ACH (preferred):***

MCCi, LLC
Enterprise Bank
ABA: 081006162
Account: 1293909
Email: mcci.invoicing@mccinnovations.com
Phone: (800) 342-2633

***If by check:***

MCCi, LLC
PO Box 790379
St. Louis, MO 63179-0379

**Laserfiche Late Payment Policy & Reinstatement Fees:**

- If payment is not received before your Renewal Date, your Laserfiche support will expire. Please allow up to 5 business days for MCCi to process payment to Laserfiche from the date your payment is received by MCCi.

ii. delete the definition of occurrence and replace it with the following:

Occurrence means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

iii. amend the definition of Insured to:

a. add the following:

- the Named Insured's employees are Insureds with respect to:

  (1) bodily injury to a co-employee while in the course of the co-employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business; and

  (2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured's business;

  when such bodily injury arises out of a health care incident.

- the Named Insured's volunteer workers are Insureds with respect to:

  (1) bodily injury to a co-volunteer worker while performing duties related to the conduct of the Named Insured's business; and

  (2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

  when such bodily injury arises out of a health care incident.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The Other Insurance condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the Named Insured to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an Insured with respect to:

the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations; nor

the conduct of a current or past limited liability company in which a Named Insured's interest does/did not rise to the level of management control;

except that if the Named Insured was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the policy period, then such


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Named Insured is an Insured with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense, first occurred after such termination date;

b. the bodily injury or property damage first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY — DAMAGE TO PREMISES

A. Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the first paragraph immediately following subparagraph (6) of the Damage to Property exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to property damage (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems) to premises rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, nor to the contents of premises rented to the Named Insured for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in LIMITS OF INSURANCE.

B. Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the LIMITS OF INSURANCE Section.

C. LIMITS OF INSURANCE is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under COVERAGE A for damages because of property damage to:

a. any one premises while rented to a Named Insured or temporarily occupied by a Named Insured with the permission of the owner; and

b. contents of such premises if the premises is rented to the Named Insured for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is $500,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

D. The Other Insurance Condition is amended to delete Paragraph b.(1)(a)(ii), and replace it with the following:

(ii) That is property insurance for premises rented to a Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

E. This Provision 11. does not apply if liability for damage to premises rented to a Named Insured is excluded by another endorsement attached to this Coverage Part.


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12. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C — Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: ; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C — Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the Named Insured; and
3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any Named Insured, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY —DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of personal and advertising injury is amended to add the following

tort: Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B — Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:

1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:

This insurance does not apply to:


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Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the Named Insured; or

(b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY —DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or
- attachment of an additional insured endorsement to this Coverage Part.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B —Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the Insured has assumed liability in a contract or agreement.

This exclusion does not apply to liability for damages:

(1) that the Insured would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an insured contract provided the offense that caused such personal or advertising injury first occurred subsequent to the execution of such insured contract. Solely for the purpose of liability assumed in an insured contract, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be damages because of personal and advertising injury provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such insured contract; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered damages are alleged.


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B. Solely for the purpose of the coverage provided by this paragraph, DEFINITIONS is amended to delete the definition of insured contract in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the Named Insured's business under which the Named Insured assumes the tort liability of another party to pay for personal or advertising injury arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled SUPPLEMENTARY PAYMENTS — COVERAGES A AND B:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Notwithstanding the provisions of Paragraph e.(2) of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

D. This PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY Provision does not apply if Coverage B —Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

17. PROPERTY DAMAGE — ELEVATORS

A. Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE — ELEVATORS Provision, the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is amended as follows:

A. Paragraph 1.b. is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph 1.d. is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraphs (3) and (4) of the Exclusion entitled Damage to Property, but only with respect to patterns, molds or dies that are in the care, custody or control of the Insured, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of $25,000 per policy period applies to this PROPERTY DAMAGE - PATTERNS MOLDS AND DIES coverage, and this limit:


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A. is included within the General Aggregate Limit as described in LIMITS OF INSURANCE; and

B. applies excess over any valid and collectible property insurance available to the Insured, including any deductible applicable to such insurance; the Other Insurance condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the Named Insured's ongoing operations; or
2. your work included in the products-completed operations hazard.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this Coverage Part; and
2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



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Laserfiche

3443 Long Beach Blvd.
Long Beach, CA 90807
800-985-8533 | 562-988-1688

May 18, 2023

Kelly Johnson
Rowan County
130 West Innes Street
Salisbury, NC 28144

Dear Ms. Johnson:

Laserfiche policy dictates that MCCi, as your current Solution Provider of record, is the sole Solution Provider that can download software licenses and activations for you. In addition, unless you change your Solution Provider of record, only your current Solution Provider of record can provide you with additional Laserfiche software to expand or upgrade your Laserfiche system and renew your Laserfiche Software Support Plan ("**LSSP**"). Please note that we have generally found that the Solution Provider that has implemented and supported your Laserfiche system is likely to have a better understanding of your current system. Thus, it may take some time for a different Solution Provider to gain that same understanding.

Should you decide to change your Solution Provider of record, you will need to complete Laserfiche's change of Solution Provider process, which usually takes about 30 days to finalize. For further clarification, please feel free to call or email your Associate Director - East, Alex Matos at 1.562.988.1688 x 109 and alex.matos@laserfiche.com.

Regards,

Wylie Strout

Wylie Strout
General Counsel

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Purchasing Director & Alyssa Harris; Public Health Director |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Bonney Staffing - Health Dept. |

---

Rowan County entered into an agreement with Bonney Staffing May of 2021 and has opted to continue with the agreemnt for the FY24.

The Rowan County Health Department is contracting with Bonney Staffing through the master agreement for the services of a Dental Office Assistant, Dental Sterilization Tech, and Interpreter. The contract between the Health Department and Bonney Staffing; Not to exceed $141,109.00.

Board of Commissioners to authorize the Public Health Director to approve the contract with Bonney Staffing; not to exceed $141,109.00.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Memo From Director | 7/6/2023 | Cover Memo |

ROWAN COUNTY
NORTH CAROLINA
*Be an original.*

**ROWAN COUNTY CONTRACT MEMORANDUM**

| | |
|---|---|
| **TO:** | **Aaron Church, Rowan County Manager** |
| **FROM:** | **Alyssa Harris** |
| **DEPT:** | **Health Department** |
| **DATE** | **June 30, 2023** |
| **SUBJECT:** | **Bonney Staffing – Contract** |

**PURPOSE OF CONTRACT:**

**The Rowan County Health Department is contracting with Bonney Staffing for the services of a Dental Office Assistant, Dental Sterilization Tech, and Interpreter. This contract is an auto-renewal, however we are submitting as a new contract because of the changes in anticipated need and payment total from year to year. See attached email for breakdown of pricing for each position. This contract should not exceed a total amount of $141,109 for FY24.**

**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.***

Alyssa Harris — 06/30/2023

**Signature of Health Director** — **DATE**

## Aldridge, Karla L

**From:** Michelle Branson <mbranson@bonneystaffing.com>
**Sent:** Wednesday, June 28, 2023 1:52 PM
**To:** Aldridge, Karla L
**Subject:** Bonney positions at Rowan County

**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.

Here is a detailed description of positions and pay
The following are positions to be filled by Bonney Staffing for the period of 7/1/2023 to 6/30/2024.

Interpreter

32 hours/week @ $20/hour plus $8.60/hour bill rate= $915.20/week

$915.20/week for 52 weeks = $47,590.40

Dental Office Assistant

32 hours/week @ $20/hour plus $8.60/hour bill rate= $915.20/week

$915.20/week for 52 weeks = $47,590.40

Sterilization Tech

32 hours/week @ $19/hour plus $8.60/hour bill rate= $883.20/week

$883.20/week for 52 weeks = $45,926.40

Let me know if you need anything else,

**Michelle Branson** | Selling Account Manager
**(c) 704-956-6689**
Connect with us: Website | LinkedIn | Facebook

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Purchasing Director & Kelly Natoli; HR Director |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Bonney Staffing - Human Resources |

---

Rowan County entered into a master agreement with Bonney Staffing May of 2021.

The County is requesting to continue with the attached agreemnt for the FY24 as many departments within the County utilize this master agreement for staffing needs throughout the year.

Board of Commissioners to authorize County Manager to approve the contract with Bonney Staffing.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Contract | 7/6/2023 | Cover Memo |

# 2023 Customer Agreement

## COMPANY INFORMATION

| | | | |
|---|---|---|---|
| **Company Name:** | Rowan County Government | Year Established: | |
| Street Address: | 130 West Innes St | # of Employee | 1100 |
| City State Zip: | Salisbury, NC 28144 | Federal ID #: | 566000336 |
| Type of Organization: | ☐ Corp ☐ Partnership ☐ Sole Proprietor ☐ X Other | Industry: | County Government |
| **Primary Contact:** | Kelly Natoli | **Contact Title:** | HR Director |
| Contact Email: | kelly.natoli@rowancountync.gov | Phone #: | 704-216-8105 |
| Website: | www.rowancountync.gov | Fax #: | 704-216-8110 |
| Workers Comp Codes: | 8810- office | COVID Policy | ☐ Yes ☐ No |
| **Pre-employment Required?** | ☐ None ☐ X Criminal Background ☐ Drug Screening ☐ Physical ☐ Other: | | |

## BILLING INFORMATION

| | | | |
|---|---|---|---|
| **Invoices Att to:** | KELLY NATOLI | **invoice E-mail:** | KELLY.NATOLI@ROWANCOUNTYNC.GOV |
| **A/P Contact Name:** | KELLY NATOLI | **E-mail:** | KELLY.NATOLI@ROWANCOUNTYNC.GOV |
| Purchase Order Required: ☐ Yes ☐ X No | | Phone: | 704-216-8105 |
| Due to the nature of our business we request all invoices be paid within 15 days. **Can you meet these terms?** ☐ X Yes ☐ No<br>**If not, please explain:** | | | |

## SERVICE AGREEMENT / RATE INFORMATION (BONNEY USE ONLY)

| | |
|---|---|
| **Markup Multiplier:** | **43%** |
| **Markup Multiplier Custom** (Payrolling rate): | |

| | |
|---|---|
| **Markup rates do not include** company required pre-employment costs (i.e. drug or background screening) unless otherwise noted in this agreement: | |

## TEMP TO HIRE / DIRECT HIRE FEE SCHEDULE (BONNEY USE ONLY)

| Account Type | 80 - 250 Hours | 251 - 450Hours | 450- 520 Hours | 521+ | Direct Hire |
|---|---|---|---|---|---|
| **Standard** | 15% | 10% | 5% | NO FEE | 20% |

**THIS AGREEMENT** is entered into between Bonney Staffing Center, LLC, an Ohio corporation with its principal place of business located at 21 Donald B. Dean Drive, Suite 2, South Portland, ME ("Supplier") and Customer as noted on Page 1.

**Supplier** is an equal opportunity employer. Employee hiring and job assignments will be based exclusively on skills, qualifications, availability and other criteria which can lawfully be taken into account. Under no circumstances will Supplier consider race, color, national origin, sex, age, religion, voting status, disability, marital status, sexual orientation or any other protected status in the selection of applicants, assignment of employee, wages, working conditions or other job related criteria. Supplier will recruit, interview, select, hire and assign employees (the "Assigned Employees") who, in Supplier's judgment are best qualified to perform services described for each position.

**Supplier** will maintain all required personnel and payroll records for its employees, calculate wages, withhold taxes and other government mandated charges, if any. Supplier will remit such taxes and charges to appropriate government entity, pay net wages and fringe benefits, if any, and provide liability insurance, Workers Compensation and Unemployment.

**Supplier** offers an ACA compliant healthcare plan to all active contract employees. To the extent possible, Customers will be provided 30 days written notice of any increase in costs due to changes in the ACA.

**Supplier** will at all times act in its own capacity and right as an independent contractor, and nothing contained in this document may be construed to make Supplier a partner or joint venturer of Customer.

**Customer** will comply with all applicable laws, regulations, and orders, including but not limited to, equal opportunity employment laws and regulations and occupational safety and health legislation.

**Customer** agrees to approve and sign documentation of time worked presented to it by Assigned Employees, and designate one or more representatives of Customer to sign the documentation on behalf of Customer. **Authorized Payroll Approval DEADLINE**: Customer agrees that all Assigned Employee time cards will be approved by Customer by Tuesdays 12:00pm EST. If Customer fails to provide approval by 12:00p EST deadline on Tuesdays, the time will be considered automatically approved and processed, and Customer agrees to pay full cost of such hours submitted by Assigned Employees. Customer also agrees to assign a backup Time Approver for instances when Primary Time Approver may not be available to approve timecards by the above deadline.

**Customer** shall have sole and exclusive control over the day-to-day job duties and supervision of all Assigned Employees and the job site at or from which the assigned employees provide services. Customer shall provide Assigned Employees with safety training that is identical or equivalent to that provided to Customer's own employees performing the same or similar work. Customer shall not entrust Assigned Employees with unattended premises, cash, negotiables, or other valuables.

**Customer** shall provide Assigned Employees with a safe worksite and shall provide information, training and safety equipment with respect to any hazardous substances or conditions to which assigned employees may be exposed at the worksite, whether or not required by law.

**Customer** will provide a suitable work environment for Assigned Employees in compliance with all state and federal laws governing occupational health and safety. Assigned Employees shall not be permitted to operate any powered vehicle for Customer unless agreed in writing in advance by Supplier and Customer accepts full responsibility for bodily injury, property damage, fire, theft, collision, and public liability in the operation of said vehicle.

**Customer** agrees to abide by Supplier's Safety Guidelines as outlined in Appendix A (Customer Safety Review and Agreement) and agrees to allow Supplier Quarterly Worksite reviews of any facility in which Customer has Assigned Employees entering or performing work.

**Customer** agrees to indemnify and hold Supplier and its directors, officers, members, employees, agents and representatives harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and costs) or other claims for injury or damages of any nature whatsoever, known or unknown, which Supplier may incur, suffer, become liable for, or which may be asserted or claimed against Supplier to the extent arising out of: (i) Customer's performance or non-performance of any of its duties hereunder; (ii) the negligent or willful acts or omissions of Customer or its officers, directors, members, employees, agents and representatives; or (iii) the acts or omissions of any Assigned Employee taken at Customer's direction. Without limiting the scope of the foregoing, Customer's obligations hereunder will include, without limitation, any purported violations by Customer of the civil rights, employment and labor laws of any municipality or state, or of the United States, and any regulations under such authorities.

**Customer** recognizes Supplier's employer relationship with the Assigned Employees and accepts the obligation to discuss with Supplier any and all matters related to Assigned Employee including, without limitation, their assignment, performance and any incidents involving an Assigned Employee.

**Term:** This Agreement will automatically renew on an annual basis. Supplier and Customer agree that this Agreement may be reviewed and adjusted on an annual basis or based on business needs.

**Payment terms:** Invoices are sent electronically on a weekly basis. Supplier pays contract employees weekly. Past due amounts may be subject to late payment penalty charges at a compounding rate of 2% per month commencing on day 31 from original invoice date and continuing to, and including, the date payment is received. Customer agrees to terms of NET 10, and understands that unpaid accounts will be considered in default after sixty (60) days. Accounts in default more than ninety (90) days may be sent for collection without further notice. Accounts sent for collection will also be held responsible for attorneys' fees, court fees and other costs related to collection and Customer agrees to pay these and all other costs necessary to collect sums due hereunder.

**Customer bill rate** is calculated by multiplying the pay rate by a markup multiplier noted on Page 1 of this Agreement, which includes all state and federal taxes, unemployment, worker's compensation insurance and general liability coverage. Rates do not include pre-employment costs unless otherwise noted. In addition to the bill rates specified on Page 1 of this Agreement, Customer will pay Supplier the amount of all new increased labor costs associated with Customers assigned Employees that Supplier is legally required to pay-such as wages, benefits, payroll taxes,social program contributions, or changes linked to benefit levels-until the parties agree on new bill rates.

**Temp-to-Hire Conversions** A work-hours minimum must be met prior to converting any Assigned Employee to Customer's payroll. If an Assigned Employee is converted sooner than the required hour minimum noted on Page 1 of this Agreement, Customer agrees to be charged non-refundable separation fee. Fees are based on a percentage of the annual salary offered All candidates sent to Customer are Supplier employees. No Supplier employee may work for Customer either directly on Customer's payroll or indirectly through another services payroll, within 1 year of the date such Supplier employee was submitted, interviewed with or worked for Customer, unless such Supplier employee has worked the specified amount of time as an Assigned Employee at Customer site, regardless of position.

**Candidate resumes** are the property of Supplier. Customer agrees information contained in resumes will be held in the strictest of confidence; acceptance of resumes indicates candidates are not under consideration through another source. Customer agrees to only contact Supplier regarding the hiring of referred resumes.

**Payrolled Employees** are defined as individuals recruited by the Customer and placed on Supplier's payroll for an indefinite amount of time and with limited requirement of time for transfer to Customer's payroll.

**Direct Hire Placement** fees are based on a percentage of the annual salary offered. Supplier offers a 60 day replacement guarantee on Direct Hire placements if candidate leaves Customer's organization for any reason other than lay-off or lack of work, provided that payment terms have been met.

**4-Hour Minimum** Customer agrees to be billed a 4-hour minimum for employees who are canceled or excused prior to 4 hours due to no fault of their own, unless a shorter time frame is agreed to in writing between Supplier and Customer prior to confirmation of employee for assignment.

**Miscellaneous.** This Agreement will be governed in all respects, including validity, construction, interpretation and effect by the laws of the State of Maine, without regard to its conflicts of law principles. The parties hereto consent to the jurisdiction of any state or federal court in Cumberland County, Maine for the resolution of any dispute arising out of or relating to this Agreement. Except as expressly set forth herein, those provisions of this Agreement which by their terms extend beyond the termination or non-renewal of the Agreement will remain in full force and effect and survive such termination or non-renewal. **Customer** represents and warrants the (1) person signing this agreement has the power and authority to the extent necessary to bind Customer to the representations and obligations herein contained; that (2) the person approving timecards shall have the power and authority to the extent necessary to authorize payment for the total number of hours claimed; and (3) that Supplier may rely upon such timecards for the makeup of its payroll.

Being duly authorized on behalf of, or as Customer, the undersigned is in agreement with, and understands that, all Supplier's placement services are fee-based. I agree to uphold the policies of Supplier specifically in regard to EEO, ADA, OSHA and harassment

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be signed by their respective duly authorized representatives as of the date below:

| | | | |
|---|---|---|---|
| **Auth Rep Signature:** | | **Date:** | |
| **Printed Name:** | | **Company Name:** | |

# Customer Safety Review and Agreement

The Occupational Safety and Health Administration ("OSHA") provides rules and regulations with the goal of ensuring a safe and healthy environment for workers. With regard to temporary employees, OSHA provides that staffing agencies, such as Bonney Staffing, and the Customer that receive workers from staffing agencies, like your company, have a shared responsibility to ensure the safety of the workforce.

**As a staffing agency, Bonney Staffing is responsible for:**

- Communicating to employees the type of workplace and industry they are being assigned to;
- Providing general safety training to employees to be placed;
- Inquiring with you as to the safety conditions of your workplace; and
- Verifying that you have fulfilled your responsibilities by providing training and a safe workplace.

**Accordingly, as the Customer with supervisory control of the employees placed with your company, OSHA requires that you are responsible for:**

- From the standpoint of safety and safety training, treating every employee placed with you in the same manner as employees that have been hired directly by you;
- Determining the specific workplace hazards unique to your industry and to your workplace, and ensuring that you have provided the proper protections to placed employees;
- Ensuring you have fully trained each employee regarding the specific hazards in your workplace;
- Providing verification to Bonney Staffing that such safety measures are implemented at your workplace;
- Complying with all OSHA necessary recordkeeping requirements; and
- Maintaining a workplace free of recognized hazards;
- Providing required PPE in accordance to OSHA definitions

**In addition Bonney Staffing reserves the right to:**

- Conduct a work site visit pre employment to review and discuss safety procedures with appropriate customer personnel to determine if the work site is safe;
- Quarterly work site visits and reviews of any facility in which employees are assigned;
- Review the last two years OSHA300 Logs to determine injury volume and severity;
- Review client safety programs, training policy/procedures, and confirm employee acknowledgement

**Please remember that our field employees:**

- MUST not lift more than 50 pounds
- MUST not use power tools or equipment unless approved by Bonney Staffing;
- MUST not operate or ride in a company vehicle without permission from Bonney Staffing;
- MUST not go higher than the third rung of a ladder unless the ladder is a pre approved platform ladder;
- MUST not perform functions over their head;
- MUST not mix chemicals, solvents, or paints without permission from Bonney Staffing
- MUST wear required safety protection at all times;
- MUST be provided on site evacuation plan training (if applicable);
- MUST participate in departmental stretch breaks and/or take 2 minute stretch breaks every two hours if they spend four hours or more per day at a video display terminal (VDT);
- MUST immediately report any accident/injury to a workplace supervisor and Bonney Staffing;
- MUST immediately report any unsafe workplace conditions

**Hazardous Communication**

All employees should have the ability to access and review all Global Harmonized (GHS) safety data sheets (SDS). Education and training will be provided for all employees who may be or potentially may be exposed to hazardous chemicals in the workplace. This training will take place prior to first exposure. All employees will be informed of the location of the written hazardous communication program, chemical listings and SDS.

Please contact Bonney Staffing if you seek additional clarification regarding any of the above responsibilities.

I ACKNOWLEDGE AND AGREE TO THE ABOVE RESPONSIBILITIES:

**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:** | Scott Shelton, Vice President, Rowan EDC |
| **DATE:** | July 6, 2023 |
| **SUBJECT:** | Request for Public Hearing for 'Project Puma' |

---

The Rowan EDC requests that the Board of Commissioners schedule a public hearing at its August 7th meeting to consider an incentive request from 'Project Puma.'

The company is considering Rowan County for a new manufacturing facility.

If Rowan County were chosen, 'Project Puma' would create 352 jobs and invest $258 million in new equipment and building improvements.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Request for Public Hearing | 7/6/2023 | Cover Memo |

ROWANEDC
PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC
*Be an original.*

Date: July 6, 2023
To: Greg Edds, Chairman
Cc: Aaron Church, County Manager
Sarah Pack, Clerk to the Board
From: Scott Shelton, Vice President
Re: *Request for public hearing to consider incentive request for 'Project Puma'*

---

Dear Chairman Edds,

I respectfully request that the Board of Commissioners schedule a public hearing for August 7th to consider an incentive request from 'Project Puma.' The company is considering Rowan County for a new manufacturing facility. If our community were chosen, the company would create 352 well-paying jobs over the next six years. While these numbers are preliminary, the company estimates that it will also invest approximately $258 million in building improvements and new equipment.

I look forward to providing you with detailed information regarding this request in the coming days. Please do not hesitate to contact me with any questions you may have and thank you for supporting our efforts.

Yours truly,

Scott Shelton

Scott Shelton
Vice President

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Purchasing Director & Randy Cress; Assistant County Manager |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Sole-Source FY24 - ESRI |

---

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

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

Rowan County Information Technology uses ESRI for the software maintenance and licenses for Rowan County employees. Term start date is August 26, 2023 and will end on August 25, 2024.

Attached is a copy of the FY24 quote, not to exceed $27,965.62.

Board of Commissioners to approve the sole source and authorize Purchasing Director to approve the agreement for software maintenance and licenses for ESRI not to exceed $27,965.62.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Quote | 7/6/2023 | Cover Memo |

Esri Inc
380 New York Street
Redlands CA 92373

# Subject: Renewal Quotation

**Date:** 03/15/2023
**To:** Randy Cress
**Organization:** County of Rowan
Information Technology
**Fax #:** **Phone #:** 704-216-8116

**From:** Kanilea Smith
**Fax #:** **Phone #:** + 19093698268 Ext. 8268
**Email:** ksmith@esri.com

Number of pages transmitted (including this cover sheet): 5

Quotation #26136614
Document Date: 03/15/2023

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
http://www. esri.com/apps/products/maintenance/qualifying.cfm

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
http://www. esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

380 New York Street
Redlands, CA 92373
Phone: + 190936982688268

# Quotation

**Date:** 03/15/2023 **Quotation Number:** 26136614 **Contract Number:** 00234464.0

**Send Purchase Orders To:**
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Kanilea Smith

**Please include the following remittance address on your Purchase Order:**
Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

County of Rowan
Information Technology
130 W Innes St
Salisbury NC 28144-4375
**Attn:** Randy Cress

**Customer Number:** 25444
**For questions regarding this document, please contact Customer Service at 888-377-4575.**

| Item | Qty | Material# | Unit Price | Extended Price |
|---|---|---|---|---|
| 10 | 1 | 52384<br>ArcGIS Desktop Advanced Concurrent Use Primary Maintenance<br>Start Date: 08/26/2023<br>End Date: 08/25/2024<br>Subscription ID: 1190248816 | 3,300.00 | 3,300.00 |
| 1010 | 3 | 52385<br>ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance<br>Start Date: 08/26/2023<br>End Date: 08/25/2024<br>Subscription ID: 1190248816 | 1,320.00 | 3,960.00 |
| 2010 | 1 | 86497<br>ArcGIS Desktop Standard Concurrent Use Primary Maintenance<br>Start Date: 08/26/2023<br>End Date: 08/25/2024<br>Subscription ID: 1190248816 | 1,650.00 | 1,650.00 |
| 3010 | 7 | 86500<br>ArcGIS Desktop Standard Concurrent Use Secondary Maintenance | 1,320.00 | 9,240.00 |

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at https://go.esri.com/maintenance
For questions related to the price change, please reach out to your assigned Esri Account Manager.

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**To expedite your order, please reference your customer number and this quotation number on your purchase order.**

380 New York Street
Redlands, CA 92373
Phone: + 190936982688268

# Quotation



**Date:** 03/15/2023 **Quotation Number:** 26136614 **Contract Number:** 00234464.0

| Item | Qty | Material# | Unit Price | Extended Price |
|---|---|---|---|---|
| | | Start Date: 08/26/2023<br>End Date: 08/25/2024<br>Subscription ID: 1190248816 | | |
| 4010 | 1 | 86500<br>ArcGIS Desktop Standard Concurrent Use Secondary Maintenance<br>Start Date: 01/18/2024<br>End Date: 08/25/2024<br>Subscription ID: 1190248816 | 795.62 | 795.62 |
| 5010 | 1 | 87194<br>ArcGIS Desktop Basic Concurrent Use Primary Maintenance<br>Start Date: 08/26/2023<br>End Date: 08/25/2024<br>Subscription ID: 1190248816 | 770.00 | 770.00 |
| 6010 | 3 | 87195<br>ArcGIS Desktop Basic Concurrent Use Secondary Maintenance<br>Start Date: 08/26/2023<br>End Date: 08/25/2024<br>Subscription ID: 1190248816 | 550.00 | 1,650.00 |
| 7010 | 1 | 87232<br>ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance<br>Start Date: 08/26/2023<br>End Date: 08/25/2024 | 550.00 | 550.00 |
| 8010 | 1 | 100571<br>ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance<br>Start Date: 08/26/2023<br>End Date: 08/25/2024 | 550.00 | 550.00 |
| 9010 | 1 | 161328<br>ArcGIS Enterprise Standard Up to Four Cores Maintenance<br>Start Date: 08/26/2023<br>End Date: 08/25/2024 | 5,500.00 | 5,500.00 |

| | | |
|---|---|---|
| **Item Subtotal** | | 27,965.62 |
| **Estimated Taxes** | | 1,957.64 |
| **Total** | **USD** | **29,923.26** |

**DUNS/CEC: 06-313-4175 CAGE: 0AMS3**

380 New York Street
Redlands, CA 92373
Phone: + 190936982688268

# Quotation



**Date:** 03/15/2023 **Quotation Number:** 26136614 **Contract Number:** 00234464.0

| Item | Qty | Material# | Unit Price | Extended Price |
|---|---|---|---|---|

Renewal Options:

- Online: Renew through My Esri site at https://my.esri.com
  - Credit Card
  - Purchase Order
  - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
  - Fax: 909-307-3083
  - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full .pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at http://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

380 New York Street
Redlands, CA 92373
Phone: + 190936982688268

# Quotation



**Date:** 03/15/2023 **Quotation No:** 26136614 **Customer No:** 25444 **Contract No:** 00234464.0

| Item | Qty | Material# | Unit Price | Extended Price |
|---|---|---|---|---|

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

_____ _____
Signature of Authorized Representative Date

_____ _____
Name (Please Print) Title

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Purchasing Director & Randy Cress; Assistant County Manager |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Sole-Source FY24 - Service Commander Software, Inc |

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

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

The Rowan County Information Technology Department would like to recommend continued use of the Service Commander Software for the Rowan County Clerk of Court Jury Selection Program. This is a sole-sourced service used by every Clerk of Court Office in North Carolina for their Jury Service Program. As such, we cannot provide additional quotations at this time. FY24 not to exceed $5,500.00.

Board of Commissioners to approve the sole-source and authorize the Purchasing Director to approve the contract with Service Commander Software, Inc. for FY24;
not to exceed $5,500.00.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Memo From Director | 7/6/2023 | Cover Memo |
| Contract | 7/12/2023 | Cover Memo |

**Rowan County Information Technology**
**Randy J. Cress -Assistant County Manager/ Chief Information Officer**
130 West Innes Street Suite 310 · Salisbury, NC 28144
Telephone 704-216-8114 · Fax 704-216-8126

July 06, 2023

To: Rowan County Finance/Purchasing Departments

Re: Contract Change Request for Service Commander Service Renewal -Jury Selector

The Rowan County Information Technology Department would like to recommend continued use of the Service Commander Software for the Rowan County Clerk of Court Jury Selection Program. This is a sole-sourced service used by every Clerk of Court Office in North Carolina for their Jury Service Program. As such, we cannot provide additional quotations at this time.

Respectfully,

Randy J. Cress

Assistant County Manager/Chief Information Officer

## Service Commander Software, Inc

Continuing Support Contract

**Date:** July 6, 2023

**To:** Rowan County Information Technology
130 W. Innes St, Suite 310
Salisbury, NC 28144

**1. General.** When accepted by a person authorized to obligate Rowan County, this document will become a binding contract.

**2. Proposal Expiration.** This document will expire on 12/31/2023 unless payment or a purchase order has been received by Service Commander. If allowed to expire, the County's right to continue using Service Commander products shall be terminated and any further use will constitute copyright violation.

**3. Price and Terms.** County agrees to pay the sum of $5,500.00 for continuing license to use ***Service Commander***® for Jury Selection on computers in the Clerk of Superior Courts' office for the period of extending 9/15/23 until 12/01/24. Payment shall be due within 60 days of invoice.

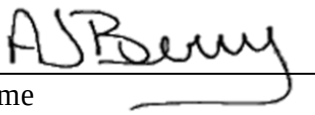
**4. Product Support.** Service Commander Software, Inc will provide unlimited free telephone product support, training and all upgrades via remote operation.

**5. Product Warranty.** ***Service Commander***® for Jury Selection software is warranted as limited herein for the life of this contract. Due to the inexact nature of computer programming, it is understood by all parties that hidden logic flaws may exist which do not become apparent until sometime after the acceptance of the product. Upon notification of such problems, Service Commander Software, Inc will take all reasonable measures to correct the flaw and assist in any necessary repair to the County database at no charge. **In any case, Service Commander Software, Inc's financial liability will be limited to the total amount paid by County.**

**6. Product Ownership.** Service Commander Software, Inc will retain full copyright ownership and source code for ***Service Commander***® for Jury Selection. County is only purchasing license to use the program on computers owned by the County. County will not distribute program copies to any other organization and will take reasonable measures to protect the program from unauthorized copying or reverse engineering.

**7. Use of Data.** All data from County will be treated as proprietary to County. Service Commander Software, Inc will not sell, rent or use this data for any commercial purpose other than program and data maintenance without specific permission from County.

For Service Commander Software, Inc.



Name 7/6/2023
Date

Proposal accepted by Office of Rowan County Information Technology.

Name Date

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Purchasing Director & Randy Cress; Assistant County Manager |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Sole-Source FY24 - Tyler Technologies ERP |

---

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

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

Tyler Technologies is a sole-sourced vendor whose software is proprietary in nature. This software is used county-wide providing departments with ERP system management for financials, procurement, human resources, payroll, and revenues. We would respectfully request to continue our subscription to this service.

Board of Commissioners authorize the County Manager or Purchasing Director, depending on price point, to sign all renewals with Tyler Technologies.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Memo From Director | 7/6/2023 | Cover Memo |

**Rowan County Information Technology**
**Randy J. Cress - Chief Information Officer**
130 West Innes Street Suite 310 · Salisbury, NC 28144
Telephone 704-216-8114 · Fax 704-216-8126

July 6, 2023

To: Rowan County Finance/Purchasing Departments

Re: Contract Change Request for Tyler Technologies INC-MUNIS

Tyler Technologies is a sole-sourced vendor whose software is proprietary in nature. This software is used county-wide providing departments with ERP system management for financials, procurement, human resources, payroll, and revenues. We would respectfully request to continue our subscription to this service.

Respectfully,

Randy J. Cress

Assistant County Manager/CIO

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jody Farrow-Bennett; Purchasing Director & Brenda McCubbins, Elections Director |
| **DATE:** | 7/17/2023 |
| **SUBJECT:** | Sole-Source FY24 - ES&S Maintenance |

---

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

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

The Board of Elections is currently under a contract with Election Systems & Software, LLC (ES&S). Term start date July 1, 2020 and ends on June 30, 2024. Warranty and maintenance fees for FY24, not to exceed $23,645.74 and Hardware & Support fees for FY24, not to exceed $13,250.00.

Board of Commissioners to approve the sole-source and authorize the County Manager to approve the contract with Election Systems & Software, LLC (ES&S) for FY24, not to exceed $36,895.74 total.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Contract | 7/11/2023 | Cover Memo |

ROWAN COUNTY
NORTH CAROLINA
*Be an original.*

## ROWAN COUNTY CONTRACT MEMORANDUM

**TO:** Aaron Church, Rowan County Manager
**FROM:** Brenda McCubbins
**DEPT:** Board of Elections
**DATE:** 7-1-23
**SUBJECT:** ES&S Election Systems & Software, LLC

**PURPOSE OF CONTRACT:**
4 yr. Term Contract (attached) 7/1/20 to 6/30/24
ES&S Hardware Maintenance Description & Fees, and Firmware Maintenance & Support Fees
50 – DS200 Scanner Voting Tabulators

### 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.***

Brenda McCubbins — 7-1-23

**Signature of Director** — **DATE**

Maintenance Agreement

# ES+S 4 yr. Contract

Election Systems & Software, LLC ("ES&S") Purchase Order
Term as selected below and beginning on July 1, 2019

Please select Term of Agreement: ☒ Pro-Rated Term / 1-Year Term 7/1/2019 - 6/30/2020 ☐ 2-Year Term 7/1/2020 - 6/30/2022 ☒ 4-Year Term 7/1/2020 - 6/30/2024

## ES&S HARDWARE MAINTENANCE DESCRIPTION & FEES, AND FIRMWARE MAINTENANCE & SUPPORT FEES

Rowan County

| Pro-Rated Term / 1-Year Term | | Annual Maintenance Fee Per Unit: Pro-Rated Term/1 Year Term | Annual Maintenance Fee In Total: Pro-Rated Term/1 Year Term | Annual Firmware Maintenance and Support Fee Per Unit: Pro-Rated /1 Year Term | Annual Firmware Maintenance and Support Fee Per Unit: Pro-Rated /1 Year Term |
|---|---|---|---|---|---|
| Quantity | Description 7/1/2019 to 6/30/2020 | | | | |
| 0 | DS850 Hi-Speed Scanner | $0.00 | $0.00 | $0.00 | $0.00 |
| 50 | DS200 Scanner 7/1/2019 to 6/30/2020 | $154.17 | $7,708.50 | $66.67 | $3,333.50 |
| 0 | ExpressVote | $0.00 | $0.00 | $0.00 | $0.00 |
| 0 | Model 650 Hi-Speed Scanner | $0.00 | $0.00 | $0.00 | $0.00 |
| 0 | Model 100 Scanner | $0.00 | $0.00 | $0.00 | $0.00 |
| 49 | AutoMark 7/1/2019 to 6/30/2020 | $346.52 | $16,979.48 | $37.14 | $1,819.86 |
| | Total Annual Hardware Maintenance Fees - Pro-Rated Term | | $24,687.98 | | $5,153.36 |
| | | | | Annual Hardware Maintenance & Firmware Maintenance Total: | $29,841.34 |

| 2-Year Term | | Annual Maintenance Fee Per Unit: 2-Year Term | Annual Maintenance Fee In Total: 2-Year Term | Annual Firmware Maintenance and Support Fee Per Unit: 2-Year Term | Annual Firmware Maintenance and Support Fee In Total: 2-Year Term |
|---|---|---|---|---|---|
| Quantity | Description 7/1/2020 to 6/30/2022 | | | | |
| 0 | DS850 Hi-Speed Scanner | $0.00 | $0.00 | $0.00 | $0.00 |
| 50 | DS200 Scanner | $185.00 | $9,250.00 | $80.00 | $4,000.00 |
| 0 | ExpressVote | $0.00 | $0.00 | $0.00 | $0.00 |
| 0 | Model 650 Hi-Speed Scanner | $0.00 | $0.00 | $0.00 | $0.00 |
| 0 | Model 100 Scanner | $0.00 | $0.00 | $0.00 | $0.00 |
| 49 | AutoMark | $346.52 | $16,979.48 | $37.14 | $1,819.86 |
| | Total Annual Hardware Maintenance Fees - 2-Year Term | | $26,229.48 | $0.00 | $5,819.86 |
| | | | | Annual Hardware Maintenance & Firmware Maintenance Total: | $32,049.34 |

| 4-Year Term | | Annual Maintenance Fee Per Unit: 4-Year Term | Annual Maintenance Fee In Total: 4-Year Term | Annual Firmware Maintenance and Support Fee: 4-Year Term | Annual Firmware Maintenance and Support Fee In Total: 4-Year Term |
|---|---|---|---|---|---|
| Quantity | Description 7/1/2020 to 6/30/2024 | | | | |
| 0 | DS850 Hi-Speed Scanner | $0.00 | $0.00 | $0.00 | $0.00 |
| 50 | DS200 Scanner | $185.00 | $9,250.00 | $80.00 | $4,000.00 |
| 0 | ExpressVote | $0.00 | $0.00 | $0.00 | $0.00 |
| 0 | Model 650 Hi-Speed Scanner | $0.00 | $0.00 | $0.00 | $0.00 |
| 0 | Model 100 Scanner | $0.00 | $0.00 | $0.00 | $0.00 |
| 49 | AutoMark | $346.52 | $16,979.48 | $37.17 | $1,821.53 |
| | Total Annual Hardware Maintenance Fees - 4-Year Term | | $26,229.48 | | $5,821.53 |
| | | | | Annual Hardware Maintenance & Firmware Maintenance Total: | $32,051.01 |

Total $13,250.00

So#35672

Maintenance Agreement

Note 1: The Per-Unit Fee if Customer requests more than one Routine Maintenance visit in a 12-month period for "Gold" coverage or a 24-month period for "Silver" coverage shall be 60% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be $25.00 per unit for all units located at second or more locations.

Note 4: Upon expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive one-year periods (each a "Renewal Period") until this Agreement is terminated according to Article I, Section 1.

**ES&S SOFTWARE MAINTENANCE AND SUPPORT AND FEES**

Listed below are the Unity Software Modules for which Software License, Maintenance and Support will be provided:

| Description | Support Provided and Number of Licenses | Pro-Rated Term / 1-Year Term Maintenance and Support Fees | Annual Software Maintenance and Support Fees |
|---|---|---|---|
| Software - BIM | 0 | | |
| Software - BOD | 0 | | |
| Software - DAM | 0 | | |
| Software - EDM | 0 | | |
| Software - ERM | 1 | $1,937.03 | $1,937.03 |
| Software - HPM | 1 | $4,669.08 | $4,669.08 |
| Software - IVM | 0 | | |
| Total Software Maintenance and Support Fees: | | | $6,606.11 |

Payment Terms: Hardware, Firmware, and Software Maintenance and Support Fees are due and payable no later than thirty (30) days prior to the beginning of each maintenance and support period. Customer understands, acknowledges and agrees that ES&S' fees for the services as set forth on the accompanying exhibits are based upon a contractual commitment by Customer to subscribe for and purchase such services for the entire Term of this Agreement. In the event that Customer changes its commitment to a period of less than the Term of the Agreement for any reason other than the purchase of a new ES&S tabulation system, Customer hereby agrees to promptly pay a balance due charge of the difference between the 1-Year Term fees and the fees applied to the Hardware, Firmware, and Software Maintenance and Support Fees invoiced to the Customer up through the date of such early termination.

The parties hereby agree that this Purchase Order and the Hardware Maintenance and Software Maintenance and Support Services General Terms, attached hereto and fully incorporated herein by this reference, (collectively, the "Agreement") represents a binding agreement between ES&S and Customer for the purchase of Hardware Maintenance and Software Maintenance and Support Services. Further, the undersigned Customer hereby agrees to purchase such Hardware Maintenance and Software Maintenance and Support Services from ES&S as set forth herein. The undersigned Customer hereby agrees to the Hardware Maintenance and Software Maintenance and Support Services General Terms and acknowledges that he or she has read the entire Agreement, understands it and fully intends to be bound by it. The undersigned Customer hereby certifies that: 1) sufficient funds are available for any of this purchase that exceeds any allocation of state and/or federal funding; and 2) any amount not funded by state and/or federal funds has been authorized and appropriated for this purchase. As of the date of the signature(s) of the undersigned Customer, has full power and authority to enter into and perform this Agreement, and has been properly authorized to execute and deliver this Agreement on behalf of the County/City as set forth above.

Richard J. Jablonski 3-5-19
ES&S Signature Date

Richard J Jablonski
Print Name

VP OF FINANCE
Title

Nancy S. Evans 3-5-19
Customer Signature Date

NANCY S EVANS
Print Name

Director
Title

| | |
|---|---|
| Customer | ROWAN COUNTY |
| Contact Person | Nancy Evans |
| Address | 1935 Jake Alexander Blvd W., Ste 010 |
| City | Salisbury |
| State/Province | North Carolina |
| Zip | 28147 |
| Phone number | 704-633-6231 |
| Email Address | nancy.evans@rowancounty.nc.gov |

**ELECTION SYSTEMS & SOFTWARE, LLC**
**HARDWARE MAINTENANCE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES**
**GENERAL TERMS**

## ARTICLE I
## GENERAL

1. **Term; Termination.** This Agreement for Hardware Maintenance and Software Maintenance and Support Services shall be in effect for the coverage period as described on the attached Hardware Maintenance and Software maintenance and Support Services Purchase Order ("Purchase Order"), attached hereto and fully incorporated herein by this reference (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive one-year periods (each a "Renewal Period") until this Agreement is terminated by the first to occur of (a) either party's written election not to renew , which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. Upon the termination of the license, Customer shall immediately return the Software and Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy the Software and Documentation and certify in writing to ES&S that such destruction has occurred. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Agreement is terminated pursuant to subsection 1(c) or 1(d) below.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software Maintenance and Support Fees set forth on the Purchase Order for the Initial Term. The Hardware Maintenance and Software Maintenance and Support Fees for any Renewal Period shall be as agreed to by the parties and such fees will not exceed ES&S' list prices which are in effect at the time of commencement of such Renewal Period. The Renewal Period fees are due and payable no later than thirty (30) days prior to the beginning of such renewal period. The Software Maintenance and Support Fees shall be comprised of (i) a fee for the Software Maintenance and Support of the ES&S Firmware, and (ii) a fee for the Software Maintenance and Support for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Hardware Maintenance or Software Maintenance and Support for an Add-On License or New Product during the Initial Term or any renewal thereof, ES&S will charge an incremental fee for such services. In the event Customer terminates this Agreement through no fault of ES&S and later desires to subscribe to a Hardware Maintenance or Software Maintenance and Support Plan, or otherwise changes its Hardware Maintenance or Software Maintenance and Support Plan with ES&S during the Initial Term or any renewal thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance or Software Maintenance and Support Coverage.

## ARTICLE II
## HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment listed on the Purchase Order is set forth on the Purchase Order (the "Products") and shall be subject to the following terms and conditions and those set forth on Attachment 1:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition ("Routine Maintenance Services") once each **Twelve Months** during the Initial Term or any renewal thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, paper rolls, batteries, removable media storage devices, PCMCIA cards, ink pads, ink cartridges or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Purchase Order and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services. Customer acknowledges and agrees that the performance of Routine Maintenance Services for Product(s) identified on the Purchase Order as "depot repair only" shall only be provided pursuant to Section 1(b) below.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a preventative maintenance event as follows: Repair Services for Products covered under this Agreement will be performed at Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 24 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided within 48 hours after Customer notifies ES&S of the need therefor), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on the Purchase Order.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(c)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, paper rolls, batteries, removable media storage devices, PCMCIA cards, ink pads, ink cartridges or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are fit for the ordinary purpose for which they are to be used, normal wear and tear excepted ("Normal Working Condition"). The cost of such inspection will be at the current published ES&S Technician labor rate and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at the current published ES&S Technician labor rate) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

## ARTICLE III
## SOFTWARE MAINTENANCE AND SUPPORT SERVICES

1. **Services Provided.** ES&S shall provide maintenance and support services ("Software Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, along with appropriate documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining and

installing any upgrades or purchases of third party hardware or software required to operate the Updates. All Updates shall be deemed to be "Software", and shall be subject to all the terms and conditions of ES&S' license of the Software, upon delivery. Customer shall install Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. In the event Customer requests ES&S to install an ES&S Firmware Update, ES&S shall install such Update only in connection with the Routine Maintenance Services provided herein. ES&S may charge Customer at its then-current rates to (a) ship the Updates, (b) install the Updates (c) provide maintenance and support on the Software which is required as a result of Customer's failure to timely install an Update or (d) train the Customer on the Updates. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in federal or state law.

3. **Conditions.** ES&S shall not provide Software Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within 24 hours after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. Any such Software Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 4 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. **Reinstatement of Software Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software Maintenance and Support.

## ARTICLE IV
## MISCELLANEOUS

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be

liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party will be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S shall be commenced within one (1) year after the cause of action has accrued. ES&S will not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's election not to receive, or to terminate, the Hardware Maintenance and Software Maintenance and Support Services.

3. **Excusable Nonperformance.** If ES&S is delayed or prevented from performing its obligations under this Agreement due to any cause beyond its reasonable control, including, but not limited to, natural disaster, fire, flood, unusually severe weather, terrorism, insurrection, war, communications or transportation disruptions, Acts of God, labor disputes and governmental regulations, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when delivered personally, sent by confirmed facsimile transmission, sent by commercial overnight courier (with written verification of receipt) or sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or facsimile numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. **Entire Agreement.** This Agreement, including the Purchase Order and Attachment 1 (which are specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, USA, without regard to its conflicts of laws principles. Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may engage duly qualified subcontractors to perform certain of the Hardware Maintenance Services, but shall remain fully responsible for such performance.

6. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

**Attachment 1**

**Hardware Maintenance Services Provided by ES&S Under the Agreement**

1. Telephone support.
   - ES&S will provide Hardware support on procedural questions of a specific nature not covered in ES&S' Hardware User Manuals;
   - ES&S will verify the appropriate steps to take to resolve issues identified by the Customer.
2. Issue Resolution. (to be provided on a limited basis)
   - ES&S will provide Hardware issue resolution on a limited basis once the Customer has followed all issue resolution procedures as set forth in the Equipment User Manuals and as directed in the required training course. If it becomes apparent that the Customer has not followed the appropriate Equipment User Manual and/or training directives, Customer will be advised to begin the issue resolution process over by following the procedures identified in the Equipment User Manuals or by utilizing ES&S Election Services. The Customer may also be advised that additional training may be necessary to ensure the Customer has the appropriate level of issue resolution training.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
   - Onsite scheduled maintenance inspection per Article 2, Section 1c. The inspection includes:
     - Service performed by an ES&S trained and certified technician.
     - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
     - Replacement of worn or defective with new or remanufactured federally and state certified parts.
     - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
     - Use of a checklist tailored for each piece of equipment.
     - Update of maintenance records which are kept by serial number and available to you through your ES&S Web-based portal.
5. Repair Services.
   - Customer receives coverage for interim repair calls.
     - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
     - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

**Note:** Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**Software Maintenance and Support Services Provided by ES&S Under the Agreement**

1. Telephone support.
   - ES&S will provide Software support on procedural questions of a specific nature not covered in ES&S' Software User Manuals;
   - ES&S will verify the appropriate steps to take to resolve issues identified by the Customer.
2. Issue Resolution. (to be provided on a limited basis)
   - ES&S will provide Software issue resolution on a limited basis once the Customer has followed all issue resolution procedures as set forth in the Software User Manuals and as directed in the required training course. If it becomes apparent that the Customer has not followed the appropriate Software User Manual and/or training directives, Customer will be advised to begin the issue resolution process over by following the procedures identified in the Software User Manuals or by utilizing ES&S Election Services. The Customer may also be advised that additional training may be necessary to ensure the Customer has the appropriate level of issue resolution training.
3. ES&S will provide Technical Bulletins available on the ES&S Customer Portal on a schedule to be determined by ES&S regarding specific issues the Customer may be experiencing.

**Note:** Except for those Software Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software Maintenance and Support services to the Customer unless previously agreed upon by the parties.

**Software Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities**

1. Customer's current software and hardware operator shall have completed a full software training session for each product selected.
   - Customer shall have completed training at a proficiency level to successfully use hardware (firmware) and software products for General and Primary elections.
   - Customer shall have the ability to install firmware and application software and make changes to date and time settings.

- Customer shall have the ability to change the stick batteries on the iVotronic system and the pick belts on the Model 650. Any other changes made by the customer must be pre-approved in writing by ES&S.

- Customer shall have the ability to store equipment in accordance with ES&S requirements.

2. Customer shall have reviewed a complete set of User Manuals.

3. Customer shall have reviewed Training Checklists.

4. Customer shall be responsible for integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.

5. Customer shall be responsible for data extraction from Customer VR system.

6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise.

7. Customer shall be responsible for Customer Acceptance of the hardware, unless otherwise agreed upon, in writing, by the parties.

8. Customer shall be responsible for any error or exception handling not identified in the User Guides as part of ES&S software or hardware.

9. Customer shall be responsible for customer network design, layout, set up, administration, maintenance or connectivity.

10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

Election Systems & Software
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

# Invoice

**ORIGINAL**

| Invoice Date | Terms of Payment | Invoice Number |
|---|---|---|
| 4/20/23 | 30 Days Net | CD2058465A |
| **Order Date** | **Order Number** | **Election Date** |
| 4/20/23 | 153741 | |
| **Customer Number** | | **Page** |
| 34371 | | 1 (2) |
| **Customer's PO No** | | |

**Invoice Address**
Rowan County, North Carolina
1935 Jake Alexander Blvd. W.
Suite 10
Salisbury, NC 28147

**Delivery Address**
Rowan County, North Carolina
1935 Jake Alexander Blvd W
Ste D10
Salisbury, NC 28147

Invoice for Service Contract: 5009, DS200-50 Rowan County, North Carolina **Sales**

| Pos | Description | Sales Qty | Unit | Price | Disc % | Tax % | Net Amount USD |
|---|---|---|---|---|---|---|---|
| 1 | **HMA - DS200 Extended Warranty with Annual Maintenance**<br>01-JUL-23 to 30-JUN-24 | 50.00 | EA | 185.000 | 0.00 | 7.00 | 9,250.00 |
| 2 | **Firmware License - DS200**<br>01-JUL-23 to 30-JUN-24 | 50.00 | EA | 80.000 | 0.00 | 7.00 | 4,000.00 |

| | |
|---|---|
| **Sub Total Amount** | **13,250.00** |
| **Total Exclusive Tax** | **13,250.00** |

Election Systems & Software
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

**Invoice**

| Invoice Date | Terms of Payment | Invoice Number |
|---|---|---|
| 4/20/23 | 30 Days Net | CD2058465A |
| **Order Date** | **Order Number** | **Election Date** |
| 4/20/23 | 153741 | |
| **Customer Number** | | **Page** |
| 34371 | | 2 (2) |
| **Customer's PO No** | | |

**ORIGINAL**

| | Description | Tax Amount |
|---|---|---|
| | State | 629.38 |
| | County | 298.13 |
| **Total Tax** | | **927.51** |
| **Invoice Amount** | | **14,177.51** |

| Customer Number | Invoice Number | INVOICE AMOUNT |
|---|---|---|
| 34371 | CD2058465A | 14,177.51 |

Election Systems & Software
ABA Routing No: 071000039
Account No: 5800923558

NC: North Carolina

**PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT. THANK YOU.**

23075

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 10/03/2022

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: | |
|---|---|---|
| Aon Risk Services Central, Inc.<br>Omaha NE Office<br>17807 Burke Street<br>Suite 401<br>Omaha NE 68118 USA | PHONE (A/C. No. Ext): (402) 697-1400 | FAX (A/C. No.): (402) 697-0017 |
| | E-MAIL ADDRESS: | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Election Systems & Software, LLC<br>11208 John Galt Blvd<br>Omaha NE 68137 USA | INSURER A: Trumbull Insurance Company | 27120 |
| | INSURER B: Hartford Accident & Indemnity Company | 22357 |
| | INSURER C: Hartford Casualty Insurance Co | 29424 |
| | INSURER D: Endurance American Specialty Ins Co. | 41718 |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 570095846708 **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. Limits shown are as requested

| 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 | | | 41UUNZT9907 | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | MED EXP (Any one person) | $10,000 |
| | POLICY PRO-JECT X LOC | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | OTHER: | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| A | AUTOMOBILE LIABILITY | | | 41 UEN AA3388 | 10/01/2022 | 10/01/2023 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY ( Per person) | |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | |
| | X $1,000 Comp. Ded. X $1,000 Coll. Ded. | | | | | | | |
| C | X UMBRELLA LIAB X OCCUR | | | 41XHUZT9858 | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE | $10,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $10,000,000 |
| | DED X RETENTION $10,000 | | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | 41WEAB9NF1 | 10/01/2022 | 10/01/2023 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N | N/A | | | | | E.L. EACH ACCIDENT | $500,000 |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE-EA EMPLOYEE | $500,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | $500,000 |
| D | E&O-PL-Primary | | | PRO30011957901<br>E&O/Cyber Claims Made<br>SIR applies per policy terms & conditions | 10/01/2022 | 10/01/2023 | Each Claim Limit<br>SIR | $5,000,000<br>$5,000,000 |

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

Rowan County is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER**

Rowan County
Purchasing Department
130 W. Innes Street
Salisbury NC 28144 USA

**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

Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570095846708

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 570000005601
LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Services Central, Inc. | Election Systems & Software, LLC |
| POLICY NUMBER | |
| See Certificate Number: 570095846708 | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |
| See Certificate Number: 570095846708 | |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation Underwriting Co.

Hartford Casualty Insurance Company:
Illinois
Pennsylvania
Texas

Hartford Insurance Company of Midwest:
Georgia

Hartford Underwriters Insurance Company:
Missouri
New Jersey
North Carolina

Hartford Fire Insurance Company
California

Property & Casualty Insurance Company of Hartford:
Alabama
Colorado
Minnesota
New York

Sentinel Insurance Company:
Iowa
Maryland

Trumbull Insurance Company:
Indiana
Nebraska

Twin City Fire Insurance Company:
Arkansas
Arizona
Delaware
Florida
Idaho
Kansas
Kentucky
Massachusetts
Michigan
Mississippi
North Dakota
Ohio
Oklahoma
Oregon
Rhode Island
South Carolina
South Dakota
Tennessee
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin


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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:** | 07-07-23 |
| **SUBJECT:** | Blue Cross Blue Shield of NC Amendment to Contract |

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On 05-03-21, the Board of Commissioners approved the award of the bid for employee health insurance administrative services and specific stop loss insurance to Blue Cross Blue Shield of America. This is a renewal for FY24. It is estimated that this contract will not exceed $2,230,848.

Attached please find the corresponding Amendment and Contract for approval.

Board of Commissioners to authorize the County Manager to approve the contract with Blue Cross Blue Shield of America for employee health insurance administrative services and specific stop loss insurance estimated not to exceed $2,230,848.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| FY 2024 Contract | 7/12/2023 | Cover Memo |

To: Rowan County

From: Blue Cross and Blue Shield of North Carolina (Blue Cross NC)

**Re: Administrative Services Agreement (ASA) Contract Changes – 2023**

Date: June 21, 2023

Attached is the 2023 renewal amendment for your Administrative Services Agreement (ASA) with Blue Cross NC. Below is a brief overview of the changes Blue Cross NC is proposing to the ASA for this Agreement Period.

1. Amendment re: Notices. This provision will be updated at each renewal to ensure we have the most current contact information.

2. Administrative Fees Exhibit. The new exhibit reflects the current renewal rates as well as any other changes to this exhibit.

3. Pharmacy Program Exhibit. This exhibit is being updated to clarify the terms of the Pharmacy Program.

4. Performance Guarantee Exhibit. The new exhibit reflects the Performance Guarantees for the current Agreement Period.

If you have any questions concerning the amendments listed above or to the content in the amendment, please contact your Blue Cross NC Strategic Client Consultant or Blue Cross NC ASO Contract Management via jane.park@bcbsnc.com for assistance.

Thank you.

# AMENDMENT TO
# ADMINISTRATIVE SERVICES AGREEMENT

This AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT ("Amendment") is made and entered July 1, 2023, by and between Rowan County ("Plan Sponsor"), Rowan County Group Health Plan ("Group Health Plan") and Rowan County ("Plan Administrator") and Blue Cross NC (each, a "Party" and collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, the Parties previously entered into an Administrative Services Agreement (the "Agreement") pursuant to which Blue Cross NC provides certain services with respect to administration of the Group Health Plan;

WHEREAS, the Parties desire to amend the Agreement regarding certain matters as provided for herein;

NOW THEREFORE, in consideration of the mutual promises and covenants made herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree to amend and renew the Agreement effective July 1, 2023 as follows:

1. The section of Article 18 (General Provisions) titled "Notices" shall be deleted in its entirety and replaced with the following:

   Notices. Any notices required to be given pursuant to the terms and provisions of this Agreement, or any Business Associate Agreement herein incorporated by reference, shall be in writing, postage prepaid, and shall be sent by first class mail or electronic mail to the Parties at the addresses below. The notices shall be effective on the date indicated on the return receipt or, if emailed, on the date the email is sent.

   To: Blue Cross and Blue Shield of North Carolina

   Post Office Box 2291
   Durham, North Carolina 27702
   Attention: Vice President, Group Segment

   To: Plan Sponsor
   Rowan County
   130 West Innes Street
   Salisbury, NC 28144
   Attention: Assistant Director-Benefits and Risk Management

Contact email: Debbie.Holshouser@rowancountync.gov

To: Group Health Plan or Plan Administrator
Rowan County
130 West Innes Street
Salisbury, NC 28144
Attention: Assistant Director-Benefits and Risk Management
Contact email: Debbie.Holshouser@rowancountync.gov

2. Exhibit A (Administrative Fees) shall be deleted in its entirety, and replaced with the attached revised Exhibit A (Administrative Fees).

3. Exhibit G (Pharmacy Program) shall be deleted in its entirety, and replaced with the attached revised Exhibit G (Pharmacy Program).

4. Exhibit J (Performance Guarantee) shall be deleted in its entirety, and replaced with the attached revised Exhibit J (Performance Guarantees).

**[EXECUTION PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Group Health Plan, Blue Cross NC, the Plan Sponsor and the Plan Administrator have caused their duly authorized representatives to execute this Amendment to be effective as of the date first above written.

**Signed For: Plan Sponsor**

By: _____
Signature of Authorized Official

Name _____

Title _____

Date _____

**Signed For: Plan Administrator and the Group Health Plan**

By: _____
Signature of Authorized Official

Name _____

Title _____

Date _____

**Signed For: BLUE CROSS AND BLUE SHIELD OF NORTH CAROLINA**

By: Tunde Sotunde, M.D.
Tunde Sotunde, M.D. (Jul 7, 2023 14:27 EDT)
Signature of Authorized Official

Name Tunde Sotunde, MD

Title President & Chief Executive Officer

Date Jul 7, 2023

# EXHIBIT A

## ADMINISTRATIVE FEES

In accordance with the specific rate information contained in the medical rate page(s) and, if applicable the dental rate page(s), herein incorporated by reference, and Article 10 of the Agreement, the Plan Sponsor shall pay or cause to be paid to Blue Cross NC fees for administrative services provided to the Group Health Plan during the term of this Agreement as follows:

A. MONTHLY ADMINISTRATIVE CHARGE

1. Medical Benefits

For the Agreement Period, the monthly Administrative Fee will be:

**$ 42.00 per health contract per month.**

The above monthly Administrative Fee includes:

- Charges for services related to claims and appeals processing services as described in the Agreement.
- The administrative expense allowances associated with Inter-Plan Programs as described in **Exhibit E**.
- The cost of the following additional programs or services provided by Blue Cross NC to the Group Health Plan:

  Claims Fiduciary Services

B. INTER-PLAN ACCESS FEES

Access fees related to the BlueCard Program, as described in **Exhibit E** (Inter-Plan Programs Arrangement), are processed in the following manner:

- Access fees are billed to the Plan Sponsor, Plan Administrator, and/or Group Health Plan separately. The calculation to determine these fees is described in **Exhibit E**, and shall not exceed $2,000 per claim.

C. RUN-OUT SERVICES ADMINISTRATIVE FEES

In accordance with the Run-Out Services provision in Article 17 of the Agreement, Plan Sponsor shall pay or cause to be paid to Blue Cross NC Administrative Fees for run-out services following the termination of this Agreement as follows:

Blue Cross NC shall continue for a period of 12 months to administer all claims that were incurred prior to the effective date of the termination in accordance with the Run-Out Services provision in Article 17. Blue Cross NC shall charge a claim processing fee for this twelve month run-out period equal to the sum of the last three (3) months of the Monthly Administrative Charge prior to the termination of this Agreement. Fifty percent (50%) of the claim processing fee shall be due upon the termination of the Agreement, and the remaining fifty percent (50%) shall be due half-way through the period during which the run-out services are being provided.

In addition, the Security Amount that Plan Sponsor is required to maintain shall be refunded after three months of the run-out period provided there have been no delinquency in the funding of the Claims Expense.

Except as specifically stated herein, Plan Sponsor shall pay Blue Cross NC for run-out services according to the method of payment described in **Exhibit C**.

## D. ADDITIONAL ADMINISTRATIVE SERVICES

For the Agreement Period, the Administrative Fees for Additional Administrative Services will be as follows:

(1) Custom Reporting and Data Integration. In addition to standard reporting included as part of plan administration, Plan Administrator may request custom reporting or data integration. There will be additional fees for these services. See Exhibit D for details.

(2) External Review. The External Review Process provision, referenced in Article 7, provides a selection of services related to adverse benefit determinations. Current fees and expenses for those services are listed on the External Review Process Price List which is incorporated by reference and available upon request.

(3) Routine Vision Care. If the Plan elects to utilize Blue Cross NC routine vision care services, a network access fee will be billed in addition to the allowed amount. This network access fee related to routine eye care services shall be no more than 27% of the vision claim's allowed amount. This network access fee will be billed to the Plan Sponsor, Plan Administrator and/or Group Health Plan separately from the routine vision care medical expense, but will be included in the monthly Statement of Account.

(4) Pharmacy Program Utilization Management. Blue Cross NC agrees to perform Drug Utilization Review services as described in Exhibit G (Pharmacy Program). This includes review for benefit denials. The Fee for these services will be forty-five dollars ($45.00) per review.

# EXHIBIT G
# PHARMACY PROGRAM

## 1. DEFINITIONS

Whenever used in this exhibit, the following definitions apply:

1.1 "A Rated Generics" means drugs designated by the FDA to have a therapeutically equivalent (A rated) generic equivalent.

1.2 "Average Wholesale Price" (AWP) means the average wholesale price of a covered prescription drug as set forth in the Blue Cross NC price file at the time a Claim is processed. The AWP that will be applied for prescriptions filled by a Participating Pharmacy will be based on the date dispensed and the 11-digit NDC for the product. The AWP that will be applied for prescriptions filled by the Mail Service Pharmacy or Specialty Pharmacy will be based on the date dispensed and the appropriate NDC for the product dispensed. The price file will be updated no less frequently than once every three (3) business days through Medi-Span or such other Pricing Source as designated by Blue Cross NC.

1.3 "Brand Drugs" means those pharmaceuticals designated by the Pricing Source as having a multi-source indicator of M, N or O, or as otherwise defined by Pricing Source

1.4 "Claim" means a request for payment submitted by Network Participants or Members for prescription drugs or services. A claim does not include reversals or rejects. A claim does not include an initial claim that was eventually reversed or rejected.

1.5 "Claim Adjudication" or "Adjudication" means the process which Blue Cross NC uses to apply the criteria and parameters of the Group Health Plan to determine eligibility for coverage of pharmacy benefit management services, perform concurrent (on-line at point of service) Drug Utilization Reviews and determine drug pricing reimbursement amounts.

1.6 "Claims Adjudication System" means an electronic Claims processing system providing for the Adjudication of Claims.

1.7 "Coinsurance" means that portion of the amount claimed for Covered Prescription Drug Services, calculated as a percentage of the charge for such services, which is to be paid by Members pursuant to the Group Health Plan. Members will pay the lowest of: (i) eligible charge (discounted AWP + dispensing fee + applicable tax or MAC + dispensing fee + applicable tax); (ii) U&C; and (iii) applicable co-payment.

1.8 "Compound Drug" means a prescription where two or more medications are mixed together, and which, at a minimum, one medication must be a Federal Legend Drug. The

end product must not be available in an equivalent commercial form. The product will not be considered a Compound Drug if it is reconstituted or if, to the active ingredient, only water, alcohol, flavoring, coloring or sodium chloride solutions are added.

1.9 "Copayment/Deductible" means a fixed dollar portion of the amount claimed for Covered Prescription Drug Services that is to be paid by Members pursuant to the Group Health Plan. Members will pay the lowest of: (i) eligible charge (discounted AWP + dispensing fee + applicable tax or MAC + dispensing fee + applicable tax); (ii) U&C; and (iii) applicable co-payment.

1.10 "Covered Prescription Drug Services" means the pharmacy services and/or pharmaceuticals available to Members and eligible for reimbursement pursuant to the Group Health Plan.

1.11 "Dispensing Fee" means the fee paid to Network Participants for the professional service of filling a prescription and is typically added to the AWP or MAC calculated cost.

1.12 "Drug Utilization Review" or "DUR" means the process whereby the therapeutic effects and cost effectiveness of various drug therapies are reviewed, monitored and acted upon consistent with the Group Health Plan.

1.13 "Electronic Prescribing" or "E-prescribing" means the process of creating, storing and transmitting prescription information electronically, either by computer or hand-held device.

1.14 "Eligible Prescription Drug Claim" is any electronically or manually adjudicated Claim paid in full or in part by the Plan Sponsor under the prescription drug benefit for a prescription drug that is covered within established benefit limits for a Member.

Eligible Prescription Drug Claims may exclude certain specialty medications, medications that have A Rated Generics, OTC medications, compounds, vaccines, biosimilars, or any paid claims where coverage is subsequently denied or claims filed on behalf of persons who do not have coverage at the time the prescription drug is filled.

1.15 "Extended Supply Network" or "ESN" means the retail Network Participants who have agreed to provide Members more than a one-month's (or as mutually agreed) quantity supply of Covered Prescription Drug Services provided that the Group Health Plan has a mail service benefit and a retail quantity days' supply limit of three months.

1.16 "Federal Legend Drug" means a drug, which is required by law to bear on its packaging, "Caution: Federal law prohibits dispensing without a prescription" or "Rx Only".

1.17 "Foreign Drug Claims" means Claims submitted through the Paper Claim process for reimbursement of drugs purchased outside of the United States.

1.18 "Formulary" means a list of various pharmaceutical products which is available to Network Participants, Members, physicians or other health care providers for purposes of providing information about the coverage and tier status of Covered Prescription Drug Services.

1.19 "Generic Drugs" means all drugs that are not defined as "Brand Drugs".

1.20 "Mail Service Pharmacy" means the services through which Members may receive prescription drugs through the mail.

1.21 "Manufacturer" means a company that manufactures and/or distributes pharmaceutical drug products.

1.22 "Maximum Allowable Cost" or "MAC" means the highest drug cost at which Plan Sponsor will reimburse the Network Participant or Member for a specific drug.

1.23 "Maximum Allowable Cost List(s)", "MAC List(s)", or "Blue Cross NC's MAC List(s)" means the proprietary database listing(s), owned and maintained by Blue Cross NC or its designee, of multi-source pharmaceutical drug products and supplies and the corresponding MAC. A separate MAC List may be maintained for the Mail Service Pharmacy.

1.24 "Network" or "Pharmacy Network" means the group of pharmacies that have been accepted as Network Participants and have entered into agreements with Blue Cross NC or its designee to provide Covered Prescription Drug Services to Members.

1.25 "Network Contract" means a contract between a Network Participant and Blue Cross NC or its designee to provide Covered Prescription Drug Services to Members, as may be amended from time to time.

1.26 "Network Participant" or "Participating Pharmacy" means each individual pharmacy, chain or other dispensing provider that has entered into a Network Contract with Blue Cross NC or its designee to provide Covered Prescription Drug Services to Members.

1.27 "Open Refill Transfer File" means a data file created by the Group Health Plan's previous pharmacy benefit manager containing its Members' mail prescriptions, thus enabling a subsequent pharmacy benefit manager, such as Blue Cross NC or its designee, to continue to fill those open mail prescriptions.

1.28 "Over-the-Counter Drugs" or "OTC Drugs" are products classified as OTC by Medi-Span as of the fill date based on the NDC-11 dispensed. OTCs are subject to cost share based on Brand or Generic drug designation.

1.29 "Paper Claims" means prescription drug services that are submitted to Blue Cross NC for adjudication through the use of a paper claim form, generally by a Member subsequent to the point of sale.

1.30 "Pharmacy Operations Manual" means the document to be distributed to Network Participants which describes the administrative policies and procedures of the Claims Adjudication System. The Pharmacy Operations Manual details the method for submitting Claims from the Network Participant to the Claims Adjudication System and procedures for the resolution of Claims rejected by the Claims Adjudication System.

1.31 "Pricing Source" means Medi-Span, or such other national drug database as Blue Cross NC may solely designate, which establishes and provides updates to Blue Cross NC no less frequently than once every three (3) days, or as otherwise required by law, regarding the AWP or other alternative pricing benchmark as determined by Blue Cross NC for Covered Prescription Drug Services.

1.32 "Provider Tax" means any tax on a Covered Prescription Drug Service and other services taxable in the jurisdiction required to be collected or paid by a retail or mail seller for a Covered Prescription Drug Service or the provider of the services.

1.33 "Specialty Pharmacy" means a designated pharmacy provider that provides Specialty Pharmacy Products.

1.34 "Specialty Pharmacy Product(s)" means a pharmaceutical that may be administered orally, by injection or by infusion; may be subject to limited availability or special handling, utilization management, AWP greater than six-hundred dollars, distribution or purchase arrangements from the Manufacturer; may require more support or patient educational services than commonly required for drugs obtained from retail pharmacies; or may be covered under either a medical or pharmacy Group Health Plan.

1.35 "Usual and Customary" or "U&C" means the lowest price, including any Dispensing Fee a Network Participant would charge a particular customer if such customer were paying cash for the identical prescription drug service on the date dispensed. This includes any applicable discounts including but not limited to senior discounts, frequent shopper discounts, and other special discounts offered to attract customers.

1.36 "Utilization Management" or "UM" means a broad collection of standard clinical products and services that are designed to encourage proper drug utilization in order to enhance Member outcomes while managing drug benefit costs for Plan Sponsor. Such services include, but are not limited to the following, Formulary exception, prior authorization, step therapy, quantity limits, restricted access, and retrospective DUR.

## 2. GENERAL SERVICES

2.1 **Plan Administrator Management Services.** Blue Cross NC will provide certain account management services as set forth herein.

2.1.1 Account Management. Blue Cross NC agrees to provide account services to support the overall effectiveness of the services provided under this Exhibit, and promote the integration of such services with operations. The account team will

facilitate and plan routine meetings with Plan Administrator to provide updates on program performance, present benefit consultations, and consult on operational improvements. Benefit design consultation and analysis may consist of analysis of different benefit designs, the financial impact of Copayment differentials, Pharmacy Network options, shifts in utilization patterns, generic savings opportunities, and Formulary options. The account team will also present new Blue Cross NC products and services to Plan Administrator, to support meeting their pharmacy program objectives. Other activities may include some or all of the following:

(a) Research and propose solutions to Claims, eligibility, provider, and Member service issues;

(b) Collaboration with Plan Administrator on an annual strategic plan and supporting work plans to coordinate the activity;

(c) Attend quarterly face-to-face meetings with Plan Administrator;

(d) Provide and interpret pharmacy reports, quarterly performance reports and semi-annual program updates. Conduct financial analysis of Blue Cross NC sponsored programs and products at the Group Health Plan level; and

(e) Plan and coordinate implementation meetings for Blue Cross NC programs and services.

## 2.2 Claims Processing Information Management

2.2.1 Group Health Plan Information Management. Blue Cross NC or its designee will enter Group Health Plan and Pharmacy Network information as soon as practicable after receiving such information from Plan Administrator but agrees that it will enter such standard data no later than ninety (90) days after receiving the data from Plan Administrator. If Plan Administrator requests Blue Cross NC to enter such data sooner than ninety (90) days, the Parties will mutually agree on the time frame and any potential increased costs associated with such activities.

2.2.2 Adjudication of Claims. Blue Cross NC or its designee will adjudicate Claims for Covered Prescription Drug Services electronically submitted by Network Participants through the Claims Adjudication System or manually submitted by a Member as a Paper Claim, according to the Group Health Plan, Member eligibility, and other information submitted by the Plan Administrator. In adjudicating claims, Blue Cross NC will rely on the information provided to it by the Plan Administrator and will not be responsible for inaccuracies in the information. Adjudication will include eligibility and coverage determination under the Group Health Plan, including the calculation of allowable costs and applicable Copayment/Deductible,

or Coinsurance, payment of eligible claims, and notification of declined or ineligible Claims.

2.2.3 NDC File. Blue Cross NC or its designee will maintain a National Drug Code (NDC) File for prescription drugs and required elements for each NDC. Blue Cross NC or its designee will update the NDC File no less frequently than monthly with information provided by Pricing Source. The NDC file is provided for internal data purposes only and may not be used for pricing purposes.

2.3 **Web-based Tools, Products and Services.** Blue Cross NC or its designee shall offer several web-based products and services to Plan Administrator. Products range from communicating drug news and pipeline information, to an interactive, user-friendly Web site designed for Members.

2.4 **Contact Center Services**

2.4.1 Member Contact Center. Blue Cross NC or its designee will make available a toll-free customer service line for use by Members.

2.4.2 The Mail Service Pharmacy Contact Center. Blue Cross NC or its designee will make available a toll-free customer service line for use by Members utilizing the Mail Service Pharmacy.

2.4.3 Pharmacy Locator. Blue Cross NC or its designee will provide a means, either toll-free telephone line and/or electronic, for Members to contact to identify Network Participants in a particular area. The toll-free telephone line will be available during Pharmacy Help Desk hours.

2.4.4 Pharmacy Help Desk Service. Blue Cross NC or its designee will provide help desk service for pharmacist Claim inquiries twenty-four (24) hours a day, seven (7) days a week. This help desk service will also handle calls from Network Participants in the event they have questions concerning reconciliation reports provided to them for purposes of pharmacy payments.

2.5 **Clinical Services**

2.5.1 Formulary Management.

2.5.1.1 Blue Cross NC will provide Formulary clinical services in accordance with NCQA standards and all applicable state and federal laws.

2.5.1.2 Blue Cross NC will provide Formulary management services and will update the Formulary in a timely manner.

2.5.1.3 Blue Cross NC will coordinate Pharmacy & Therapeutics (P&T) Committee meetings at least quarterly and include developing agenda, therapeutic class

reviews, drug monographs and quarterly updates of Formulary publications available on Blue Cross NC's website.

2.5.2 Utilization Management. Blue Cross NC will provide cost containment programs in the form of Utilization Management programs on behalf Plan Sponsor and such services will be subject to additional fees as described in Exhibit A.

2.6 **E-Prescribing.** Blue Cross NC or its designee will support e-Prescribing transaction standards for eligibility, formulary, and medication history to allow prescribers to electronically send Members' prescriptions directly to a Network Participant from the point-of-care.

2.7 **Special Projects.** Special Projects may be mutually agreed to by the parties and described in an amendment to this Agreement as applicable, including any additional fees.

2.8 **Cooperation upon Termination.** Should Plan Sponsor terminate this Agreement, Blue Cross NC will provide all standard industry PBM transition/data files that will be used by the new PBM to minimize member disruption, including full historical NCPDP claims files, prior authorization files, accumulator files, mail open refill files, both pre and post termination date. Blue Cross NC reserves the right to charge a reasonable fee for these files.

2.9 **Access to Information.** Subject to the limitations in Article 15, if Plan Administrator needs pharmacy claims information from Blue Cross NC for audit or to conduct health care operations, Blue Cross NC shall give Plan Administrator access to that information if allowed by law, upon the completion of a data use agreement. Blue Cross NC reserves the right to restrict the provision of certain information it deems confidential, proprietary or a trade secret.

An annual pharmacy utilization report will be provided upon request at no expense to Plan Sponsor. Any additional reporting requests must be reasonable and at a reasonable frequency agreed to by Blue Cross NC and may require reasonable, mutually agreed compensation.

2.10 **Consulting Fees**. Plan Sponsor has contracted separately with Mark III Employee Benefits ("Group Consultant") for consulting services with regard to the Group Health Plan. In order to provide full consulting services, Group Consultant has contracted with Stealth Partner Group, an Amwins Company ("Pharmacy Consultant") to provide the Plan Sponsor with pharmacy consulting services specific to the Group Health Plan's pharmacy benefits. Plan Sponsor acknowledges and agrees to pay Blue Cross NC $2.00 per Prescription Drug Claim, which shall represent consulting fees (the "Consulting Fee") that Plan Sponsor has requested that Blue Cross NC or its designee pay the Pharmacy Consultant. Plan Administrator further agrees to meet in person with Blue Cross NC two times during the Agreement Period to discuss the Pharmacy Program and performance. For purposes of this section, prescription drug claim shall mean any prescription drug paid under the pharmacy benefit, including brand or generic drugs, purchased via mail or retail. Such Plan

Sponsor acknowledges that it has the sole financial responsibility for the payment of the Consulting Fee. Blue Cross NC or its designee has no obligation to pay the Consulting Fee until Plan Sponsor has submitted the corresponding funds to Blue Cross NC. No amount so transferred or paid by Plan Sponsor will be considered an asset of Plan Sponsor or its Group Health Plan, and Blue Cross NC will not have any obligation to Plan Sponsor with respect to any interest or other earnings, if any, received by Blue Cross NC with respect to such amounts.

The Parties acknowledge that this provision does not restrict Plan Sponsor from changing or removing its consultants. The Plan Sponsor understands that changing its consultants identified above shall require notice as required under Article 18 of the Agreement.

Blue Cross NC or its designee shall pay Consulting Fees to the Pharmacy Consultant from its general assets on a quarterly basis after receiving such Consulting Fees from Plan Sponsor. Flat fee payments shall be paid as part of the first quarter commission payment. Should Blue Cross NC or its designee pay any amount of Consulting Fees to Consultant that Blue Cross NC or its designee, for any reasons, did not collect or was required to return to Plan Sponsor, Blue Cross NC or its designee shall notify Consultant and Blue Cross NC or its designee shall recoup such Consulting Fees.

The Plan Sponsor represents and warrants that the Consulting Fees are reasonable and are directly related to actual services rendered by the Pharmacy Consultant to the Plan Sponsor. The Plan Sponsor further represents and warrants that the Pharmacy Consultant does not provide services to the Plan Sponsor that would make the Pharmacy Consultant a fiduciary of the Group Health Plan, as defined in the Employee Retirement Income Security Act of 1974, as amended.

## 3. PHARMACY NETWORK SERVICES

3.1 **Network Utilization and Pricing.** Blue Cross NC or its designee will provide and maintain Pharmacy Network(s) to provide Covered Prescription Drug Services to Members. For the Pharmacy Network selected, the rates are described in Section 3.5 of this exhibit. In the event Plan Administrator elects to have Blue Cross NC maintain or administer additional Networks, the rates will be subject to change.

3.2 **Network Establishment and Maintenance.** Through the chosen Pharmacy Network(s), Members will have access to certain Network Participants that have (a) executed a Network Contract as required by Blue Cross NC or its designee (as amended from time to time), and (b) have agreed to provide Covered Prescription Drug Services to Members in accordance with a pharmacy reimbursement schedule and the terms of the Network Contract. Blue Cross NC or its designee will maintain Network Contracts with an adequate number of Network Participants in the various geographical areas where Members reside and will comply with all applicable regulatory access requirements. Blue Cross NC or its designee will furnish each Network Participant with Group Health Plan information in such a format and media as Blue Cross NC deems appropriate for the purpose of assisting such Network

Participants in providing Covered Prescription Drug Services to Members. Blue Cross NC reserves the right to periodically change Network Participants in order to maintain satisfactory compliance with Blue Cross NC's policies on pricing, quality, and operations.

3.3 **Network Contracts.** Blue Cross NC will comply, or will require its designee to comply, with all laws applicable to pharmacy network contracts, including applicable state regulatory or other governmental agencies' filings if necessary (including, but not limited to, filings regarding all Network Participant terminations).

3.4 **Blue Cross NC Maximum Allowable Cost List.** Network Pharmacies will be required to accept Blue Cross NC's MAC List(s) for Members.

3.5 **Drug Pricing.** Plan Sponsor will be invoiced for pharmacy claims based on the contracted rate with the pharmacy minus the member's coinsurance and deductible amounts. Schedule A provides a minimum annual effective rate for each level of discount.

See Schedule A for pricing terms and conditions. Schedule A will provide the underwriting terms and conditions and will be included as an exhibit to the pharmacy exhibit.

3.6 **Pharmacy Network Audit Services.** Blue Cross NC or its designee will perform pharmacy Claims audits to promote Network Participants' compliance with contractual obligations and applicable laws. Blue Cross NC or its designee will perform its pharmacy Claims audits pursuant to the authority granted to Blue Cross NC or its designee in the applicable Network Contracts. Such audits may include:

3.6.1 Daily Claims Review. Blue Cross NC or its designee will conduct manual review of selected questionable Claims by Network Participant from a population of Claims that meet or exceed a defined dollar threshold. Blue Cross NC or its designee will contact Network Participant and instruct pharmacist to reverse and reprocess the applicable Claim using accurate Claim information, when appropriate.

3.6.2 Desktop Audits. Blue Cross NC or its designee will perform desktop audits of Network Participants identified through the pharmacy audit profile, upon request, through Blue Cross NC's compliance hotline, or as otherwise identified by Blue Cross NC. Blue Cross NC or its designee will review and verify up to twelve (12) months of Claims by Network Participant and will contact Network Participant through correspondence to address questionable Claims issues. Blue Cross NC or its designee will request a copy of prescription to verify accuracy, when appropriate.

In certain cases, inaccurate Claims will result in a chargeback to the Network Participant. During each calendar year, Blue Cross NC or its designee will perform the number of desktop audits that equals nine percent (9%) of Network Pharmacies.

If additional audits are needed, the volume and associated fees will be mutually agreed upon in advance.

3.6.3 On-Site Audits. Blue Cross NC or its designee will perform on-site audits of Network Participants identified through the pharmacy audit profile, upon request, through Blue Cross NC's compliance hotline, or as otherwise identified by Blue Cross NC. Blue Cross NC or its designee will review and verify up to twenty-four (24) months of Claims at the Network Participant's location. Blue Cross NC or its designee will also verify Network Participant is in compliance with the Network Contract and the Pharmacy Operations Manual. In certain cases, inaccurate Claims will result in a chargeback to the Network Participant. During each calendar year, Blue Cross NC or its designee will perform the number of on-site audits that equals five percent (5%) of Network Pharmacies. If additional audits are needed the volume and associated fees will be mutually agreed upon in advance.

## 3.7 Network Participant Interface and Payments

3.7.1 Claims Submission. Network Participants will be required to submit Claims for Covered Prescription Drug Services to Blue Cross NC or its designee in accordance with the procedures detailed in the National Council of Prescription Drug Programs (NCPDP) Online Claims Submission Telecommunication Standard.

3.7.2 Claims Quality. Blue Cross NC or its designee will perform online edits of the information contained in the Claims based upon the provisions and guidelines of the applicable Group Health Plan. Missing, illegible or erroneous information will cause such Claims to be rejected and the Network Participant will be notified online according to the NCPDP standards for communicating such rejections. All rejected Claims must be resubmitted in their entirety.

3.7.3 Payment Methodology/Network Participant Reimbursement Calculation. Blue Cross NC or its designee will pay Claims consistent with the applicable Benefit Booklet. Reimbursement to the Network Participant will be based upon the agreed-upon pricing contained in the Network Contract with the Network Participant on the date the prescription transaction is processed, referred to as the Allowed Amount. The negotiated amount, or Allowed amount for Participating Pharmacies, will be: any provider or sales taxes, where applicable; plus the lesser of: (i) U&C; or (ii) the Pharmacy Network submitted cost plus the contracted Dispensing Fee; or (iii) the sum of the MAC or AWP less the contracted discount percentage plus the contracted Dispensing Fee.

3.7.4 Material Change to AWP. If after the Effective Date: (i) material changes to the formula, methodology or manner in which AWP is calculated or reported by the Pricing Source take effect or (ii) the Pricing Source ceases to publish AWP for the Covered Prescription Drug Services under this Agreement, then the financial terms of this Agreement shall be automatically adjusted at the time of such change

to return the Parties to their commercially reasonably respective economic positions as they existed under the Agreement prior to such change. If the event described in item (ii) above occurs, the AWP pricing under this Agreement shall immediately and automatically be converted to an alternative comparable pricing benchmark.

3.7.5 Provider Taxes. Blue Cross NC will bill Plan Sponsor and Plan Sponsor will pay Blue Cross NC for any federal, state or local Provider Taxes payable with respect to any sales of Covered Prescription Drug Services to a Member, and will remit to Network Participant any such taxes collected from Plan Sponsor. Network Participant is required to submit a request for tax payment at the time of an on-line claim submission. Network Participant will remit any such Provider Taxes to the appropriate taxing authority. Network Participant will be solely responsible for any other taxes or surcharges associated with its performance under the Network Contract.

## 4. REBATE MANAGEMENT SERVICES

### 4.1 Negotiating Rebates.

On its own behalf, Blue Cross NC or its designee have entered into, and may in the future, enter into arrangements with Manufacturers under which a portion of prescription drug charges are rebated. In addition, pharmacy management vendors may receive administrative reimbursement or fees directly from Blue Cross NC or drug or other companies for administrative services they deliver for Blue Cross NC and those companies. These amounts are not considered rebates as described here. Pharmaceutical Rebates may be associated with drug claims processed under the Group Health Plan's pharmacy benefit. From time to time, Rebates may be received for prescription drugs provided under the medical benefit ("medical benefit Rebates"). These Rebates amount vary, and may change during the year, based upon the status of a drug in Blue Cross NC's prescription drug formulary, drug utilization, benefit coverage, unexpected generic launches, and other factors. Plan Sponsor retains sole and complete control to (i) select and change the formularies for its Plan, and (ii) determine and amend all benefit structures and terms under its Group Health Plan.

As described below, Blue Cross NC will credit to Group Health Plan's account the allocated rebates it receives from its pharmacy management vendor(s) after deducting the applicable Pharmacy Handling Fees.

### 4.2 Rebate Payments.

Blue Cross NC guarantees the group that the rebate credits for pharmacy claims processed during the current Agreement Period will be as provided in Schedule A.

Although the rebate per Eligible Brand Prescription Drug Claim may be more or less than the amounts Blue Cross NC receives under this Agreement, Plan Sponsor agrees to receive only the Rebate Payment.

Plan Sponsor understands that certain Manufacturers will not pay Rebates for "cash business." "Cash business" may be defined differently by Manufacturers and final authorization to pay Rebates on "cash business" Claims (as defined by such Manufacturers), resides separately with each Manufacturer. Subject to the foregoing, for purposes of this Agreement, "cash business" means those Claims involving payment of the entire cost of the drug by the individual receiving such drug due to such individual not being covered by any prescription drug benefit which provides for payment of the entire, or any portion of, the cost of the drug; provided, however, that Claims involving payment of the entire cost of the drug by the individual receiving the drug due to exhaustion of his or her prescription drug benefit will not be considered "cash business," nor are Claims initially paid for by the Member where the Member is entitled to subsequent reimbursement from the provider of the prescription drug benefit coverage. Blue Cross NC will have the right, upon notice, to make an adjustment to the Rebates if rebate revenue is decreased because Brand Drugs lose their patent, move to generic status, or there is a change in law. Rebate payments are conditioned on Blue Cross NC processing all pharmacy claims under the Group Health Plan. Rebate guarantees are subject to change if Plan Sponsor carves out any portion of the pharmacy benefit to third party PBMs. Rebate guarantees include claims processed through in-house pharmacies, and assume hospital own-use claims are eligible for rebates (i.e. assume Plan Sponsor does not have 340b pricing). If Plan Sponsor has 340b pricing in place, rebate guarantees are subject to change as provided in Schedule A.

4.3 **Rebate Payment Schedule.**

Rebate guarantees will be paid quarterly by Blue Cross NC with the first quarterly payment paid within 180 days to Plan Sponsor and quarterly thereafter. Rebates will not be paid without a fully executed and signed Agreement.

Plan Sponsor agrees all payments associated with rebates and any related interest are not due and owing to the Group Health Plan until Blue Cross NC actually pays them to the Plan pursuant to this Agreement. Plan Sponsor agrees that Blue Cross NC will deposit rebates in an interest-bearing account upon receipt from pharmacy management vendor(s) until distributed to the Group Health Plan, and interest earned will be retained by Blue Cross NC as additional compensation.

4.4 **Rebates Upon Termination.**

In the event the Pharmacy Benefit is terminated by Plan Sponsor prior to the end of the arrangement as described in Schedule A, Plan Sponsor will forfeit any unpaid rebates

earned during that year to date, and Blue Cross NC may retain such rebates as additional compensation.

## 5 PHARMACY SERVICES

### 5.1 Mail Service Pharmacy Services.

5.1.1 Mail Service Pharmacy Pricing Terms. Plan Sponsor will pay Blue Cross NC for Covered Prescription Drug Services dispensed by the Mail Service Pharmacy in an amount equal to the contracted rate for each Covered Prescription Drug Service dispensed as specified in Schedule A, less the applicable Copayment/Deductible or Coinsurance amount. The applicable AWP will be based on the package size dispensed and the appropriate NDC.

5.1.2 Mail Service Pharmacy Covered Prescription Drug Services. The Mail Service Pharmacy will provide medications under the following guidelines:

(a) The Covered Prescription Drug Services and days' supply limitation will be as set forth in the applicable Benefit Booklet.

(b) Based upon the prescription and Applicable Law, the Mail Service Pharmacy will provide a quantity of Covered Prescription Drug Services consistent with the Member's Benefit Booklet, subject to the quantity limitations written by the prescriber on the prescription, professional judgment of the dispensing pharmacist, limitations imposed on controlled substances and Manufacturer's recommendations. Prescriptions may be refilled providing the prescription so states. Prescriptions will not be filled (1) more than twelve (12) months after issuance, (2) more than six (6) months after issuance for controlled drug substances, or (3) if prohibited by Applicable Law.

5.1.3 Mail Service Pharmacy Dispensing Procedures.

(a) The Mail Service Pharmacy shall dispense Covered Prescription Drug Services to Members, and dispense Generic Drugs when authorized, in accordance with (1) Applicable Law, and (2) the terms of this Agreement.

(b) All matters pertaining to the dispensing of Covered Prescription Drug Services or the practice of pharmacy in general are subject to the professional judgment of the dispensing pharmacist.

(c) Any drug which cannot be dispensed in accordance with the Mail Service Pharmacy's reasonable dispensing protocols, which requires special record-keeping procedures, or which requires special handling, may not be dispensed by the Mail Service Pharmacy, provided that the Mail Service Pharmacy provides Members with reasonably prompt notice of any such drug.

(d) If it becomes impracticable, for reasons of force majeure or otherwise, for the Mail Service Pharmacy to dispense prescriptions to Members under the Mail Service Pharmacy Service, the Mail Service Pharmacy shall use reasonable efforts to have prescriptions dispensed from an alternative Network Participant, subject to Applicable Law.

5.1.4 Mail Service Pharmacy Postage, Mailing, and Shipping. The Mail Service Pharmacy will be solely responsible for all standard postage, mailing and shipping expenses of Covered Prescription Drug Services provided to Members pursuant to this Agreement, except in the instance when a Member requests expedited shipping, in which case the expedited shipping expenses shall be the sole responsibility of the Member. The Mail Service Pharmacy shall have discretion to waive the expedited shipping fee, but it shall remain responsible for the postage.

5.1.5 Mail Service Pharmacy Complaint Procedures. The Mail Service Pharmacy shall make commercially reasonable efforts to resolve oral or written complaints in an informal process and to keep written records of events and actions surrounding each complaint that is not resolved to the Member's satisfaction, as much as is practicable.

5.2 **Specialty Pharmacy Services.** The following provisions apply only to services provided through the Specialty Pharmacy.

5.2.1 Specialty Pharmacy Services.

(a) Blue Cross NC or its designee will use Member enrollment and benefit coverage information provided by Plan Administrator to determine Member eligibility and benefit coverage at the time of dispensing.

(b) The Specialty Pharmacy will collect from each Member their applicable Copayment/Deductible and/or Coinsurance fee for each prescription or refill in accordance with the Benefit Booklet.

(c) The Specialty Pharmacy may withhold prescription services to a Member for good cause if allowed by law including, but not necessarily limited to, Plan Sponsor's nonpayment of prescription services provided to Members; the Member's failure to pay for services rendered (e.g., Copayments/Deductibles and/or Coinsurance or other out-of-pocket costs); requests by Members for quantities of Specialty Pharmacy Products in excess of prescribed quantities or refill limitations or where, in the professional judgment of the dispensing pharmacist, the prescription should not be filled.

(d) The Specialty Pharmacy will attempt to dispense Generic Drugs in lieu of prescribed brand name Specialty Pharmacy Products if commercially available, consistent with the prescription, and consistent with the dispensing pharmacist's professional judgment and Applicable Law. In addition, the

Specialty Pharmacy will comply with the Group Health Plan Formulary to the extent the Formulary applies to such Specialty Drug Products, unless the Specialty Pharmacy is otherwise directed by a prescribing provider via a prescription which contains the handwritten words "Dispense as Written" or "Brand Necessary", or such other equivalent indication as may be required by applicable laws or regulations to indicate the same intention.

(e) Upon the Specialty Pharmacy's receipt of an appropriate Specialty Pharmacy Product prescription and any required Copayment/Deductible or Coinsurance from the Member, the Specialty Pharmacy will ship the Specialty Pharmacy Product to the Member or provider, as directed by the Member, via a third party carrier or any other comparable traceable method the Specialty Pharmacy may select.

(f) The Specialty Pharmacy will make every reasonable effort to resolve oral or written complaints in an informal process and keep written records of events and actions surrounding each complaint that is not resolved to the eligible Member's or provider's satisfaction.

5.2.2 Specialty Pharmacy Dispensing Procedures.

(a) The Specialty Pharmacy will dispense Specialty Pharmacy Products to Members when authorized, in accordance with (1) Applicable Law, and (2) the terms of this Amendment and Benefit Booklet.

(b) All matters pertaining to the dispensing of Specialty Pharmacy Products or pharmacy in general are subject to the professional judgment of the dispensing pharmacist.

(c) If it becomes impracticable, for reasons of force majeure or otherwise, for the Specialty Pharmacy to dispense prescriptions to Members, Specialty Pharmacy will use commercially reasonable efforts to have Specialty Pharmacy Products dispensed from an alternative specialty pharmacy, subject to Applicable Law.

5.2.3 Specialty Pharmacy Pricing Terms.

(a) The Copayment/Deductible or Coinsurance amount for each prescription or refill dispensed through the Specialty Pharmacy will be as designated in the applicable Group Health Plan.

(b) Claims for Specialty Pharmacy Products will be processed as soon as reasonably practicable following receipt. The applicable AWP will be determined as of the date on which the Claim is processed using the most recently loaded Pricing Source data.

5.3 Specialty Copay Solutions – Copay Maximization and Flex Access Programs

5.3.1 Specialty Copay Solutions – Copay Maximization Program: This program maximizes the value of eligible manufacturer-sponsored patient assistance coupon programs (coupon program) by adjusting Member out-of-pocket liability to reach the full value of the benefit under the manufacturer's coupon program. In addition, the value of the manufacturer coupon will not be credited to Member deductible or out-of-pocket maximum amounts. This program requires the exclusive specialty pharmacy election.

If elected, the administrative fee for Specialty Copay Solutions – Copay Maximization program is $125 per eligible specialty drug claim.

5.3.2. FlexAccess Program: This program is a copay assistance / coupon maximization program. This program maximizes the value of eligible manufacturer-sponsored patient assistance coupon programs (coupon program) by adusting Member out-of-pocket liability to reach the full value of the benefit under the manufacturer's coupon program. In addition, the value of the manufacturer coupon will not be credited to Member deductible or out-of-pocket maximum amounts. This program does not require the exclusive specialty pharmacy election.

If elected, the administrative fee for FlexAcess is 20% of savings amount per eligible claim.

# EXHIBIT J

# PERFORMANCE GUARANTEE

## A. Terms and Conditions

Blue Cross NC agrees to the following performance definitions, measures and standards ("Performance Guarantees") for a period of one year beginning July 1, 2023 to July 1, 2024 (hereinafter the "Measurement Period").

For each category described, performance will be measured by, and Administrative Fee Refunds ("AFR"), if any, will be calculated on the basis of Blue Cross NC's audits, surveys or reports as described in this Exhibit. Where Blue Cross NC fails to achieve a Performance Guarantee, applicable AFRs, expressed as a percentage of the Medical Administrative Fee collected from the Plan Sponsor and/or the Group Health Plan, will be paid by Blue Cross NC as described below.

Blue Cross NC will place a maximum of **9%** of Medical Administrative Fees at risk. The Medical Administrative Fee is the Administrative Fee payable by the Group Health Plan to Blue Cross NC for administration of health benefits. Medical Administration Fee does not include fees for dental benefits, run-out services, commissions, and/or stop loss coverage.

The Plan Sponsor and/or the Group Health Plan reserve the right to have internal or external auditors verify the accuracy of Blue Cross NC's reported results at their expense. Blue Cross NC reserves the right to replace or modify any Performance Guarantee if necessitated by the way Blue Cross NC tracks or measures the applicable Performance Guarantee. Any substitute Performance Guarantee will, to the extent reasonably possible, attempt to reflect the same underlying objective and performance level reflected in the original Performance Guarantee, consistent with this new measurement and/or tracking methodology. Blue Cross NC shall explain the reasons for the change and the substitute methodology in writing at least 30 days prior to such change.

1. The measures discussed herein are calculated based on the entire Measurement Period in accordance with Blue Cross NC's performance measurement policies and procedures. The appropriate AFRs will be paid if the result fails to meet the established standard. An annual report of Performance Guarantee performance will be prepared by Blue Cross NC and provided to Plan Administrator no later than 90 days after the conclusion of the Measurement Period and will be the basis for payment, if any, pursuant to paragraph 4 of this section, below.

2. These Performance Guarantees and AFRs apply only in regard to health care services provided directly by Blue Cross NC. It is not intended to apply to any other service or coverage, including but not limited to dental, life insurance coverage, and carve-outs such as vision and mental health.

3. Any material failure on the part of the Group Health Plan or its designee to perform on a timely basis those responsibilities specified in the Agreement that are necessary and integral to the Performance Guarantee made by Blue Cross NC shall void the Performance Guarantee, until such time as they have been corrected and the applicable Performance Guarantee and Blue Cross NC shall be held harmless. This includes, but is not limited to, retroactive requests from the Group Health Plan or its designee.

4. Blue Cross NC shall pay any amounts due to the Plan Sponsor and/or the Group Health Plan as a result of Blue Cross NC's failure to meet the Performance Guarantee. Payment shall be made 90 days following the conclusion of the current Measurement Period.

5. AFRs shall be a percentage of the actual Administrative Fees paid by the Plan Sponsor and/or the Group Health Plan. If the Plan Administrator, the Plan Sponsor and/or the Group Health Plan are delinquent in the payment of Administrative Fees, miscellaneous fees and/or the funding of claims as stated in this Agreement, the Performance Guarantees made by Blue Cross NC shall be void for the entire month during which the delinquency occurs. If the Group Health Plan is delinquent for three consecutive months, the Performance Guarantees made by Blue Cross NC shall be void for the entire current Measurement Period.

6. Notwithstanding the above, Performance Guarantees will become effective the later of the first day of the Measurement Period or the month following the receipt of a fully executed Agreement. When calculating the payout on Performance Guarantees measured on an annual basis, the Performance Guarantee will be deemed to have been met for portions of the Measurement Period prior to the execution of the Agreement.

## B. Implementation (Fees at Risk: 2.00%)

| **Standards** | **Administrative Fee Refunds (AFR) for Failure to Meet Standard** |
|---|---|

(Note: Applicable Administrative Fee Refunds (AFR) will be paid based on Measurement Period results.)

1. Blue Cross NC will generate and mail Member ID cards prior to the effective date.

| | |
|---|---|
| Member ID cards mailed by the effective date | 0.00% Refund |
| Member ID cards mailed 1-5 days after the effective date | 1.00% Refund |
| Member ID cards mailed 6 or more days after the effective date | 2.00% Refund |

* The above standard is based on Blue Cross NC receiving accurate and complete enrollment data at least **30** calendar *days prior to the Group Health Plan's effective or renewal date to include enrollment data with addresses formatted* to USPS standard.

## C. Customer Service (Fees at Risk: 4.00 %)

| Standards | Administrative Fee Refunds (AFR) for Failure to Meet Standard | |
|---|---|---|

(Note: Applicable Administrative Fee Refunds (AFR) will be paid based on Measurement Period results.)

1. Average Speed to Answer will be thirty-one (31) seconds or less.

| | |
|---|---|
| 30.9 Seconds or Less | 0.00% Refund |
| 31-40 Seconds | 1.00% Refund |
| 41 Seconds or Higher | 2.00% Refund |

Standard: (Will be based on ASO Performance Guarantee Unit results)

2. Abandonment Rate will be 5.0% or less.

| | |
|---|---|
| 5.0 % or Less | 0.00% Refund |
| 5.01% - 7.9% | 1.00% Refund |
| 8.0% or Higher | 2.00% Refund |

Standard: (Will be based on ASO Performance Guarantee Unit results)

**D. Claim Processing Service (Fees at Risk: 3.00 %)**

| Standards | Administrative Fee Refunds (AFR) for Failure to Meet Standard | |
|---|---|---|

(Note: Applicable Administrative Fee Refunds (AFR) will be paid based on Measurement Period results.)

1. Financial Accuracy Rate = 98.0%

| | |
|---|---|
| 98.0 % or Higher | 0.00% Refund |
| 96.0% - 97.9% | 1.00% Refund |
| 94.0%-95.9% | 2.00% Refund |
| 93.9% or Less | 3.00% Refund |

(Will be based on Administrative Services Only (ASO) Unit results)

## E. Definitions

1. "Abandonment Rate" is the percentage of Member calls that hang up while waiting for a Customer Service Professional to answer the call.

2. "Average Speed to Answer" is measured beginning when a Member arrives in the Customer Service Department queue and ending when a Customer Service Professional answers the call.

3. "Business Days" are Monday through Friday that Blue Cross NC is open for business.

4. "Calendar Days" are any day of the week, including weekends and holidays.

5. "Clean Claims" are those claims that do not require external investigation in order to process. External investigation means that Blue Cross NC must obtain information from a non-Blue Cross NC agent, contractor or subsidiary to process a claim.

6. "Enrollment Data" is comprised of those applications or other forms or statements completed and submitted by potential Members or electronic eligibility information submitted by the Plan Administrator.

7. "Financial Accuracy Rate" is based on claim errors which impact the actual dollars applied to the claim. This occurs when the Blue Cross NC claims processor or claims adjudication system produces an over or under payment. Financial Accuracy Performance is determined based on review of a random sample of paid claims, including adjusted claims (exclusive of zero-paid claims). This measure is calculated by dividing the absolute dollar value of the overpaid and underpaid tested claims by the total dollar amount paid (or should have paid) for the tested claims.

8. "Member" is a covered employee, a covered employee's dependent or other eligible person who is enrolled in the Group Health Plan.

9. "Processing Time" is a measure based on the number of calendar days from the date of receipt of a claim by Blue Cross NC to either:

   (i) The date the claim has passed all edits and is paid by issuance of a check, settled by payment voucher or denial notice is sent.

   (ii) Release of a response to the claimant by Blue Cross NC for those claim submissions, which do not include sufficient information for processing. These claims are closed on the date the response is issued. When the member re-submits the claim with additional information, the claim is processed as a new claim (For example, when a 'balance due' bill is submitted by the Member instead of an itemized bill, the claim would be processed again when the itemized bill is received).

   Note: Blue Cross NC measures Processing Time for out-of-state claims processed through the national Blue Card program based on the time a claim is received by Blue Cross NC from the out-of-state Blue Cross Blue Shield plan that prices the claim until the claim has passed all edits and is returned by Blue Cross NC to the out-of-state Blue Cross Blue Shield plan for payment.

10. "Subscriber" is an employee who has enrolled in the Blue Cross NC Health Plan offered by their employer.

11. “Zero-paid claim” is defined as:

(i) A properly denied claim;
(ii) A Coordination of Benefits (COB) claim for which an allowed amount is determinable; or
(iii) A claim for which valid Member liability exceeds plan liability.

# SCHEDULE A

BlueCross BlueShield of North Carolina
An Independent Licensee of the Blue Cross and Blue Shield Association

| Rowan County | |
|---|---|
| Effective Date: | 7/1/2023 |
| Members: | 1,280 |
| Employees: | 806 |

| CUSTOM PASSTHROUGH PRICING | |
|---|---|
| Contract Period | Broad Plus |
| **BRAND DISCOUNTS** | |
| **Retail Network** | |
| 7/1/2023 to 6/30/2024 | 18.80% |
| 7/1/2024 to 6/30/2025 | 18.85% |
| 7/1/2025 to 6/30/2026 | 18.90% |
| **Extended Supply Network (ESN) - 90 Day Channel** | |
| 7/1/2023 to 6/30/2024 | 24.45% |
| 7/1/2024 to 6/30/2025 | 24.50% |
| 7/1/2025 to 6/30/2026 | 24.55% |
| **Mail** | |
| 7/1/2023 to 6/30/2024 | 24.50% |
| 7/1/2024 to 6/30/2025 | 24.50% |
| 7/1/2025 to 6/30/2026 | 24.50% |
| **GENERIC DISCOUNTS** | |
| **Retail Network** | |
| 7/1/2023 to 6/30/2024 | 83.85% |
| 7/1/2024 to 6/30/2025 | 83.95% |
| 7/1/2025 to 6/30/2026 | 84.05% |
| **Extended Supply Network (ESN) - 90 Day Channel** | |
| 7/1/2023 to 6/30/2024 | 87.75% |
| 7/1/2024 to 6/30/2025 | 87.85% |
| 7/1/2025 to 6/30/2026 | 87.95% |
| **Mail** | |
| 7/1/2023 to 6/30/2024 | 86.50% |
| 7/1/2024 to 6/30/2025 | 86.60% |
| 7/1/2025 to 6/30/2026 | 85.70% |
| **BRAND DISPENSING FEES** | |
| **Retail Network** | |
| 7/1/2023 to 6/30/2024 | $0.45 |
| 7/1/2024 to 6/30/2025 | $0.45 |
| 7/1/2025 to 6/30/2026 | $0.45 |
| **Extended Supply Network (ESN) - 90 Day Channel** | |
| 7/1/2023 to 6/30/2024 | $0.00 |
| 7/1/2024 to 6/30/2025 | $0.00 |
| 7/1/2025 to 6/30/2026 | $0.00 |
| **Mail** | |
| 7/1/2023 to 6/30/2024 | $0.00 |
| 7/1/2024 to 6/30/2025 | $0.00 |
| 7/1/2025 to 6/30/2026 | $0.00 |
| **GENERIC DISPENSING FEES** | |
| **Retail Network** | |
| 7/1/2023 to 6/30/2024 | $0.45 |
| 7/1/2024 to 6/30/2025 | $0.45 |
| 7/1/2025 to 6/30/2026 | $0.45 |
| **Extended Supply Network (ESN) - 90 Day Channel** | |
| 7/1/2023 to 6/30/2024 | $0.00 |
| 7/1/2024 to 6/30/2025 | $0.00 |
| 7/1/2025 to 6/30/2026 | $0.00 |
| **Mail** | |
| 7/1/2023 to 6/30/2024 | $0.00 |
| 7/1/2024 to 6/30/2025 | $0.00 |
| 7/1/2025 to 6/30/2026 | $0.00 |
| **AGGREGATE SPECIALTY** | |
| **Discount** | |
| 7/1/2023 to 6/30/2024 | 20.75% |
| 7/1/2024 to 6/30/2025 | 20.75% |
| 7/1/2025 to 6/30/2026 | 20.75% |
| **Specialty Pharmacy Dispensing Fee** | |
| 7/1/2023 to 6/30/2024 | $0.00 |
| 7/1/2024 to 6/30/2025 | $0.00 |
| 7/1/2025 to 6/30/2026 | $0.00 |

Notes:

UR-10709

- Discounts are based on the actual NDC-11 dispensed on the fill date.
- Guarantees are based upon the above selected BCBS NC Network.
- Guarantees are based upon an implemented BCBS NC Extended Supply Network (90-day retail). If not implemented, Retail rates apply.
- Discount and dispensing fee rates exclude compound, long term care (LTC) pharmacy, home infusion (HIF) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, 340B, Medicare/Medicaid, out-of-network, member-submitted, foreign, coordination of benefits (COB), subrogation, paper, invalid, usual and customary (U&C) claims and non-specialty discount and dispensing fees also exclude specialty (as defined by the BCBS NC specialty drug management list) claims.
- For discount purposes, Specialty is defined by the BCBS NC specialty drug management list.
- Guarantees are based upon a exclusive specialty network arrangement.
- Aggregate Specialty discount guarantees do not include limited distribution drugs (LDDs) nor any new specialty drugs brought to market and added to the specialty list during the term of each contract year.
- For discount and dispensing fees, Brand drugs are defined as drugs that have a Medi-Span multisource code field equal to "M", "N", or "O".
- For discount and dispensing fees, Generic drugs are defined as drugs available in sufficient supply that have a Medi-Span multisource code field equal to "Y".

BlueCross BlueShield of North Carolina
An Independent Licensee of the Blue Cross and Blue Shield Association

| Rowan County | |
|---|---|
| Effective Date: | 7/1/2023 |
| Members: | 1,280 |
| Employees: | 806 |

| CUSTOM PASSTHROUGH PRICING | |
|---|---|
| Contract Period | Enhanced |
| **REBATE PER BRAND** | |
| **Retail Network** | |
| 7/1/2023 to 6/30/2024 | $287.21 |
| 7/1/2024 to 6/30/2025 | $316.35 |
| 7/1/2025 to 6/30/2026 | $353.69 |
| **Extended Supply Network (ESN) - 90 Day Channel** | |
| 7/1/2023 to 6/30/2024 | $701.35 |
| 7/1/2024 to 6/30/2025 | $771.63 |
| 7/1/2025 to 6/30/2026 | $826.32 |
| **Mail** | |
| 7/1/2023 to 6/30/2024 | $754.41 |
| 7/1/2024 to 6/30/2025 | $848.18 |
| 7/1/2025 to 6/30/2026 | $926.60 |
| **Specialty** | |
| 7/1/2023 to 6/30/2024 | $2,992.42 |
| 7/1/2024 to 6/30/2025 | $3,385.61 |
| 7/1/2025 to 6/30/2026 | $3,872.50 |

Notes:
- For rebate purposes, Specialty is defined by the BCBS NC Specialty Rebate List.
- Compound, long term care (LTC) pharmacy, home infusion (HIF) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, 340b, Medicare/Medicaid, out of network, member-submitted, foreign, coordination of benefits (COB), subrogation, paper, invalid, vaccine, over-the-counter (OTC), zero balance due (100% member paid), biosimilar, and limited distribution drug (LDD) claims are excluded from rebate guarantees.
- For rebate purposes, Brand drugs are defined as all drugs that have a Medi-Span multisource code field equal to “M”, “N”, or “O”.
- Guaranteed rebates will be paid on all eligible claims, claims paid in full or in part by the Plan Sponsor, incurred during the life of the contract.
- Pharmacy handling fees of $2.65 per retail and specialty script and $4.05 per mail script will be deducted from rebates at time of rebate settlement.
- If pharmacy coverage is terminated prior to 6/30/2026, Rowna County will forfeit any unpaid rebates.

BlueCross BlueShield of North Carolina
An Independent Licensee of the Blue Cross and Blue Shield Association

| Rowan County | |
|---|---|
| **Effective Date:** | 7/1/2023 |
| **Members:** | 1,280 |
| **Employees:** | 806 |

Notes:

- Discount guarantees are measured based on the Blue Cross NC cohort line of business collective claims experience, and will be reconciled annually on a plan year of July 1st through June 30th (regardless of the plan renewal date).
- For plans that have a different plan year, payouts for missed guarantees will be prorated based on the number of months impacted during the applicable IHA contract year.
- Discount and dispensing fee guarantees are applied in aggregate.

Additional Caveats:

- Guarantees are based on adoption and adherence of an above BCBS NC formulary, including associated utilization management and clinical programs. BCBS NC reserves the right to equitably adjust guarantees for the following: changes in any law or regulation, changes in interpretation of a law or regulation, changes within PBM marketplace which lead to a significant deviation from the current economic environment, unexpected market events, unexpected generic launches, authorized generic launches, biosimilar launches, products launched at risk, products under patent litigation, new lower cost NDCs priced net of rebates from the innovator, products with AWP decreases, implementation of new clinical programs, removal of existing clinical programs, changes in pharmacy benefit plan design, or drug list changes.
- Members will pay the lower of the contracted rate, U&C, or their applicable copayment. Zero balance logic is not employed.
- Assumes client does not have 340B pricing.
- Guarantees provided does not include savings from DUR or other clinical programs.
- Specialty drugs dispensed through the medical benefit will not be included in reconciliation of guarantees.
- Guarantees assumes 27% ESN penetration, if that differs significantly, BCBS NC reserves the right to revise guarantees terms and financials.
- Guarantees assumes 1% Mail penetration, if that differs significantly, BCBS NC reserves the right to revise guarantees terms and financials.
- BCBS NC reserves the right to equitably adjust the guarantees in the event the number of covered members or pharmacy claims volume changes by greater than 20% over the course of the contract.
- Products with government mandated reimbursement, emergency use protocols, or related to Covid-19 (e.g testing, vaccines, and treatments) are excluded from guarantee reconciliation.
- Discount guarantees are measured based on the Blue Cross NC cohort line of business collective claims experience, and will be reconciled annually on a plan year of July 1st through June 30th (regardless of the plan renewal date).
- For plans that have a different plan year, payouts for missed guarantees will be prorated based on the number of months impacted during the applicable IHA contract year.
- Discount and dispensing fee guarantees are applied in aggregate.
- Pricing includes a $2.00 per rx fee to be paid to Amwins by Prime Therapeutics.

# SPECIFIC STOP LOSS INSURANCE CONTRACT

(With a Deductible)

THIS CONTRACT is entered into this July 1, 2023, by and between Rowan County ("Plan Sponsor"), Rowan County Group Health Plan ("Group Health Plan") and Rowan County ("Plan Administrator") and Blue Cross and Blue Shield of North Carolina, an independent licensee of the Blue Cross and Blue Shield Association, ("Blue Cross NC") (collectively, the "Parties").

## RECITALS

WHEREAS, Plan Sponsor has established and maintains a self-funded Group Health Plan for certain of its employees, retirees and their dependents.

WHEREAS, the Group Health Plan and Plan Sponsor have entered into an Administrative Services Agreement with Blue Cross NC to perform services in administering the Group Health Plan ("Administrative Services Agreement").

WHEREAS, the purpose of this contract is to limit Plan Sponsor's claims liability under the Group Health Plan for an individual Member's Paid Claims, not to exceed the Specific Stop Loss Level elected during a single Contract Period. Blue Cross NC will provide limitation of Plan Sponsor liability for an individual Member's Paid Claims whenever the total Specific Stop Loss claims for all Members exceed the Aggregating Specific Stop Loss Deductible for the Contract Period.

WHEREAS, Blue Cross NC is willing to provide for assumption of a certain portion of Plan Sponsor's claims expense liability incurred under the Group Health Plan as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreement and conditions contained herein, the Parties agree as follows:

## 1. DEFINITIONS

Wherever used in this contract, the following words and phrases shall have the following meanings, except as otherwise specifically stated or unless a different meaning is plainly required by the context.

A. Contract Period-- shall mean the Plan Sponsor's Specific Stop Loss coverage term as shown in the Notice for Stop Loss Insurance Coverage.

B. Aggregating Specific Stop Loss Deductible – shall mean that amount of additional liability elected herein for total Specific Stop Loss claims for all Members for the Contract Period.

C. Member -- shall mean employees, retirees, their dependents, or other eligible persons entitled to benefits under the terms and conditions of the Group Health Plan.

D. Paid Claims -- shall mean claims released for payment by Blue Cross NC on any day

during the given Contract Period, regardless of the date incurred, unless otherwise indicated in the Notice for Stop Loss Insurance Coverage. Paid Claims do not include those claims paid on an exception basis, where Blue Cross NC has not agreed to accept liability under this contract. Paid Claims exclude (if applicable) "Care Management Fees" as that term is defined in the Administrative Services Agreement referenced herein.

E. Specific Stop Loss -- shall mean whenever, during any one Contract Period, Paid Claims for any individual Member exceed the Specific Stop Loss Level elected herein. The Specific Stop Loss liability is determined by Blue Cross NC at the end of every month, as the amount that exceeds the Specific Stop Loss Level on a member basis for the Contract Period to date.

## 2. ELIGIBILITY

Prior to the initial Contract Period and each renewal Contract Period thereafter, Plan Sponsor shall provide Blue Cross NC with the Group Health Plan document(s) (e.g., summary plan description (SPD)) and applicable corporate policies (e.g., leave of absence policies), herein incorporated by reference, that clearly defines all categories of Members on the Group Health Plan for the Contract Period. Categories of individuals not specifically and clearly referenced in the document(s) provided may be ineligible for reimbursement under this Stop Loss Contract.

## 3. PREMIUM PAYMENT

The method of payment of administrative fees described in the Administrative Services Agreement between the Plan Sponsor, the Group Health Plan and Blue Cross NC shall apply to payment of Stop Loss premiums.

## 4. NON-ACCUMULATION

Specific Stop Loss coverage is not accumulative from Contract Period to Contract Period.

## 5. SPECIFIC STOP LOSS LEVEL

The Specific Stop Loss Level for an individual Member's Paid Claims for this Contract Period is indicated in the Notice for Stop Loss Insurance Coverage.

## 6. AGGREGATING SPECIFIC STOP LOSS DEDUCTIBLE

The Aggregating Specific Stop Loss Deductible for each Contract Period is that Aggregating Stop Loss Level indicated in the Notice for Stop Loss Insurance Coverage.

## 7. NOTICE FOR STOP LOSS INSURANCE COVERAGE

Prior to the initial Contract Period and each renewal Contract Period thereafter, Blue Cross NC shall provide the Plan Sponsor with a written Notice for Stop Loss Insurance Coverage, incorporated herein by reference including the following information:

a. The beginning and ending dates of the Contract Period

b. The Specific Stop Loss Level for an individual Member's Paid Claims for the Contract Period

c. The rates to be charged for the Specific Stop Loss coverage for the Contract Period

d. Names of Members to whom the Specific Stop Loss Level set forth in Section 5 does not apply and the applicable Specific Stop Loss Level for such Members.

e. The Aggregating Specific Stop Loss Deductible.

In the event of a conflict between this contract and the Notice for Stop Loss Insurance Coverage, the latter shall control.

## 8. CONTINUATION AND TERMINATION

This contract will continue in force during the initial Contract Period as set forth and during each subsequent Contract Period subject to the Plan Sponsor's timely payment of premiums for Specific Stop Loss Coverage at such rates as set forth in the Notice for Stop Loss Insurance Coverage and subject to the following termination provision:

This contract shall terminate immediately upon the occurrence of the first of the following: (i) when any payment of premiums is past due and the Plan Sponsor fails to pay any sum required hereunder within 30 days after a payment due date; provided Plan Sponsor has received prior written notice at least 15 days prior to termination; (ii) upon thirty (30) days' prior mutual written consent of the Plan Sponsor and Blue Cross NC; (iii) upon expiration of the Contract Period as specified herein (iv) upon termination of the Administrative Services Agreement. In the event the Plan Sponsor initiates termination of the Specific Stop Loss Insurance Contract prior to the end of a Contract Period, Blue Cross NC will retain all Specific Stop Loss premium and fees paid and terminate the Contract as of the date to which premiums are paid. Claims paid after the termination date of the Contract will not be subject to Specific Stop Loss coverage, except as stated in the Notice for Stop Loss Insurance Coverage.

## 9. RENEWAL

Renewal of this contract shall occur upon Blue Cross NC's issuance to the Plan Sponsor of the Notice for Stop Loss Insurance Coverage described in paragraph 7 of this Specific Stop Loss Insurance Contract and payment of premium or fee therefore.

## 10. MODIFICATION

This contract shall not be modified or changed except as set forth herein or upon mutual written consent of the authorized parties hereto. This contract shall function in addition to those terms and conditions of the Administrative Services Agreement, which shall remain in full force and effect.

If, from the date of the stop loss quotation to the end of the Contract Period, any of the following events occur, Blue Cross NC may make an adjustment to Specific Stop Loss rates: (1) a change in benefits that materially affects Blue Cross NC's liability under the Contract; (2) a 10% or more increase or decrease in: the number of covered persons compared to the number of covered persons quoted; or the demographic factor, including but not limited to the age/sex make-up of the group or geographic location of enrollees; (3) a 10% or more change or shift in contract types.

Blue Cross NC will give the Plan Sponsor written notice of any adjustment to Specific Stop Loss rates permitted under this section not less than 30 days before the adjustment becomes effective. Such adjustment shall not become effective without the written consent of the Plan Sponsor.

## 11. LIMITATION OF LIABILITY

This contract shall not bring about liability of Blue Cross NC to any party or individual other than the Plan Sponsor.

## 12. BLUE CROSS BLUE SHIELD ASSOCIATION

The Plan Sponsor, on behalf of itself and its participants, hereby expressly acknowledges its understanding that this contract constitutes a contract solely between the Plan Sponsor and Blue Cross NC, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, permitting Blue Cross NC to use the Blue Cross and Blue Shield Service Mark in the State of North Carolina and that Blue Cross NC is not contracting as an agent of the Blue Cross and Blue Shield Association. The Plan Sponsor, on behalf of itself and its participants, further acknowledges and agrees that it has not entered into this contract based upon representations by any person other than Blue Cross NC and that no person, entity or organization other than Blue Cross NC shall be held accountable or liable to the Plan Sponsor for any of Blue Cross NC's obligations to the Plan Sponsor created under this contract. This paragraph shall not create any additional obligations whatsoever on the part of Blue Cross NC other than those obligations created under other provisions of this contract.

## 13. OVERPAYMENTS AND THIRD PARTY LIABILITY

The defense of any legal action instituted on a claim for benefits under the Group Health Plan to which this Specific Stop Loss Insurance Contract applies shall be the obligation of the Plan Sponsor. Blue Cross NC, at its own election and expense, shall have the right to participate with the Plan Sponsor in the defense or appeal of any action, suit or proceeding in which Blue

Cross NC, in its sole discretion, determines that it may become involved.

The Plan Sponsor agrees to inform Blue Cross NC of any legal action instituted on a claim for benefits under the Group Health Plan which does or which may involve liability of Blue Cross NC under this Specific Stop Loss Insurance Contract provision. Such notification shall be in the form of a written memorandum and shall be accompanied by copies of any summons, subpoenas, pleadings, motions, and/or orders concerning the legal action.

The Plan Sponsor undertakes to prosecute any and all valid claims that the Plan Sponsor may have against third parties including without limitation, amounts identified through claims audit, coordination of benefits, non-duplication of benefits, workers' compensation, and subrogation arising out of any occurrence resulting in a loss payment by the Plan Sponsor and to account for any amounts recovered.

Any coordination of benefits refunds or third party liability amounts received or recovered by the Plan Sponsor with respect to the Group Health Plan shall be used to pay court costs and attorney fees (if any) and, if such amounts are attributable to claim payments included in the Group Health Plan's experience for any Contract Year during which the Specific Stop Loss Level was exceeded, to reimburse Blue Cross NC for any amount that it may have paid or become liable to pay the Plan Sponsor under this Specific Stop Loss Insurance Contract during the current contract year. The Plan Sponsor may deduct attorney's fees and court costs that it incurs in prosecuting any subrogation claim or other recovery action from the gross amount of any recovery, prior to reimbursing Blue Cross NC for any claim payment made pursuant to the Contract. Thereafter, all remaining amounts shall be applied in the manner determined by the Plan Sponsor or Plan Administrator.

**IN WITNESS WHEREOF,** the Parties have caused their duly authorized representatives to execute this contract to be effective as of the date first above written.

Signed for: Plan Sponsor

By:_____
Signature of Authorized Official

Name:_____

Title:_____

Date:_____

Signed for Blue Cross and Blue Shield of North Carolina

By: Tunde Sotunde, M.D.
Tunde Sotunde, M.D. (Jul 7, 2023 14:27 EDT)
Signature of Authorized Official

Name: Tunde Sotunde, MD

Title: President & CEO

Date: Jul 7, 2023

Signed for: Plan Administrator and Group Health Plan

By:_____
Signature of Authorized Official

Name:_____

Title:_____

Date:_____

**NOTICE**

**FOR**

**STOP LOSS INSURANCE COVERAGE**

**Rowan County**
**Group Number: 14161963**

Contract Period: 7/1/2023 to 6/30/2024
Coverage: Medical and Prescription Drug

Specific Stop Loss

Contract Type: Paid in 12
Level: $100,000
Cumulative Specific Stop Loss Deductible: $150,000
Specific Lifetime Maximum: Unlimited
Rate Per Month Per Contract Type: $164.56

- The Employer is responsible for providing Blue Cross NC with current eligibility language.
- The Employer is responsible for administering their member eligibility correctly.
- Claims paid on ineligible members based upon the Employer's written eligibility language will NOT be eligible for Stop Loss coverage.
- Stop Loss reimbursement for claims in excess of the specific deductible are subject to member eligibility verification. Blue Cross NC requires that the employer provide the Summary Plan Description (SPD) and Leave of Absence language no later than 90 days after the policy's effective date. Specific Stop Loss claims will not be reimbursed until these documents have been received.
- Paid Claims shall mean claims released for payment by Blue Cross NC on any day during the given Contract Period, regardless of the date incurred.

**IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to** execute this Notice as of the date first above written.

**Signed For: Rowan County**

By _____
Print Name and Title of Authorized Official

_____
Signature of Authorized Official

Date: _____

**Signed For: BLUE CROSS BLUE SHIELD OF NORTH CAROLINA**

By Tunde Sotunde, M.D.
Tunde Sotunde, M.D. (Jul 7, 2023 14:27 EDT)

Date: Jul 7, 2023

Created by LF on 6/5/23

# 2023 IHA ASO Renewal Amendment Rowan County

Final Audit Report 2023-07-07

| | |
|---|---|
| Created: | 2023-07-07 |
| By: | Tunde Sotunde, M.D. (ASO.Contracts@bcbsnc.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAueqibu_aJf3olVYTVZkYNazFGKNFrX9Z |

## "2023 IHA ASO Renewal Amendment Rowan County" History

Document created by Tunde Sotunde, M.D. (ASO.Contracts@bcbsnc.com)
2023-07-07 - 6:25:13 PM GMT- IP address: 170.69.3.14

Document e-signed by Tunde Sotunde, M.D. (ASO.Contracts@bcbsnc.com)
Signature Date: 2023-07-07 - 6:27:42 PM GMT - Time Source: server- IP address: 170.69.3.14

Agreement completed.
2023-07-07 - 6:27:42 PM GMT

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Anna Bumgarner, Finance Director |
| **DATE:** | 07/17/2023 |
| **SUBJECT:** | FY23 Environmental Management Debt Write Off |

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In accordance with General Statute 1-56 Page 1 Article 5A, the Finance Department requests the relief of Landfill account balances 10 years or more in age. The Finance Department is asking the Board of Commissioners to approve outstanding Landfill vendor balances for the fiscal year 2013 and earlier as insolvent. This calculates to 1 vendor in the total amount of 73.68.

Board of Commissioners to approve environmental management debt write off of 1 vendor in the amount of $73.68.

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner, Finance Director
**DATE:** 07/17/2023
**SUBJECT:** Budget Amendments

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See attached budget amendments.

Approve attached budget amendments.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| budget amendments | 7/10/2023 | Budget Amendment |

***ROWAN COUNTY***

TMENTAL REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL: To align the budget with AA130 Management of Chronic Illness in Pregnancy funding

Prepared by: Karla Aldridge

Date: 7/3/2023

BUDGET INFORMATION: Reviewed:

| ACCOUNT TITLE | R/E | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| Maternal Health Grant | R | 11452553-434047 | 8,000 | |
| MH Medical Supplies | E | 1155255-561045 | 8,000 | |
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| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ✓ | | Approved: | Budget Revision # 01-095 |
| Disapproved: | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: 06/30/2023 | | Date: | Posted by: |
| Signature: Alyssa Davis | | Signature: | Approved by: |

Anna Bungen 7/10/23

Alyssa Harris, MPH
Public Health Director

Main Telephone: (704) 216-8777
FAX: (704) 216-7991

ROWAN COUNTY PUBLIC HEALTH
Prevent. Promote. Protect.
*Be an original.*

**Rowan County Health Department**
**1811 East Innes Street – Salisbury, NC 28146-6030**

July 3, 2023

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to align the budget with funding through Agreement Addendum 130 Management of Chronic Illness in Pregnancy $8,000.

Kind Regards,

Alyssa Harris, Public Health Director

# Division of Public Health
# Agreement Addendum
# FY 23-24



Rowan County Public Health
**Local Health Department Legal Name**

Women, Infant, and Community Wellness Section / Maternal Health Branch
**DPH Section / Branch Name**

130 Management of Chronic Illness in Pregnancy
**Activity Number and Description**

Rebecca Severin, 919-971-0622
Rebecca.Severin@dhhs.nc.gov
**DPH Program Contact**
(name, phone number, and email)

07/01/2023 – 09/29/2023
**Service Period**

**DPH Program Signature** **Date**
(only required for a negotiable Agreement Addendum)

08/01/2023 – 10/31/2023
**Payment Period**

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # ___

## I. Background:

The North Carolina Maternal Mortality Review Committee (MMRC) identified that 70% of pregnancy related deaths were preventable and the majority happened during pregnancy and within 42 days postpartum.[1] This is an especially vulnerable time for women with a history of chronic illness like hypertension or diabetes. One strategy to assist with detecting and diverting obstetrical emergencies early is regular monitoring of blood pressure and glucose levels by the patient outside of their scheduled appointments. For patients that are uninsured and diagnosed with hypertension and/or diabetes, there are limited options for accessing these tools outside of the clinical setting, which puts them at higher risk for severe complications.

The North Carolina Department of Health and Human Services, Division of Public Health, Women, Infant, and Community Wellness Section (DPH/WICWS) received funding in September 2019 from the Health Resources and Services Administration (HRSA) Maternal and Child Health Bureau (MCHB) Division of Healthy Start and Perinatal Services to administer the State Maternal Health Innovation (MHI) Program. The North Carolina MHI Program implements initiatives statewide that address disparities in maternal health and improve maternal health outcomes, including the prevention and reduction of maternal mortality and severe maternal morbidity (SMM). Program funds will be provided to local health departments to purchase medical supplies to support pregnant and postpartum patients in managing their hypertension and/or diabetes.

[1] 2021, North Carolina Maternal Mortality Review Report (pp. 1–22). Raleigh, North Carolina.

Alyna Davis
Health Director Signature (use blue ink or verifiable digital signature)

06/27/2023
Date

LHD to complete:
[For DPH to contact in case follow-up information is needed.]

LHD program contact name: Cindy Whitley 704-216-8872
Phone and email address: Cindy.Whitley@rowancountync.gov

**Signature on this page signifies you have read and accepted all pages of this document.**

II. **Purpose:**

This Agreement Addendum provides one-time funds for the Local Health Department to buy medical supplies to support the management of hypertension and diabetes during pregnancy and in the postpartum period. The Local Health Department will distribute these medical supplies to pregnant and postpartum women who are enrolled in maternal health services and are uninsured, for their use outside their scheduled appointments.

III. **Scope of Work and Deliverables:**

The Local Health Department (LHD) shall:

1. Purchase the following equipment for uninsured maternal health patients served by the LHD:
   a. Digital blood pressure monitors and/or digital glucometers.
      1. All purchased blood pressure monitors must be able to use an extra-large or bariatric cuff attachment.
      2. All purchased glucometers should be a brand that uses test strips accessible to the patient population.
   b. Extra-large or bariatric cuffs.
   c. If digital glucometers are purchased, purchase compatible lancets and test strips. A three-month supply of lancets and test strips are to be provided to patients along with the glucometer.
2. Create and submit a plan for distribution of the medical equipment to the LHD's uninsured maternal health patients.

IV. **Performance Measures / Reporting Requirements:**

1. Track the number of blood pressure monitors, blood pressure cuffs, glucometers, lancets, and glucose test strips that are purchased.
2. Provide a plan to the DPH Program Contact for distribution to uninsured maternal health patients of the equipment described in Paragraph 1 of Section III, no later than July 31, 2023.
3. Using the report template provided by the DPH Program Contact, submit the report to the DPH Program Contact as follows:

| Reporting Interval | Report Due Date |
|---|---|
| June 2023 – September 2023 | October 30, 2023 |

V. **Performance Monitoring and Quality Assurance:**

1. The Maternal Health Branch will monitor the LHD by reviewing the distribution plan and the report detailing the equipment purchased to assess if program funds are used appropriately.
   a. If there are adverse findings during the desk audit, the DPH Program Contact shall provide technical assistance to the LHD to address the adverse findings.
2. If the LHD is deemed out of compliance, the DPH Program Contact shall provide technical assistance and funds may be withheld until the LHD is back in compliance with deliverables. If technical assistance does not prove beneficial, the Agreement Addendum may then be terminated.

VI. **Funding Guidelines or Restrictions:**

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.

a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.

b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

**FY24 - FAS** federal award supplement

Activity Nbr + Name: **130** **Management of Chronic Illness in Pregnancy**

FAS Number + Reason: **1** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: **93.110** Maternal and Child Health Federal Consolidated Programs

Is award R&D?: no FAIN: **U7A33712** IDC rate: n/a Fed awd total amt: $ 3,160,814

Fed award project description: State Maternal Health innovation Program

Fed awd date + awarding agency: 05-17-23 HHS, Health Resources and Services Administration

| Subrecipient | Subrecipient's UEI | Federal funds from grant listed above | Total federal funds for entire Activity | Subrecipient | Subrecipient's UEI | Federal funds from grant listed above | Total federal funds for entire Activity |
|---|---|---|---|---|---|---|---|
| Alamance | F5VHYUU13NC5 | $ 4,000 | $ 4,000 | Jackson | X7YWWY6ZP574 | $ 2,000 | $ 2,000 |
| Albemarle | WAAVS51PNMK3 | $ 4,000 | $ 4,000 | Johnston | SYGAGEFDHYR7 | $ 4,000 | $ 4,000 |
| Alexander | XVEEJSNY7UX9 | | | Jones | HE3NNNUE27M7 | | |
| Anson | PK8UYTSNJCC3 | | | Lee | F6A8UC99JWJ5 | $ 2,000 | $ 2,000 |
| Appalachian | CD7BFHB8W539 | | | Lenoir | QKUFL37VPGH6 | $ 4,000 | $ 4,000 |
| Beaufort | RN1SXFD4LXN6 | | | Lincoln | UGGQGSSKBGJ5 | | |
| Bladen | TLCTJWDJH1H9 | $ 2,000 | $ 2,000 | Macon | LLPJBC6N2LL3 | $ 2,000 | $ 2,000 |
| Brunswick | MJBMXLN9NJT5 | | | Madison | YQ96F8BJYTJ9 | $ 2,000 | $ 2,000 |
| Buncombe | W5TCDKMLHE69 | | | MTW | ZKK5GNRNBBY6 | $ 2,000 | $ 2,000 |
| Burke | G855APCNL591 | $ 8,000 | $ 8,000 | Mecklenburg | EZ15XL6BMM68 | | |
| Cabarrus | RXDXNEJKJFU7 | $ 8,000 | $ 8,000 | Montgomery | E78ZAJM3BFL3 | | |
| Caldwell | HL4FGNJNGE97 | | | Moore | HFNSK95FS7Z8 | | |
| Carteret | UC6WJ2MQMJS8 | $ 4,000 | $ 4,000 | Nash | NF58K566HQM7 | $ 4,000 | $ 4,000 |
| Caswell | JDJ7Y7CGYC86 | $ 2,000 | $ 2,000 | New Hanover | F7TLT2GMEJE1 | | |
| Catawba | GYUNA9W1NFM1 | $ 8,000 | $ 8,000 | Northampton | CRA2KCAL8BA4 | $ 2,000 | $ 2,000 |
| Chatham | KE57QE2GV5F1 | | | Onslow | EGE7NBXW5JS6 | $ 8,000 | $ 8,000 |
| Cherokee | DCEGK6HA11M5 | $ 2,000 | $ 2,000 | Orange | GFFMCW9XDA53 | $ 4,000 | $ 4,000 |
| Clay | HYKLQVNWLXK7 | | | Pamlico | FT59QFEAU344 | | |
| Cleveland | UWMUYMPVL483 | $ 2,000 | $ 2,000 | Pender | T11BE678U9P5 | $ 4,000 | $ 4,000 |
| Columbus | V1UAJ4L87WQ7 | $ 2,000 | $ 2,000 | Person | FQ8LFJGMABJ4 | | |
| Craven | LTZ2U8LZQ214 | | | Pitt | VZNPMCLFT5R6 | $ 8,000 | $ 8,000 |
| Cumberland | HALND8WJ3GW4 | $ 8,000 | $ 8,000 | Polk | QZ6BZPGLX4Y9 | | |
| Dare | ELV6JGB11QK6 | | | Randolph | T3BUM1CVS9N5 | | |
| Davidson | C9P5MDJC7KY7 | | | Richmond | Q63FZNTJM3M4 | $ 2,000 | $ 2,000 |
| Davie | L8WBGLHZV239 | | | Robeson | LKBEJQFLAAK5 | $ 12,000 | $ 12,000 |
| Duplin | KZN4GK5262K3 | | | Rockingham | KGCCCHJJZZ43 | | |
| Durham | LJ5BA6U2HLM7 | | | Rowan | GCB7UCV96NW6 | $ 8,000 | $ 8,000 |
| Edgecombe | MAN4LX44AD17 | | | Sampson | WRT9CSK1KJY5 | $ 12,000 | $ 12,000 |
| Foothills | NGTEF2MQ8LL4 | $ 2,000 | $ 2,000 | Scotland | FNVTCUQGCHM5 | $ 2,000 | $ 2,000 |
| Forsyth | V6BGVQ67YPY5 | | | Stanly | U86MZUYPL7C5 | $ 2,000 | $ 2,000 |
| Franklin | FFKTRQCNN143 | $ 2,000 | $ 2,000 | Stokes | W41TRA3NUNS1 | $ 2,000 | $ 2,000 |
| Gaston | QKY9R8A8D5J6 | $ 12,000 | $ 12,000 | Surry | FMWCTM24C9J8 | | |
| Graham | L8MAVKQJTYN7 | | | Swain | TAE3M92L4QR4 | | |
| Granv-Vance | MGQJKK22EJB3 | $ 4,000 | $ 4,000 | Toe River | JUA6GAUQ9UM1 | | |
| Greene | VCU5LD71N9U3 | | | Transylvania | W51VGHGM8945 | | |
| Guilford | YBEQWGFJPMJ3 | $ 12,000 | $ 12,000 | Union | LHMKBD4AGRJ5 | $ 8,000 | $ 8,000 |
| Halifax | MRL8MYNJJ3Y5 | $ 2,000 | $ 2,000 | Wake | FTJ2WJPLWMJ3 | $ 12,000 | $ 12,000 |
| Harnett | JBDCD9V41BX7 | | | Warren | TLNAU5CNHSU5 | | |
| Haywood | DQHZEVAV95G5 | | | Wayne | DACFHCLQKMS1 | $ 8,000 | $ 8,000 |
| Henderson | TG5AR81JLFQ5 | | | Wilkes | M14KKHY2NNR3 | | |
| Hoke | C1GWSADARX51 | $ 4,000 | $ 4,000 | Wilson | ME2DJHMYWG55 | $ 4,000 | $ 4,000 |
| Hyde | T2RSYN36NN64 | | | Yadkin | PLCDT7JFA8B1 | $ 2,000 | $ 2,000 |
| Iredell | XTNRLKJLA4S9 | | | Yancey | L98MCUHKC2J8 | $ 2,000 | $ 2,000 |
| | Subtotals: | $ 92,000 | $ 92,000 | | Subtotals: | $ 124,000 | $ 124,000 |
| | | | | | Totals for all columns: | $ 216,000 | $ 216,000 |

DPH-Aid-To-Counties For Fiscal Year: 23/24 Budgetary Estimate Number : 0

| Activity 130 | | AA | 13A1 5880 MZ | | Proposed Total | New Total |
|---|---|---|---|---|---|---|
| Service Period | | | 07/01-09/29 | Total Allocated | | |
| Payment Period | | | 09/01-10/31 | | | |
| 01 Alamance | * | 0 | 4,000 | $0.00 | 4,000 | 4,000 |
| D1 Albemarle | * | 0 | 4,000 | $0.00 | 4,000 | 4,000 |
| 02 Alexander | | | 0 | $0.00 | 0 | 0 |
| 04 Anson | | | 0 | $0.00 | 0 | 0 |
| D2 Appalachian | | | 0 | $0.00 | 0 | 0 |
| 07 Beaufort | | | 0 | $0.00 | 0 | 0 |
| 09 Bladen | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| 10 Brunswick | | | 0 | $0.00 | 0 | 0 |
| 11 Buncombe | | | 0 | $0.00 | 0 | 0 |
| 12 Burke | * | 0 | 8,000 | $0.00 | 8,000 | 8,000 |
| 13 Cabarrus | * | 0 | 8,000 | $0.00 | 8,000 | 8,000 |
| 14 Caldwell | | | 0 | $0.00 | 0 | 0 |
| 16 Carteret | * | 0 | 4,000 | $0.00 | 4,000 | 4,000 |
| 17 Caswell | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| 18 Catawba | * | 0 | 8,000 | $0.00 | 8,000 | 8,000 |
| 19 Chatham | | | 0 | $0.00 | 0 | 0 |
| 20 Cherokee | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| 22 Clay | | | 0 | $0.00 | 0 | 0 |
| 23 Cleveland | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| 24 Columbus | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| 25 Craven | | | 0 | $0.00 | 0 | 0 |
| 26 Cumberland | * | 0 | 8,000 | $0.00 | 8,000 | 8,000 |
| 28 Dare | | | 0 | $0.00 | 0 | 0 |
| 29 Davidson | | | 0 | $0.00 | 0 | 0 |
| 30 Davie | | | 0 | $0.00 | 0 | 0 |
| 31 Duplin | | | 0 | $0.00 | 0 | 0 |
| 32 Durham | | | 0 | $0.00 | 0 | 0 |
| 33 Edgecombe | | | 0 | $0.00 | 0 | 0 |
| D7 Foothills | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| 34 Forsyth | | | 0 | $0.00 | 0 | 0 |
| 35 Franklin | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| 36 Gaston | * | 0 | 12,000 | $0.00 | 12,000 | 12,000 |
| 38 Graham | | | 0 | $0.00 | 0 | 0 |
| D3 Gran-Vance | * | 0 | 4,000 | $0.00 | 4,000 | 4,000 |
| 40 Greene | | | 0 | $0.00 | 0 | 0 |
| 41 Guilford | * | 0 | 12,000 | $0.00 | 12,000 | 12,000 |
| 42 Halifax | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| 43 Harnett | | | 0 | $0.00 | 0 | 0 |
| 44 Haywood | | | 0 | $0.00 | 0 | 0 |
| 45 Henderson | | | 0 | $0.00 | 0 | 0 |
| 47 Hoke | * | 0 | 4,000 | $0.00 | 4,000 | 4,000 |
| 48 Hyde | | | 0 | $0.00 | 0 | 0 |
| 49 Iredell | | | 0 | $0.00 | 0 | 0 |
| 50 Jackson | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| 51 Johnston | * | 0 | 4,000 | $0.00 | 4,000 | 4,000 |
| 52 Jones | | | 0 | $0.00 | 0 | 0 |
| 53 Lee | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| 54 Lenoir | * | 0 | 4,000 | $0.00 | 4,000 | 4,000 |
| 55 Lincoln | | | 0 | $0.00 | 0 | 0 |
| 56 Macon | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| 57 Madison | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| D4 M-T-W | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| 60 Mecklenburg | | | 0 | $0.00 | 0 | 0 |
| 62 Montgomery | | | 0 | $0.00 | 0 | 0 |
| 63 Moore | | | 0 | $0.00 | 0 | 0 |
| 64 Nash | * | 0 | 4,000 | $0.00 | 4,000 | 4,000 |
| 65 New Hanover | | | 0 | $0.00 | 0 | 0 |
| 66 Northampton | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| 67 Onslow | * | 0 | 8,000 | $0.00 | 8,000 | 8,000 |
| 68 Orange | * | 0 | 4,000 | $0.00 | 4,000 | 4,000 |
| 69 Pamlico | | | 0 | $0.00 | 0 | 0 |
| 71 Pender | * | 0 | 4,000 | $0.00 | 4,000 | 4,000 |
| 73 Person | | | 0 | $0.00 | 0 | 0 |
| 74 Pitt | * | 0 | 8,000 | $0.00 | 8,000 | 8,000 |
| 75 Polk | | | 0 | $0.00 | 0 | 0 |
| 76 Randolph | | | 0 | $0.00 | 0 | 0 |
| 77 Richmond | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| 78 Robeson | * | 0 | 12,000 | $0.00 | 12,000 | 12,000 |
| 79 Rockingham | | | 0 | $0.00 | 0 | 0 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 80 Rowan | * | 0 | 8,000 | $0.00 | 8,000 | 8,000 |
| 82 Sampson | * | 0 | 12,000 | $0.00 | 12,000 | 12,000 |
| 83 Scotland | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| 84 Stanly | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| 85 Stokes | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| 86 Surry | | | 0 | $0.00 | 0 | 0 |
| 87 Swain | | | 0 | $0.00 | 0 | 0 |
| 08 Toe River | | | 0 | $0.00 | 0 | 0 |
| 88 Transylvania | | | 0 | $0.00 | 0 | 0 |
| 90 Union | * | 0 | 8,000 | $0.00 | 8,000 | 8,000 |
| 92 Wake | * | 0 | 12,000 | $0.00 | 12,000 | 12,000 |
| 93 Warren | | | 0 | $0.00 | 0 | 0 |
| 95 Wayne | * | 0 | 8,000 | $0.00 | 8,000 | 8,000 |
| 97 Wilkes | | | 0 | $0.00 | 0 | 0 |
| 98 Wilson | * | 0 | 4,000 | $0.00 | 4,000 | 4,000 |
| 99 Yadkin | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| 00 Yancey | * | 0 | 2,000 | $0.00 | 2,000 | 2,000 |
| Totals | | | 216,000 | 0 | 216,000 | 216,000 |

DocuSigned by:
Sarah Dozier 06/02/23 | 9:15 AM EDT
276214A8375A4B7...

| | |
|---|---|
| DocuSigned by: Sign and Date - DPH Program Administrator: Tara Owens Shuler 06/02/23 \| 8:06 AM EDT | DocuSigned by: Sign and Date - DPH Section Chief: Belinda Pettiford 06/02/23 \| 9:00 AM EDT |
| Sign and Date - DPH BMB BCSS/WIC Office – ATC Coordinator: 6/2/2023 | Sign and Project Data Coordinator: S. Rosalid 6/6/2023 |

PW.

***ROWAN COUNTY***

TMENTAL REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL: To align the budget for awarded funding for the PDO grant.

Prepared by: Karla Aldridge

Date: 7/1/2023

BUDGET INFORMATION: Reviewed:

| ACCOUNT TITLE | R/E | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| PORT-PDO Grant | R | 1145270-464061-52435 | 50,000 | |
| Medical Supplies | E | 1155270-561045-52435 | 48,787 | |
| Other Small Equipment | E | 1155270-561095-52435 | 1,213 | |
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| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ✓ | | Approved: | Budget Revision # 01-099 |
| Disapproved: | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: 06/30/2023 | | Date: | Posted by: |
| Signature: Alyssa Hess | | Signature: | Approved by: |

Anna Burger 7/10/23

Alyssa Harris, MPH
Public Health Director

Main Telephone: (704) 216-8777
FAX: (704) 216-7991

ROWAN COUNTY
PUBLIC HEALTH
Prevent. Promote. Protect.
*Be an original.*

**Rowan County Health Department**
**1811 East Innes Street – Salisbury, NC 28146-6030**

July 3, 2023

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to align the budget with the awarded funding for the PDO Grant of $50,000.

Kind Regards,

Alyssa Harris, Public Health Director

DocuSign Envelope ID: 2C8B0049-B5ED-4945-AB61-DFE4C0DD6661

NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES
Division of Mental Health, Developmental Disabilities and Substance Abuse Services

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
MARK T. BENTON • Deputy Secretary for Health

November 4, 2022

Courtney Meece
Rowan County Department of Public Health
1811 East Innes Street
Salisbury, NC 28146

Ms. Meece,

Thank you for your recent application submission for the North Carolina Grants to Prevent Prescription Drug/Opioid Overdose-Related Deaths (PDO) Request for Applications provided by the North Carolina Department of Health and Human Services Division of Mental Health/Developmental Disabilities/Substance Abuse Services. We are pleased to inform you that your PDO project proposal for Rowan County Department of Public Health has been selected for funding.

Our team will be reaching out for further clarification on Rowan County Department of Public Health's proposal for data collection and submission. A budget revision can be requested, if needed, to ensure sufficient resources to manage the data requirements.

We look forward to working with you and your partners as you continue your great work to reduce opioid overdose-related deaths in your community. Please direct any questions to the PDO Project Director, Jane Casarez, at jane@impactcarolina.org.

Sincerely,

DocuSigned by:
Renee Rader
Renee Rader
CD

Assistant Director for Policy and Programs
Division of Mental Health/Developmental Disabilities/Substance Abuse Services

Cc: Jessica Dicken DS
Section Chief, DMH, Community Wellness, Prevention, and Health Integration Team

| Category | Carryover Budget: (July 1, 2023-August 30, 2023) | July 1, 2023-August 30, 2023: Justification for Carryover (what do you intend to spend the money on?) | Additional Funds Budget: (July 1, 2023-August 30, 2023) | July 1, 2023-August 30, 2023: Justification for Additional Funds (what do you intend to spend the money on?) |
|---|---|---|---|---|
| **Human Resources** | | | | |
| Salary/Wages/Benefits | | | | |
| Contracted Personnel | | | | |
| Consulting or other Professional Services | | | | |
| **Total Human Resources** | $ - | | $ - | |
| | | | | |
| **Equipment** | | | | |
| Communication (phones, fax, postage) | | | | |
| IT (Computers, copiers) | | | | |
| Vehicle | | | | |
| Furniture | | | | |
| Equipment Insurance | | | | |
| Equipment Repair and Maintenance | | | | |
| Other: Narcan cabintes | 959.25 | We plan to purchase 3 Narcan Cabinets that hold 6 kits. Each Cabinet is #315 plus shipping | | |
| **Total Equipment** | $ 959 | | $ - | |
| | | | | |
| **Facility** | | | | |
| Rent | | | | |
| Utilities | | | | |
| Other: | | | | |
| **Total Facility** | $ - | | $ - | |
| | | | | |
| **Supplies and Materials** | | | | |
| Office Supplies and Materials | | | | |
| Computer Supplies, Materials, and Software | | | | |
| Janitorial Supplies and Materials | | | | |
| Service Related Supplies and Materials | | | | |

| | | | | |
|---|---|---|---|---|
| Promotional Items | | | | |
| Printing, Copying, and Reprints | | | | |
| Data Collection and Evaluation | | | | |
| Meetings Expenses | | | | |
| Other: Narcan | 49,000.00 | We will purchase 980 kits of Narcan | | |
| **Total Supplies and Materials** | $ 49,000 | | $ - | |
| | | | | |
| **Travel** | | | | |
| Staff/Contract Personnel Travel | | | | |
| Staff Lodging/Meals | | | | |
| **Total Travel** | $ - | | | |
| | | | | |
| **Staff Development/Training** | | | | |
| | $ - | | | |
| | | | | |
| **Communications/Public Education** | | | | |
| Publications | | | | |
| PSA/Ads | | | | |
| **Total Media/Communications** | $ - | | $ - | |
| | | | | |
| **Indirect Costs (up to 10%)** | | | | |
| | | | | |
| **Total Budgeted Expenditures** | $ 49,959 | | $ - | |

| | |
|---|---|
| **TOTAL REQUESTED (Carryover + Additional Funds)** | $ 49,959 |

***ROWAN COUNTY***

TMENTAL REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL: To align the budget with AA351 Child Health awarded funding for FY24.

Prepared by: Karla Aldridge

Date: 7/3/2023

Reviewed:

BUDGET INFORMATION:

| ACCOUNT TITLE | R/E | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| Child Health Grant | R | 11452103-434031 | | 768 |
| Child Health Training | E | 1155210-559000 | | 384 |
| Child Health Travel | E | 1155210-558000 | | 384 |
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| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ✓ | | Approved: | Budget Revision # 01-100 |
| Disapproved: | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: 06/30/2023 | | Date: | Posted by: |
| Signature: Alyne Stevens | | Signature: | Approved by: |

Anna Bunge 7/10/23

Alyssa Harris, MPH
Public Health Director

Main Telephone: (704) 216-8777
FAX: (704) 216-7991

ROWAN COUNTY
PUBLIC HEALTH
Prevent. Promote. Protect.
*Be an original.*

**Rowan County Health Department**
**1811 East Innes Street – Salisbury, NC 28146-6030**

July 3, 2023

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to align the budget with awarded funding through Agreement Addendum 351 Child Health reducing revenues by $768.

Kind Regards,

Alyssa Harris, Public Health Director

# Division of Child and Family Well-Being
# Agreement Addendum
# FY 23-24



Rowan County Public Health
**Local Health Department Legal Name**

Whole Child Health Section/School, Adolescent, and Child Health Unit
**DCFW Section / Unit Name**

351 Child Health
**Activity Number and Description**

Tara Lucas 919-624-6652
Tara.Lucas@dhhs.nc.gov
**DCFW Program Contact**
(name, phone number, and email)

06/01/2023 – 05/31/2024
**Service Period**

**DCFW Program Signature** **Date**
(only required for a negotiable Agreement Addendum)

07/01/2023 – 06/30/2024
**Payment Period**

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # ___

I. **Background:**

The Whole Child Health Section (WCHS)/School, Adolescent, and Child Health Unit (SACH) is located within the Division of Child and Family Well-Being (DCFW). The primary purpose of the WCHS is to develop and promote programs and services that protect and enhance the health and well-being of children and families. The WCHS is comprised of a wide array of program services and initiatives that offer preventive, genetic and specialized services. The WCHS staff provide clinical guidance, quality assurance, technical assistance, consultation, and training for professionals who provide children's services in the state.

The WCHS primarily focuses on ensuring health services for children, including parenting education, nutrition, well childcare, school health, genetic services, newborn screening, child care health consultation, developmental screening, early intervention, health care transition and self-management of care, linkages with medical homes, screening and treatment clinics, resource lines, Health Check/NC Health Choice, and children/youth/families with special health care needs.

According to the Kaiser Family Foundation State Health Facts and based on the 2020 Current Population Survey and State Data Resources, North Carolina's uninsured child rate is 5.3%. (https://www.kff.org/other/state-indicator/health-insurance-coverage-of-children-0-18-cps/?currentTimeframe=0&selectedRows=%7B%22states%22:%7B%22north-carolina%22:%7B%7D%7D%7D&sortModel=%7B%22colId%22:%22Location%22,%22sort%22:%22asc%22%7D ) and
Kids Count data reports that for 2020, North Carolina's uninsured child rate is 5.0%. (https://www.aecf.org/resources/2020-kids-count-data-book)

Health Director Signature (use blue ink or verifiable digital signature) Date 04/17/2023

| LHD to complete: [For DCFW to contact in case follow-up information is needed.] | LHD program contact name: Cindy Whitley 704-216-8872 |
|---|---|
| | Phone and email address: Cindy.Whitley@rowancountync.gov |

**Signature on this page signifies you have read and accepted all pages of this document.**

II. **Purpose:**

This Agreement Addendum provides or assures provision of preventive and primary health care services per North Carolina Administrative Code 10A NCAC 46.0204 and may provide other evidence-based or evidence-informed initiatives for children and youth that will: (1) reduce mortality and morbidity resulting from communicable diseases, injuries (intentional and unintentional), and other preventable conditions; (2) promote healthy behaviors; and (3) support optimal physical, social and emotional health.

III. **Scope of Work and Deliverables:**

A. The Activity 351 Child Health Agreement Addendum requires further negotiation between the WCHS and the Local Health Department.

For this Agreement Addendum, the Local Health Department shall include **Attachment A** to demonstrate compliance with 10A NCAC 46.0204 Child Health regarding direct child health clinical services and agreements with local education agencies.

In addition, the Local Health Department shall include **Attachment B** if it is providing direct child health clinical services and shall include **Attachment C** if it is providing other evidence-based or evidence-informed child health services.

The information provided by the Local Health Department will be reviewed by the WCHS. When the WCHS representative and the Local Health Department reach an agreement on the information contained, the WCHS representative will sign the Agreement Addendum to execute it.

The Local Health Department shall:

B. **Ensure participation** by at least one Child Health Program manager or staff member to attend WCHS-supported child health meetings for programmatic updates and service information, whether the Local Health Department provides or assures direct child health clinical services. Information received at the WCHS-supported child health meetings shall be disseminated by the Local Health Department's meeting attendee to all Child Health Program staff at the Local Health Department. Activity 351 Child Health funds may be used to support attendance at programmatic update meetings.

C. **Implement written policies** for child health clinical services that include:

1. Staff delivering services in a culturally competent and linguistically appropriate manner. Activities are to be prepared which increase staff awareness of disparities in health status and service delivery, especially disparities related to race/ethnicity, disability, and socioeconomic status. (https://nciom.org/healthy-north-carolina-2030/ ); and

2. For those counties providing direct child health clinical services, conducting a customer satisfaction survey that documents success in serving clients. The survey should be administered to at least 20 clients per year, with results sent to the Regional Child Health Nurse Consultant. Promote customer friendly services that meet the needs of underserved populations. (Healthy People 2030: https://health.gov/healthypeople ).

D. Write all standing orders or protocols developed for nurses in support of this program in the North Carolina Board of Nursing format. The Local Health Department shall have a policy in place that supports nurses working under standing orders. (https://www.ncbon.com/practice-position-statements-decisions-trees )

E. Maintain compliance with North Carolina Board of Nursing scope of practice for nurses and North Carolina Medical Board scope of practice for providers.

F. Refer to WIC at initial appointment, if appropriate and not already enrolled.

## IV. Performance Measures / Reporting Requirements:

A. The Local Health Department shall meet or exceed the **performance measures** in Attachment A.

B. If the Local Health Department is **providing direct child health clinical services,** it shall meet or exceed the **performance measures** in Attachment B and it shall adhere to the following **reporting requirements** for Attachment B:

1. Provide end-of-year outcome data and final report for FY 22-23 by July 31, 2023.
2. Provide a mid-year report for FY 23-24 on interventions in Attachment B no later than January 31, 2024.

C. If the Local Health Department is **providing other evidence-based or evidence-informed child health services,** it shall meet or exceed the **performance measures** in Attachment C and it shall adhere to the following **reporting requirements** for Attachment C:

1. Provide end-of-year outcome data and final report for FY 22-23 by July 31, 2023.
2. Provide a mid-year report for FY 23-24 on interventions in Attachment B no later than January 31, 2024.

These report templates will be distributed by the Child Health Program to the Local Health Department no less than 30 days before the reports' due dates.

## V. Performance Monitoring and Quality Assurance:

A. Child Health Program review and monitoring visits are completed on a once-every-three-years basis per the Children and Youth WCHS Subrecipient Monitoring Plan. Both the Local Health Department internal quality assurance audit and the Child Health program review and monitoring must demonstrate compliance with the required deliverables in:

a. Section III
b. The activities described in Attachment B, if applicable.
c. The activities described in Attachment C, if applicable.
d. NC Medicaid (Division of Health Benefits) billing guidelines, and
e. The North Carolina Board of Nursing scope of practice for nurses and the North Carolina Medical Board scope of practice for providers.

B. The DPH Subrecipient Monitoring Plan requires local health departments who do not consistently meet the programmatic and Health Check Program Guide requirements to be designated as "high risk." High risk status is determined if a local health department is not able to close a corrective action plan as defined by the Child Health Program Monitoring Plan or if the agency fails to meet CH 351 AA deliverables for two consecutive years. High risk status requires additional internal and external monitoring as defined by the Child Health Program Monitoring Plan.

C. Compliance or documented progress toward the negotiated services in Attachment B and in Attachment C, if either or both are completed by the Local Health Department, shall be reviewed a minimum of every six months by the regional child health nurse consultant. These reviews will be conducted via a site visit or desk review (by phone, email, or web consultation). If the Local Health

Department does not meet the performance measures as described in Attachment B and/or in Attachment C, the Local Health Department must develop a comprehensive corrective action plan to meet the deliverables during the service period. The Local Health Department must develop a corrective action plan to address audit deficits to be received by the regional consultant within 30 days of the review. Resolution or significant progress toward resolution is required within 90 days.

D. Site visits may be conducted by the regional child health nurse consultant to assist in a local assessment and planning process to meet the performance measures. The Health Director will be informed of significant failure to meet performance measures. Failure to provide the described level of services or negotiated deliverables may result in a reduction in funds.

## VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Child and Family Well-Being provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.

   a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.

   b. Frequency: Supplements will be generated as the Division of Child and Family Well-Being receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

**Attachment A**
**FY 23-24 Activity 351 Child Health**
**Declaration of Provision of Child Health Clinical Services**

The Local Health Department shall provide or assure provision of preventive and primary health care services for children, 0 through 20 years of age, with the following specifications:

**A. Child Health Clinical Services**

The Local Health Department must comply with the NC Administrative Rules 10A NCAC 46 .0204 and Title V and Healthy Mothers Healthy Children Block Grant funds for the provision of child health services.

NC Administrative Rules (10A NCAC 46 .0204) require assurances for the provision of selected child health services. Each local health department shall "*provide, contract for the provision of, or certify the availability of child health services for all individuals within the jurisdiction of the local health department. A local health department shall establish, implement, and maintain written policies which shall include: A description of the procedures for child health services provided by the local health department, a copy of the contract for the provision of child health services, or a certification of availability of child health services.*"

In addition, agencies supported by state Title V Maternal and Child Health funds shall provide or assure provision of preventive services for children and referral for primary care services as appropriate. Agencies shall demonstrate compliance with the current Health Check Program Guide, Child Health Program requirements, current Division of Health Benefits coding and billing requirements and Division of Health Benefits Medicaid Bulletins.

The item checked below by the Local Health Department demonstrates its compliance with the state requirement **to provide or assure provision of preventive and primary health care clinical services** for children, 0 through 20 years of age:

☑ **Provide** – Include Attachment B for Child Health Clinical Services for uninsured or under-insured children, birth through 20 years of age.

☐ **Assure provision with Memorandum of Agreement** (MOA) – A copy of the MOA with local health care providers documenting how these services are provided by them to the State Child Health Nurse Consultant no later than September 1, 2023.

☐ **Assure provision with a Contract** – A copy of the contract with local health care providers documenting an arrangement with local providers to provide these services to the State Child Health Nurse Consultant no later than September 1, 2023.

☐ **Assure provision with a Community Care Plan** – A copy of a community care plan for these services or formal Community Care of North Carolina Network plan defining the role of the Local Health Department as an active member of the network in providing these services to the State Child Health Nurse Consultant no later than September 1, 2023.

B. **Written agreement or agreements with the local school districts/Local Education Agencies** (LEA) within its service area. A written agreement is required even if Local Health Department activities are limited to communicable disease control or environmental health activities. The agreement must reflect joint planning and include:

1. Program goals and objectives;
2. Roles and responsibilities defined for each agency including a formal plan for emergency and disaster use of school nurses;
3. A description of the process for developing written policies and procedures; and
4. Provisions for annual revision of the agreement.

Submit a copy of all Fiscal Year 2023-2024 agreements, each signed by both parties, to the State School Health Nurse Consultant, by September 1, 2023. An agreement must be submitted for each school district/LEA.

Provide the names of the school districts/LEAs that will have Fiscal Year 2023-2024 Agreements.

Rowan Salisbury Schools

Kannapolis City Schools

C. Performance Measures

a. All direct child health clinical services must be provided in accordance with the current Health Check Program Guide, Child Health Program requirements, current Division of Health Benefits coding and billing requirements and Division of Health Benefits Medicaid Bulletins.

D. Performance Monitoring

a. In adherence to this requirement, Child Health Program review and monitoring visits are completed on a once-every-three-years basis per the WCHS Subrecipient Monitoring Plan. Both the Local Health Department internal quality assurance audit and the Child Health Program review and monitoring must demonstrate compliance.

**Attachment B**
**FY 23-24 Activity 351 Child Health**

**Direct Child Health Clinical Services**

1. **Program Background & Need Statement**
*Include a statement regarding the need for the agency to provide Child Health Clinical services within the community.*
Rowan County Health Department serves a rural county with an overall poverty rate of 16.23%. The 5 largest ethnic groups in Rowan County are White (Non-Hispanic), 71.7%, Black or African American (Non-Hispanic) 15.8%, White (Hispanic) 4.47%, Other (Hispanic) 2.74%, and Two + (Non-Hispanic) 1.97%. *(Data USA).*

The Child Health Program at Rowan County Health Department has seen an increase in the number of children relocating from Honduras and are expecting to also serve Ukraine refugees in FY 23-24. We also collaborate with the Rowan County Department of Social Services to provide the initial clinical evaluations for children being placed in foster care.

The Child Health program has seen an increase in the demand for Child Health services. In the first 6 months of FY 22-23 there were 434 Child Health visits, compared to 296 visits in FY 21-22. Based on these statistics, there is a continued need for Rowan County Health Department to provide Child Health Clinical Services.

2. **Scope of Work**

A. The Local Health Department shall provide or assure provision of the following direct child health clinical services (as indicated by checking the appropriate box or boxes below) for uninsured or under-insured children birth through 20 years of age, meeting or exceeding the dollar amount defined below, which meet all Health Check Program Guide and Health Choice requirements CMS documentation and coding requirements, and programmatic guidelines:

- ☐ Preventative care ONLY
- ☑ Preventative AND sick care
- ☐ Behavior health services
- ☐ Medical nutrition therapy
- ☐ Dental Services
- ☐ Adolescent reproductive health services for uninsured or under-insured clients ages 11 years through 20 years which meet the current CMS documentation and coding requirements and Family Planning Program guidelines. Check the box if these services are to be counted as Child Health deliverables and are NOT COUNTED as Family Planning Program deliverables
- ☐ Other clinical services such as specialty clinics (orthopedics or cardiology):

_____

_____

Subtotal: $ 15,147

B. ☐ *Check the box to indicate the Local Health Department allocates FY 23-24 Child Health 351 Agreement Addenda/Title V funds to support provision of interpreter services.*

The Local Health Department shall assure Title VI requirements are met and evidence-based health literacy strategies are implemented using the client's preferred language or communication method. By implementing the Title VI requirements and evidence-based health literacy strategies, the Local Health Department will assure understanding and enhanced ability to implement health information by parents or teens for which clinical services are provided through consistent access to a voice or sign language interpreter or language line. Assurance of client understanding and enhanced ability to implement health information will be demonstrated by client feedback from customer satisfaction surveys collected twice a year by the agency.

1. By August 1, 2023, the Local Health Department shall develop and implement a customer satisfaction survey.
2. The survey shall assess applied evidence-based health literacy strategies and develop an action plan to resolve any identified barriers, especially for LEP and sight or hearing-impaired clients.
3. By May 31, 2024, the Local Health Department will report on the implementation of the action plan, including staff education, and client feedback to demonstrate improvement (percent increase in the measures) in the areas identified on the initial FY survey.

Subtotal: *$* Ø

C. ☐ *Check the box to indicate the Local Health Department allocates FY 23-24 Child Health 351 Agreement Addenda/Title V funds to support sending agency Registered Nurse(s) to the Child Health Training Program.*

Child Health Enhanced Role Registered Nurse (CHERRN) Training (Child Health Training Program): The Local Health Department shall provide Enhanced Role Registered Nurse Training through the Child Health Training Program to assure increased access for preventative visits in consultation with agency medical staff through the Enhanced Role.

1. By August 1, 2023, the Local Health Department will work with the regional child health nurse consultant to develop a plan to assure adequate consultation resources and participant designated time are available to support successful completion of the Child Health Training Program.
2. By May 31, 2024, the Local Health Department's participant will successfully complete the required training and meet rostering requirements as demonstrated by the DPH rostering letter.
3. By May 31, 2024, DPH external audit of the CHERRN's clinical documentation will demonstrate compliance with Health Check Program Guide/Health Choice, NC Board of Nursing scope of practice, and programmatic requirements.

Subtotal: *$* Ø

D. ☐ *Check the box to indicate the Local Health Department allocates FY 23-24 Child Health 351 Agreement Addenda/Title V funds to support procuring continuing education for child health clinical staff.*

Clinical Services Workforce Development: The Local Health Department shall procure continuing education to support pediatric clinical service objectives for providers and staff. Workforce development must focus on clinical issues for the Local Health Department's population; examples include an increase in recommended immunization rates, improvements in asthma management; and/or reduction or prevention of childhood obesity. Workforce development needs should be informed by local data demonstrating a need to improve clinical outcomes; examples include asthma hospital discharge rate, immunization rates for recommended immunizations, or 2- to 4-year-old obesity rates.

Subtotal: *$* Ø

E. ☐ *Check the box to indicate the Local Health Department allocates FY 23-24 Child Health 351 Agreement Addenda/Title V funds to support provision of clinical equipment. List clinical equipment needs including equipment to improve ADA accessibility and evidence-based hearing screening from Section F and G in the grid below.*

Clinical Equipment:

| Clinical Equipment | Price |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |

F. ☐ *Check the box to indicate the Local Health Department allocates FY 23-24 Child Health 351 Agreement Addenda/Title V funds to support provision of an ADA assessment and ADA equipment. By checking this box, the Local Health Department is responsible for meeting the ADA accessibility requirements performance measures listed below.*

ADA: Assure Americans with Disability Act (ADA) accessibility requirements will be met based on internal and external accessibility assessments.

1. September 1, 2023, the Local Health Department will schedule an external accessibility assessment through the Office on Disability and Health (ODH) and develop a plan to address priority accessibility issues directly impacting children and family services.
2. By May 31, 2024, the Local Health Department will expend funds required to address priority accessibility issues as outlined in the co-developed plan (ODH will assist).

G. ☐ *Check the box to indicate the Local Health Department allocates FY 23-24 Child Health 351 Agreement Addendum/Title V funds to support provision of evidence-based hearing screening equipment. By checking this box, the local health department is responsible for meeting the performance measures listed below implementation of evidence-based hearing screening requirements.*

Implementation of Evidence-Based Hearing Screening Requirements

1. By September 1, 2023, to support best practices, the Local Health Department will request written updated recommendations by email from the regional audiology consultant regarding staff educational and equipment needs.
2. By May 31, 2024, the Local Health Department will expend the funds allocated to improve hearing screening equipment and meet staff educational recommendations from the regional audiology consultant.

H. ☐ *Check the box to indicate the Local Health Department allocates FY 23-24 Child Health 351 Agreement Addenda/Title V funds to support provision of other clinical materials and supplies.*

Other Clinical Materials and Supplies: Examples: ASQ-3, ASQ-SE2, PEDS, Snellen and HOTV vision screening charts, stereopsis card, the current Bright Futures Guidelines manual/toolkit, current Bates Guide to Physical Examination and History Taking, computers, exam tables, wheelchairs, scales; Electronic health record (EHR) vendor fees to revise EHR templates in order to meet Child Health Programmatic and Health Check Program Guide/Health Choice Requirements.

| Clinical Supplies and Materials | Price |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |

Subtotal: $ 0

**Total Budget for All Child Health Clinical Services $** 15,147

3. **Child Health Clinical Services Performance Measures**

The Local Health Department shall adhere to the following **reporting requirements** for child health clinical services by providing end-of-year outcome data and final report for FY 22-23 (the prior fiscal year's Agreement Addendum) by July 31, 2023 and by providing a mid-year report for FY 23-24 (this Agreement Addendum) on child health clinical services in Attachment B no later than January 31, 2024.
Agencies must have processes in place to capture and report data on request. If the end of the year data falls short of agreed upon deliverables, the subsequent year's AA may be affected.
The Local Health Department is responsible for completing the **performance measures** for the child health clinical services that the Local Health Department allocates Child Health 351 Agreement Addenda/Title V funds.

A. Child Health Clinical Services Measures

1. FY 23-24 Health Services Analysis (HSA) or vendor data demonstrates that the number and dollar amount of the negotiated visits were provided. The agency will be required to report clinical data in an electronic survey to demonstrate meeting the negotiated deliverables.
2. Internal and external audits will demonstrate compliance with HCPG, Health Choice Guidance. CMS Billing Guide, licensure requirements, and programmatic requirements using the WCHS CH Program audit tools for Well Child Care, Pediatric Primary Care, and Newborn Home Visit Care and Assessment. Internal audit findings must be provided on request by the WCHS.

B. Adolescent Reproductive Clinical Services Measures

1. FY 23-24 HSA or vendor data demonstrates that the number and dollar amount of the negotiated visits/contraceptive methods were provided. The agency will be required to report clinical data in an electronic survey to demonstrate meeting the negotiated deliverables and that the deliverables were counted only in the Child Health Program.

2. Internal and external audits will demonstrate compliance with CMS documentation and coding guidance and Family Planning programmatic requirements. Women's Health WCHS external audit will be reviewed by WCHS staff; internal audit findings must be provided on request by the WCHS.

C. Interpreter Services

1. Internal and external audits will demonstrate that policies and procedures and training are in place to support evidence-based health literacy strategies for all clients. Internal audit findings must be provided on request by the WCHS.
2. 90% of LEP clients are rating "very satisfied" (scale: not satisfied, neutral, satisfied, very satisfied) on their ability to access care (appointment availability); and
3. 90% of LEP clients are rating "very good" (scale: not at all; somewhat; good; very good) on their ability to understand information provided by the healthcare provider.

D. Child Health Enhanced Role Registered Nurse (CHERRN) Training: (Child Health Training Program)

1. CHERRN candidates will provide documentation (Office of the Chief Public Health Nurse Rostering letter) to support rostering upon successful completion of the course.
2. Agency productivity reports will demonstrate an increase in appointment access by (add projected percent increase) January 2023–May 2024.

**Staff member with primary responsibility for Child Health Clinical Services:**
The person listed below is responsible for assuring the Attachment B: Child Health Clinical Services are implemented with program fidelity to meet the outcome objectives and assuring ongoing monitoring and reporting.

| Name | Title | Phone Number | Email Address |
|---|---|---|---|
| Cindy Whitley | PHN Supervisor | 704-216-8872 | Cindy.Whitley@rowancountync.gov |

**Attachment C**
**FY 23-24 Activity 351 Child Health**
**Other Evidence-Based/Evidence-Informed Child Health Services**
# _____ of _____ Title: _____

1. Local health indicators (or need) to be addressed:

2. Evidence-based or evidence-informed intervention of strategy and scope of work to be accomplished:

3. Other Services Scope of Work/Objectives (SMART format)

4. Other Services Performance Measures

**Total budget for the Other Evidence-Based/Evidence-Informed Services: $_____**

**Staff member with primary responsibility for this intervention/strategy named above:**
The person listed below is responsible for assuring this intervention/strategy is implemented with program fidelity to meet the outcome objectives and assuring ongoing monitoring and reporting.

| Name | Title | Phone Number | Email Address |
|---|---|---|---|
| | | | |

**FY24 - FAS** federal award supplement

Activity Nbr + Name: **351** **Child Health**

FAS Number + Reason: **1** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: **93.994** Maternal and Child Health Block Grant

Is award R&D?: no FAIN: **B0447436** IDC rate: n/a Fed awd total amt: $9,312,791

Fed award project description: Maternal and Child Health Services Block Grant to the States

Fed awd date + awarding agency: 02-07-23 HHS, Health Resources and Services Administration

| Subrecipient | Subrecipient's UEI | Federal funds from grant listed above | Total federal funds for entire Activity | Subrecipient | Subrecipient's UEI | Federal funds from grant listed above | Total federal funds for entire Activity |
|---|---|---|---|---|---|---|---|
| Alamance | F5VHYUU13NC5 | $ 16,850 | $ 16,850 | Jackson | X7YWWY6ZP574 | $ 1,727 | $ 1,727 |
| Albemarle | WAAVS51PNMK3 | $ 253,292 | $ 253,292 | Johnston | SYGAGEFDHYR7 | $ 48,290 | $ 48,290 |
| Alexander | XVEEJSNY7UX9 | $ 6,120 | $ 6,120 | Jones | HE3NNNUE27M7 | $ 12,036 | $ 12,036 |
| Anson | PK8UYTSNJCC3 | | | Lee | F6A8UC99JWJ5 | $ 22,664 | $ 22,664 |
| Appalachian | CD7BFHB8W539 | $ 96,648 | $ 96,648 | Lenoir | QKUFL37VPGH6 | $ 28,612 | $ 28,612 |
| Beaufort | RN1SXFD4LXN6 | $ 4,645 | $ 4,645 | Lincoln | UGGQGSSKBGJ5 | $ 31,436 | $ 31,436 |
| Bladen | TLCTJWDJH1H9 | $ 32,855 | $ 32,855 | Macon | LLPJBC6N2LL3 | $ 6,945 | $ 6,945 |
| Brunswick | MJBMXLN9NJT5 | $ 10,183 | $ 10,183 | Madison | YQ96F8BJYTJ9 | $ 10,901 | $ 10,901 |
| Buncombe | W5TCDKMLHE69 | $ 125,301 | $ 125,301 | MTW | ZKK5GNRNBBY6 | $ 69,820 | $ 69,820 |
| Burke | G855APCNL591 | $ 5,752 | $ 5,752 | Mecklenburg | EZ15XL6BMM68 | $ 190,574 | $ 190,574 |
| Cabarrus | RXDXNEJKJFU7 | $ 20,314 | $ 20,314 | Montgomery | E78ZAJM3BFL3 | $ 31,797 | $ 31,797 |
| Caldwell | HL4FGNJNGE97 | $ 22,667 | $ 22,667 | Moore | HFNSK95FS7Z8 | $ - | $ - |
| Carteret | UC6WJ2MQMJS8 | $ 28,898 | $ 28,898 | Nash | NF58K566HQM7 | $ 118,779 | $ 118,779 |
| Caswell | JDJ7Y7CGYC86 | $ 13,544 | $ 13,544 | New Hanover | F7TLT2GMEJE1 | $ 84,578 | $ 84,578 |
| Catawba | GYUNA9W1NFM1 | $ 79,389 | $ 79,389 | Northampton | CRA2KCAL8BA4 | $ 37,445 | $ 37,445 |
| Chatham | KE57QE2GV5F1 | $ 17,546 | $ 17,546 | Onslow | EGE7NBXW5JS6 | $ 78,861 | $ 78,861 |
| Cherokee | DCEGK6HA11M5 | $ 25,877 | $ 25,877 | Orange | GFFMCW9XDA53 | $ 37,396 | $ 37,396 |
| Clay | HYKLQVNWLXK7 | $ 22,442 | $ 22,442 | Pamlico | FT59QFEAU344 | $ 29,124 | $ 29,124 |
| Cleveland | UWMUYMPVL483 | $ 75,195 | $ 75,195 | Pender | T11BE678U9P5 | $ 23,406 | $ 23,406 |
| Columbus | V1UAJ4L87WQ7 | $ 48,783 | $ 48,783 | Person | FQ8LFJGMABJ4 | $ 9,513 | $ 9,513 |
| Craven | LTZ2U8LZQ214 | $ 22,705 | $ 22,705 | Pitt | VZNPMCLFT5R6 | $ 70,824 | $ 70,824 |
| Cumberland | HALND8WJ3GW4 | $ 149,031 | $ 149,031 | Polk | QZ6BZPGLX4Y9 | $ 5,225 | $ 5,225 |
| Dare | ELV6JGB11QK6 | $ 15,928 | $ 15,928 | Randolph | T3BUM1CVS9N5 | | |
| Davidson | C9P5MDJC7KY7 | $ 15,707 | $ 15,707 | Richmond | Q63FZNTJM3M4 | $ 17,217 | $ 17,217 |
| Davie | L8WBGLHZV239 | $ 6,203 | $ 6,203 | Robeson | LKBEJQFLAAK5 | $ 101,663 | $ 101,663 |
| Duplin | KZN4GK5262K3 | $ 24,586 | $ 24,586 | Rockingham | KGCCCHJJZZ43 | $ 29,853 | $ 29,853 |
| Durham | LJ5BA6U2HLM7 | $ 16,694 | $ 16,694 | Rowan | GCB7UCV96NW6 | $ 10,975 | $ 10,975 |
| Edgecombe | MAN4LX44AD17 | $ 49,631 | $ 49,631 | Sampson | WRT9CSK1KJY5 | $ 8,734 | $ 8,734 |
| Foothills | NGTEF2MQ8LL4 | $ 26,075 | $ 26,075 | Scotland | FNVTCUQGCHM5 | $ 15,788 | $ 15,788 |
| Forsyth | V6BGVQ67YPY5 | $ 113,773 | $ 113,773 | Stanly | U86MZUYPL7C5 | $ 16,161 | $ 16,161 |
| Franklin | FFKTRQCNN143 | $ 63,951 | $ 63,951 | Stokes | W41TRA3NUNS1 | | |
| Gaston | QKY9R8A8D5J6 | $ 61,344 | $ 61,344 | Surry | FMWCTM24C9J8 | $ 53,718 | $ 53,718 |
| Graham | L8MAVKQJTYN7 | $ 19,490 | $ 19,490 | Swain | TAE3M92L4QR4 | $ 21,793 | $ 21,793 |
| Granv-Vance | MGQJKK22EJB3 | $ 35,250 | $ 35,250 | Toe River | JUA6GAUQ9UM1 | $ 23,941 | $ 23,941 |
| Greene | VCU5LD71N9U3 | $ 29,352 | $ 29,352 | Transylvania | W51VGHGM8945 | $ 14,545 | $ 14,545 |
| Guilford | YBEQWGFJPMJ3 | $ 531,990 | $ 531,990 | Union | LHMKBD4AGRJ5 | $ 45,610 | $ 45,610 |
| Halifax | MRL8MYNJJ3Y5 | $ 99,737 | $ 99,737 | Wake | FTJ2WJPLWMJ3 | $ 149,940 | $ 149,940 |
| Harnett | JBDCD9V41BX7 | $ 100,370 | $ 100,370 | Warren | TLNAU5CNHSU5 | $ 48,025 | $ 48,025 |
| Haywood | DQHZEVAV95G5 | $ 72,594 | $ 72,594 | Wayne | DACFHCLQKMS1 | $ 58,144 | $ 58,144 |
| Henderson | TG5AR81JLFQ5 | $ 18,818 | $ 18,818 | Wilkes | M14KKHY2NNR3 | $ 20,195 | $ 20,195 |
| Hoke | C1GWSADARX51 | $ 23,310 | $ 23,310 | Wilson | ME2DJHMYWG55 | $ 42,504 | $ 42,504 |
| Hyde | T2R5YN36NN64 | $ 13,932 | $ 13,932 | Yadkin | PLCDT7JFA8B1 | $ 32,847 | $ 32,847 |
| Iredell | XTNRLKJLA4S9 | $ 20,552 | $ 20,552 | Yancey | L98MCUHKC2J8 | $ 10,998 | $ 10,998 |
| Subtotals: | | $ 2,437,324 | $ 2,437,324 | Subtotals: | | $ 1,672,604 | $ 1,672,604 |
| | | | | Totals for all columns: | | $ 4,109,928 | $ 4,109,928 |

DPH-Aid-To-Counties | For Fiscal Year: 23/24 | Budgetary Estimate Number : 1

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1,639 | $14,561.00 | 0 | $5,009.00 | 0 | $5,148.00 | 0 | $6,693.00 | 1,639 | 33,050 |
| 16,186 | $147,798.00 | 0 | $147,962.00 | 0 | $62,957.00 | 0 | $42,373.00 | 16,186 | 417,276 |
| 0 | $0.00 | -33 | $6,120.00 | 0 | $0.00 | 0 | $0.00 | -33 | 6,087 |
| 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| 2,774 | $27,746.00 | 0 | $76,292.00 | 0 | $7,203.00 | 0 | $13,153.00 | 2,774 | 127,168 |
| 65 | $754.00 | 0 | $2,621.00 | 0 | $885.00 | 0 | $1,139.00 | 65 | 5,464 |
| 1,389 | $13,190.00 | 0 | $32,718.00 | 0 | $0.00 | 0 | $137.00 | 1,389 | 47,434 |
| 132 | $1,577.00 | 0 | $5,609.00 | 0 | $2,009.00 | 0 | $2,665.00 | 132 | 11,892 |
| 1,838 | $21,158.00 | 0 | $72,175.00 | 0 | $23,093.00 | 0 | $30,033.00 | 1,838 | 148,297 |
| -1 | $249.00 | 0 | $2,011.00 | 0 | $1,730.00 | 0 | $2,011.00 | -1 | 6,000 |
| 588 | $5,883.00 | 0 | $16,128.00 | 0 | $1,466.00 | 0 | $2,720.00 | 588 | 26,785 |
| 663 | $6,608.00 | 0 | $18,077.00 | 0 | $1,595.00 | 0 | $2,995.00 | 663 | 29,938 |
| 993 | $9,673.00 | 0 | $26,297.00 | 0 | $875.00 | 0 | $2,726.00 | 993 | 39,564 |
| 933 | $8,474.00 | 0 | $13,544.00 | 0 | $0.00 | 0 | $0.00 | 933 | 22,951 |
| 602 | $8,665.00 | 0 | $37,176.00 | 0 | $19,032.00 | 0 | $23,181.00 | 602 | 88,656 |
| 258 | $2,964.00 | 0 | $10,107.00 | 0 | $3,233.00 | 0 | $4,206.00 | 258 | 20,768 |
| 866 | $8,463.00 | 0 | $22,294.00 | 0 | $958.00 | 0 | $2,615.00 | 866 | 35,206 |
| -4 | $974.00 | 0 | $7,846.00 | 0 | $6,750.00 | 0 | $7,846.00 | -4 | 23,412 |
| 712 | $9,400.00 | 0 | $37,362.00 | 0 | $16,921.00 | 0 | $20,912.00 | 712 | 85,307 |
| 2,213 | $20,844.00 | 0 | $48,137.00 | 0 | $0.00 | 0 | $646.00 | 2,213 | 71,840 |
| -6 | $985.00 | 0 | $7,937.00 | 0 | $6,830.00 | 0 | $7,938.00 | -6 | 23,684 |
| 4,332 | $43,241.00 | 0 | $78,596.00 | 0 | $30,618.00 | 0 | $39,817.00 | 4,332 | 196,604 |
| 226 | $2,629.00 | 0 | $9,067.00 | 0 | $2,991.00 | 0 | $3,870.00 | 226 | 18,783 |
| 246 | $2,791.00 | 0 | $9,298.00 | 0 | $2,766.00 | 0 | $3,643.00 | 246 | 18,744 |
| 91 | $1,043.00 | 0 | $3,564.00 | 0 | $1,148.00 | 0 | $1,491.00 | 91 | 7,337 |
| 1,829 | $16,519.00 | 0 | $24,586.00 | 0 | $0.00 | 0 | $0.00 | 1,829 | 42,934 |
| -3 | $724.00 | 0 | $5,836.00 | 0 | $5,022.00 | 0 | $5,836.00 | -3 | 17,415 |
| 1,085 | $11,391.00 | 0 | $22,827.00 | 0 | $13,402.00 | 0 | $13,402.00 | 1,085 | 62,107 |
| 1,342 | $12,483.00 | 0 | $3,209.00 | 0 | $3,209.00 | 0 | $19,657.00 | 1,342 | 39,900 |
| 4,528 | $43,292.00 | 0 | $108,992.00 | 0 | $0.00 | 0 | $4,781.00 | 4,528 | 161,593 |
| 697 | $8,770.00 | 0 | $33,174.00 | 0 | $13,671.00 | 0 | $17,106.00 | 697 | 73,418 |
| 1,035 | $11,499.00 | 0 | $37,393.00 | 0 | $10,247.00 | 0 | $13,704.00 | 1,035 | 73,878 |
| 566 | $5,655.00 | 0 | $15,493.00 | 0 | $1,397.00 | 0 | $2,600.00 | 566 | 25,711 |
| 674 | $7,272.00 | 0 | $22,685.00 | 0 | $5,272.00 | 0 | $7,293.00 | 674 | 43,196 |
| 473 | $5,308.00 | 0 | $17,642.00 | 0 | $5,083.00 | 0 | $6,727.00 | 473 | 35,133 |
| -120 | $23,086.00 | 0 | $185,986.00 | 0 | $160,019.00 | 0 | $185,985.00 | -120 | 554,956 |
| 3,626 | $36,064.00 | 0 | $90,336.00 | 0 | $1,462.00 | 0 | $7,939.00 | 3,626 | 138,427 |
| 2,110 | $22,319.00 | 0 | $67,507.00 | 0 | $13,512.00 | 0 | $19,351.00 | 2,110 | 124,799 |
| -17 | $3,150.00 | 0 | $25,379.00 | 0 | $21,835.00 | 0 | $25,380.00 | -17 | 75,727 |
| 1,362 | $12,317.00 | 0 | $18,818.00 | 0 | $0.00 | 0 | $0.00 | 1,362 | 32,497 |
| 1,385 | $12,721.00 | 0 | $23,310.00 | 0 | $0.00 | 0 | $0.00 | 1,385 | 37,416 |
| -7 | $577.00 | 0 | $4,644.00 | 0 | $4,644.00 | 0 | $4,644.00 | -7 | 14,502 |
| 722 | $7,019.00 | 0 | $20,552.00 | 0 | $0.00 | 0 | $0.00 | 722 | 28,293 |
| 1,164 | $9,879.00 | 0 | $1,727.00 | 0 | $0.00 | 0 | $0.00 | 1,164 | 12,770 |
| 708 | $8,155.00 | 0 | $27,816.00 | 0 | $8,900.00 | 0 | $11,574.00 | 708 | 57,153 |
| 8 | $616.00 | 0 | $4,378.00 | 0 | $3,533.00 | 0 | $4,125.00 | 8 | 12,660 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 413 | $4,504.00 | 0 | $14,275.00 | 0 | $3,549.00 | 0 | $4,840.00 | 413 | 27,581 |
| | 2,017 | $16,286.00 | 0 | $28,612.00 | 0 | $0.00 | 0 | $0.00 | 2,017 | 48,915 |
| | 461 | $5,308.00 | 0 | $16,105.00 | 0 | $5,795.00 | 0 | $7,536.00 | 461 | 37,203 |
| | 291 | $2,763.00 | 0 | $6,674.00 | 0 | $0.00 | 0 | $271.00 | 291 | 9,999 |
| | 243 | $2,541.00 | 0 | $7,544.00 | 0 | $1,358.00 | 0 | $1,999.00 | 243 | 13,685 |
| | 903 | $10,764.00 | 0 | $38,368.00 | 0 | $13,819.00 | 0 | $17,633.00 | 903 | 81,487 |
| | 1,229 | $18,995.00 | 0 | $85,981.00 | 0 | $47,365.00 | 0 | $57,228.00 | 1,229 | 210,798 |
| | 494 | $5,598.00 | 0 | $18,731.00 | 0 | $5,647.00 | 0 | $7,419.00 | 494 | 37,889 |
| | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| | 2,275 | $24,539.00 | 0 | $76,608.00 | 0 | $17,729.00 | 0 | $24,542.00 | 2,275 | 145,593 |
| | 1,241 | $14,280.00 | 0 | $48,717.00 | 0 | $15,589.00 | 0 | $20,272.00 | 1,241 | 100,099 |
| | -8 | $1,625.00 | 0 | $13,091.00 | 0 | $11,264.00 | 0 | $13,090.00 | -8 | 39,062 |
| | 483 | $7,641.00 | 0 | $35,184.00 | 0 | $19,804.00 | 0 | $23,873.00 | 483 | 86,985 |
| | -8 | $1,622.00 | 0 | $13,074.00 | 0 | $11,249.00 | 0 | $13,073.00 | -8 | 39,010 |
| | 3 | $1,335.00 | 0 | $10,309.00 | 0 | $8,695.00 | 0 | $10,120.00 | 3 | 30,462 |
| | 1,486 | $13,573.00 | 0 | $23,406.00 | 0 | $0.00 | 0 | $0.00 | 1,486 | 38,465 |
| | 751 | $6,755.00 | 0 | $9,513.00 | 0 | $0.00 | 0 | $0.00 | 751 | 17,019 |
| | 444 | $6,952.00 | 0 | $31,760.00 | 0 | $17,702.00 | 0 | $21,362.00 | 444 | 78,220 |
| | 270 | $2,502.00 | 0 | $642.00 | 0 | $643.00 | 0 | $3,940.00 | 270 | 7,997 |
| | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| | 672 | $6,439.00 | 0 | $16,294.00 | 0 | $0.00 | 0 | $923.00 | 672 | 24,328 |
| | 6,138 | $56,299.00 | 0 | $101,663.00 | 0 | $0.00 | 0 | $0.00 | 6,138 | 164,100 |
| | 661 | $6,920.00 | 0 | $20,589.00 | 0 | $3,756.00 | 0 | $5,508.00 | 661 | 37,434 |
| | 390 | $3,782.00 | 0 | $9,802.00 | 0 | $232.00 | 0 | $941.00 | 390 | 15,147 |
| | 162 | $1,760.00 | 0 | $5,545.00 | 0 | $1,345.00 | 0 | $1,844.00 | 162 | 10,656 |
| | 477 | $4,737.00 | 0 | $12,832.00 | 0 | $987.00 | 0 | $1,969.00 | 477 | 21,002 |
| | 1,235 | $11,132.00 | 0 | $16,161.00 | 0 | $0.00 | 0 | $0.00 | 1,235 | 28,528 |
| | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| | 2,058 | $19,770.00 | 0 | $41,862.00 | 0 | $4,282.00 | 0 | $7,574.00 | 2,058 | 75,546 |
| | 529 | $5,445.00 | 0 | $15,740.00 | 0 | $2,377.00 | 0 | $3,676.00 | 529 | 27,767 |
| | -1,432 | $5,302.00 | 0 | $15,536.00 | 0 | $2,582.00 | 0 | $5,823.00 | -1,432 | 27,811 |
| | 1,936 | $715.00 | 0 | $5,763.00 | 0 | $4,959.00 | 0 | $3,823.00 | 1,936 | 17,196 |
| | -11 | $1,979.00 | 0 | $15,946.00 | 0 | $13,719.00 | 0 | $15,945.00 | -11 | 47,578 |
| | 1,011 | $15,264.00 | 0 | $68,233.00 | 0 | $36,965.00 | 0 | $44,742.00 | 1,011 | 166,215 |
| | 1,655 | $16,115.00 | 0 | $42,114.00 | 0 | $1,417.00 | 0 | $4,494.00 | 1,655 | 65,795 |
| | 3,729 | $34,036.00 | 0 | $56,379.00 | 0 | $0.00 | 0 | $1,765.00 | 3,729 | 95,909 |
| | 413 | $4,392.00 | 0 | $13,406.00 | 0 | $2,810.00 | 0 | $3,978.00 | 413 | 25,000 |
| | 825 | $8,876.00 | 0 | $27,549.00 | 0 | $6,256.00 | 0 | $8,699.00 | 825 | 52,205 |
| | 482 | $5,553.00 | 0 | $18,923.00 | 0 | $6,050.00 | 0 | $7,874.00 | 482 | 38,882 |
| | 258 | $2,650.00 | 0 | $7,768.00 | 0 | $1,290.00 | 0 | $1,940.00 | 258 | 13,906 |
| | 94,078 | 978,233 | -33 | 2,449,736 | 0 | 738,661 | 0 | 921,531 | 94,045 | 5,182,206 |

| | |
|---|---|
| Sign and Date - Entered by DCFW Program Staff<br>DocuSigned by: Marilyn Suitt<br>03/29/23 \| 4:39 PM EDT | Sign and Date - Approved by DCFW Program Admin<br>DocuSigned by: Marcia Ford<br>03/29/23 \| 4:59 PM EDT |
| Sign and Date - Approved by DCFW Budget Admin<br>DocuSigned by: Lisa Rogers<br>03/30/23 \| 10:58 AM EDT | Sign and Date - Approved by DCFW Budget Sup<br>DocuSigned by: Alexia Ford<br>04/03/23 \| 10:09 AM EDT |

# ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OFFICER

FROM: Rowan Transit

EXPLANATION IN DETAIL: **Increase to budget for the newly awarded 5310-Rural State Elderly and Disabled Transportation Program Grant**

**BOC approved application on 9/6/2022**

Prepared by: Kristy.Livengood
Date: 7/3/23

BUDGET INFORMATION:

| ACCOUNT TITLE | E/R | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| DOT 5310 E & D Grant | R | 1144529-431023-64529 | 187,500 | |
| RTS Contract Transportation | R | 1144529-425109-64529 | 187,500 | |
| Technology Service and Maintenance | E | 1154529-534030 | 67,500 | |
| R&M Vehicles | E | 1154529-543020 | 200,000 | |
| Vehicle Supplies | E | 1154529-561085 | 7,500 | |
| Motor Fuels & Lubricants | E | 1154529-562020 | 100,000 | |

| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: VSS | | Approved: | Budget Revision # 01-132 |
| Disapproved: | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: 6-27-2023 | | Date: | Posted by: |
| Signature: | | Signature: | Approved by: |

Anna Burgess 7/10/23

STATE OF NORTH CAROLINA
# DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

February 16, 2023

Mr. Aaron Church, County Manager
Rowan County
130 W. Innes St.
Salisbury, NC 28144-4365

RE: FY24 Enhanced Mobility of Seniors & Individuals with Disabilities Grant
Project No.:24-ED-037
WBS Element No.: 51001.40.8.2
Period of Performance: 07-01-2023 – 06-30-2024

Dear Mr. Church

On January 19, 2023, the Board of Transportation approved your organization's request for $375,000 for the FY24 Enhanced Mobility of Seniors & Individuals with Disabilities Grant. 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
Cc; Gary Price Jr. Director
Attachments

*Mailing Address:*
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

*Telephone:* (919) 707-4670
*Fax:* (919) 733-1391
*Customer Service:* 1-877-368-4968

*Website:* ncdot.gov

*Location:*
1 SOUTH WILMINGTON STREET 2
RALEIGH, NC 27601

# *ROWAN COUNTY*

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To bring the original FY24 budget for the HCCBG to agree with the approved FY24 funding plan.

Prepared by: Lisa Bevis
Date: 06/20/23
Reviewed:

BUDGET INFORMATION:

| ACCOUNT TITLE | | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| HCCBG Sr. Center Ops | R | 1145550-431079 | 21,491 | |
| HCCBG Grant Aging | E | 1155550-585008 | 21,491 | |
| | | | | |
| HCCBG In-Home Services | R | 33018-5315-431078-000 | | 4,000 |
| HCCBG In-Home Services | E | 33018-000-584004-000 | | 4,445 |
| HCCBG Transportation | R | 1144529-431080 | | 7,000 |
| Motor Fuels & Lubricants | E | 1154529-562020 | | 8,750 |
| Fund Balance-Unrestricted | R | 1145550-495000 | 192 | |
| Grant Match | E | 1155550-585010 | 2,387 | |

| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ✓ | | Approved: | Budget Revision #01-136 |
| Disapproved: | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: 7/10/23 | | Date: | Posted by: |
| Signature: Anna Burns | | Signature: | Approved by: |

HCCBG Budget

DAAS-731 (Rev. 2/16)

**Home and Community Care Block Grant for Older Adults**

**County** Rowan

**County Funding Plan**

July 1, 2023 through June 30, 2024

**County Services Summary**

| | A | | | | B | C | D | E | F | G | H | I |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Block Grant Funding | | | | Required | Net | USDA | Total | Projected HCCBG | Projected Reimbursement | Projected HCCBG | Projected Total |
| Services | Access | In-Home | Other | Total | Local Match | Service Cost | Subsidy | Funding | Units | Rate | Clients | Units |
| RH-Senior Center Operation | $ - | $ - | $ 138,617 | $ 138,617 | $ 15,402 | $ 154,019 | $ - | $ 154,019 | - | $ - | | - |
| RH-Congregate Nutrition | $ - | $ - | $ 284,639 | $ 284,639 | $ 31,627 | $ 316,266 | $ 23,600 | $ 339,866 | 25,547 | $ 12.3799 | 400 | 29,500 |
| RMOW-Home Delivered Meals | $ - | $ 86,884 | $ - | $ 86,884 | $ 9,654 | $ 96,538 | $ 61,680 | $ 158,218 | 7,293 | $ 13.2377 | 29 | 79,214 |
| RTrnst-Transp (General) | $ 180,242 | $ - | $ - | $ 180,242 | $ 20,027 | $ 200,269 | $ - | $ 200,269 | 10,520 | $ 19.0368 | 120 | 14,500 |
| RTrnst-Transp (Medical) | $ 45,000 | $ - | $ - | $ 45,000 | $ 5,000 | $ 50,000 | $ - | $ 50,000 | 2,000 | $ 25.0000 | 100 | 2,000 |
| TLC-Adult Day Care | $ - | $ 24,778 | $ - | $ 24,778 | $ 2,753 | $ 27,531 | $ - | $ 27,531 | 584 | $ 47.1431 | 10 | 1,139 |
| TLC-Adult Day Health | $ - | $ 58,660 | $ - | $ 58,660 | $ 6,518 | $ 65,178 | $ - | $ 65,178 | 1,144 | $ 56.9625 | 19 | 1,414 |
| DSS-In-Home Aide-Level I - HM | $ - | $ 1,152 | $ - | $ 1,152 | $ 128 | $ 1,280 | $ - | $ 1,280 | 47 | $ 27.5064 | 2 | 47 |
| DSS-In-Home Aide-Level II - PC | $ - | $ 199,056 | $ - | $ 199,056 | $ 22,117 | $ 221,173 | | $ 221,173 | 7,738 | $ 28.5841 | 52 | 7,815 |
| DSS-In-Home Aide-Level III - PC | $ - | $ 42,112 | $ - | $ 42,112 | $ 4,679 | $ 46,791 | | $ 46,791 | 1,485 | $ 31.5073 | 6 | 1,500 |
| | | | | $ - | $ - | $ - | | $ - | | | | |
| | | | | $ - | $ - | $ - | | $ - | | | | |
| | | | | $ - | $ - | $ - | | $ - | | | | |
| | | | | $ - | $ - | $ - | | $ - | | | | |
| | | | | $ - | $ - | $ - | | $ - | | | | |
| | | | | $ - | $ - | $ - | | $ - | | | | |
| | | | | $ - | $ - | $ - | | $ - | | | | |
| | | | | $ - | $ - | $ - | | $ - | | | | |
| | | | | $ - | $ - | $ - | | $ - | | | | |
| | | | | $ - | $ - | $ - | | $ - | | | | |
| | | | | $ - | $ - | $ - | | $ - | | | | |
| Total | $ 225,242 | $ 412,642 | $ 423,256 | $ 1,061,140 | $ 117,905 | $ 1,179,045 | $ 85,280 | $ 1,264,325 | 56,357 | | 738 | 137,129 |

Signature, Chairman, Board of Commissioners Date

**ROWAN COUNTY**
**SENIOR SERVICES BUDGET**
**For Fiscal Year 2024**

**As of June 20, 2023**

| | | ROWAN COUNTY | | | RUFTY | | | Expense | | Revenue |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Transportation | In-Home Aide | Adult Day Care | HOLMES | Total | Comments | Gross | Required Match (10%) | Budget |
| **HCCBG AND USDA GRANTS:** | | | | | | | | | | |
| REVENUES - COUNTY AND RUFTY HOLMES: | | | | | | | | | | |
| 1145550-431074 | TLC - Adult Day Care | - | - | - | - | - | Salaries | - | - | - |
| 1145550-431075 | TLC - Adult Day Health | - | - | - | - | - | | - | - | - |
| 1145550-431076 | HCCBG - CONGREGATE MEALS | - | - | - | 284,639 | 284,639 | | 316,266 | 31,627 | 284,639 |
| 1145315-431078 | HCCBG - IN-HOME SERVICES | - | 242,320 | - | - | 242,320 | | 269,244 | 26,924 | 242,320 |
| 1145550-431079 | HCCBG - SENIOR CENTER OPS | - | - | - | 138,617 | 138,617 | Salaries | 154,019 | 15,402 | 138,617 |
| 1144529-431080 | HCCBG - TRANSPORTATION | 225,242 | - | - | - | 225,242 | | 250,269 | 25,027 | 225,242 |
| 1145550-431081 | USDA GRANT | - | - | - | 25,000 | 25,000 | | | | |
| 1145315-464050 | ADULT DAY CARE DONATIONS | - | - | - | - | - | | 989,798 | 98,980 | 890,818 |
| 1145315-464051 | IN-HOME AIDE DONATIONS | - | - | - | - | - | | | | |
| 1144529-464018 | TRANSPORTATION DONATIONS | - | - | - | - | - | | | | |
| | Total Revenues | 225,242 | 242,320 | - | 448,256 | 915,818 | | | | |
| | Total of County Revenues | | | 467,562 | | | | | | |
| | County Appropriation - required match is: | | 51,951 | 171,532 | | | | | | |
| | Total County Revenues and Appropriation | | | 639,094 | | | | | | |
| EXPENDITURES - COUNTY OPERATIONS: | | | | | | | | | | |
| 1155550-510005-1155550-520030 | SALARIES AND BENEFITS | | | | | 84,467.00 | | | | |
| 1155550-550007 | COST PER COPY PROGRAM | | | | | 230 | | | | |
| 1155550-558000 | TRAVEL | | | | | 800 | | | | |
| 1155550-559000 | TRAINING | | | | | 600 | | | | |
| 1155550-561005 | SUPPLIES - OFFICE | | | | | 1,000 | | | | |
| 1155550-584008 | ADULT DAY CARE CONTRACT | | | | | - | =rev./.9 | | | |
| 1155315-584014 | IN-HOME AIDE CONTRACT | | | | | 269,244 | =rev./.9 | | | |
| 1154529-xxx | TRANSPORTATION CONTRACT | | | | | 281,553 | =rev./.8 | | | |
| 1155550-590061 | MGMT INFO SYSTEMS MAIN | | | | | 1,200 | | | | |
| | Subtotal - Rowan County | | | | | 639,094 | | | | |
| EXPENDITURES - PAID TO RUFTY HOLMES: | | | | | | | | | | |
| 1155550-585008 | GRANT - HCCBG | | | | | 448,256 | | | | |
| 1155550-585010 | GRANT MATCH | | | | | 47,028 | | | | |
| | | | | | | 156,596 | | | | |
| 1155550-591044 | RH'S APPROPRIATION | | | | | 107,036 | | | | |
| | Subtotal - Rufty Holmes | | | | | 758,916 | | | | |
| | Total Expenditures | | | | | 1,398,010 | | | | |

Note: The RTS accountant's salary and benefits and the small operating costs listed to the right are not included on the HCCBG Funding Plan.

(HCCBG and USDA revenues passed through to Rufty Holmes)

(HCCBG to Rufty Homes - based on $423,256 in HCCBG revenue - required match is $47,028.)

(Over-match provided by County. This number does not change.)

(Appropriation is $107,036 which includes rent.)

(Over-match provided by the County.)

ROWAN COUNTY
Y 2024 PROPOSED BUDGET BY LEVEL
MANAGER'S RECOMMENDED CONTINUATION

**Projection Number:** 20241

**Department:** 5550 - SENIOR SERVICES

**Report Date:** Tuesday, May 9, 2023

| ev/ xp | Org | Org Desc | Object | Account Description | FY 2021 Actual | FY 2022 Actual | FY 2023 5/9/2023 YTD Actual | FY 2023 Original Budget | FY 2023 Revised Budget | FY 2024 Department Budget | FY 2024 Manager's Budget | Mgrs v FY 202 Origina |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| REV | 1145550 | HCCBG REV | 431073 | HCCBG SERVICES GRANT | $0 | $0 | $0 | $0 | $0 | $0 | $0 | N/A |
| | | | 431074 | HCCBG-ADULT DAY CARE | $0 | $0 | $0 | ($18,454) | $0 | $0 | $0 | -100.0% |
| | | | 431075 | HCCBG-ADULT DAY HEALTH | $0 | $0 | $0 | ($38,485) | $0 | $0 | $0 | -100.0% |
| | | | 431076 | HCCBG-CONGREGATE MEALS | ($286,203) | ($304,692) | ($125,859) | ($299,639) | ($284,639) | ($284,639) | ($284,639) | -5.0% |
| | | | 431077 | HCCBG-INFO AND ASSIST | $0 | $0 | $0 | $0 | $0 | $0 | $0 | N/A |
| | | | 431078 | HCCBG-IN-HOME SERVICE | $0 | $0 | $0 | $0 | $0 | $0 | $0 | N/A |
| | | | 431079 | HCCBG-SENIOR CENTER OPS | ($152,542) | ($141,138) | ($83,546) | ($99,000) | ($117,126) | ($117,126) | ($117,126) | 18.3% |
| | | | 431080 | HCCBG-TRANSPORTATION | ($91,272) | $0 | $0 | $0 | $0 | $0 | $0 | N/A |
| | | | 431081 | USDA GRANT | ($23,023) | ($27,235) | ($9,542) | ($25,000) | ($25,000) | $0 | ($25,000) | 0.0% |
| | | | 431082 | TITLE V SCSEP GRANT | $0 | $0 | $0 | $0 | $0 | $0 | $0 | N/A |
| | | | 431300 | DISASTER RELIEF REIMBURSEMENT | ($64,199) | $0 | $0 | $0 | $0 | $0 | $0 | N/A |
| | | | 464018 | HCCBG TRANS DONATIONS | ($1,248) | $0 | $0 | $0 | $0 | $0 | $0 | N/A |
| | | | 495000 | APPROPRIATED FB-UNRESTRICTED | $0 | $0 | $0 | $0 | ($7,243) | $0 | $1 | N/A |
| | | | **Org Tot:** | | **($618,487)** | **($473,065)** | **($218,947)** | **($480,578)** | **($434,008)** | **($401,765)** | **($426,764)** | **-11.2%** |
| | **Rev/Exp** | **Total:** | | | **($618,487)** | **($473,065)** | **($218,947)** | **($480,578)** | **($434,008)** | **($401,765)** | **($426,764)** | **-11.2%** |
| EXP | 1155550 | HCCBG EXP | 510005 | SALARIES-REGULAR | $48,036 | $51,586 | $47,082 | $58,406 | $58,406 | $58,088 | $58,088 | -0.5% |
| | | | 520005 | HEALTH INSURANCE | $10,966 | $11,029 | $9,800 | $12,000 | $12,000 | $12,720 | $12,720 | 6.0% |
| | | | 520008 | HEALTH INSURANCE-RETIREES | $0 | $0 | $0 | $0 | $0 | $0 | $0 | N/A |
| | | | 520010 | MEDICARE TAX | $674 | $724 | $662 | $821 | $821 | $825 | $825 | 0.5% |
| | | | 520015 | RETIREMENT | $4,934 | $5,907 | $5,721 | $7,041 | $7,041 | $7,432 | $7,432 | 5.6% |
| | | | 520020 | SOCIAL SECURITY TAX | $2,882 | $3,096 | $2,831 | $3,510 | $3,510 | $3,528 | $3,528 | 0.5% |
| | | | 520025 | WORKERS COMPENSATION | $121 | $129 | $118 | $147 | $147 | $146 | $146 | -0.7% |

ROWAN COUNTY
Y 2024 PROPOSED BUDGET BY LEVEL
MANAGER'S RECOMMENDED CONTINUATION

**Projection Number:** 20241

**Department:** 5550 - SENIOR SERVICES

**Report Date:** Tuesday, May 9, 2023

| ev/ xp | Org | Org Desc | Object | Account Description | FY 2021 Actual | FY 2022 Actual | FY 2023 5/9/2023 YTD Actual | FY 2023 Original Budget | FY 2023 Revised Budget | FY 2024 Department Budget | FY 2024 Manager's Budget | Mgrs v FY 202 Origina |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| XP | 1155550 | HCCBG EXP | 520030 | 401(K) CONTRIBUTIONS | $1,441 | $1,547 | $1,412 | $1,738 | $1,738 | $1,728 | $1,728 | -0.6% |
| | | | 541050 | UTILITY-NUTRITION SITES | $0 | $0 | $0 | $0 | $0 | $0 | $0 | N/A |
| | | | 550007 | COST PER COPY | $0 | $0 | $0 | $200 | $200 | $230 | $230 | 15.0% |
| | | | 553005 | TELEPHONE | $0 | $0 | $0 | $0 | $0 | $0 | $0 | N/A |
| | | | 557000 | POSTAGE | $0 | $0 | $0 | $0 | $0 | $0 | $0 | N/A |
| | | | 558000 | TRAVEL | $211 | $226 | $0 | $800 | $800 | $800 | $800 | 0.0% |
| | | | 559000 | TRAINING | $69 | $0 | $0 | $600 | $600 | $600 | $600 | 0.0% |
| | | | 561000 | P-CARD CLEARING ACCOUNT | $0 | $0 | $0 | $0 | $0 | $0 | $0 | N/A |
| | | | 561005 | OFFICE SUPPLIES | $314 | $850 | $509 | $1,000 | $1,000 | $1,000 | $1,000 | 0.0% |
| | | | 582025 | DISASTER RELIEF | $64,199 | $0 | $0 | $0 | $0 | $0 | $0 | N/A |
| | | | 583005 | ADVISORY BOARD | $0 | $0 | $0 | $0 | $0 | $0 | $0 | N/A |
| | | | 584008 | ADULT DAY CARE CONTRACT | $0 | $0 | $0 | $63,265 | $0 | $0 | $0 | -100.0% |
| | | | 584016 | MEALS ON WHEELS PROGRAM | $62,962 | $74,962 | $125,000 | $125,000 | $125,000 | $165,396 | $125,000 | 0.0% |
| | | | 585008 | GRANT:HCCBG AGING | $461,768 | $470,200 | $218,947 | $423,639 | $426,765 | $426,765 | $426,765 | 0.7% |
| | | | 585009 | GRANT:ROBERTSON-SAFE | $0 | $0 | $0 | $0 | $0 | $0 | $0 | N/A |
| | | | 585010 | GRANT MATCH | $198,566 | $199,223 | $201,237 | $200,889 | $201,237 | $201,237 | $201,237 | 0.2% |
| | | | | GRANT MATCH | $0 | $0 | $0 | $0 | $0 | $0 | $0 | N/A |
| | | | 590061 | MGMT INFO SYSTEMS MAIN | $565 | $734 | $359 | $1,200 | $1,200 | $1,200 | $1,200 | 0.0% |
| | | | 591044 | APPROPRIATION - RUFTY HOLMES | $83,530 | $83,530 | $107,036 | $83,350 | $107,036 | $133,530 | $107,036 | 28.4% |
| | | | 598095 | RESERVE-UNAPPROPRIATED | $0 | $0 | $0 | $0 | $0 | $0 | $0 | N/A |
| | | | **Org Tot:** | | **$941,236** | **$903,742** | **$720,715** | **$983,606** | **$947,501** | **$1,015,225** | **$948,335** | **-3.6%** |
| | **Rev/Exp** | **Total:** | | | **$941,236** | **$903,742** | **$720,715** | **$983,606** | **$947,501** | **$1,015,225** | **$948,335** | **-3.6%** |

Central Budget Entry

Search Projection Accounts...

TS

View All | Advanced | Change Projection | Add Account | Delete Account | Mass Delete Accounts | Mass Update | Add Analysis Tile | Attach | Department Notify | Excel Export | E-mail Link | Account Columns | Account Central | Project Master | Project Budget | Budget Reports

**Projection 20241** - FY2023-2024 REGU··· **Current Level:** APPROVED **APPROVED Total:** $306,003.00 **APPROVED Due:** Unavailable

| **Accounts** (7) | **Positions** | **Projection Totals** | **Analysis** |
|---|---|---|---|
| () | () | () | () |

ge: 1

| | Org | Object | Project | Description | 2024 APPROVED | 2023 Projected | 2023 Original |
|---|---|---|---|---|---|---|---|
| | Totals | | | | 306,003.00 | 357,113.00 | 353,639.00 |
| ✎ | 1144529 | 431080 | | HCCBG-TRANSPORTATION decrease 7,000 | -232,242.00 | -195,422.00 | -195,422.00 |
| ✎ | 1145315 | 431078 | | HCCBG-IN-HOME SERVICE decrease 4,000 | -246,320.00 | -211,800.00 | -211,800.00 |
| ✎ | 1145550 | 431079 | | HCCBG-SENIOR CENTER OPS increase 21,491 | -117,126.00 | -99,000.00 | -99,000.00 |
| ✎ | 1145550 | 431080 | | HCCBG-TRANSPORTATION | 0.00 | 0.00 | 0.00 |
| ✎ | 1155315 | 584014 | | IN HOME AIDE CONTRACT decrease 4,443 | 273,689.00 | 235,333.00 | 235,333.00 |
| ✎ | 1155550 | 585008 | | GRANT:HCCBG AGING increase 21,491 | 426,765.00 | 426,765.00 | 423,639.00 |
| ✎ | 1155550 | 585010 | | GRANT MATCH increase 2,387 | 201,237.00 | 201,237.00 | 200,889.00 |

***ROWAN COUNTY***

TMENTAL REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL: To align the budget with AA415 Breastfeeding Peer Counseling Program's awarded funding for FY24.

Prepared by: Karla Aldridge

Date: 7/3/2023

Reviewed: _____

BUDGET INFORMATION:

| ACCOUNT TITLE | R/E | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| WIC-PC Breast Feeding | R | 11452601-431035-5264 | 12,064 | |
| BFPC- Contracted Services | E | 1155260-533001-5264 | 32,760 | |
| Salary | E | 1155260-510005-5264 | 7,922 | |
| Health Ins | E | 1155260-520005-5264 | 2,120 | |
| Medicare | E | 1155260-520010-5264 | 115 | |
| Retirement | E | 1155260-520015-5264 | 1,018 | |
| SS Tax | E | 1155260-520020-5264 | 492 | |
| Workers' Comp | E | 1155260-520025-5264 | 159 | |
| 401 (k) | E | 1155260-520030-5264 | 238 | |
| Fund Balance | R | 1143390-495000 | 32,760 | |
| | | | | |
| | | | | |
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| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ✓ | | Approved: _____ | Budget Revision # 01-146 |
| Disapproved: _____ | | Disapproved: _____ | Date Posted: _____ |
| Amended: _____ | | Amended: _____ | Group Number: _____ |
| Date: 7/10/23 | | Date: _____ | Posted by: _____ |
| Signature: Anna Burgess | | Signature: | Approved by: _____ |

**ROWAN COUNTY**
**PAYROLL WORKSHEET**
**POSITION DETAIL - NON-LEO**

**2023 BUDGET YEAR**

Key in gray sections only

| | | | | | |
|---|---|---|---|---|---|
| Department Name | Health | | | | |
| Position Title | Leigh Fletcher | | | | |
| Hours *(per week)* | 40 | Increase | | Grade | 26 |
| Position Title, Salary, Grade - confirmed with Human Resources: | | Yes | | No | |

| **Salary / Benefits** | | Total Cost | Federal / State Reimbursement | Other Revenue | New County Funds Requested |
|---|---|---|---|---|---|
| Salary | | $ 7,922.00 | $ - | $ - | $ 7,922.00 |
| Health Insurance | $1,060 / Mo | 2,120.00 | - | - | 2,120.00 |
| Medicare | 1.45% | 115.00 | - | - | 120.00 |
| Retirement | 12.85% | 1,018.00 | - | - | 1,020.00 |
| Social Security | 6.20% | 492.00 | - | - | 500.00 |
| Workers Comp (Varies) | 2.00% | 159.00 | - | - | 160.00 |
| 401(k) | 3.00% | 238.00 | - | - | 240.00 |
| Total Salary / Benefits | | 12,064.00 | - | - | 12,082.00 |
| **Other Costs** | | | | | |
| Desk | | - | - | - | - |
| Chair | | - | - | - | - |
| Side chairs | | - | - | - | - |
| Telephone | | - | - | - | - |
| Computer | | - | - | - | - |
| Bookcase | | - | - | - | - |
| Vehicle | | - | - | - | - |
| Travel | | - | - | - | - |
| Training | | - | - | - | - |
| | | - | - | - | - |
| | | - | - | - | - |
| | | - | - | - | - |
| | | - | - | - | - |
| | | - | - | - | - |
| | | - | - | - | - |
| | | - | - | - | - |
| Total Equipment Costs | | - | - | - | - |
| Total Cost | | $ 12,064.00 | $ - | $ - | $ 12,082.00 |

# Division of Child and Family Well-Being
# Agreement Addendum
# FY 23-24



Rowan County Public Health
**Local Health Department Legal Name**

Community Nutrition Services Section
**DCFW Section / Unit Name**

415 Breastfeeding Peer Counseling Program
**Activity Number and Description**

Kimberly Lovenduski, (919) 218-3654, Kim.lovenduski@dhhs.nc.gov
**DCFW Program Contact**
(name, phone number, and email)

06/01/2023 – 05/31/2024
**Service Period**

**DCFW Program Signature** **Date**
(only required for a negotiable Agreement Addendum)

07/01/2023 – 06/30/2024
**Payment Period**

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # ___

I. **Background:**

Exclusive breastfeeding is the normative standard for infant and child nutrition. It is universally endorsed by the world's health and scientific community as the standard way to feed infants and children. Breastfeeding provides immediate and lifelong nutrition and health benefits for both mother and child, as well as larger economic, environmental, and social benefits to families and communities.

The Healthy People 2030 objectives launched by the U.S. Department of Health and Human Services, while general in nature, it includes the goal to improve the health and safety of infants. The North Carolina Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Program has proceeded in accordance with the Healthy People 2030 objective to increase the proportion of North Carolina infants who are breastfed exclusively through age 6 months to 42.4% and who are breastfed at 1 year to 54.1%. Currently, North Carolina fails to meet the objectives in the areas of breastfeeding exclusivity and duration. The (WIC) Program promotes and supports breastfeeding as an important part of the nutrition service benefits to meet its mission of safeguarding the health of low-income women, infants, and children. One of the most effective methods for supporting breastfeeding is the implementation and maintenance of the Breastfeeding Peer Counseling Program.

North Carolina receives special funding from the United States Department of Agriculture (USDA) to build and sustain Breastfeeding Peer Counseling Programs in the local health departments. WIC Program Funding for the Breastfeeding Peer Counseling Program is allocated through the USDA, Special Supplemental Nutrition Program for WIC, Award NC700705, 7 CFR 246, CFDA 10.557.

Health Director Signature (use blue ink or verifiable digital signature)

05/09/23
Date

LHD to complete:
[For DCFW to contact in case follow-up information is needed ]

LHD program contact name: Shanelle Wilkey

Phone and email address: 704-216-8835 shanelle.wilkey@rowancountync.gov

**Signature on this page signifies you have read and accepted all pages of this document.**

## II. Purpose:

The Breastfeeding Peer Counseling Program is designed and funded to advance the unique benefits of mother-to-mother breastfeeding support which research has found to increase breastfeeding initiation and duration among women participating in the Local Health Department WIC Program.

## III. Scope of Work and Deliverables:

The Local Health Department shall:

**Implementation**

1. Implement a Breastfeeding Peer Counseling Program in accordance with policy and procedures outlined in the North Carolina WIC Program Manual available at https://www.ncdhhs.gov/media/16163/download?attachment

   Breastfeeding Peer Counseling Program services are delivered to women enrolled in the Local Health Department WIC Program and their Breastfeeding Peer Counseling Program. According to the Centers for Disease Control and Prevention's Guide to Strategies to Support Breastfeeding Mothers and Babies, critical factors for successful Breastfeeding Peer Counseling Programs include:

   a. Leadership and support from management staff

   b. Standardized and timely initial and ongoing training

   c. Access to designated breastfeeding experts within the Local Health Department, and

   d. Community partnerships for making and receiving referrals.

2. Ensure that all pregnant and breastfeeding women enrolled in the WIC Program are offered the opportunity to enroll in the Breastfeeding Peer Counseling Program.

**Staffing**

3. Designate one staff member to serve as the Peer Counselor Coordinator who will allocate time to manage the implementation and maintenance of the Breastfeeding Peer Counseling Program.

4. Designate one staff member per clinic to serve as the WIC Designated Breastfeeding Expert who will provide support to WIC pregnant and breastfeeding women experiencing complex breastfeeding problems outside the scope of the Peer Counselor.

5. Hire one full-time equivalent Peer Counselor per 1,000 pregnant and breastfeeding participants served by the Local Health Department.

   a. Peer Counselors are mothers who have personal breastfeeding experience, qualified by having breastfed at least one child, a minimum of six weeks and are trained by the North Carolina WIC Program to provide information, encouragement, and support to pregnant and breastfeeding women.

   b. Peer Counselors provide the required contacts (defined in Paragraphs 13 and 14 below) during the prenatal and postpartum periods when new mothers are vulnerable to the early cessation of breastfeeding. This mother-to-mother support is an essential component to assuring the success of a breastfeeding promotion and support program.

**Training**

6. Ensure that all its Peer Counselors successfully complete Levels 1 and 2 of the WIC Breastfeeding Curriculum and Peer Counselor Care Plan Training prior to providing Breastfeeding Peer Counseling Program services.

7. Ensure that its Peer Counselor Coordinator and Peer Counselor(s) participate in all required Peer Counselor Program Quarterly Continuing Education training sponsored by the North Carolina WIC Program.

8. Ensure that its Peer Counselor Coordinator and WIC Designated Breastfeeding Expert(s) (if roles are separate) successfully completes Levels 1, 2, 3, and 4 of the WIC Breastfeeding Curriculum within one year from the date of assuming the role.

9. Ensure that its Peer Counselor Coordinator successfully completes the Peer Counselor Program Coordinator Training within one year from the date of assuming the role.

10. Ensure that its Peer Counselor Coordinator and WIC Designated Breastfeeding Expert(s) (if roles are separate) participate in all required WIC Designated Breastfeeding Expert Quarterly Continuing Education training sponsored by the North Carolina WIC Program.

11. Ensure that its Peer Counselor Coordinator, WIC Designated Breastfeeding Expert(s), and Peer Counselor(s) participate in quarterly forums sponsored by the North Carolina WIC Program.

**Breastfeeding Peer Counseling Program Minimum Number of Contacts**

12. Ensure that each pregnant woman enrolled in the Local Agency's WIC Program's Breastfeeding Peer Counseling Program is contacted by the Peer Counselor within 30 calendar days of requesting to receive the Breastfeeding Peer Counseling Program services and again two weeks prior to each pregnant woman's expected delivery date.

13. Ensure that breastfeeding women requesting Breastfeeding Peer Counseling Program services are contacted by the Peer Counselor five times during the first four weeks postpartum.

14. Each month, ensure that the Peer Counselor Coordinator is monitoring the caseload of pregnant and breastfeeding women participating in the Breastfeeding Peer Counseling Program and tracking the number of contacts made.

15. Ensure that Peer Counselors operate within their scope of practice as defined in the North Carolina WIC Program Manual and make timely referrals for complex breastfeeding problems to the Local Health Department's WIC Designated Breastfeeding Expert.

16. Assurance of Civil Rights Compliance
    Comply with 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), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex (including gender identity and sexual orientation) , or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which Federal financial assistance is received for the administration of the WIC Program; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the LHD agrees to compile data, maintain records and submit records and reports as requested by the Community Nutrition Services Section to permit effective enforcement of the nondiscrimination laws, and to permit the Community Nutrition Services Section personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Community Nutrition Services Section shall have the right to seek judicial enforcement of this assurance.
This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for the purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreement made in this assurance.

17. Nondiscrimination Statement
To be in compliance with the requirements of the USDA, the following nondiscrimination statement must be included with exact language on all notifications and administrative forms that relate to program eligibility and certification:

> In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.
>
> Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.
>
> To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:
>
> **1. mail:**
>
> U.S. Department of Agriculture
> Office of the Assistant Secretary for Civil Rights
> 1400 Independence Avenue, SW
> Washington, D.C. 20250-9410; or
>
> **2. fax:**

(833) 256-1665 or (202) 690-7442; or

**3. email:**

program.intake@usda.gov

This institution is an equal opportunity provider.

## IV. Performance Measures / Reporting Requirements:

1. Performance Measures:
   a. Increase the number of pregnant and breastfeeding women enrolled as participants in the Breastfeeding Peer Counseling Program.
   b. Ensure pregnant and breastfeeding women enrolled in the Breastfeeding Peer Counseling Program receive the required minimum number of contacts.

2. Reporting Requirements:
   a. Utilizing the Monthly Breastfeeding Activities Report that is available in Crossroads, the Peer Counselor Coordinator shall document the number of pregnant and breastfeeding women enrolled in the Local Health Department's Breastfeeding Peer Counseling Program and the number of contacts by location (i.e., local WIC agency, home visit, hospital visit, telephone, text, email, social media, videoconference.) each month in the Breastfeeding Counselor Monthly Report (available at https://www.ncdhhs.gov/media/17773/open). Maintain documentation of each month's Breastfeeding Peer Counselor Monthly Report and make this documentation available for review upon request and during the biennial comprehensive monitoring visit.
   b. Peer Counselors must document all prenatal and postpartum contacts and attempted contacts in Crossroads within 72 hours.
   c. Maintain documentation of the training completed by the Peer Counselor Coordinator, WIC Designated Breastfeeding Expert(s) and Peer Counselor(s), and make this documentation available for review upon request and during the biennial comprehensive monitoring visit.
   d. Maintain accurate monthly breastfeeding participation data in Crossroads by recording any changes to participant breastfeeding status during routine clinical visits.

## V. Performance Monitoring and Quality Assurance:

1. The North Carolina WIC Program staff uses the Crossroads software system to track participation of pregnant and breastfeeding women who are eligible for Breastfeeding Peer Counseling Program services. Monthly participation reports are prepared, analyzed, and distributed to Local WIC Directors and Local Health Directors for evaluation and to inform trend analysis.

2. According to federal regulations, the North Carolina WIC Program is required to conduct a comprehensive monitoring visit of each WIC agency every other year. If areas of concern are found, the WIC agency is required to write a corrective action plan, which is reviewed and approved by the North Carolina WIC Program staff who monitored the WIC agency.

3. North Carolina WIC Program staff shall follow up on the implementation of any corrective action plan within six months of the initial monitoring visit. To close the corrective action plan, North Carolina WIC Program staff will follow up to verify the full implementation of the corrective action plan. If the Local Health Department is deemed out of compliance, North Carolina WIC Program

staff shall provide technical assistance, and funds may be withheld until the Local Health Department is back in compliance with deliverables as outlined in this agreement.

4. In the year between the North Carolina WIC Program's comprehensive monitoring visits, the Local Health Department's local WIC agency shall conduct a comprehensive self-assessment. If areas of concern are found, the WIC agency shall develop a corrective action plan. This plan is reviewed and approved by North Carolina WIC Program staff, and later assessed to ensure full implementation.

## VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Child and Family Well-Being provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.

   a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.

   b. Frequency: Supplements will be generated as the Division of Child and Family Well-Being receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

3. The Local Health Department is required to follow the requirements for use of funds consistent with Breastfeeding Peer Counseling Program's fiscal policy outlined in the North Carolina WIC Program Manual. This policy should be referenced when determining allowable costs for this program.

4. The Local Health Department shall develop a process for monitoring spending in an effort to avoid lapsing funds. At the discretion of the North Carolina WIC Program, voluntary recovery of unspent funds may be requested to support increased availability of future year Breastfeeding Peer Counseling Program allocation funds.

5. The Local Health Department is required to utilize grant funding in sequential order. All 570F funding must be expended and drawn first, followed by 570G and then 570H. The timeframes for expending/obligating funds, known as the service period, as well as the final reconciliation date of each grant is defined below:

| Priority | RCC Code | Service Period | Final Reconciliation Date |
|---|---|---|---|
| 1 | 570F | June 1, 2023 – September 30, 2023 | November 30, 2023 |
| 2 | 570G | June 1, 2023 – May 31, 2024 | June 30, 2024 |
| 3 | 570H | June 1, 2023 – May 31, 2024 | June 30, 2024 |

**FY24 - FAS** federal award supplement

Activity Nbr + Name: **415** **Breastfeeding Peer Counselor Program**

FAS Number + Reason: **1** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: **10.557** Special Supplemental Nutrition Program for Women, Infants and Children

Is award R&D?: no FAIN: **215NC707W5003** IDC rate: n/a Fed awd total amt: $3,507,349

Fed award project description: Women, Infants & Children (2 year)

Fed awd date + awarding agency: 02-19-21 USDA, Food and Nutrition Service

| Subrecipient | Subrecipient's UEI | Federal funds from grant listed above | Total federal funds for entire Activity | Subrecipient | Subrecipient's UEI | Federal funds from grant listed above | Total federal funds for entire Activity |
|---|---|---|---|---|---|---|---|
| Alamance | F5VHYUU13NC5 | $ 10,049 | $ 76,804 | Jackson | X7YWWY6ZP574 | $ 2,883 | $ 22,000 |
| Albemarle | WAAVS51PNMK3 | $ 6,069 | $ 46,319 | Johnston | SYGAGEFDHYR7 | $ 9,884 | $ 75,439 |
| Alexander | XVEEJSNY7UX9 | $ 2,883 | $ 22,000 | Jones | HE3NNNUE27M7 | $ 2,883 | $ 22,000 |
| Anson | PK8UYTSNJCC3 | $ 2,883 | $ 22,000 | Lee | F6A8UC99JWJ5 | $ 3,040 | $ 23,205 |
| Appalachian | CD7BFHB8W539 | $ 3,291 | $ 25,116 | Lenoir | QKUFL37VPGH6 | $ 3,243 | $ 24,752 |
| Beaufort | RN1SXFD4LXN6 | $ 3,303 | $ 25,207 | Lincoln | UGGQGSSKBGJ5 | $ 3,207 | $ 24,479 |
| Bladen | TLCTJWDJH1H9 | $ 2,883 | $ 22,000 | Macon | LLPJBC6N2LL3 | $ 2,883 | $ 22,000 |
| Brunswick | MJBMXLN9NJT5 | $ 6,474 | $ 49,413 | Madison | YQ96F8BJYTJ9 | $ 2,883 | $ 22,000 |
| Buncombe | W5TCDKMLHE69 | $ 10,993 | $ 83,902 | MTW | ZKK5GNRNBBY6 | $ 2,883 | $ 22,000 |
| Burke | G855APCNL591 | $ 4,471 | $ 34,125 | Mecklenburg | EZ15XL6BMM68 | $ 53,749 | $ 410,228 |
| Cabarrus | RXDXNEJKJFU7 | $ 10,075 | $ 76,895 | Montgomery | E78ZAJM3BFL3 | $ 2,883 | $ 22,000 |
| Caldwell | HL4FGNJNGE97 | $ 4,447 | $ 33,943 | Moore | HFNSK95FS7Z8 | $ 2,883 | $ 22,000 |
| Carteret | UC6WJ2MQMJS8 | $ 2,883 | $ 22,000 | Nash | NF58K566HQM7 | $ 4,829 | $ 36,855 |
| Caswell | JDJ7Y7CGYC86 | $ 2,883 | $ 22,000 | New Hanover | F7TLT2GMEJE1 | $ 10,504 | $ 80,171 |
| Catawba | GYUNA9W1NFM1 | $ 8,453 | $ 64,519 | Northampton | CRA2KCAL8BA4 | $ 2,883 | $ 22,000 |
| Chatham | KE57QE2GV5F1 | $ - | $ - | Onslow | EGE7NBXW5JS6 | $ 17,002 | $ 129,766 |
| Cherokee | DCEGK6HA11M5 | $ 2,883 | $ 22,000 | Orange | GFFMCW9XDA53 | $ - | $ - |
| Clay | HYKLQVNWLXK7 | $ 2,883 | $ 22,000 | Pamlico | FT59QFEAU344 | $ 2,883 | $ 22,000 |
| Cleveland | UWMUYMPVL483 | $ 6,808 | $ 51,961 | Pender | T11BE678U9P5 | $ 2,883 | $ 22,000 |
| Columbus | V1UAJ4L87WQ7 | $ 3,505 | $ 26,754 | Person | FQ8LFJGMABJ4 | $ 2,883 | $ 22,000 |
| Craven | LTZ2U8LZQ214 | $ 6,391 | $ 48,776 | Pitt | VZNPMCLFT5R6 | $ 10,182 | $ 77,714 |
| Cumberland | HALND8WJ3GW4 | $ 24,550 | $ 187,369 | Polk | QZ6BZPGLX4Y9 | $ 2,883 | $ 22,000 |
| Dare | ELV6JGB11QK6 | $ 2,883 | $ 22,000 | Randolph | T3BUM1CVS9N5 | $ 7,547 | $ 57,603 |
| Davidson | C9P5MDJC7KY7 | $ 8,263 | $ 63,063 | Richmond | Q63FZNTJM3M4 | $ 4,507 | $ 34,398 |
| Davie | L8WBGLHZV239 | $ 2,883 | $ 22,000 | Robeson | LKBEJQFLAAK5 | $ 8,418 | $ 64,246 |
| Duplin | KZN4GK5262K3 | $ 4,972 | $ 37,947 | Rockingham | KGCCCHJJZZ43 | $ 4,555 | $ 34,762 |
| Durham | LJ5BA6U2HLM7 | $ - | $ - | Rowan | GCB7UCV96NW6 | $ 6,486 | $ 49,504 |
| Edgecombe | MAN4LX44AD17 | $ 2,883 | $ 22,000 | Sampson | WRT9CSK1KJY5 | $ 4,090 | $ 31,213 |
| Foothills | NGTEF2MQ8LL4 | $ 6,093 | $ 46,501 | Scotland | FNVTCUQGCHM5 | $ 2,883 | $ 22,000 |
| Forsyth | V6BGVQ67YPY5 | $ 21,354 | $ 162,981 | Stanly | U86MZUYPL7C5 | $ 3,923 | $ 29,939 |
| Franklin | FFKTRQCNN143 | $ 2,883 | $ 22,000 | Stokes | W41TRA3NUNS1 | $ 2,883 | $ 22,000 |
| Gaston | QKY9R8A8D5J6 | $ 10,468 | $ 79,898 | Surry | FMWCTM24C9J8 | $ 3,052 | $ 23,296 |
| Graham | L8MAVKQJTYN7 | $ - | $ - | Swain | TAE3M92L4QR4 | $ 2,883 | $ 22,000 |
| Granv-Vance | MGQJKK22EJB3 | $ 4,877 | $ 37,219 | Toe River | JUA6GAUQ9UM1 | $ 2,883 | $ 22,000 |
| Greene | VCU5LD71N9U3 | $ 2,883 | $ 22,000 | Transylvania | W51VGHGM8945 | $ 2,883 | $ 22,000 |
| Guilford | YBEQWGFJPMJ3 | $ 33,361 | $ 254,618 | Union | LHMKBD4AGRJ5 | $ 7,905 | $ 60,333 |
| Halifax | MRL8MYNJJ3Y5 | $ 2,883 | $ 22,000 | Wake | FTJ2WJPLWMJ3 | $ 47,454 | $ 362,180 |
| Harnett | JBDCD9V41BX7 | $ 5,985 | $ 45,682 | Warren | TLNAU5CNHSU5 | $ 2,883 | $ 22,000 |
| Haywood | DQHZEVAV95G5 | $ 2,883 | $ 22,000 | Wayne | DACFHCLQKMS1 | $ 10,492 | $ 80,080 |
| Henderson | TG5AR81JLFQ5 | $ 4,614 | $ 35,217 | Wilkes | M14KKHY2NNR3 | $ 2,883 | $ 22,000 |
| Hoke | C1GWSADARX51 | $ 4,221 | $ 32,214 | Wilson | ME2DJHMYWG55 | $ 5,198 | $ 39,676 |
| Hyde | T2RSYN36NN64 | $ - | $ - | Yadkin | PLCDT7JFA8B1 | $ 2,883 | $ 22,000 |
| Iredell | XTNRLKJLA4S9 | $ 6,570 | $ 50,141 | Yancey | M4SJK9AKVEZ8 | $ 2,883 | $ 22,000 |

**FY24 - FAS** federal award supplement

Activity Nbr + Name: **415** **Breastfeeding Peer Counselor Program**

FAS Number + Reason: **2** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: **10.557** Special Supplemental Nutrition Program for Women, Infants and Children

Is award R&D?: no FAIN: **225NC707W5003** IDC rate: n/a Fed awd total amt: $3,731,890

Fed award project description: Women, Infants & Children (2 year)

Fed awd date + awarding agency: 04-07-22 USDA, Food and Nutrition Service

| Subrecipient | Subrecipient's UEI | Federal funds from grant listed above | Total federal funds for entire Activity | Subrecipient | Subrecipient's UEI | Federal funds from grant listed above | Total federal funds for entire Activity |
|---|---|---|---|---|---|---|---|
| Alamance | F5VHYUU13NC5 | $ 12,988 | $ 76,804 | Jackson | X7YWWY6ZP574 | $ 3,716 | $ 22,000 |
| Albemarle | WAAVS51PNMK3 | $ 7,824 | $ 46,319 | Johnston | SYGAGEFDHYR7 | $ 12,743 | $ 75,439 |
| Alexander | XVEEJSNY7UX9 | $ 3,716 | $ 22,000 | Jones | HE3NNNUE27M7 | $ 3,716 | $ 22,000 |
| Anson | PK8UYTSNJCC3 | $ 3,716 | $ 22,000 | Lee | F6A8UC99JWJ5 | $ 3,920 | $ 23,205 |
| Appalachian | CD7BFHB8W539 | $ 4,243 | $ 25,116 | Lenoir | QKUFL37VPGH6 | $ 4,181 | $ 24,752 |
| Beaufort | RN1SXFD4LXN6 | $ 4,258 | $ 25,207 | Lincoln | UGGQGSSKBGJ5 | $ 4,135 | $ 24,479 |
| Bladen | TLCTJWDJH1H9 | $ 3,716 | $ 22,000 | Macon | LLPJBC6N2LL3 | $ 3,716 | $ 22,000 |
| Brunswick | MJBMXLN9NJT5 | $ 8,347 | $ 49,413 | Madison | YQ96F8BJYTJ9 | $ 3,716 | $ 22,000 |
| Buncombe | W5TCDKMLHE69 | $ 14,173 | $ 83,902 | MTW | ZKK5GNRNBBY6 | $ 3,716 | $ 22,000 |
| Burke | G855APCNL591 | $ 5,765 | $ 34,125 | Mecklenburg | EZ15XL6BMM68 | $ 69,297 | $ 410,228 |
| Cabarrus | RXDXNEJKJFU7 | $ 12,989 | $ 76,895 | Montgomery | E78ZAJM3BFL3 | $ 3,716 | $ 22,000 |
| Caldwell | HL4FGNJNGE97 | $ 5,734 | $ 33,943 | Moore | HFNSK95FS7Z8 | $ 3,716 | $ 22,000 |
| Carteret | UC6WJ2MQMJS8 | $ 3,716 | $ 22,000 | Nash | NF58K566HQM7 | $ 6,226 | $ 36,855 |
| Caswell | JDJ7Y7CGYC86 | $ 3,716 | $ 22,000 | New Hanover | F7TLT2GMEJE1 | $ 13,543 | $ 80,171 |
| Catawba | GYUNA9W1NFM1 | $ 10,899 | $ 64,519 | Northampton | CRA2KCAL8BA4 | $ 3,716 | $ 22,000 |
| Chatham | KE57QE2GV5F1 | $ - | $ - | Onslow | EGE7NBXW5JS6 | $ 21,921 | $ 129,766 |
| Cherokee | DCEGK6HA11M5 | $ 3,716 | $ 22,000 | Orange | GFFMCW9XDA53 | $ - | $ - |
| Clay | HYKLQVNWLXK7 | $ 3,716 | $ 22,000 | Pamlico | FT59QFEAU344 | $ 3,716 | $ 22,000 |
| Cleveland | UWMUYMPVL483 | $ 8,777 | $ 51,961 | Pender | T11BE678U9P5 | $ 3,716 | $ 22,000 |
| Columbus | V1UAJ4L87WQ7 | $ 4,519 | $ 26,754 | Person | FQ8LFJGMABJ4 | $ 3,716 | $ 22,000 |
| Craven | LTZ2U8LZQ214 | $ 8,239 | $ 48,776 | Pitt | VZNPMCLFT5R6 | $ 13,128 | $ 77,714 |
| Cumberland | HALND8WJ3GW4 | $ 31,651 | $ 187,369 | Polk | QZ6BZPGLX4Y9 | $ 3,716 | $ 22,000 |
| Dare | ELV6JGB11QK6 | $ 3,716 | $ 22,000 | Randolph | T3BUM1CVS9N5 | $ 9,731 | $ 57,603 |
| Davidson | C9P5MDJC7KY7 | $ 10,653 | $ 63,063 | Richmond | Q63FZNTJM3M4 | $ 5,811 | $ 34,398 |
| Davie | L8WBGLHZV239 | $ 3,716 | $ 22,000 | Robeson | LKBEJQFLAAK5 | $ 10,853 | $ 64,246 |
| Duplin | KZN4GK5262K3 | $ 6,410 | $ 37,947 | Rockingham | KGCCCHJJZZ43 | $ 5,872 | $ 34,762 |
| Durham | LJ5BA6U2HLM7 | $ - | $ - | Rowan | GCB7UCV96NW6 | $ 8,362 | $ 49,504 |
| Edgecombe | MAN4LX44AD17 | $ 3,716 | $ 22,000 | Sampson | WRT9CSK1KJY5 | $ 5,273 | $ 31,213 |
| Foothills | NGTEF2MQ8LL4 | $ 7,855 | $ 46,501 | Scotland | FNVTCUQGCHM5 | $ 3,716 | $ 22,000 |
| Forsyth | V6BGVQ67YPY5 | $ 27,531 | $ 162,981 | Stanly | U86MZUYPL7C5 | $ 5,057 | $ 29,939 |
| Franklin | FFKTRQCNN143 | $ 3,716 | $ 22,000 | Stokes | W41TRA3NUNS1 | $ 3,716 | $ 22,000 |
| Gaston | QKY9R8A8D5J6 | $ 13,497 | $ 79,898 | Surry | FMWCTM24C9J8 | $ 3,935 | $ 23,296 |
| Graham | L8MAVKQJTYN7 | $ - | $ - | Swain | TAE3M92L4QR4 | $ 3,716 | $ 22,000 |
| Granv-Vance | MGQJKK22EJB3 | $ 6,287 | $ 37,219 | Toe River | JUA6GAUQ9UM1 | $ 3,716 | $ 22,000 |
| Greene | VCU5LD71N9U3 | $ 3,716 | $ 22,000 | Transylvania | W51VGHGM8945 | $ 3,716 | $ 22,000 |
| Guilford | YBEQWGFJPMJ3 | $ 43,011 | $ 254,618 | Union | LHMKBD4AGRJ5 | $ 10,192 | $ 60,333 |
| Halifax | MRL8MYNJJ3Y5 | $ 3,716 | $ 22,000 | Wake | FTJ2WJPLWMJ3 | $ 61,181 | $ 362,180 |
| Harnett | JBDCD9V41BX7 | $ 7,717 | $ 45,682 | Warren | TLNAU5CNHSU5 | $ 3,716 | $ 22,000 |
| Haywood | DQHZEVAV95G5 | $ 3,716 | $ 22,000 | Wayne | DACFHCLQKMS1 | $ 13,527 | $ 80,080 |
| Henderson | TG5AR81JLFQ5 | $ 5,949 | $ 35,217 | Wilkes | M14KKHY2NNR3 | $ 3,716 | $ 22,000 |
| Hoke | C1GWSADARX51 | $ 5,442 | $ 32,214 | Wilson | ME2DJHMYWG55 | $ 6,702 | $ 39,676 |
| Hyde | T2RSYN36NN64 | $ - | $ - | Yadkin | PLCDT7JFA8B1 | $ 3,716 | $ 22,000 |
| Iredell | XTNRLKJLA4S9 | $ 8,470 | $ 50,141 | Yancey | M4SJK9AKVEZ8 | $ 3,716 | $ 22,000 |

**FY24 - FAS** federal award supplement

Activity Nbr + Name: **415** **Breastfeeding Peer Counselor Program**

FAS Number + Reason: **3** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: **10.557** Special Supplemental Nutrition Program for Women, Infants and Children

Is award R&D?: no FAIN: **235NC707W5003** IDC rate: n/a Fed awd total amt: $3,657,121

Fed award project description: Women, Infants & Children (2 year)

Fed awd date + awarding agency: 02-23-23 USDA, Food and Nutrition Service

| Subrecipient | Subrecipient's UEI | Federal funds from grant listed above | Total federal funds for entire Activity | Subrecipient | Subrecipient's UEI | Federal funds from grant listed above | Total federal funds for entire Activity |
|---|---|---|---|---|---|---|---|
| Alamance | F5VHYUU13NC5 | $ 53,767 | $ 76,804 | Jackson | X7YWWY6ZP574 | $ 15,401 | $ 22,000 |
| Albemarle | WAAVS51PNMK3 | $ 32,426 | $ 46,319 | Johnston | SYGAGEFDHYR7 | $ 52,812 | $ 75,439 |
| Alexander | XVEEJSNY7UX9 | $ 15,401 | $ 22,000 | Jones | HE3NNNUE27M7 | $ 15,401 | $ 22,000 |
| Anson | PK8UYTSNJCC3 | $ 15,401 | $ 22,000 | Lee | F6A8UC99JWJ5 | $ 16,245 | $ 23,205 |
| Appalachian | CD7BFHB8W539 | $ 17,582 | $ 25,116 | Lenoir | QKUFL37VPGH6 | $ 17,328 | $ 24,752 |
| Beaufort | RN1SXFD4LXN6 | $ 17,646 | $ 25,207 | Lincoln | UGGQGSSKBGJ5 | $ 17,137 | $ 24,479 |
| Bladen | TLCTJWDJH1H9 | $ 15,401 | $ 22,000 | Macon | LLPJBC6N2LL3 | $ 15,401 | $ 22,000 |
| Brunswick | MJBMXLN9NJT5 | $ 34,592 | $ 49,413 | Madison | YQ96F8BJYTJ9 | $ 15,401 | $ 22,000 |
| Buncombe | W5TCDKMLHE69 | $ 58,736 | $ 83,902 | MTW | ZKK5GNRNBBY6 | $ 15,401 | $ 22,000 |
| Burke | G855APCNL591 | $ 23,889 | $ 34,125 | Mecklenburg | EZ15XL6BMM68 | $ 287,182 | $ 410,228 |
| Cabarrus | RXDXNEJKJFU7 | $ 53,831 | $ 76,895 | Montgomery | E78ZAJM3BFL3 | $ 15,401 | $ 22,000 |
| Caldwell | HL4FGNJNGE97 | $ 23,762 | $ 33,943 | Moore | HFNSK95FS7Z8 | $ 15,401 | $ 22,000 |
| Carteret | UC6WJ2MQMJS8 | $ 15,401 | $ 22,000 | Nash | NF58K566HQM7 | $ 25,800 | $ 36,855 |
| Caswell | JDJ7Y7CGYC86 | $ 15,401 | $ 22,000 | New Hanover | F7TLT2GMEJE1 | $ 56,124 | $ 80,171 |
| Catawba | GYUNA9W1NFM1 | $ 45,167 | $ 64,519 | Northampton | CRA2KCAL8BA4 | $ 15,401 | $ 22,000 |
| Chatham | KE57QE2GV5F1 | $ - | $ - | Onslow | EGE7NBXW5JS6 | $ 90,843 | $ 129,766 |
| Cherokee | DCEGK6HA11M5 | $ 15,401 | $ 22,000 | Orange | GFFMCW9XDA53 | $ - | $ - |
| Clay | HYKLQVNWLXK7 | $ 15,401 | $ 22,000 | Pamlico | FT59QFEAU344 | $ 15,401 | $ 22,000 |
| Cleveland | UWMUYMPVL483 | $ 36,376 | $ 51,961 | Pender | T11BE678U9P5 | $ 15,401 | $ 22,000 |
| Columbus | V1UAJ4L87WQ7 | $ 18,730 | $ 26,754 | Person | FQ8LFJGMABJ4 | $ 15,401 | $ 22,000 |
| Craven | LTZ2U8LZQ214 | $ 34,146 | $ 48,776 | Pitt | VZNPMCLFT5R6 | $ 54,404 | $ 77,714 |
| Cumberland | HALND8WJ3GW4 | $ 131,168 | $ 187,369 | Polk | QZ6BZPGLX4Y9 | $ 15,401 | $ 22,000 |
| Dare | ELV6JGB11QK6 | $ 15,401 | $ 22,000 | Randolph | T3BUM1CVS9N5 | $ 40,325 | $ 57,603 |
| Davidson | C9P5MDJC7KY7 | $ 44,147 | $ 63,063 | Richmond | Q63FZNTJM3M4 | $ 24,080 | $ 34,398 |
| Davie | L8WBGLHZV239 | $ 15,401 | $ 22,000 | Robeson | LKBEJQFLAAK5 | $ 44,975 | $ 64,246 |
| Duplin | KZN4GK5262K3 | $ 26,565 | $ 37,947 | Rockingham | KGCCCHJJZZ43 | $ 24,335 | $ 34,762 |
| Durham | LJ5BA6U2HLM7 | $ - | $ - | Rowan | GCB7UCV96NW6 | $ 34,656 | $ 49,504 |
| Edgecombe | MAN4LX44AD17 | $ 15,401 | $ 22,000 | Sampson | WRT9CSK1KJY5 | $ 21,850 | $ 31,213 |
| Foothills | NGTEF2MQ8LL4 | $ 32,553 | $ 46,501 | Scotland | FNVTCUQGCHM5 | $ 15,401 | $ 22,000 |
| Forsyth | V6BGVQ67YPY5 | $ 114,096 | $ 162,981 | Stanly | U86MZUYPL7C5 | $ 20,959 | $ 29,939 |
| Franklin | FFKTRQCNN143 | $ 15,401 | $ 22,000 | Stokes | W41TRA3NUNS1 | $ 15,401 | $ 22,000 |
| Gaston | QKY9R8A8D5J6 | $ 55,933 | $ 79,898 | Surry | FMWCTM24C9J8 | $ 16,309 | $ 23,296 |
| Graham | L8MAVKQJTYN7 | $ - | $ - | Swain | TAE3M92L4QR4 | $ 15,401 | $ 22,000 |
| Granv-Vance | MGQJKK22EJB3 | $ 26,055 | $ 37,219 | Toe River | JUA6GAUQ9UM1 | $ 15,401 | $ 22,000 |
| Greene | VCU5LD71N9U3 | $ 15,401 | $ 22,000 | Transylvania | W51VGHGM8945 | $ 15,401 | $ 22,000 |
| Guilford | YBEQWGFJPMJ3 | $ 178,246 | $ 254,618 | Union | LHMKBD4AGRJ5 | $ 42,236 | $ 60,333 |
| Halifax | MRL8MYNJJ3Y5 | $ 15,401 | $ 22,000 | Wake | FTJ2WJPLWMJ3 | $ 253,545 | $ 362,180 |
| Harnett | JBDCD9V41BX7 | $ 31,980 | $ 45,682 | Warren | TLNAU5CNHSU5 | $ 15,401 | $ 22,000 |
| Haywood | DQHZEVAV95G5 | $ 15,401 | $ 22,000 | Wayne | DACFHCLQKMS1 | $ 56,061 | $ 80,080 |
| Henderson | TG5AR81JLFQ5 | $ 24,654 | $ 35,217 | Wilkes | M14KKHY2NNR3 | $ 15,401 | $ 22,000 |
| Hoke | C1GWSADARX51 | $ 22,551 | $ 32,214 | Wilson | ME2DJHMYWG55 | $ 27,776 | $ 39,676 |
| Hyde | T2RSYN36NN64 | $ - | $ - | Yadkin | PLCDT7JFA8B1 | $ 15,401 | $ 22,000 |
| Iredell | XTNRLKJLA4S9 | $ 35,101 | $ 50,141 | Yancey | M4SJK9AKVEZ8 | $ 15,401 | $ 22,000 |

DPH-Aid-To-Counties | For Fiscal Year: 23/24 | Budgetary Estimate Number : 0

| Activity 415<br><br>Service Period<br><br>Payment Period | | AA | 13A2<br>570F<br>JQ<br><br>06/01-09/30<br><br>07/01-11/30 | Total Allocated | 13A2<br>570G<br>JQ<br><br>06/01-05/31<br><br>07/01-06/30 | Total Allocated | 13A2<br>570H<br>JQ<br><br>06/01-05/31<br><br>07/01-06/30 | Total Allocated | Proposed Total | New Total |
|---|---|---|---|---|---|---|---|---|---|---|
| 01 Alamance | * | 0 | 10,049 | $0.00 | 12,988 | $0.00 | 53,767 | $0.00 | 76,804 | 76,804 |
| D1 Albemarle | * | 0 | 6,069 | $0.00 | 7,824 | $0.00 | 32,426 | $0.00 | 46,319 | 46,319 |
| 02 Alexander | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 04 Anson | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| D2 Appalachian | * | 0 | 3,291 | $0.00 | 4,243 | $0.00 | 17,582 | $0.00 | 25,116 | 25,116 |
| 07 Beaufort | * | 0 | 3,303 | $0.00 | 4,258 | $0.00 | 17,646 | $0.00 | 25,207 | 25,207 |
| 09 Bladen | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 10 Brunswick | * | 0 | 6,474 | $0.00 | 8,347 | $0.00 | 34,592 | $0.00 | 49,413 | 49,413 |
| 11 Buncombe | * | 0 | 10,993 | $0.00 | 14,173 | $0.00 | 58,736 | $0.00 | 83,902 | 83,902 |
| 12 Burke | * | 0 | 4,471 | $0.00 | 5,765 | $0.00 | 23,889 | $0.00 | 34,125 | 34,125 |
| 13 Cabarrus | * | 0 | 10,075 | $0.00 | 12,989 | $0.00 | 53,831 | $0.00 | 76,895 | 76,895 |
| 14 Caldwell | * | 0 | 4,447 | $0.00 | 5,734 | $0.00 | 23,762 | $0.00 | 33,943 | 33,943 |
| 16 Carteret | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 17 Caswell | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 18 Catawba | * | 0 | 8,453 | $0.00 | 10,899 | $0.00 | 45,167 | $0.00 | 64,519 | 64,519 |
| 19 Chatham | | | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| 20 Cherokee | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 22 Clay | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 23 Cleveland | * | 0 | 6,808 | $0.00 | 8,777 | $0.00 | 36,376 | $0.00 | 51,961 | 51,961 |
| 24 Columbus | * | 0 | 3,505 | $0.00 | 4,519 | $0.00 | 18,730 | $0.00 | 26,754 | 26,754 |
| 25 Craven | * | 0 | 6,391 | $0.00 | 8,239 | $0.00 | 34,146 | $0.00 | 48,776 | 48,776 |
| 26 Cumberland | * | 0 | 24,550 | $0.00 | 31,651 | $0.00 | 131,168 | $0.00 | 187,369 | 187,369 |
| 28 Dare | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 29 Davidson | * | 0 | 8,263 | $0.00 | 10,653 | $0.00 | 44,147 | $0.00 | 63,063 | 63,063 |
| 30 Davie | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 31 Duplin | * | 0 | 4,972 | $0.00 | 6,410 | $0.00 | 26,565 | $0.00 | 37,947 | 37,947 |
| 32 Durham | | | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| 33 Edgecombe | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| D7 Foothills | * | 0 | 6,093 | $0.00 | 7,855 | $0.00 | 32,553 | $0.00 | 46,501 | 46,501 |
| 34 Forsyth | * | 0 | 21,354 | $0.00 | 27,531 | $0.00 | 114,096 | $0.00 | 162,981 | 162,981 |
| 35 Franklin | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 36 Gaston | * | 0 | 10,468 | $0.00 | 13,497 | $0.00 | 55,933 | $0.00 | 79,898 | 79,898 |
| 38 Graham | | | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| D3 Gran-Vance | * | 0 | 4,877 | $0.00 | 6,287 | $0.00 | 26,055 | $0.00 | 37,219 | 37,219 |
| 40 Greene | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 41 Guilford | * | 0 | 33,361 | $0.00 | 43,011 | $0.00 | 178,246 | $0.00 | 254,618 | 254,618 |
| 42 Halifax | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 43 Harnett | * | 0 | 5,985 | $0.00 | 7,717 | $0.00 | 31,980 | $0.00 | 45,682 | 45,682 |
| 44 Haywood | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 45 Henderson | * | 0 | 4,614 | $0.00 | 5,949 | $0.00 | 24,654 | $0.00 | 35,217 | 35,217 |
| 47 Hoke | * | 0 | 4,221 | $0.00 | 5,442 | $0.00 | 22,551 | $0.00 | 32,214 | 32,214 |
| 48 Hyde | | | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| 49 Iredell | * | 0 | 6,570 | $0.00 | 8,470 | $0.00 | 35,101 | $0.00 | 50,141 | 50,141 |
| 50 Jackson | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 51 Johnston | * | 0 | 9,884 | $0.00 | 12,743 | $0.00 | 52,812 | $0.00 | 75,439 | 75,439 |
| 52 Jones | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 53 Lee | * | 0 | 3,040 | $0.00 | 3,920 | $0.00 | 16,245 | $0.00 | 23,205 | 23,205 |
| 54 Lenoir | * | 0 | 3,243 | $0.00 | 4,181 | $0.00 | 17,328 | $0.00 | 24,752 | 24,752 |
| 55 Lincoln | * | 0 | 3,207 | $0.00 | 4,135 | $0.00 | 17,137 | $0.00 | 24,479 | 24,479 |
| 56 Macon | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 57 Madison | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| D4 M-T-W | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 60 Mecklenburg | * | 0 | 53,749 | $0.00 | 69,297 | $0.00 | 287,182 | $0.00 | 410,228 | 410,228 |
| 62 Montgomery | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 63 Moore | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 64 Nash | * | 0 | 4,829 | $0.00 | 6,226 | $0.00 | 25,800 | $0.00 | 36,855 | 36,855 |
| 65 New Hanover | * | 0 | 10,504 | $0.00 | 13,543 | $0.00 | 56,124 | $0.00 | 80,171 | 80,171 |
| 66 Northampton | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 67 Onslow | * | 0 | 17,002 | $0.00 | 21,921 | $0.00 | 90,843 | $0.00 | 129,766 | 129,766 |
| 68 Orange | | | 0 | $0.00 | 0 | $0.00 | 0 | $0.00 | 0 | 0 |
| 69 Pamlico | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 71 Pender | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 73 Person | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 74 Pitt | * | 0 | 10,182 | $0.00 | 13,128 | $0.00 | 54,404 | $0.00 | 77,714 | 77,714 |
| 75 Polk | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 76 Randolph | * | 0 | 7,547 | $0.00 | 9,731 | $0.00 | 40,325 | $0.00 | 57,603 | 57,603 |
| 77 Richmond | * | 0 | 4,507 | $0.00 | 5,811 | $0.00 | 24,080 | $0.00 | 34,398 | 34,398 |
| 78 Robeson | * | 0 | 8,418 | $0.00 | 10,853 | $0.00 | 44,975 | $0.00 | 64,246 | 64,246 |
| 79 Rockingham | * | 0 | 4,555 | $0.00 | 5,872 | $0.00 | 24,335 | $0.00 | 34,762 | 34,762 |
| 80 Rowan | * | 0 | 6,486 | $0.00 | 8,362 | $0.00 | 34,656 | $0.00 | 49,504 | 49,504 |
| 82 Sampson | * | 0 | 4,090 | $0.00 | 5,273 | $0.00 | 21,850 | $0.00 | 31,213 | 31,213 |
| 83 Scotland | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 84 Stanly | * | 0 | 3,923 | $0.00 | 5,057 | $0.00 | 20,959 | $0.00 | 29,939 | 29,939 |
| 85 Stokes | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 86 Surry | * | 0 | 3,052 | $0.00 | 3,935 | $0.00 | 16,309 | $0.00 | 23,296 | 23,296 |
| 87 Swain | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| D6 Toe River | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 88 Transylvania | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 90 Union | * | 0 | 7,905 | $0.00 | 10,192 | $0.00 | 42,236 | $0.00 | 60,333 | 60,333 |
| 92 Wake | * | 0 | 47,454 | $0.00 | 61,181 | $0.00 | 253,545 | $0.00 | 362,180 | 362,180 |
| 93 Warren | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 96 Wayne | * | 0 | 10,492 | $0.00 | 13,527 | $0.00 | 56,061 | $0.00 | 80,080 | 80,080 |
| 97 Wilkes | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 98 Wilson | * | 0 | 5,198 | $0.00 | 6,702 | $0.00 | 27,776 | $0.00 | 39,676 | 39,676 |
| 99 Yadkin | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| 00 Yancey | * | 0 | 2,883 | $0.00 | 3,716 | $0.00 | 15,401 | $0.00 | 22,000 | 22,000 |
| Totals | | | 549,829 | 0 | 708,878 | 0 | 2,937,716 | 0 | 4,196,423 | 4,196,423 |

| | |
|---|---|
| Sign and Date - DPH Program Administrator<br>Sarah Gabriel 3/30/23 | Sign and Date - DPH Section Chief<br>Kimberly D Lovendushi 3/30/23 |
| Sign and Date - ~~DPH Budget Office AFR Coordinator~~<br>Approved by DCFW Budget Admin<br>Lisa Rogers 3-30-23 | Sign and Date - ~~DPH Budget Officer~~ DCFW Budget Manager<br>Alexia Forte 4.27.2023 |

**ROWAN COUNTY**

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To budget Hangar Project in FY24

Prepared by: Teresa Sharpless

Date: 7/10/2023

BUDGET INFORMATION:

| ACCOUNT TITLE | R/E | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| C/A Hangar | E | 6354550-573011 | 19,028,550 | |
| Appropriated FB - Restricted | R | 6344550-495010 | 19,028,550 | |

| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ✓ | | Approved: | Budget Revision # 01-186 |
| Disapproved: | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: 7/10/23 | | Date: | Posted by: |
| Signature: Anna Burns | | Signature: | Approved by: |

## Sharpless, Teresa F.

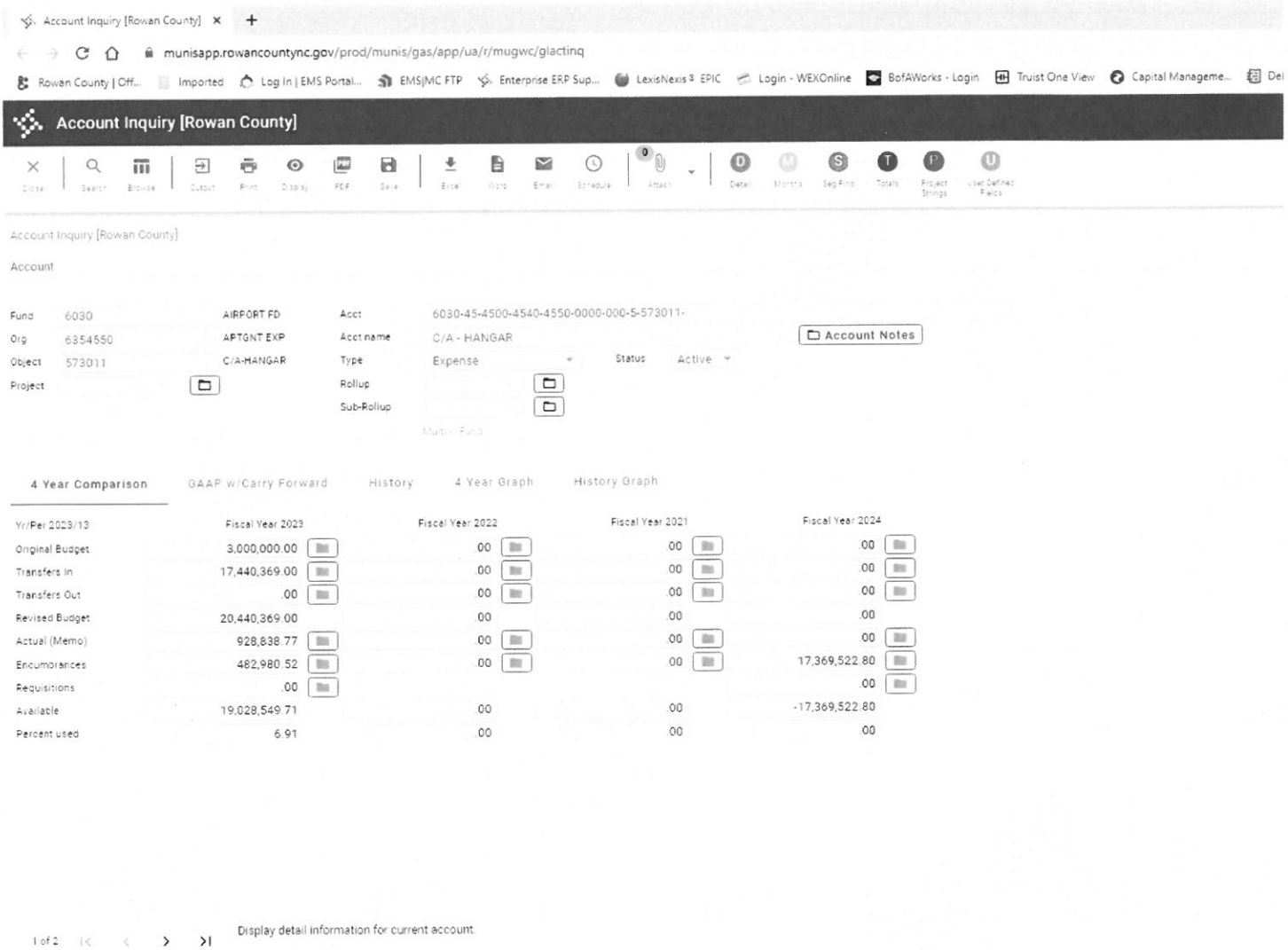
**From:** Odell, Mitzi C
**Sent:** Friday, July 7, 2023 10:37 AM
**To:** Sharpless, Teresa F.
**Cc:** Bumgarner, Anna R; Farrow-Bennett, Jody M
**Subject:** C24015 KMD New airport and corporate hangars

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

Good morning. Can you please add a BA to move from FY23 to FY24 for 19,028,549.71 (see below)? This is the available amount that was a loan. We will roll the other contract encumbrances when we roll contracts. Please let me know if you have any questions or concerns.

Thanks in advance.

Mitzi



**ROWAN COUNTY**

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To budget Sheriff Department JAG Grant

Prepared by: Teresa Sharpless

Date: 7/10/2023

BUDGET INFORMATION:

| ACCOUNT TITLE | R/E | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| C/A Equipment | E | 1154417-575000-44171 | 24,250.00 | |
| Other Small Equipment | E | 1154417-561095-44171 | 250.00 | |
| Justice Ast Reimb Grant | R | 1144417-431018-44171 | 24,500.00 | |

| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ✓ | | Approved: | Budget Revision # 01-187 |
| Disapproved: | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: 7/10/23 | | Date: | Posted by: |
| Signature: Anna Bumgarner | | Signature: | Approved by: |

| JAG Grant | Account Name | Account Number for BA | |
|---|---|---|---|
| Equipment | C/A Equipment | 1154417-575000-44171 | 24,250 |
| Supplies | Other Small Equip | 1154417-561095-44171 | 250 |
| Revenue | Justice Ast Reimb Grant | 1144417-431018-44171 | 24,500 |
| | | | |
| HOME ARPA | | | |
| Project Funds | Rehabilitation | 23548501-590030-10415 | 554,109 |
| Project Funds | Rental Assistance (New Acct) | 23548501-590023-10415 | 184,703 |
| Administrative Costs | Administration | 23548501-590025-10415 | 58,670 |
| Revenue | HOME Grant | 23448501-431010-10415 | 797,482 |
| | | | |
| DEQ | | | |
| Construction Costs | Chemical Booster Station | 6557510-573025-75101 | 975,000 |
| Engineering Costs | Chemical Booster Station | 6557510-573025-75101 | 270,000 |
| Grant Adminstration Cost | Consulting Services | 6557510-532017-75101 | 20,000 |
| Legal Costs | Attorney | 6557510-532010-75101 | 37,000 |
| Other | Oper & Mangmt Fees | 6557510-590020-75101 | 598,000 |
| Revenue | Other State Grants | 6547510-431014-75101 | 1,900,000 |

JAG

### Goals

Goal 1 - To obtain advanced technology to allow Detectives and Deputies with the RCSO to extract digital data from cellphones and smart phones that potential suspects possess. Being able to extract the information in the field after building a rapport with a potential suspect would be the ideal situation, but this technology can also be used after a cellphone is seized via the use of a search warrant. This technology could prevent crucial evidence from being lost by the push of a button.

### Objectives

| Objective 1 | Performance Measure | Evaluation Method |
|---|---|---|
| To provide RCSO Deputies and Detectives with advanced technology, that they currently do not possess, that will allow them to extract cellphone data in the field before it can be deleted by a potential suspect. With cellphones being owned by almost 95% of Americans, these personal cellphones can be filled with valuable evidence that could allow investigators to consensually gain evidence that could lead to a quick resolution in an investigation and possible arrest(s). | Once this advanced technology has been purchased, it will be placed with Detectives for use whenever it is needed. The supervisors for the Criminal Investigation Unit and the Special Investigators Unit will keep a log detailing information about any investigation that this new equipment is used in. Information will be recorded as to the type of case, # of cellphones analyzed for information & if pertinent case information was located, number of arrests in the case, and final disposition. | Once a year's worth of the performance measures are collected, this will be reviewed by the RCSO Command Staff to evaluate the effectiveness of the equipment. Records will be recorded as to how many times the equipment was used, how many times the equipment was successful in extracting important case information. It will also be noted if the equipment was used with suspect consent, and how many times it was used after obtaining a search warrant. Notes will be made if any improvements are needed. |

### Budget Summary

This project requires a match of 0%. This can be either cash match or in-kind match. If your have not met the required match, you can change the match contributions by clicking the link next to each budget line. Matching funds may include local, state or private funds, but not other federal funds.

| Category | Year 1 | Total |
|---|---|---|
| EQUIPMENT | $24,250.00 | $24,250.00 |
| SUPPLIES | $250.00 | $250.00 |
| Total Budget | $24,500.00 | $24,500.00 |
| (-)Match Funds | $0.00 | $0.00 |





| Category | Year 1 | Total |
|---|---|---|
| TOTAL FEDERAL REQUEST | $24,500.00 | $24,500.00 |

Describe amount & source of matching funds:
Matching funds may include local, state or private funds, but not other federal funds. There is no matching funds required for this grant per the instructions provided by the NC Governor's Crime Commission.

Do you need to request for match waiver? If yes, state the reasons below. Else leave the field blank.
Please note: A request for match waiver does not guarantee the waiver will be granted. There is no matching funds required for this grant per the instructions provided by the NC Governor's Crime Commission.

Indirect Costs: Direct (Allocated) Costs Only.

### Budget Details

| Description | Quantity | Unit Cost | Total | Cash Match | Federal Share |
|---|---|---|---|---|---|
| UFED Touch 2 Ultimate Kit (Rugged) for Law Enforcement | 2.00 | $12,125.00 | $24,250.00 | $0.00 | $24,250.00 |
| Supporting supplies for UFED Touch 2 Kits | 2.00 | $125.00 | $250.00 | $0.00 | $250.00 |

**ROWAN COUNTY**

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To budget HOME ARPA Grant

Prepared by: Teresa Sharpless

Date: 7/10/2023

BUDGET INFORMATION:

| ACCOUNT TITLE | R/E | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| Rehabilitation | E | 23548501-590030-10415 | 554,109.00 | |
| Rental Assistance | E | 23548501-590023-10415 | 184,703.00 | |
| Administration | E | 23548501-590025-10415 | 58,670.00 | |
| HOME Grant | R | 23448501-431010-10415 | 797,482.00 | |

| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ✓ | | Approved: | Budget Revision # 01-188 |
| Disapproved: | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: 7/10/23 | | Date: | Posted by: |
| Signature: Anna Bumgarner | | Signature: | Approved by: |

| JAG Grant | Account Name | Account Number for BA | |
|---|---|---|---|
| Equipment | C/A Equipment | 1154417-575000-44171 | 24,250 |
| Supplies | Other Small Equip | 1154417-561095-44171 | 250 |
| Revenue | Justice Ast Reimb Grant | 1144417-431018-44171 | 24,500 |
| | | | |
| HOME ARPA | | | |
| Project Funds | Rehabilitation | 23548501-590030-10415 | 554,109 |
| Project Funds | Rental Assistance (New Acct) | 23548501-590023-10415 | 184,703 |
| Administrative Costs | Administration | 23548501-590025-10415 | 58,670 |
| Revenue | HOME Grant | 23448501-431010-10415 | 797,482 |
| | | | |
| DEQ | | | |
| Construction Costs | Chemical Booster Station | 6557510-573025-75101 | 975,000 |
| Engineering Costs | Chemical Booster Station | 6557510-573025-75101 | 270,000 |
| Grant Adminstration Cost | Consulting Services | 6557510-532017-75101 | 20,000 |
| Legal Costs | Attorney | 6557510-532010-75101 | 37,000 |
| Other | Oper & Mangmt Fees | 6557510-590020-75101 | 598,000 |
| Revenue | Other State Grants | 6547510-431014-75101 | 1,900,000 |

## 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 Activities: HOME -ARP

| | |
|---|---|
| • Create and Develop Non-Congregate Housing - | $554, 109 |
| • Tenant Based Rental Assistance and Support Services - | $184, 703 |
| • General Program Administration - | $58, 670 |
| **TOTAL HOME-ARP Funds** | **$797, 482** |

**II (b) Project Description.** Please provide a **detailed narrative description** of the project below (or on an attached page), addressing all of the following questions. Please check each box below to show that you have addressed the question, and insert information directly in blank space below question. Where the question is not applicable or no information is available, insert N/A.

Over 75% of Rowan County respondents that participated in the Consortium's on-line HOME-ARP survey indicated this community needed more non-congregate housing. In support of this need, Rowan County will prioritize use of its HOME-ARP funds to establish a program with allowable administrative funds to solicit and evaluate applications for proposals that create non-congregate housing and fund a project(s) that supports veterans, homeless or those at-risk of homelessness through the acquisition, rehabilitation, or construction of non-congregate housing. Program funding for this initiative may be used for development hard costs and related soft costs.

As the aforementioned survey also identified that qualifying households in the community cannot afford housing and housing related costs such as rental assistance, the County will allocate a portion of its funds in support of tenant based rental assistance. Rowan County intends to solicit applications seeking a provider to administer and distribute these funds. Priority may be given to a provider(s) that demonstrates their current or proposed program is able to incorporate support services for homeless prevention and housing counseling services.

**ROWAN COUNTY**

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To budget Water Department NCDEQ Grant

Prepared by: Teresa Sharpless

Date: 7/10/2023

BUDGET INFORMATION:

| ACCOUNT TITLE | R/E | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| Chemical Booster Station | E | 6557510-573025-75101 | 975,000.00 | |
| Chemical Booster Station | E | 6557510-573025-75101 | 270,000.00 | |
| Consulting Services | E | 6557510-532017-75101 | 20,000.00 | |
| Attorney | E | 6557510-532010-75101 | 37,000.00 | |
| Operation & Management Fees | E | 6557510-590020-75101 | 598,000.00 | |
| Other State Grants | R | 6547510-431014-75101 | 1,900,000.00 | |

| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ✓ | | Approved: | Budget Revision # 01-189 |
| Disapproved: | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: 7/10/23 | | Date: | Posted by: |
| Signature: Anna Burgess | | Signature: | Approved by: |

| JAG Grant | Account Name | Account Number for BA | |
|---|---|---|---|
| Equipment | C/A Equipment | 1154417-575000-44171 | 24,250 |
| Supplies | Other Small Equip | 1154417-561095-44171 | 250 |
| Revenue | Justice Ast Reimb Grant | 1144417-431018-44171 | 24,500 |
| | | | |
| HOME ARPA | | | |
| Project Funds | Rehabilitation | 23548501-590030-10415 | 554,109 |
| Project Funds | Rental Assistance (New Acct) | 23548501-590023-10415 | 184,703 |
| Administrative Costs | Administration | 23548501-590025-10415 | 58,670 |
| Revenue | HOME Grant | 23448501-431010-10415 | 797,482 |
| | | | |
| DEQ | | | |
| Construction Costs | Chemical Booster Station | 6557510-573025-75101 | 975,000 |
| Engineering Costs | Chemical Booster Station | 6557510-573025-75101 | 270,000 |
| Grant Adminstration Cost | Consulting Services | 6557510-532017-75101 | 20,000 |
| Legal Costs | Attorney | 6557510-532010-75101 | 37,000 |
| Other | Oper & Mangmt Fees | 6557510-590020-75101 | 598,000 |
| Revenue | Other State Grants | 6547510-431014-75101 | 1,900,000 |

**5. Project Description**

In July 2018, the Northeast Rowan County water system began distributing public water supply to customers who were previously supplied from private groundwater wells. Northeast Rowan County is a consecutive system that obtains water from Salisbury-Rowan Utilities (SRU) and serves a population of approximately 445 people. Rowan County owns the water system, and SRU serves as the Operator in Responsible Charge (ORC). SRU operates a water treatment plant which supplies the City and Northeast Rowan County systems. Northeast Rowan County and its ORC have performed semi-annual tap sampling for LCR compliance starting in July 2018.

The system's 90th percentile lead concentration has exceeded the Action Level during many of these sampling events with no source of lead in the public water supply, thus, the County and ORC have taken action to support the reduction of lead concentrations in homes in the system by altering treatment techniques to best prevent the leaching of lead from the private plumbing systems.

In an effort to obtain compliance and provide their customers with safe drinking water, NEWS began a corrosion study partnering with Hazen and Sawyer and Virginia Polytechnic Institute and State University. As a result of this study and under direction of NCDEQ, it was recommended that the NEWS install a chemical booster station capable of adjusting pH and adding a corrosion inhibitor at the point of entry. Since that time the chemical booster station has been designed, constructed, and placed online.

The chemical booster station includes a conditions structure containing chemical feed systems to add caustic to control pH and corrosion inhibitor to maintain a minimum concentration of phosphate. Installed chemical feed systems include feed pumps, chemical drums, containment areas, instrumentation and a 30-day supply of each chemical. Safety features include emergency shower/eyewash station, alarms for operation including overfeeding, spills, and loss of power, and fencing to prevent uncontrolled site access. A chemical injection manhole was supplied for operations and maintenance of chemical feed injection points, a pH meter and the installation of an inline mixer to ensure proper chemical dispersion into the water supply.

**6. Project Budget**

| | Division Funding Requested | Other Secured Funding Source(s) | Total Cost Amount |
|---|---|---|---|
| Indicate construction costs by line item (e.g., linear feet of different-sized lines) | | | |
| **Construction Costs** | 975,000 | | 975,000 |
| **Engineering Costs** | 270,000 | | 270,000 |
| **Administration Costs** | | | |
| Planning | | | |
| Easement Preparation | | N/A | |
| Grant Administration (if applicable) | 20,000 | | 20,000<br>000 |
| Loan Administration (if applicable) | | | |
| ER Preparation | | | |
| Environmental Documentation Preparation | | N/A | |
| Legal Costs | 37,000 | | 37,000 |
| Other | 598,000 | | 598,000 |
| ***Administration Subtotal:*** | | ***N/A*** | |
| **TOTAL PROJECT COST:** | **1,900,000** | **N/A** | **1,900,000** |

**ROWAN COUNTY**

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To transfer budget to cover additional 14 employees bonus pay at the Detention Center

Prepared by: Teresa Sharpless

Date: 7/10/2023

BUDGET INFORMATION:

| ACCOUNT TITLE | R/E | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| Salaries | E | 1154420-510005 | 36,400 | |
| Contingency | E | 1154112-599000 | 36,400 | |
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| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ✓ | | Approved: | Budget Revision # 01-190 |
| Disapproved: | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: 7/10/23 | | Date: | Posted by: |
| Signature: Anna Bumgarner | | Signature: | Approved by: |

## Sharpless, Teresa F.

**From:** Bumgarner, Anna R
**Sent:** Monday, July 10, 2023 10:37 AM
**To:** Sharpless, Teresa F.
**Subject:** FW: Position numbers for Shift Stipend

Please do a BA to move $36,400 from contingency to cover the additional 14 team members not included in the bonus for the detention center.

Anna

**From:** Natoli, Kelly D <Kelly.Natoli@rowancountync.gov>
**Sent:** Monday, July 10, 2023 9:35 AM
**To:** Owens, Jason <Jason.Owens@rowancountync.gov>; Shoemaker, Charles R <Charles.Shoemaker@rowancountync.gov>
**Cc:** Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
**Subject:** RE: Position numbers for Shift Stipend

Thanks! Rae if you can confirm that the Socat team is included in the 117 then I think we are good to go and Anna will then prepare a budget amendment.

ROWAN COUNTY
NORTH CAROLINA
*Be an original.*

Kelly Natoli | Assistant County Manager/HR Director
**Human Resources**
130 W. Innes St., Salisbury, NC 28144
**[p]** 704-216-8105 **[f]** 704-216-8110
www.rowancountync.gov

**From:** Owens, Jason <Jason.Owens@rowancountync.gov>
**Sent:** Monday, July 10, 2023 9:23 AM
**To:** Natoli, Kelly D <Kelly.Natoli@rowancountync.gov>; Shoemaker, Charles R <Charles.Shoemaker@rowancountync.gov>
**Subject:** Re: Position numbers for Shift Stipend

The SOCAT Squad has Deputies, Corporals, and one Sergeant. They should be included in the 117.

It looks good to me, unless Lt Shoemaker notices anything that needs to be corrected.

Thank you again for working on this!

Jason

---

**From:** Natoli, Kelly D <Kelly.Natoli@rowancountync.gov>
**Date:** Monday, July 10, 2023 at 6:42 AM

**To:** Owens, Jason <Jason.Owens@rowancountync.gov>, Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
**Cc:** Shoemaker, Charles R <Charles.Shoemaker@rowancountync.gov>, Allen, Joe T. <travis.allen@rowancountync.gov>
**Subject:** RE: Position numbers for Shift Stipend

Hi everyone...I want to clarify one thing, which I added to our wording until I hear otherwise. But I know that there are members of the SOCAT team with a title other than Deputy, so I added them to our wording. Am I correct? Also if I am correct, are the members of the SOCAT team already part of the 117 number Jason provided?

In the FY24 budget Rowan County Sheriff's Office was approved for patrol deputies and detention officers to receive $2,600 annually for patrol and detention bonus pay. The budgeted included pay for 55 patrol deputies and SOCAT and 48 detention officers. After reviewing these numbers, it was realized that not all detention officers were included in the total and an additional 14 need to be added. This will bring the total to receive this bonus from 103 to 117. We also need to clarify the positions that will receive the bonus. The position titles that will receive this bonus are specific positions on patrol, at the detention center, and members of the SOCAT Team with the titles of Deputy, Lieutenant, Sergeant, Corporal, Detention Officer, Detention Corporal, Detention Sergeant, and Detention Lieutenant. This pay will be retro pay back to July 1, 2023.

BOC to approve specific Sheriff Office employees ranked Lieutenant and below that work on patrol, SOCAT and detention center to receive bonus pay of $2,600 as of July 1, 2023.

ROWAN COUNTY
NORTH CAROLINA
*Be an original.*

Kelly Natoli | Assistant County Manager/HR Director
**Human Resources**
130 W. Innes St., Salisbury, NC 28144
**[p]** 704-216-8105 **[f]** 704-216-8110
www.rowancountync.gov

---

**From:** Owens, Jason <Jason.Owens@rowancountync.gov>
**Sent:** Saturday, July 8, 2023 6:44 PM
**To:** Natoli, Kelly D <Kelly.Natoli@rowancountync.gov>; Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
**Cc:** Shoemaker, Charles R <Charles.Shoemaker@rowancountync.gov>; Allen, Joe T. <travis.allen@rowancountync.gov>
**Subject:** Re: Position numbers for Shift Stipend

The magic number is 117. The court security position is a patrol deputy. We are not sure why it was listed that way? I believe Shoemaker met with you the other day to see how that could be corrected. The total including that position would be 117.

Thank you both very much for working on these things!

Jason

---

**From:** Natoli, Kelly D <Kelly.Natoli@rowancountync.gov>
**Date:** Saturday, July 8, 2023 at 6:39 PM
**To:** Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
**Cc:** Shoemaker, Charles R <Charles.Shoemaker@rowancountync.gov>, Allen, Joe T. <travis.allen@rowancountync.gov>, Owens, Jason <Jason.Owens@rowancountync.gov>
**Subject:** Re: Position numbers for Shift Stipend

Thanks everyone. Anna let me write this up for you so you don't have to and send to you tomorrow. If you are okay with the wording I can put it on the agenda.

Kelly Natoli

On Jul 8, 2023, at 1:22 PM, Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov> wrote:

Do we still need to have 121 spots budgeted for? I think what you are saying is that some of the people are covering 2 spots right now but maybe that is only because you are short staffed? Also Position 160191 on the list is for Court Security. I think that is an error can you confirm highlighted in yellow on the attached sheet.

Below is how I think we need to word the agenda item but I need to verify the number of additions and if I have the position descriptions correct.

Anna

Agenda Item:

In the FY24 budget Rowan County Sheriff's Office was approved for patrol deputies and detention officers to receive $2,600 annually for patrol and detention bonus pay. The budgeted included pay for 55 patrol deputies and SOCAT and 48 detention officers. After reviewing these numbers the it was realized that not all detention officers were included in the total and an additional 18 needs to be added. This will bring the total to receive this bonus from 103 to 121. We also need to clarify the positions that will receive the bonus. The position descriptions that will receive this bonus are on patrol and at the detention center with the titles of Lieutenant, Sergeant, Corporal, Deputy, Deputy-Detention and Detention Officer. This pay will be retro pay back to July 1, 2023.

BOC to approve Sheriff Office employees ranked Lieutenant and below that work on patrol, SOCAT and detention center to receive bonus pay of $2,600 as of July 1, 2023.

**From:** Shoemaker, Charles R <Charles.Shoemaker@rowancountync.gov>
**Sent:** Friday, June 30, 2023 2:21 PM
**To:** Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
**Cc:** Allen, Joe T. <travis.allen@rowancountync.gov>; Owens, Jason <Jason.Owens@rowancountync.gov>
**Subject:** Position numbers for Shift Stipend

Ms. Bumgarner,

Attached is the list of Position numbers of the 121 spots that Sheriff Allen and Chief Owens spoke with you about. I went through the list of employees and positions, and cross referenced it against Radio List and Munis. After looking over and comparing all the list this is what I came up with. I have 117 spots that I can provide names and numbers for. The difference from 121 and 117 is due to a quick count on my end and not catching that a couple officers were listed in two spots such as a deputy assigned to detention showed up on patrol and detention, or a Lieutenant that runs two squads in the Detention center showing on both squads list.

If you have any questions about the list, just let me know and I will go over how I came up with this.

1st Lt. Charles Shoemaker
Rowan County Sheriff's Office
Ext. 8673
<Copy of Shift Stipend.xlsx>

**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:** | 07-10-23 |
| **SUBJECT:** | Sheriff's Office Bonus Pay |

---

In the FY24 budget Rowan County Sheriff's Office was approved for patrol deputies and detention officers to receive $2,600 annually for patrol and detention bonus pay. The budgeted included pay for 55 patrol deputies and SOCAT and 48 detention officers. After reviewing these numbers, it was realized that not all detention officers were included in the total and an additional 14 need to be added. This will bring the total to receive this bonus from 103 to 117. We also need to clarify the positions that will receive the bonus. The position titles that will receive this bonus are specific positions on patrol, at the detention center, and members of the SOCAT Team with the titles of Deputy, Lieutenant, Sergeant, Corporal, Detention Officer, Detention Corporal, Detention Sergeant, and Detention Lieutenant.

BOC to approve 117 specific Sheriff Office employees ranked Lieutenant and below that work on patrol, SOCAT and detention center to receive bonus pay of $2,600 as of July 1, 2023.

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Kelly Natoli, Assistant County Manager/HR Director |
| **DATE:** | 07-10-23 |
| **SUBJECT:** | Clothing Allowance for Detective Division |

---

In the FY24 budget Rowan County Sheriff's Office was approved for detectives to receive $2,600 annually for clothing allowance. We need to clarify which positions that are in the Detective Division that are eligible. Positions in the Criminal Investigation Division and SIU divisions will receive the clothing allowance including the titles of Lieutenant, Sergeant, Corporal, Detective, and Civilian Evidence Technician. This change will be effective beginning on the payroll scheduled for 07-28-23.

BOC to approve a clothing allowance for Lieutenants, Sergeants, Corporals, Detectives, and the Civilian Evidence Technician in the CID and SIU detective divisions.

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

**FROM:** Aaron Poplin
**DATE:** 6/29/23
**SUBJECT:** Consider PE 04-23; Dragon Boat Festival

---

The Rowan County Chamber of Commerce is requesting a Permit to Exceed for the ninth annual Rowan Chamber Dragon Boat Festival on July 22nd, 2023, at the Shrine Club, 6480 Long Ferry Rd, on High Rock Lake. The Dragon boat races are part of a day-long lakeside festival that will raise money for small business programs here in Rowan County. The applicant expects the festival to attract around 3,500 people.

1. Receive staff report
2. Petitioner comment
3. Public comment
4. Approve / deny PE 04-23

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Staff Report | 6/29/2023 | Cover Memo |
| Site Plan | 6/29/2023 | Cover Memo |
| GIS Map | 6/29/2023 | Cover Memo |
| Application | 6/29/2023 | Cover Memo |

# Rowan County Planning and Development Department

402 North Main Street, Suite 204 • Salisbury, N.C. 28144-4341
Main: 704-216-8588 Fax: 704-216-7986


## MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners
FROM: Aaron Poplin, Planner
DATE: June 30, 2023
RE: **PE 04-23**

**SUGGESTED BOARD OF COMMISSIONERS ACTION**

❒ Receive staff report ❒ Receive public comments
❒ Discuss request ❒ Approve / Deny / Table **PE 04-23**

**REQUEST**

The Rowan County Chamber of Commerce is requesting a Permit to Exceed for the ninth annual Rowan Chamber Dragon Boat Festival on July 22nd, 2023, at the Shrine Club, 6480 Long Ferry Rd, on High Rock Lake. The Dragon boat races are part of a day-long lakeside festival that will raise money for small business programs here in Rowan County. The applicant expects the festival to attract around 3,500 people.

According to Section 14-10 of the Noise Ordinance, *"It shall be unlawful for any person, group, event or business to play, use or otherwise operate any sound amplification equipment (to include radio, tape player, stereos, etc.) emitting sound that is unreasonable, frequent and continued with such volume at any time on any given day of the week, in a manner which may annoy or disturb the quiet, comfort or repose of the general public. This provision is applicable when the source of the noise is plainly audible to the responding law enforcement officer at a distance of one hundred (100) feet."*

However, Section 14-12 provides an opportunity to exceed the amplified sound standards in the form of a "permit to exceed" when the event is open to the public.

**APPLICATION REVIEW**

As provided in Section 14-12 (c) of the Rowan County Noise Ordinance, the following criteria shall be considered in issuing or denying an application for a permit to exceed:

1. The timeliness of the application
   *Finding*: Planning Staff received this application on June 6th well in advance for consideration on July 17th.

2. The nature of the requested activity
   *Finding:* This event is a lakeside festival with boat races, games, and food vendors.

3. Previous experience with the applicant.
   *Finding:* This is the nineth annual Dragon Boat festival hosted by the Rowan County Chamber of Commerce. The only issues in years past are an increase in vehicle traffic in the area. In 2015 an additional parking area, with trolley shuttle, was added at the corner of Long Ferry Rd and Hedrick Lambe Drive to alleviate parking issues.

4. The time of the event.
   *Finding:* The event will begin on Saturday July 22nd at 8:00am, and end at 5:00pm the same day.

5. Other activities in the vicinity of the proposed event.
   *Finding:* None to knowledge.

6. Frequency of the event.
   *Finding:* Annually.

7. Cultural or social benefits of the proposed event.
   *Finding:* The applicant expects to attract an estimated 3,500 people in hopes of raising money for Rowan County Chamber of Commerce small business programs.

8. The effect of the activity on any adjacent residential area.
   *Finding:* see attached map of area properties.

9. Previous violations, if any, by the applicant.
   *Finding:* None.

10. Adjoining property owners surrounding the location are notified by the Planning Department or applicant at least seventy-two (72) hours prior to consideration by the Board of Commissioners.

    *Finding:* The Planning Department provided mailed notice to property owners within 100 feet of the event and posted a sign on June 29th regarding this application (18 days notice before the BOC meeting and three weeks before the event).

| | |
|---|---|
| **STAFF COMMENTS** | Based on the above 10 standards, this application meets all necessary criteria for approval. |

ROWAN CHAMBER

# DRAGON BOAT FESTIVAL

# Saturday, July 22, 2023

## 6480 Long Ferry Road, Salisbury, NC




### Exhibitors

- Backcountry and Beyond
- Communities In Schools Rowan
- Families First • Food Lion Feeds
- Goat Boxco • Healthy Blue NC
- High Rock Lake Association
- Kinetic by Windstream
- Leaf Filter Gutter Protection
- Osterhus Outdoors Fiberglass Pools
- PKS Kitchen Remodeling
- Rowan Helping Ministries
- Tami Pope Originals • Healthy Rowan

### Food Vendors

- Boardwalk Baker Cheesecakes
- Cheerwine / Water
- Dolce Italian Ice
- High Rock Kettlecorn
- Hot Dog Shack
- KB Deal Ice Cream
- Lobster Dogs
- Mollie's Minis & More
- New Sarum Brewing Company
- Teriyaki Chicken
- The Little Piggy
- United Beverage
- Windmill Springs Vineyard

Map courtesy of Salisbury Post

ROWAN CHAMBER
Chamber of Commerce
*Be an original.*

### Thanks to Our Sponsors

Hotwire Communications
Novant Health, Trinity Oaks, Lutheran Services Carolinas , Cardinal Tire / Matangira Recycling,
Catawba College, Salisbury Post
Visit Rowan County
Ahold Delhaize / Food Lion
Atrium Health, Duke Energy
F & M Bank, Livingstone College
Southern Power Company
State Employees Credit Union
Cube Yadkin Generation LLC
The Fish Bowl, Fisher Realty
Godley's Garden Center
Healthcare Management Consultants
Healthy Blue NC
High Rock Lake Association
Walser Technology Group

# PE 04-23
# Site Map

ROWAN COUNTY
NORTH CAROLINA
*Be an original.*




This map was prepared from the Rowan County, NC Geographic Information System. Rowan County has made substantial efforts to ensure the accuracy of the location and labeling information on this map. Rowan County promotes and recommends the independent verification of any digital data contained on this product by the user. Rowan County makes no warranty or other assertion as to the fitness of the maps for any particular purpose and neither Rowan County nor it's agents or employees shall be liable for any claim alleged to have resulted from any use thereof.

## Legend

- Site
- Parcels



**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 # PE 04-23
Date Filed 6/6/23
Received By Aaron
Amount Paid $50
**Office Use Only**

## PERMIT TO EXCEED NOISE ORDINANCE APPLICATION

OWNERSHIP INFORMATION:

Name: Rowan Shrine Club - Mark Shores
Signature: Elaine Spalding Mark Shores
Phone: 704-202-3389 Email: mark@performance-coating.com
Address: 6480 Long Ferry Road, Salisbury, NC 28145

APPLICANT / AGENT INFORMATION:

Name: Rowan Chamber of Commerce, Elaine Spalding, President
Signature: Elaine Spalding
Phone: 704-633-4221 Email: espalding@rowanchamber.com
Address: 204 E. Innes Street, Suite 110, Salisbury, NC 28144

PROPERTY DETAILS:

Tax Parcel: 612 003 Size (sq.ft. or acres): 7.9
Location of Event: 6480 Long Ferry Road, Salisbury, NC 28144
Current Land Use: Civic Club Zoning District: RA

PURPOSE:

State Purpose of Request:
Dragon Boat Festival is a Chamber fundraiser to support small business programs. Request use of speakers for race annoucements and music.

Date(s) of event: July 22, 2023 Begin Time: 8 a.m. End Time: 5 p.m.
Anticipated Number of Attendees: 3500

SITE PLAN:

Applicant must attach a site plan depicting property lines, location of loudspeakers or other sound producing devices, driveway(s), parking areas, restroom facilities, and any other information necessary to evaluate the request.

**OFFICIAL USE ONLY**

1. Signature of Coordinator: _____ 2. Board of Commissioners Meeting: 7/17/23 3. Notifications Mailed: 6/29/23 4. Property Posted: 6/29/23 5. Board of Commissioners 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:** | Shane Stewart, Assistant Planning Director |
| **DATE:** | June 30, 2023 |
| **SUBJECT:** | Consider PE 05-23: Float the Goat |

---

Mikey Wetzel is requesting a permit to exceed the noise ordinance standards for a free concert termed "Float the Goat", which would feature live music played from a floating stage (or pontoon boat) near "Goat Island" on High Rock Lake on Sunday, August 6th with a backup date of August 13th between 2:00 PM and 5:00 PM

1. Receive staff report
2. Applicant comments
3. Receive public comment
4. Discuss request
5. Approve, approve with conditions, deny, or table PE 05-23

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Staff Report | 6/30/2023 | Exhibit |
| Application / Site Plan | 6/30/2023 | Exhibit |
| Map of Property Owners Notified | 6/30/2023 | Exhibit |

Rowan County Department of Planning & Development
402 North Main Street – Suite 204 – Salisbury, NC 28144
Phone: (704) 216-8588 www.rowancountync.gov/planning

**MEMORANDUM**

TO: Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: June 30, 2023
RE: **PE 05-23; Float the Goat**

**SUGGESTED BOARD OF COMMISSIONERS ACTION**

❒ Receive staff report ❒ Applicant comments ❒ Receive public comment
❒ Discuss request ❒ Approve / Deny / Table **PE 05-23**

**REQUEST**

Mikey Wetzel is requesting a permit to exceed the noise ordinance standards for a free concert termed "Float the Goat", which would feature live music played from a floating stage (or pontoon boat) near "Goat Island" on High Rock Lake on Sunday, August 6th with a backup date of August 13th between 2:00 PM and 5:00 PM (see attached map for additional reference).

According to Section 14-10 of the Noise Ordinance, *"It shall be unlawful for any person, group, event or business to play, use or otherwise operate any sound amplification equipment (to include radio, tape player, stereos, etc.) emitting sound that is unreasonable, frequent and continued with such volume at any time on any given day of the week, in a manner which may annoy or disturb the quiet, comfort or repose of the general public. This provision is applicable when the source of the noise is plainly audible to the responding law enforcement officer at a distance of one hundred (100) feet."*

However, Section 14-12 provides an opportunity to exceed the amplified sound standards in the form of a "permit to exceed" when the event is open to the public.

**APPLICATION REVIEW**

As provided in Section 14-12 (c) of the Rowan County Noise Ordinance, the following criteria shall be considered in issuing or denying an application for a permit to exceed:

1. The timeliness of the application.

*Finding*: Planning Staff received the application on June 26th for consideration at the July 17th meeting. Adjoining property notices were mailed on June 30th.

2. The nature of the requested activity.

   *Finding:* The described event would be a unique opportunity for the boating public to enjoy live music consisting of "popular radio songs, country and classic rock" on the open waters of High Rock Lake. The applicant is proposing to mitigate the noise impacts on the area by positioning the speakers towards the island and away from nearest residences.

3. Previous experience with the applicant.

   *Finding:* Mr. Wetzel held similar live music events at the same location in 2019 and 2022. According to 911 records, no calls were logged for the event in 2022. At the time of this memo, no comments were received from an email sent to emergency personnel regarding the petition or recommendation to the BOC.

4. The time of the event.

   *Finding:* The event will take place August 6th or 13th from 2:00 PM until 5:00 PM.

5. Other activities in the vicinity of the proposed event.

   *Finding:* None to knowledge.

6. Frequency of the event.

   *Finding:* While not specifically stated, this appears to be a yearly event.

7. Cultural or social benefits of the proposed event.

   *Finding:* The applicant is anticipating 500 attendees around the island, which, according to the applicant, is a common area of the lake where large numbers of boaters gather on weekends. Most events associated with permit to exceed requests are associated with a non-profit or contain a fundraising element for a specific cause.

8. The effect of the activity on any adjacent residential area.

*Finding:* According to emergency services staff, this area is accustomed to a significant gathering of boaters with 100-200 people on many weekends. As with the event in 2019 and 2022, staff emailed Emergency Management, Sheriff's Office, Miller Ferry Fire Department, NC wildlife, and Eagle Creek regarding the event. No concerns have been expressed based on last year's event or the current.

9. Previous violations, if any, by the applicant.

   *Finding:* None.

10. Adjoining property owners surrounding the location are notified by the Planning Department or applicant at least seventy-two (72) hours prior to consideration by the Board of Commissioners.

    *Finding:* Staff mailed notice to owners of 129 parcels located along the shoreline nearest the event on June 30th (see map).

**STAFF COMMENTS** Assuming there are no complications with Cube Hydro, this request meets all standards for approval.

**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 # **PE** 05-23
Date Filed 6/26/23
Received By SAS
Amount Paid $50.00 cc

**Office Use Only**

# PERMIT TO EXCEED NOISE ORDINANCE APPLICATION

OWNERSHIP INFORMATION:

Name: _____

Signature: _____

Phone: _____ Email: _____

Address: _____

_____

APPLICANT / AGENT INFORMATION:

Name: _____

Signature: _____

Phone: _____ Email: _____

Address: _____

_____

PROPERTY DETAILS:

Tax Parcel: _____ Size (sq.ft. or acres):_____

Location of Event: _____

Current Land Use: _____ Zoning District: _____

PURPOSE:

State Purpose of Request:

_____

_____

Date(s) of event: _____ Begin Time: _____ End Time: _____

Anticipated Number of Attendees: _____

SITE PLAN:

This is a repeat of a successful event we did back in 2019 and 2022: a free show with live music, open to the public, on High Rock Lake . We'll put a floating stage (either a floating section of a pier, or stripped pontoon boat) out near "Goat Island" (which is on the Rowan County side of the lake, near Goodman Lake Rd.), and anchor it with pontoon boats. The stage will host a live, full band, with guitar, singer, drum kit, and amplified sound. The event will be on a Sunday, and the band will play from 2-5pm. The music is popular radio songs, country and classic rock, and is all-ages, family-friendly.

The area is chosen because this is already a popular area for people to park boats, tie-up, and listen to (sometimes loud) music. To dumb down our event, we are just controlling the music. The people will already be there, but will word-of-mouth, it's anticipated this event will easily benefit over 500 people. The area, between Goat Island and the lake shore to the WSW, is almost entirely surrounded by undeveloped land. To be respectful of the one resident in the vicinity (1500 feet to the SSE) of the island, the event is being held on a Sunday afternoon. (And again, is family friendly.)

Speakers will direct amplified music both towards and away from the island. As in years past, music will not be directed to the one residence (to the SSE), but rather roughly to the WSW, 90 degrees orthogonal.

The organizer aims to make this a safe event and is asking the NC Wildlife and Rowan County Rescue Squad to again provide on-water support as they did in both 2019 and 2022.

Please see attached map.

---

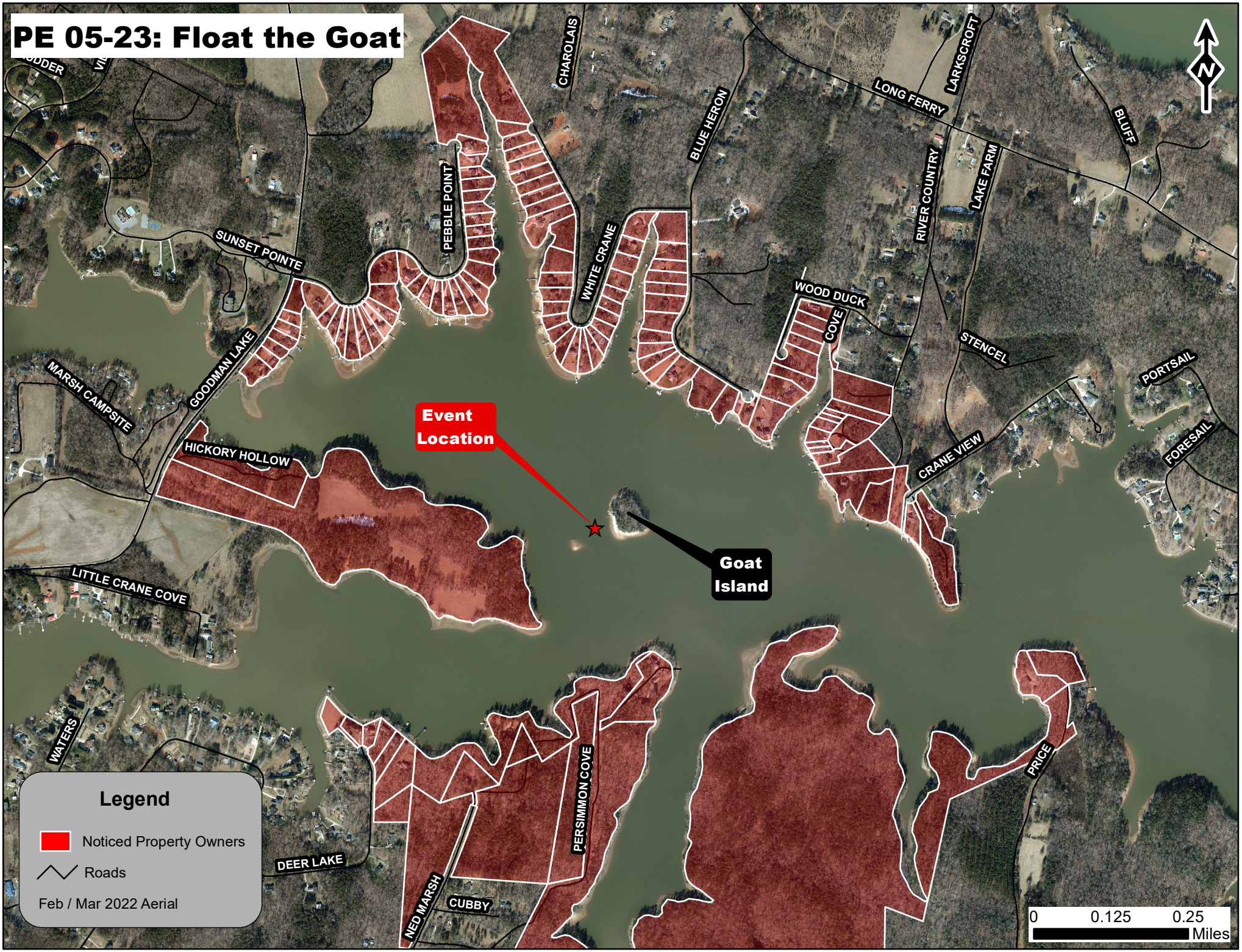
**OFFICIAL USE ONLY**

1. Signature of Coordinator: _____ 2. Board of Commissioners Meeting: 7 / 17 / 23 3. Notifications Mailed: 6 / 30 / 23 4. Property Posted: /N/A / 5. Board of Commissioners Action: Approved _____ Denied _____ 6. Date Applicant Notified: / /

---

Map of event. The Yellow rectangle represents the floating stage. The yellow lines indicate how speakers will direct music outward from the stage. The only house in the area is the lower right, about 1500 feet away. The rest of the shore is undeveloped.




PE 05-23: Float the Goat
CHAROLAIS
LONG FERRY
LARKSCROFT
BLUE HERON
BLUFF
RIVER COUNTRY
LAKE FARM
PEBBLE POINT
WHITE CRANE
SUNSET POINTE
WOOD DUCK
COVE
STENCEL
PORTSAIL
FORESAIL
GOODMAN LAKE
MARSH CAMPSITE
Event Location
HICKORY HOLLOW
CRANE VIEW
Goat Island
LITTLE CRANE COVE
WATERS
PERSIMMON COVE
PRICE
DEER LAKE
NED MARSH
CUBBY
N
Legend
Noticed Property Owners
Roads
Feb / Mar 2022 Aerial
0
0.125
0.25
Miles

**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:** | Scott Shelton, Vice President, Rowan EDC |
| **DATE:** | July 7, 2023 |
| **SUBJECT:** | Public Hearing & Summary Presentation - EDC 'Project Swarm' |

---

The Rowan EDC will give a presentation regarding an incentive request from 'Project Swarm.'

The company is considering Rowan County for a new distribution facility.

If Rowan is chosen, the company would create 112 well-paying jobs over the next six years and invest approximately $41 million in construction and new equipment

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Executive Summary | 7/7/2023 | Cover Memo |
| Grant Application Certification Form | 7/10/2023 | Cover Memo |

July 7, 2023

ROWANEDC

PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC

*Be an original.*

ECONOMIC IMPACT SUMMARY

# SUMMARY OF PROPOSED LOCATION OF PROJECT SWARM IN ROWAN COUNTY

ROWAN COUNTY
NORTH CAROLINA
*Be an original.*

Submitted by:
The Rowan EDC

ROWANEDC
PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC
*Be an original.*

July 7, 2023

The Honorable Gregory C. Edds and
Rowan County Board of Commissioners
130 West Innes Street
Salisbury, NC 28144

*Re: Summary of Proposed Location of Project Swarm in Rowan County*

Dear Chairman Edds and County Commissioners:

On behalf of the Rowan EDC, please allow me to present to you this summary of the proposed location of Project Swarm in Rowan County.

We are optimistic that, with your support, this project will reach a successful conclusion, creating new employment and expanding the nonresidential tax base in the County. This document addresses the primary drivers and impacts of the project and is designed to provide you with the information necessary to consider their request for assistance.

We sincerely hope that you find this document a useful resource as you consider this matter. We have spent substantial efforts to gather the most relevant information possible regarding the potential impacts this project could have on our County and its citizens. In order to accomplish this, we have relied on a variety of public and private sector partners. At this time, in addition to company officials from Project Swarm, we would like to thank:

- Austin Arnold, Senior Consultant, Ryan, L.L.C.
- Matt Lowell, Director, Ryan, L.L.C.
- Mary Lesa Pegg, Business Recruitment Manager, Economic Development Partnership of NC

In the preparation of this document, we have strived to utilize factual data and realistic projections. It is our intent that this document serves as a resource as you deliberate potential actions.

Please do not hesitate to contact our office with any questions you may have regarding this matter. We look forward to your feedback.

Sincerely,

Scott Shelton

Scott Shelton
Vice President

## Contents

1. Project Description
2. Regulatory Approval Process
3. Requested Assistance
4. Model of County Revenue – 10-Year Horizon
5. Closing
6. Incentive Scoresheet
7. Draft Incentive Agreement

## 1. Project Description

The company behind Project Swarm has been in business for decades and is a household name in its industry.

The company is currently evaluating potential properties in the mid-atlantic and southeastern United States for a new distribution center. Among the candidates for this new facility is a property in Rowan County.

If our community were chosen, the company would create 112 new jobs over the next six years. It is estimated that the total new investment in Rowan County would be $41 million. The company plans to begin operations at its chosen location in early 2025.

## 2. Regulatory Approval Process

There does not appear to be any regulatory barriers to this project moving forward. The company will work with City of Kannapolis staff to navigate the appropriate review and permitting process. There are no components of the proposed project that appear outside the normal scope of operations for these types of facilities.

## 3. Requested Assistance

Current Incentive Policy

Rowan County's adopted Investment Grant Program provides a five-year grant to companies investing in our community. The grant is established by a contract between the company and the County. The company must pay their taxes in full each year based on the actual tax value of the property or investment to be eligible to receive the grant. If the company meets all of the criteria in the contract, a grant is issued to the company based on a percentage of taxes paid.

Rowan County uses a scoring system to determine incentive eligibility and grant levels. This system awards points based on important factors such as capital investment, total job creation, average salary, employee health insurance coverage, and industry sector. Each of the three grant levels requires a minimum number of points scored.

The amount of the grant is based on a designated percentage level for five consecutive years. Below is a chart that summarizes grant categories and the percentage of new taxes paid that would be returned as a grant:

| ***Total Points Scored*** | ***Grant Level*** | ***Percentage of Paid Taxes Returned as a Grant*** |
|---|---|---|
| 0 to 2 points | Not eligible for incentives | 0% |
| 3 to 5 points | Level 1 | 40% |
| 6 to 8 points | Level 2 | 45% |
| 9 to 12 points | Level 3 | 50% |

Points Scored

Based on the project parameters provided to the Rowan EDC by the company and the Economic Development Partnership of North Carolina, 'Project Swarm' scored a total of 6 points which would qualify it for a Level 2 Grant (scoresheet attached). This grant would be equivalent to 45% of the new taxes paid.

The company is requesting a Level 2 Grant under this program for the amount and duration adopted in the policy. In order to illustrate the financial impact of this potential project on the County we have projected revenue returns over a 10-year period. These projections are provided below in Section 4.

We respectfully ask that the Board of Commissioners consider approving their request based on the potential impact on our community from the project. A draft copy of the proposed Incentive Agreement is attached.

Other Potential Assistance

The Rowan EDC is working with 'Project Swarm' to pursue a $200,000 One NC Grant through the State of North Carolina. This grant can help the company purchase and install new equipment, as well as fund building renovations and improvements.

Rowan County would need to apply for this grant on the company's behalf. If approved, the grant would be awarded to Rowan County who would then disburse funds to the company if the job creation requirements are met. The required local match for this grant can be satisfied through the County's own incentive grant.

The City of Kannapolis will hold a public hearing on July 24th to consider its own incentive grant for the project.

## 4. Model of County Revenue – 10-Year Horizon

If Rowan County were chosen, Project Swarm plans to complete the majority of its' improvements by the end of 2024. Operations would begin in early 2025. The overall investment timeline is based on information provided to the Rowan EDC by the company.

The evolving nature of County tax rates, assessed value of the installed equipment, and construction timelines require certain assumptions in order to develop a functioning model. To establish a baseline, the following constants were applied:

- The County tax rate is fixed at the current rate of $0.58
- The company's new facility has an estimated value of $25 million and will be completed by December 31, 2024
- $16 million of equipment installation occurs prior to December 31, 2024
- The project is complete by December 31, 2024, with a total investment of $41 million
- Depreciation for business personal property was estimated using the State of North Carolina's 2023 Depreciation Schedule A
- Ten-year lifespans were assumed for all business personal property depreciation

In application, it is unlikely that all assumptions will hold constant. The model provides general trends of expected revenues and expenditures.

Incorporating the above framework, the following outcomes are projected:

- During the five incentivized years, the County would collect $1,140,744 in revenue and provide incentive grants totaling $513,335. The County would retain $627,409 of revenue during the incentive term.

- Modeled with a 10-year horizon, the County would stand to collect an estimated $2,067,120, disburse a $513,335 grant and retain an estimated $1,553,785 of new revenue.

**Project Swarm (Years 1-5):**

| Calendar Year | 2024 | 2025 | 2026 | 2027 | 2028 |
|---|---|---|---|---|---|
| Fiscal Year | FY 25-26 | FY 26-27 | FY 27-28 | FY 28-29 | FY 29-30 |
| **Real Property Investment** | $25,000,000 | $25,000,000 | $25,000,000 | $25,000,000 | $25,000,000 |
| ***Real Property Tax Rate (effective 7/1/23)*** | *0.58%* | *0.58%* | *0.58%* | *0.58%* | *0.58%* |
| **Real Property Taxes** | $145,000 | $145,000 | $145,000 | $145,000 | $145,000 |
| ***Incentive Grant Rate*** | *45%* | *45%* | *45%* | *45%* | *45%* |
| **Incentive Grant** | $65,250 | $65,250 | $65,250 | $65,250 | $65,250 |
| **Net County Revenue** | $79,750 | $79,750 | $79,750 | $79,750 | $79,750 |
| | | | | | |
| **Personal Property - Machinery & Equipment** | $16,000,000 | $14,400,000 | $14,240,000 | $14,400,000 | $12,640,000 |
| ***Personal Property Tax Rate (effective 7/1/23)*** | *0.58%* | *0.58%* | *0.58%* | *0.58%* | *0.58%* |
| **Personal Property Taxes*** | $92,800 | $83,520 | $82,592 | $83,520 | $73,312 |
| ***Incentive Grant Rate*** | *45%* | *45%* | *45%* | *45%* | *45%* |
| **Incentive Grant** | $41,760 | $37,584 | $37,166 | $37,584 | $32,990 |
| **Net County Revenue** | $51,040 | $45,936 | $45,426 | $45,936 | $40,322 |
| | | | | | |
| **Total Property Taxes (Real & Personal)** | $237,800 | $228,520 | $227,592 | $228,520 | $218,312 |
| **Total Incentive Grant (Real & Personal)** | **$107,010** | **$102,834** | **$102,416** | **$102,834** | **$98,240** |
| **Total Net County Revenue (Real & Personal)** | **$130,790** | **$125,686** | **$125,176** | **$125,686** | **$120,072** |

**Project Swarm (Years 6-10):**

| Calendar Year | 2029 | 2030 | 2031 | 2032 | 2033 | Summary |
|---|---|---|---|---|---|---|
| Fiscal Year | FY 30-31 | FY 31-32 | FY 32-33 | FY 33-34 | FY 34-35 | |
| **Real Property Investment** | $25,000,000 | $25,000,000 | $25,000,000 | $25,000,000 | $25,000,000 | |
| ***Real Property Tax Rate (effective 7/1/23)*** | *0.58%* | *0.58%* | *0.58%* | *0.58%* | *0.58%* | |
| **Real Property Taxes** | $145,000 | $145,000 | $145,000 | $145,000 | $145,000 | **$1,450,000** |
| ***Incentive Grant Rate*** | *0%* | *0%* | *0%* | *0%* | *0%* | |
| **Incentive Grant** | $0 | $0 | $0 | $0 | $0 | **$326,250** |
| **Net County Revenue** | $145,000 | $145,000 | $145,000 | $145,000 | $145,000 | **$1,123,750** |
| | | | | | | |
| **Personal Property - Machinery & Equipment** | $10,720,000 | $8,800,000 | $6,720,000 | $4,480,000 | $4,000,000 | |
| ***Personal Property Tax Rate (effective 7/1/23)*** | *0.58%* | *0.58%* | *0.58%* | *0.58%* | *0.58%* | |
| **Personal Property Taxes*** | $62,176 | $51,040 | $38,976 | $25,984 | $23,200 | **$617,120** |
| ***Incentive Grant Rate*** | *0%* | *0%* | *0%* | *0%* | *0%* | |
| **Incentive Grant** | $0 | $0 | $0 | $0 | $0 | **$187,085** |
| **Net County Revenue** | $62,176 | $51,040 | $38,976 | $25,984 | $23,200 | **$430,035** |
| | | | | | | |
| **Total Property Taxes (Real & Personal)** | $207,176 | $196,040 | $183,976 | $170,984 | $168,200 | **$2,067,120** |
| **Total Incentive Grant (Real & Personal)** | **$0** | **$0** | **$0** | **$0** | **$0** | **$513,335** |
| **Total Net County Revenue (Real & Personal)** | **$207,176** | **$196,040** | **$183,976** | **$170,984** | **$168,200** | **$1,553,785** |

## 5. Closing

This project appears to have a lengthy list of positive attributes and no apparent liabilities. If Rowan County were chosen, Project Swarm would create a total of 112 new full-time jobs, as well as add $41 million to the County's tax base. The project would also generate approximately $1.5 million of net tax revenue for the County over the next ten years.

On behalf of the Rowan EDC, we look forward to providing you with any additional information requested, or meeting with you personally to discuss these findings in detail. We hope that you have found this information useful as you consider this matter.

## 6. Incentive Scoresheet

| Category | Thresholds | Points |
|---|---|---|
| Direct Full-Time Job Creation | 0 to 50 | 0 |
| | 51 to 250 | 1 |
| | 251 to 499 | 2 |
| | 501 or more | 3 |
| New Capital Investment | Less than $10 million | 0 |
| | $10 to $50 million | 1 |
| | $51 to $100 million | 2 |
| | $100 to $499 million | 3 |
| | $500 million and up | 4 |
| Average Wage* | Under 90% of County Average Wage | 0 |
| | 90% to 110% of County Average Wage | 1 |
| | Over 110% of County Average Wage | 2 |
| Expansion of Existing Company | No | 0 |
| | Yes | 1 |
| County Targeted Industry** | No | 0 |
| | Yes | 1 |
| Company Provides Health Insurance & Pays 50% of monthly premium | No | 0 |
| | Yes | 1 |
| **Total Points Scored** | | **6** |

| **POINTS SCALE:** | |
|---|---|
| 0 to 2 points | Not Eligible for Incentives |
| 3 to 5 points (Level One) | 40% for five years |
| 6 to 8 points (Level Two) | 45% for five years |
| 9 to 12 points (Level Three) | 50% for five years |

The scoresheet and suggested incentive levels are guidelines and an evaluation tool for the county, and in no way bind county officials to any course of action. Rowan County reserves the right to agree to different terms and incentive levels that are greater or lesser than those listed here for a project, or to add additional 'discretionary' points based upon the project's potential impact, industry type, etc.

Footnotes:

* As defined by the NC Dept of Commerce (Labor & Economic Analysis Division) for the calendar year that incentives are requested - $50,138 in 2023

** Advanced Manufacturing, Life Sciences & Healthcare, Distribution, Financial & Professional Services, and Information Technology

## 7. Draft Incentive Agreement

NORTH CAROLINA
ROWAN COUNTY

# RELOCATION AND EXPANSION ASSISTANCE AGREEMENT

THIS RELOCATION AND EXPANSION ASSISTANCE AGREEMENT (the "Agreement") is made and entered into as of the 17th day of July, 2023, by and between Rowan County, North Carolina, a body politic (hereinafter referred to as the "County") and _____ and its wholly owned subsidiary, _____, (hereinafter jointly referred to as the "Company").

## WITNESSETH

WHEREAS, the Company has explored the possibility of establishing a new or expanding an existing facility in Rowan County (the "Project"), which would increase taxable property in the County and result in the creation of a number of jobs in the County, but would not have a significant detrimental impact to the environment of the County; and

WHEREAS, the Company has determined that a portion of the property located at _____, also identified as Rowan County Tax Parcel _____ (the "Property"), is a suitable location for its expansion and improvement, said portion to be surveyed and subdivided at the appropriate time; and

WHEREAS, in order to induce the Company to relocate, expand, or improve on the Property, the County is willing to provide, or cause to be provided, to the Company certain inducements, upon terms and conditions binding upon the County as set forth herein; and

WHEREAS, prior to beginning any relocation, expansion or improvement on the Property, the Company and County met and agreed to enter into this Agreement; and

WHEREAS, in consideration of the undertakings and agreements set forth herein, approximately $41 million will be invested by or on behalf of the Company in new equipment and other real property improvements on the Property, and to create a certain number of jobs as provided herein and further comply with the covenants and conditions binding upon it as set forth herein, all of which are intended to create a positive economic impact in the County.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and the County hereby agree as follows:

## ARTICLE I
## COUNTY INDUCEMENTS

The County shall provide financial assistance to the Company through its "Relocation and Expansion Assistance Program", as hereinafter described, with respect to the Company's development of the Property and other related expenses as follows:

1) The "Relocation and Expansion Assistance Program" will be provided as a "Relocation and Expansion Incentive Grant" ("Grant") to assist the Company with construction, equipment, and other capital improvements in Rowan County. The Grant will specifically apply to the Property and all real property improvements and personal property newly installed and used at the Property ("Facility").

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2) The amount of the Grant will be computed using the following steps:

a) Real Property Valuation.

i) For each tax year that the Grant is applicable to a Property (subject to the limitations below), determine the actual assessed tax value of the real property, located at such Property.

ii) Subtract from the above amount in a) i) the baseline real property value of the Property assessed as of January 1, 2023, and prior to the investments made by the Company in real property at such property. The annual result of this computation shall be defined as the "New Real Property Value" for the applicable Property.

b) Personal Property Valuation.

i) For each tax year that the Grant is applicable (subject to the limitations below), determine the actual assessed tax value of all personal property, excluding supplies and rolling stock, located at and used in such Property.

ii) Subtract from the above amount in b) i) the assessed tax value of personal property, excluding supplies and rolling stock, located at and used on such Property as of January 1, 2023. The annual result of this computation shall be defined as the "New Personal Property Value" for the applicable Property.

c) County Property Tax Determination. The sum of the New Real Property Value and the New Personal Property Value of a Property for each applicable year shall be the "New Property Value" of such Property for such year. Multiply the New Property Value for each applicable Property by the County tax rate (excluding municipal and fire district tax rates) applicable for the tax year at issue to determine the amount of property taxes applicable to the new property at such Property.

d) Grant Amount Determination. Multiply the property taxes applicable to the New Property Value for each applicable Property by 45% (0.45).

3) The Grant will be structured as a reimbursement of a portion of the real and personal property taxes assessed against each applicable Property and the Company. Such payment of the Grant will be made to the Company. Payment may be requested by the Company no sooner than January 1st and no later than June 30th of the fiscal year in which the taxes are due. The Grant will be paid within sixty (60) days of the Company providing certifications as set forth in Article III (3), and receipt of the Company's full payment of all real and personal property taxes due to the County. Payment of the Grant shall be equal to Forty-Five Percent *(45%)* of the County property taxes (excluding municipal and fire district taxes) paid on the New Property Value of the Property by the Company according to Paragraph (2) above at the prevailing Rowan County tax rate for the tax year of the requested Grant.

4) Tax amounts due on property discovered by the County through its customary audit procedures and not listed by the Company shall be excluded from this Agreement, and the County shall not be responsible for reimbursement on these amounts for any tax year.

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## ARTICLE II
## SCHEDULE OF CORPORATE IMPROVEMENTS

1) The Company has determined that the Property is a suitable site for the location of its Facility and shall acquire all local permits, zoning approvals, and required state and federal permits, if applicable. The Company expects to substantially complete its improvements to the Property by December 31, 2024.

2) The Company shall receive the Grant for five separate tax years ("Grant Term"), which shall begin with property assessed as of January 1, 2025, with the first such reimbursement to be provided to the Company by the County during fiscal year ended June 30, 2026. If the Facility is not complete by January 1, 2025, the Grant shall be based on the percentage complete and assessed for that year.

3) Unless an event triggering the Force Majeure provision set forth in Article VII herein shall occur, the initial year shall commence on property assessed as of January 1, 2025.

4) Any subsequent qualifying expansion of the Facility by the Company shall be eligible (provided the Relocation and Expansion Assistance Program is still in effect) for consideration as a separate Grant under the Relocation and Expansion Assistance Program, each for a separate Grant Term.

## ARTICLE III
## EMPLOYMENT

1) The Company projects that it will create 112 Full Time Equivalents ("FTEs") with this Project by December 31, 2029. An FTE position requires at least 1,600 hours of work per year and is provided standard company benefits.

2) In each Fiscal Year (FY) that the company requests the disbursement of grant funds, the Company shall certify that the following employment goals have been met, prior to receiving payment:

| County Fiscal Year (FY) | Number of New FTEs (in aggregate) |
|---|---|
| FY 25-26 | 61 |
| FY 26-27 | 82 |
| FY 27-28 | 93 |
| FY 28-29 | 102 |
| FY 29-30 | 112 |

3) The Company shall certify annual progress towards the employment of the required number of FTEs to the County on or before June 30, 2026, and on June 30th following each of the remaining years of the Grant Term. Such certification shall include a copy of the Company's "*Employers Quarterly Tax and Wage Report*" (Form NCU1 101 filed with the NC Employment Security Commission) for the quarter a) ending on or immediately preceding the date of the annual request and b) the number of FTEs as of that same date. If the NCUI 101 is discontinued or modified, a successor form performing a comparable function must be submitted. The Company shall also provide copies of its One NC Grant reporting to the County when they have been submitted to the State.

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4) Should the Company fail to certify its annual employment numbers by June 30th, the County may allow the Company an extended cure period to file and certify this particular report annually.

5) If the Company does not meet the employment goals, the County will reduce the annual Grant payment on a pro-rata basis until such time as the Company once again meets employment goals. Pro-rata reduction shall be computed based on the percentage of the goal not met for the given year.

## ARTICLE IV
## TERMINATION OF GRANT AGREEMENT AND REQUIRED REPAYMENT OF GRANT FUNDS UPON ANNOUNCED TERMINATION OF OPERATIONS OR MAJORITY REDUCTION IN WORKFORCE

1) The assistance provided by Rowan County, through the Relocation and Expansion Assistance Program, represents a substantial commitment of public resources. Companies that participate in this program are expected to maintain and continue operations beyond the end of the Grant Term.

2) Should the Company cease operations or eliminate the majority of their workforce (51% reduction or more within a twelve (12) month span), the Agreement will be terminated and the Company will be required to repay all grant proceeds provided during the thirty-six (36) months prior to the cessation or reduction.

3) Repayment of grant funds shall be required if the Company has received any grant disbursements from the County within the thirty-six (36) months prior to the earlier of (a) Public announcement by the Company of plans to close or eliminate the majority of the workforce, (b) Actual cessation of operations, or elimination of a majority of the workforce.

4) The Company shall make payment to the County within one hundred and twenty (120) days of such announcement or event. The County may use any and all legal recourse to pursue restitution from the Company and / or its successors.

## ARTICLE V
## RELOCATION AND ASSISTANCE GRANT ADDITIONAL TERMS AND CONDITIONS

As further consideration for the granting of certain relocation and assistance grants to the Company by the County, the Company further agrees that it shall abide by the Federal Immigration and Control Act of 1986 and all subsequent amendments thereto (collectively the "Act"). To that end, the Company agrees as follows:

1) The Company shall provide to Rowan County an annual certification, as of the time the Company first claims the Grant and each year it claims an installment or carryforward of the Grant, that the Company has implemented measures necessary to be in compliance with the Act and does not knowingly employ any unauthorized alien at the Facility; and

2) If the Company fails to implement measures necessary to be in compliance with the Act or knowingly employs an unauthorized alien at the Facility, and if upon learning of such

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event, fails to cure such matter within sixty (60) days from learning of such, then the Grant shall expire and the Company may not take any remaining installment or carryforward of the Grant.

## ARTICLE VI
## REPRESENTATIONS, WARRANTIES AND COVENENANTS - COMPANY

The Company represents, warrants and covenants to the County, as applicable, as of the date of this Agreement that:

1) *Standing*. The Company is a company duly organized and existing and in good standing under the laws of the State of North Carolina.

2) *Authority*. The Company has the corporate power and authority to own its properties and assets, to carry on its business as it is now being conducted and to execute and perform this Agreement.

3) *Enforceability*. This Agreement is the legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal laws, in effect from time to time, which affect the enforcement of creditors' rights generally.

4) *No Violations.* This agreement does not violate the charter documents or bylaws of the Company or any provisions of any indenture, agreement or other instrument to which the Company is a party.

5) *No Conflicts*. This agreement does not conflict with, result in a breach of or constitute an event of default under (or an event which, with notice or lapse of time, or both, would constitute an event of default under) any indenture, agreement or other instrument to which the Company is a party.

6) *Certifications.* The Company shall be solely responsible for providing certifications of expenditures and jobs to the appropriate County officer at the time of filing the request for the annual Grant.

## ARTICLE VII
## REPRESENTATIONS, WARRANTIES AND COVENENANTS - COUNTY

The County represents, warrants and covenants to the Company, as applicable, as of the date of this Agreement that:

1) The County (a) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement (b) by proper action has duly authorized the execution and delivery of this Agreement; and (c) is not in default under any provisions of this Agreement.

2) The County has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the County's legal, valid, and binding obligation, enforceable in accordance with its terms.

DRAFT

3) There is no litigation or proceeding pending or threatened against the County or affecting it which would adversely affect the validity of this Agreement.

4) The County is not in default under any provision of State law which would affect its existence or its powers as referred to in subsection (1).

5) To the best of the County's knowledge, no officer or official of the County has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.

6) With respect to this Agreement, the County has complied fully with all requirements of N.C. General Statute 158-7.1 *et seq.*

## ARTICLE VIII
## GENERAL PROVISIONS

1) Governing Law. This Agreement shall be governed and construed under the laws of the State of North Carolina, notwithstanding any rules concerning application of the laws of another state or jurisdiction.

2) Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party, except that Company may assign this Agreement to a parent, subsidiary or affiliate as a part of any corporate restructuring.

3) Entire Agreement. This Agreement, and its attachments, constitute the entire agreement of the parties, and may not be contradicted by any prior or contemporaneous communications of any kind. This Agreement may only be modified by a written instrument that is signed by an authorized representative of each party.

4) Breach. In the event of a breach of this Agreement, the non-breaching party shall provide written notice of the breach to the breaching party, and the party in breach shall have thirty (30) days from the date of notice of the breach to cure its performance under this Agreement.

5) Waiver. Nothing in this Agreement shall constitute a waiver of any rights that the Company may have to appeal or otherwise contest any listing, appraisal or assessment that the County may make relative to the Properties.

6) Force Majeure. Any delay in the performance of any duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (a) the period of such delay or (b) 24 months, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trades; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable

DRAFT

hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

7) Notices. All notices required or allowed by this Agreement shall be delivered in person, by overnight courier service (such as Federal Express), by certified mail, return receipt requested, postage prepaid, secure electronic transfers or by fax with written confirmation of receipt (with a copy sent by one of the other methods specified herein), addressed to the party or person to whom notice is to be given at the following addresses:

To County: Rowan County Manager
130 West Innes Street
Salisbury, NC 28144
Phone: (704) 216-8180
Facsimile: (704) 216-8195

With Copy (which does not constitute notice to):
Rowan County Attorney
130 West Innes Street
Salisbury, NC 28144
Phone: (704) 216-8198
Facsimile: (704) 216-8195

To Company: Name and Contact Information

To Company Regarding Payment of Grant, also include:
Contact for the Grants

With Copy (which does not constitute notice to):
If requested by the Company

Notice shall be deemed to have been given with respect to overnight carrier or certified mail, one (1) day after deposit with such carrier and as to facsimile, on date of transmission, provided additional service is made. The addresses may be changed by giving written notice as provided herein: provided, however, that unless and until such written notice is actually received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

[Signature page follows]

DRAFT

IN WITNESS WHEREOF, the County and the Company have caused this Agreement to be executed in quadruplicate originals, in their respective names, by persons duly authorized by proper authority, and have sealed the same as of the day and year first above written.

(Company Name)
_____
By: _____
Title: _____

[Corporate Seal]

ATTEST:

_____ (Seal)
Name_____

ROWAN COUNTY, NORTH CAROLINA
_____
Gregory C. Edds, Chairman
Rowan County Board of Commissioners

[Corporate Seal]

ATTEST:

_____
Sarah Pack
Clerk to the Board of Commissioners

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

_____
Anna Bumgarner
Rowan County Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICENCY:

_____
John Dees II
County Attorney

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## Local Government Certification

The information provided in this One North Carolina Fund Local Government Application (the "Application") is true, accurate, and complete in all material respects, and does not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained herein not materially misleading, to my best knowledge and belief. I understand that if the foregoing is not true, this Application may be rejected, a grant made may be revoked or recovered, and Commerce may pursue such other action as it deems appropriate. I understand that if any information provided to Commerce changes, or if any circumstance occurs at any time prior to execution of the program agreements that could impact the decision to award a grant or performance under the grant, I will amend this Application or otherwise inform Commerce of such change, in writing, and Commerce may revoke the grant if it determines that had such information or event been known at the time of the award, Commerce would not have made the award. This Application has been signed by an authorized representative of the Local Government indicated below and the signature is recognized by the Local Government as legally binding on the Local Government.

ATTEST:

_____

Local Government Official

_____

Print Name

_____

Title

_____

Unit of Local Government

_____

Date

State of North Carolina

County of _____

Sworn to and subscribed before me this the _____day of _____, 20___

Seal

_____

Notary Public

My Commission Expires: _____

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner, Finance Director
**DATE:** 07/17/2023
**SUBJECT:** Financial Reports

---

Please see attached Financial Reports.

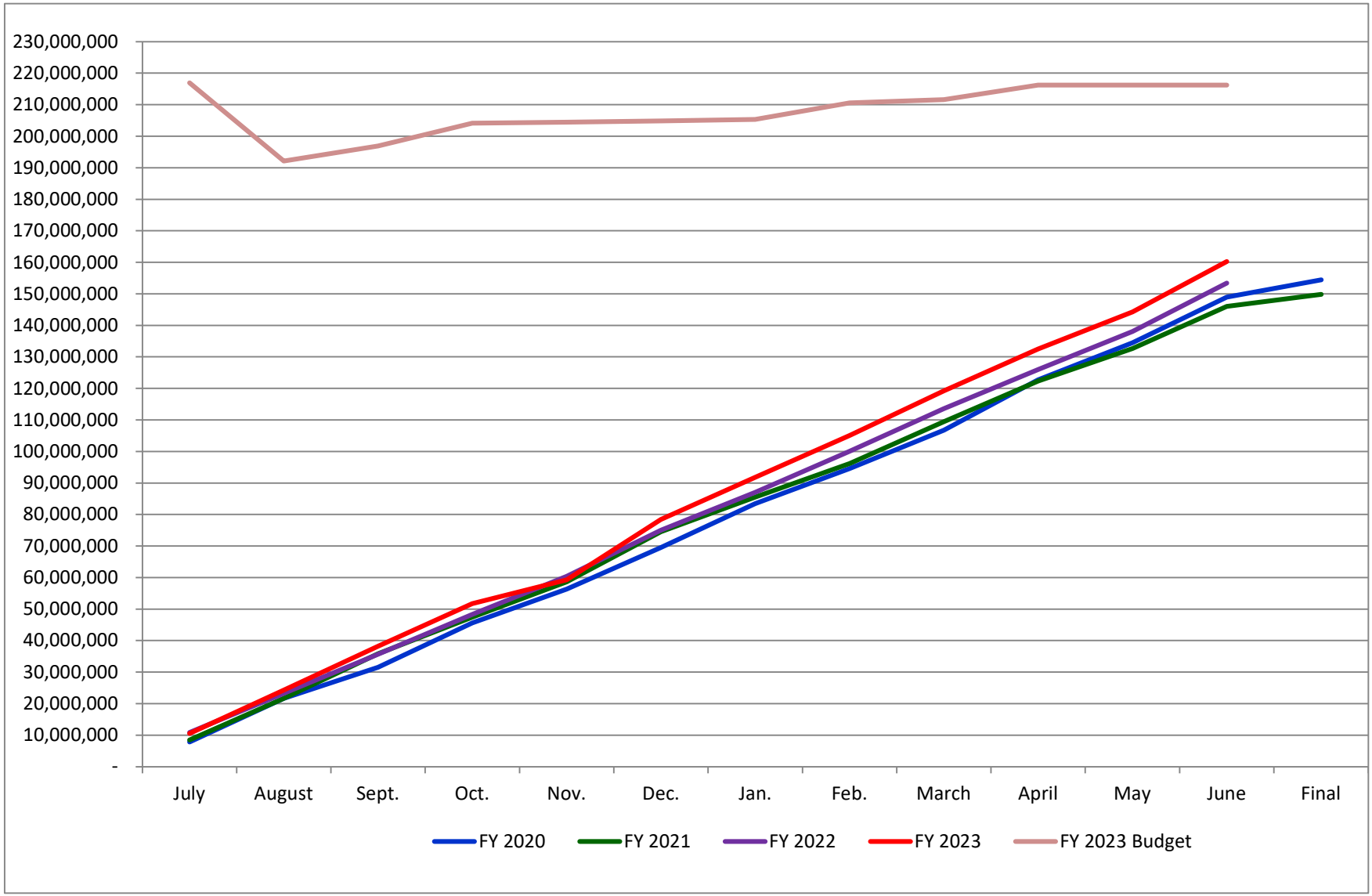
**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Financial Reports | 7/9/2023 | Backup Material |

**ROWAN COUNTY**
**GENERAL FUND**
**FISCAL YEARS 2020 - 2023**

**ANNUAL CUMULATIVE EXPENDITURE COMPARISONS**

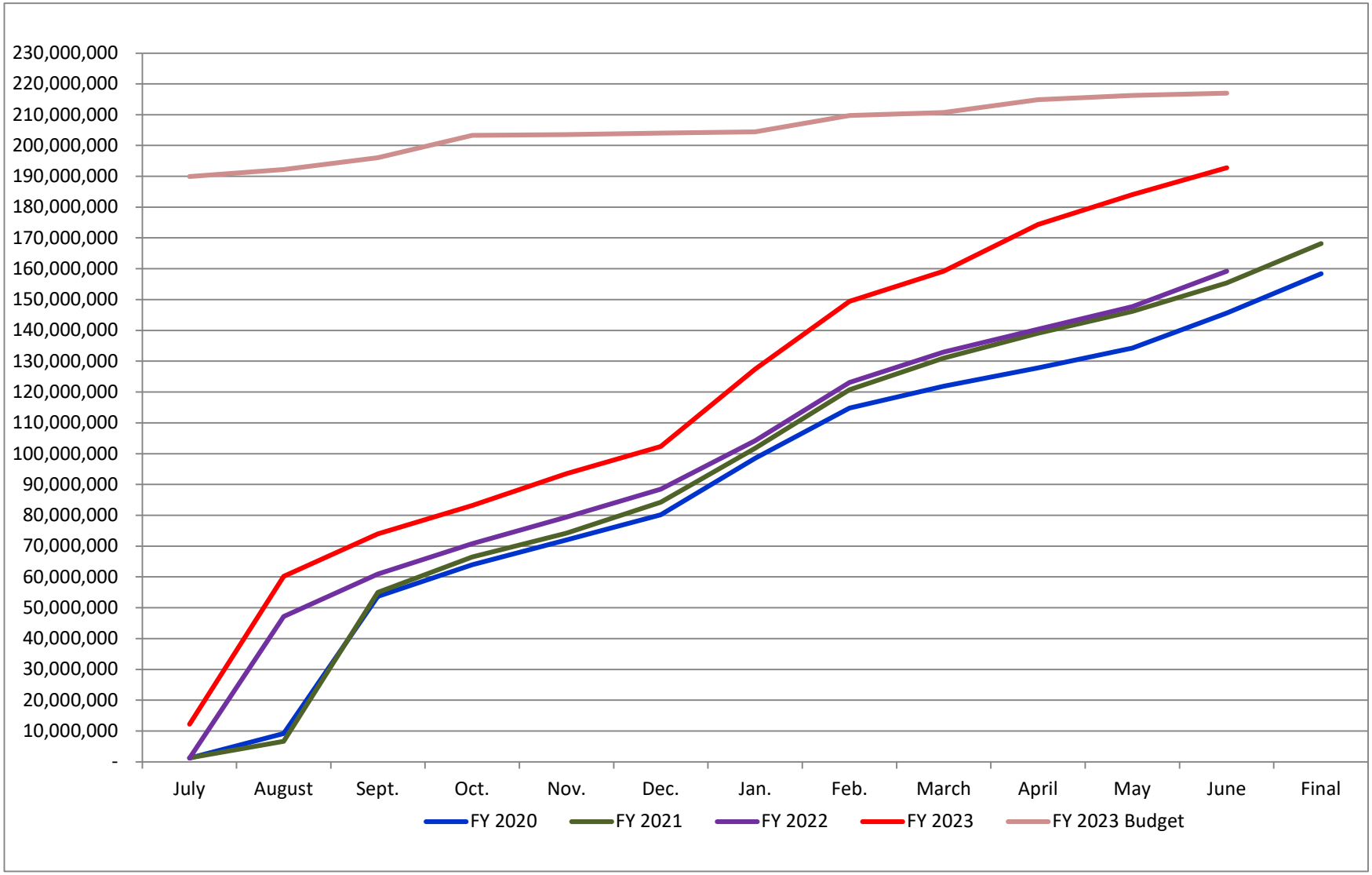
| | June | |
|---|---|---|
| 2023 | $ | 160,278,437 |
| 2022 | $ | 153,412,348 |
| 2021 | $ | 146,028,975 |
| 2020 | $ | 148,919,085 |



**ROWAN COUNTY**
**GENERAL FUND**
**FISCAL YEARS 2020 - 2023**

**ANNUAL CUMULATIVE REVENUE COMPARISONS**

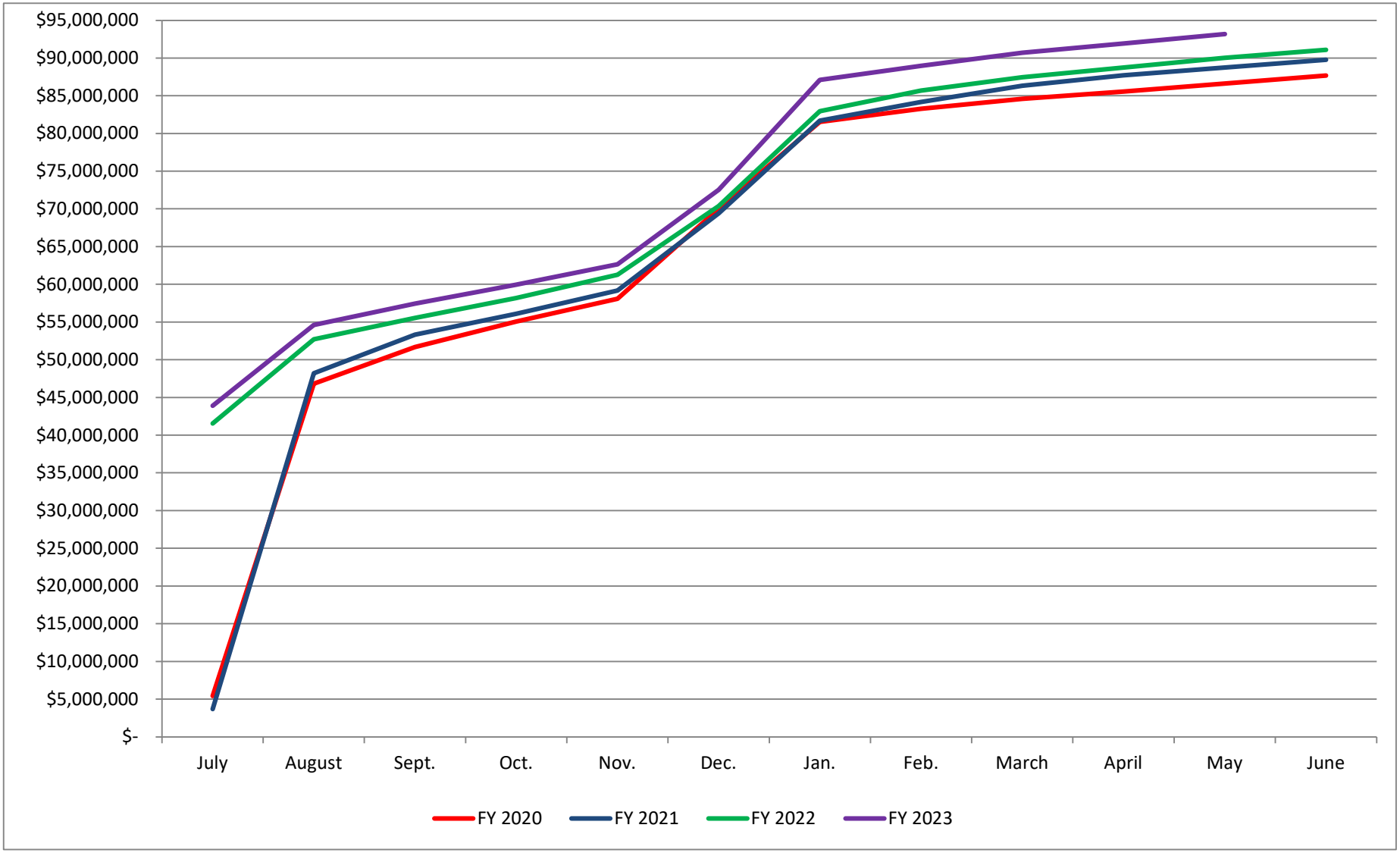
| | June | |
|---|---|---|
| 2023 | $ | 192,846,329 |
| 2022 | $ | 159,235,925 |
| 2021 | $ | 155,401,571 |
| 2020 | $ | 145,608,756 |



**ROWAN COUNTY**
**GENERAL FUND**
**Fiscal Years 2020 - 2023**

**ANNUAL CUMULATIVE CURRENT YEAR PROPERTY TAX COMPARISONS**

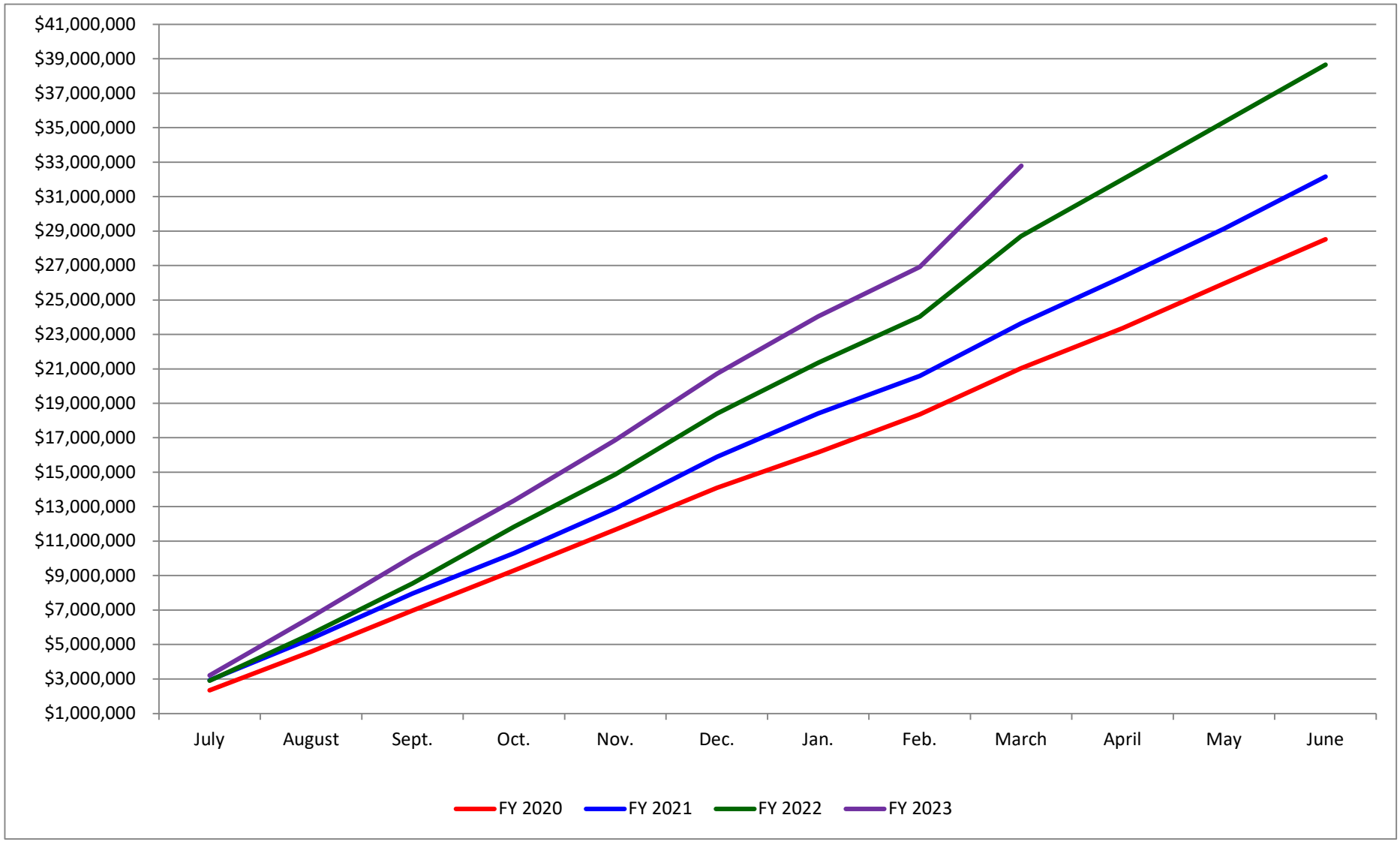
| | May | |
|---|---|---|
| 2023 | $ | 93,194,010 |
| 2022 | $ | 90,017,048 |
| 2021 | $ | 88,725,509 |
| 2020 | $ | 86,616,961 |



**ROWAN COUNTY**
**GENERAL FUND**
**FISCAL YEARS 2020 - 2023**

**ANNUAL CUMULATIVE SALES TAX COMPARISONS**

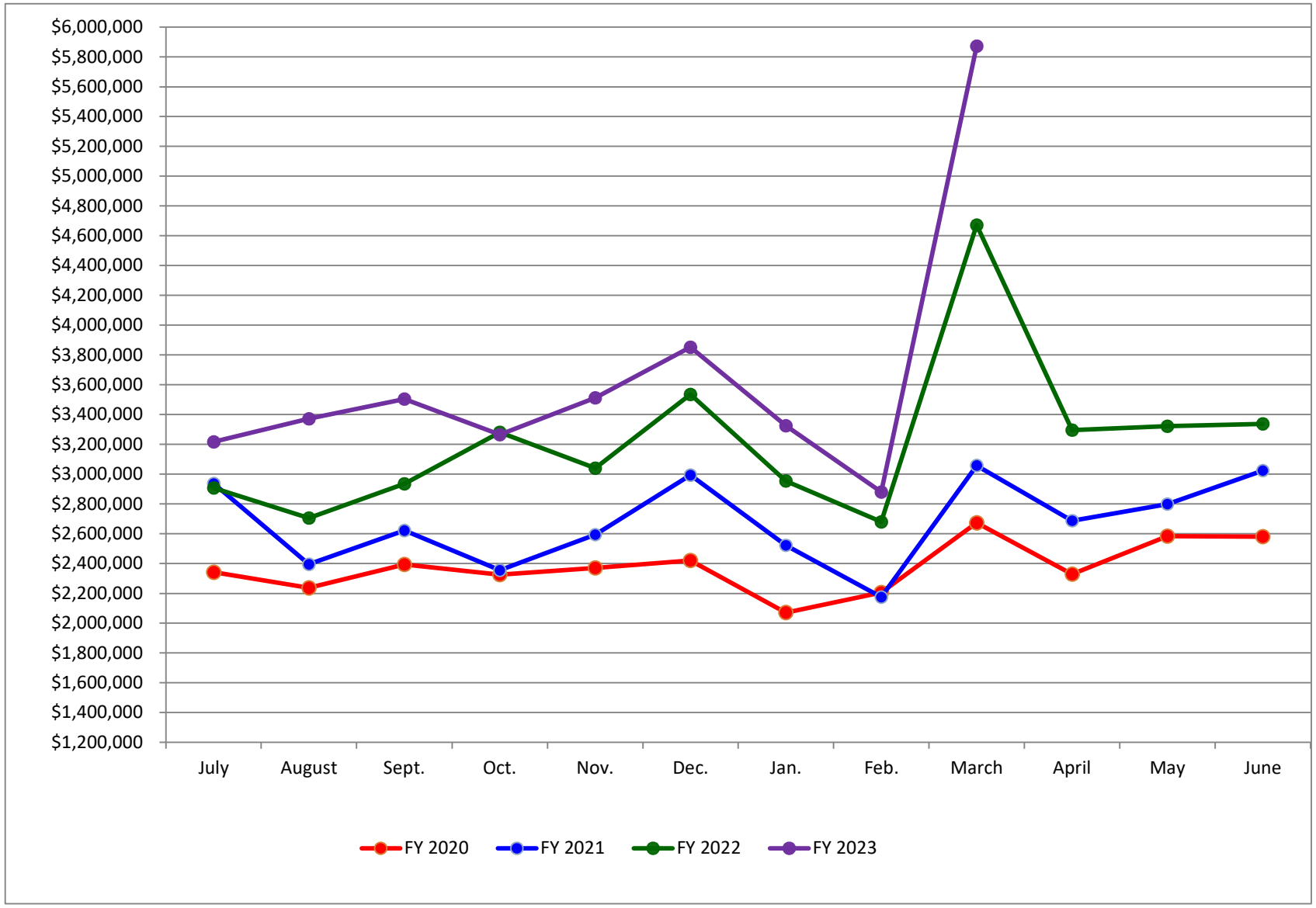
| | March |
|---|---|
| 2023 | $ 32,797,252 |
| 2022 | $ 28,710,058 |
| 2021 | $ 23,649,396 |
| 2020 | $ 21,037,770 |



**ROWAN COUNTY**
**GENERAL FUND**
**FISCAL YEARS 2020 - 2023**

**MONTHLY SALES TAX COMPARISONS**

| March | | |
|---|---|---|
| 2023 | $ | 5,872,369 |
| 2022 | $ | 4,672,004 |
| 2021 | $ | 3,057,336 |
| 2020 | $ | 2,672,845 |



**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

**FROM:** Sarah Pack, Clerk to the Board
**DATE:** 7/17/23
**SUBJECT:** Board Appointments

---

Please see the attached list of board appointments.

Ronald Jacobs has applied to be reappointed to his current Granite Quarry ETJ Planning Seat. This would be for a third term and a waiver of the 2-term limit is requested.

Gayle Alston is eligible for appointment for the Chief Court Counselor seat by virtue of her position as Chief Court Counselor for District 19. She does not live in Rowan County, so a waiver of the residency requirement is requested.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Application Report for July 17, 2023 | 7/12/2023 | Cover Memo |
| Board Appointments | 7/12/2023 | Cover Memo |

# City of Kannapolis - Board of Adjustment

**Rowan County** | Generated 7/12/2023 @ 3:53:02 PM by OnBoard2 - Powered by ClerkBase

| Applicant | Date | Address | Contact | Status |
|---|---|---|---|---|
| Mr. Michael Christopher McClain | 6/28/2023 | 2040 Rollingwood Dr<br>Kannapolis, NC 28081<br>**Resident:** Yes<br>**Ward/District:** ETJ | **Phone:** 704-490-2336<br>**Email:** mikecmcclain73@gmail.com | Validated |

# Mr. Michael Christopher McClain

**Rowan County** | Generated 7/12/2023 @ 11:53 am by OnBoard2 - Powered by ClerkBase

## Status

| | |
|---|---|
| **Name** | Mr. Michael Christopher McClain |
| **Application Date** | 6/28/2023 |
| **Expiration Date** | 6/28/2024 |
| **Board Member** | **Michael Christopher McClain** |
| **Status** | Validated |

| Board | Vacancies | Status |
|---|---|---|
| City of Kannapolis - Board of Adjustment | 1 | BoC Meeting |

## Basic Information

**Name**
Mr. Michael Christopher McClain

**Business/Civic Experience and why you feel you are qualified for this appointment:**
I feel what makes me qualified for this appointment is my time as a public servant committed to improving the quality of life of the citizens I interact with. Second my experience with engagement of of the public with a strong desire to help others, make me a great candidate for this appointment.

**Have you ever been convicted of a felony?**
No

**County of Residence**
Rowan

## Other Questions

## Question #4

**Are you a Rowan County Government employee?**
No

## Gender

**What is your gender?**
Male

Generated 7/12/2023 @ 11:53 am

## Contact Information

**Address**
2040 Rollingwood Dr
Kannapolis, NC 28081

**Ward/District**
ETJ

**Email**
mikecmcclain73@gmail.com

**Phone**
704-490-2336

## Occupation

**Employer**
City of Charlotte

**Occupation**
Senior Code Enforcement Inspector

# Michael McClain

Kannapolis, NC
704-490-2336

**Certifications**

- NC Building Inspector Level 1 License
- NC State Inspector Plumbing Level 1 License
- NC Inspector License Qualifications Mechanical Level 1
- NC Building Inspector Level 2 (Probationary License)
- NC Plumbing Contractor License (P1 #29161- Unlimited "Master License")

**Education**

- RCCC Construction management (working on associates degree)

**Skills**

- Understand blueprints, site plans, plot plans, aerial plans.
- Performs multi-trade inspections to ensure compliance with local, state and federal government ordinances and laws.
- Knowledge of plumbing system's install, design and repair.
- Case management of over 70 housing case and over 120 nuisance compliance cases per month simultaneously.
- Use of government websites such as Arc-GIS, Polaris, QC-Code and City of Charlotte Emerald, Cabarrus County CLaRIS, Charlotte Explorer, Mecklenburg County Winchester permitting system and Cabarrus County Accela Citizen Access permitting system
- Proficient in Word, Excel and Outlook

**Work Experience**

Senior Code Enforcement Inspector, City of Charlotte, Charlotte NC January 2018 - Current

- Conduct inspections on single family, multi-family homes and Non-Residential/Commercial Buildings including hotels to ensure compliance with the City of Charlotte Ordinance and state building codes.
- Train new employees in Code Enforcement policy and procedures.
- Enforce the City of Charlotte's Housing, Nuisance Ordinance and Zoning Ordinance.
- Re-inspect listed violations for compliance with City of Charlotte Housing and Nuisance Ordinance as well as assist with compliance of the Zoning Ordinance.
- Communicate with contractors, home owners and property managers to complete repairs of listed violations.
- Communicate and collaborate with various government agencies such as: Mecklenburg County Code Enforcement, CMPD, NC DOT, Charlotte Water, CDOT, Charlotte Landscape Management.
- Communicate with commercial companies such as Duke Energy and Piedmont Natural Gas as applied to housing and nuisance concerns.
- Present and speak at community events representing The City of Charlotte.

Environmental Program Inspector, Charlotte Water, Charlotte NC November 2015 – January 2018

- Conduct inspections on Food Service Establishments (FSE) to ensure compliance with Charlotte Water's Grease Trap Policy.
- Conduct investigations of violations to Charlotte Water's collection system as it pertains to Charlotte's Sewer Use Ordinance (SUO) and Charlotte Water's policies.
- Educate the public and FSEs about Best Management Practices for commercial and residential sewer.
- Enter data in Arc-GIS mapping system (Collector).
- Train new Environmental Program Inspectors in policies and procedures.

- Participant in Charlotte Water's Shadow Program: Environmental Program Inspector.
- Created Charlotte Water's System Protection Multi-family program designed to reduce Sanitary Sewer Overflow occurrences.

Plumber II, Charlotte Mecklenburg Schools, Charlotte NC August 2007 – November 2015

- Reviewed blueprints, drawings and specifications for new construction and renovations to determine layout of plumbing systems, water supply networks, and waste and drainage systems and required tools and equipment.
- Inspected and verified outside contractor's completion of work and ensured compliance of scope of contract.
- Maintained all plumbing systems: water, sewer and natural gas, following state and local code enforcement requirements.

# Michael McClain

Kannapolis, NC
704-490-2336

- Lead plumber over 22 different schools within Charlotte Mecklenburg Schools.
- Supervise plumbing assistants.
- Collaborate with: Mecklenburg County Departments of Code Enforcement, Charlotte Water, Mecklenburg County Environmental Health and the NC Department of Environment and Natural Resources, City of Charlotte Planning.

# Granite Quarry Planning Board - ETJ

**Rowan County** | Generated 7/12/2023 @ 3:53:05 PM by OnBoard2 - Powered by ClerkBase

| Applicant | Date | Address | Contact | Status |
|---|---|---|---|---|
| Ronald L Jacobs | 6/30/2023 | 916 N. Main GQ Street<br>Salisbury, NC 28146<br><br>**Resident:** Yes | **Phone:** 7043636769<br>**Email:** rjacobs@lewismarketinginc.com | Validated |

# Ronald L Jacobs

**Rowan County** | Generated 7/12/2023 @ 11:53 am by OnBoard2 - Powered by ClerkBase

## Status

| | |
|---|---|
| **Name** | Ronald L Jacobs |
| **Application Date** | 6/30/2023 |
| **Expiration Date** | 6/30/2024 |
| **Board Member** | **Ronald L. Jacobs** |
| **Status** | Validated |

| Board | Vacancies | Status |
|---|---|---|
| Granite Quarry Planning Board - ETJ | 1 | BoC Meeting |

## Basic Information

**Name**
Ronald L Jacobs

**Business/Civic Experience and why you feel you are qualified for this appointment:**
Currently serving in second term on Granite Quarry Planning Board.

**Have you ever been convicted of a felony?**
No

**County of Residence**
Rowan

**Request for Waiver of Term Limits**
Yes

## Contact Information

**Address**
916 N. Main GQ Street
Salisbury, NC 28146

**Ward/District**

**Email**
rjacobs@lewismarketinginc.com

**Phone**
7043636769

## Occupation

**Employer**
Lewis Marketing, Inc.

**Occupation**
VP / Co-owner

## Other Questions

## Question #4

**Are you a Rowan County Government employee?**
No

## Gender

**What is your gender?**
Male

# Historic Landmarks Commission

**Rowan County** | Generated 7/12/2023 @ 3:53:08 PM by OnBoard2 - Powered by ClerkBase

| Applicant | Date | Address | Contact | Status |
|---|---|---|---|---|
| Lucas R Safrit | 6/16/2023 | 210 Safrit Rd<br>Salisbury, NC 28146<br><br>**Resident:** Yes | **Phone:** 7042675840<br>**Email:** lrsafrit@gmail.com | Validated |

# Lucas R Safrit

**Rowan County** | Generated 7/12/2023 @ 11:53 am by OnBoard2 - Powered by ClerkBase

## Status

| | |
|---|---|
| **Name** | Lucas R Safrit |
| **Application Date** | 6/16/2023 |
| **Expiration Date** | 6/16/2024 |
| **Board Member** | **Lucas R Safrit** |
| **Status** | Validated |

| Board | Vacancies | Status |
|---|---|---|
| Historic Landmarks Commission | 1 | BoC Meeting |

## Basic Information

**Name**
Lucas R Safrit

**Business/Civic Experience and why you feel you are qualified for this appointment:**
At Large Member of the Rowan County Historic Landmarks Commission

**Have you ever been convicted of a felony?**
No

**County of Residence**
Rowan

## Contact Information

**Address**
210 Safrit Rd
Salisbury, NC 28146

**Ward/District**

**Email**
lrsafrit@gmail.com

**Phone**
7042675840

## Occupation

**Employer**
Rowan Salisbury Schools

**Occupation**
History Teacher

## Other Questions

## Question #4

**Are you a Rowan County Government employee?**
No

# Juvenile Crime Prevention Council

**Rowan County** | Generated 7/12/2023 @ 3:53:10 PM by OnBoard2 - Powered by ClerkBase

| Applicant | Date | Address | Contact | Status |
|---|---|---|---|---|
| Mrs. Gayle Alston | 6/14/2023 | 176 Salisbury Street<br>Asheboro, NC 27203<br><br>**Resident:** Yes | **Phone:** 336-318-6990<br>**Email:** Gayle.alston@ncdps.gov | Validated |

# Mrs. Gayle Alston

**Rowan County** | Generated 7/12/2023 @ 11:53 am by OnBoard2 - Powered by ClerkBase

## Status

| | |
|---|---|
| **Name** | Mrs. Gayle Alston |
| **Application Date** | 6/14/2023 |
| **Expiration Date** | 6/14/2024 |
| **Board Member** | **Gayle Alston** |
| **Status** | Validated |

| Board | Vacancies | Status |
|---|---|---|
| Juvenile Crime Prevention Council | 4 | BoC Meeting |

## Basic Information

**Name**
Mrs. Gayle Alston

**Business/Civic Experience and why you feel you are qualified for this appointment:**
I am the Chief Court Counselor for District 19 which includes Rowan County

**Have you ever been convicted of a felony?**
NO

**County of Residence**
Forsyth

## Contact Information

**Address**
176 Salisbury Street
Asheboro, NC 27203

**Ward/District**

**Email**
Gayle.alston@ncdps.gov

**Phone**
336-318-6990

## Occupation

**Employer**
North Carolina Department of Public Safety Department of Juvenile Justice

**Occupation**
Chief Court Counselor

## Other Questions

## Question #4

**Are you a Rowan County Government employee?**
No

## Gender

**What is your gender?**
Female

# Local Emergency Planning Committee

**Rowan County** | Generated 7/12/2023 @ 3:53:13 PM by OnBoard2 - Powered by ClerkBase

| Applicant | Date | Address | Contact | Status |
|---|---|---|---|---|
| Chief Operations Officer RSS Jamie Douglas Durant, Dr | 3/1/2023 | 125 Thomas Lane<br>Cleveland, NC 27013<br><br>**Resident:** Yes | **Phone:** 7046306002<br>**Cell Phone:** 7042134806<br>**Email:** durantjd@rss.k12.nc.us | Validated |

# Chief Operations Officer RSS Jamie Douglas Durant, Dr

**Rowan County** | Generated 7/12/2023 @ 11:53 am by OnBoard2 - Powered by ClerkBase

## Status

| | |
|---|---|
| **Name** | Chief Operations Officer RSS Jamie Douglas Durant, Dr |
| **Application Date** | 3/1/2023 |
| **Expiration Date** | 3/1/2025 |
| **Board Member** | **Jamie Douglas Durant, Dr** |
| **Status** | Validated |

| Board | Vacancies | Status |
|---|---|---|
| Local Emergency Planning Committee | 1 | BoC Meeting |

## Basic Information

**Name**
Chief Operations Officer RSS Jamie Douglas Durant, Dr

**Have you ever been convicted of a felony?**
No

**County of Residence**
Rowan

## Contact Information

**Address**
125 Thomas Lane
Cleveland, NC 27013

**Ward/District**

**Email**
durantjd@rss.k12.nc.us

**Phone**
7046306002

**Cell Phone**
7042134806

## Occupation

**Employer**
Rowan Salisbury Schools

**Occupation**
Chief Operations Officer

## Other Questions

## Question #4

**Are you a Rowan County Government employee?**
No

## Gender

**What is your gender?**
Male

# Locke Volunteer Fire Department Fire Commissioners

**Rowan County** | Generated 7/12/2023 @ 3:53:15 PM by OnBoard2 - Powered by ClerkBase

| Applicant | Date | Address | Contact | Status |
|---|---|---|---|---|
| Jeff James Moore | 6/19/2023 | 5180 Mooresville Rd<br>Salisbury, NC 28147<br>**Resident:** Yes<br>**Ward/District:** Locke | **Phone:** 704-791-0411<br>**Cell Phone:** 704-791-0411<br>**Email:** jeff.moore@yahoo.com | Validated |

# Jeff James Moore

**Rowan County** | Generated 7/12/2023 @ 11:53 am by OnBoard2 - Powered by ClerkBase

## Status

| | |
|---|---|
| **Name** | Jeff James Moore |
| **Application Date** | 6/19/2023 |
| **Expiration Date** | 6/19/2024 |
| **Board Member** | **Jeff James Moore** |
| **Status** | Validated |

| Board | Vacancies | Status |
|---|---|---|
| Locke Volunteer Fire Department Fire Commissioners | 1 | BoC Meeting |

## Basic Information

**Name**
Jeff James Moore

**Business/Civic Experience and why you feel you are qualified for this appointment:**
30 Years experience managing small business

**Have you ever been convicted of a felony?**
no

**County of Residence**
Rowan

## Contact Information

**Address**
5180 Mooresville Rd
Salisbury, NC 28147

**Ward/District**
Locke

**Email**
jeff.moore@yahoo.com

**Phone**
704-791-0411

**Cell Phone**
704-791-0411

## Occupation

**Employer**
Price Pharmacy

**Occupation**
Pharmacy Manager

## Other Questions

## Question #4

**Are you a Rowan County Government employee?**
No

## Gender

**What is your gender?**
Male

**MONTHLY BOARD APPOINTMENTS**
**July 17, 2023**
**COMMISSIONERS MEETING**

**********

**CITY OF KANNAPOLIS – BOARD OF ADJUSTMENT**

Michael Christopher McClain applied for the ETJ Seat on the City of Kannapolis - Board of Adjustment that has been vacant since August 1, 2021. If appointed, his term would end on July 31, 2024.

**GRANITE QUARRY PLANNING BOARD - ETJ**

Ronald L Jacobs applied for reappointment to the ETJ Seat that he currently occupies on the Granite Quarry Planning Board. If appointed, his term would end on July 31, 2026.

**HISTORIC LANDMARK COMMISSION**

Lucas R. Safrit reapplied for the At Large Seat on the Historic Landmarks Commission that became available on May 1, 2023. If reappointed, his term would end on April 30, 2026.

**JUVENILE CRIME PREVENTION COUNCIL**

Gayle Alston applied for the Chief Court Counselor Seat (by virtue of her position) on Juvenile Crime Prevention Council that is currently vacant. If appointed, this seat is a Life Term.
****Mrs. Alston has recently been hired as Chief Court Counselor for District 19.*

**LOCAL EMERGENCY PLANNING COMMITTEE**

Jamie Douglas Durant applied for the Community Stakeholder Seat on the Local Emergency Planning Committee that became available on June 15, 2023. If appointed, this seat is a Life Term.

**LOCKE VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS**

Jeff James Moore applied for the County Seat on the Locke Volunteer Fire Department Fire Commission that became available on July 1, 2023. If appointed, his term would end June 30, 2025.

*(Note: There are approximately 66 vacancies on various boards.)*

## APPLICATIONS FOR BOARDS WITHOUT VACANCIES

**********

**EAST GOLD HILL VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS**

*Lynn Bost submitted application; however, there are no current vacancies. The next vacancy will be August 1, 2023. This appointment will be added to the August 7 agenda.*

**HEALTH BOARD**

*Mary Ponds submitted application; however, there are no vacancies. The next vacancy will be January 1, 2024.*

**LIBRARY BOARD**

*Jonathan S Barbee submitted application, however, there are no vacancies. The next vacancy will be August 1, 2024.*

**PLANNING BOARD**

*Jonathan S Barbee submitted application, however, there are no vacancies. The next vacancy will be January 1, 2024.*

**ROWAN ECONOMIC DEVELOPMENT COUNCIL**

*Octavia P Shoats-Morrison, Jerome B Davis, Haylee Gardner Shuping and Jody Aaron Taylor submitted applications; however, there are no current vacancies. The next vacancies will be January 1, 2024.*

**SALISBURY-ROWAN COMMUNITY ACTION AGENCY, INC.**

*Octavia P Shoats-Morrison submitted application; however, there are no current vacancies. The next vacancy will be July 1, 2024.*

**ROWAN COUNTY**
**A COUNTY COMMITTED TO EXCELLENCE**

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Jay Dees, County Attorney |
| **DATE:** | 7/17/23 |
| **SUBJECT:** | NCGS 143-318.11(a)(3) |

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The Board is asked to enter into closed session pursuant to NCGS 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on June 19, 2023, as described by NCGS 143-318.10(e) providing that minutes or an account of a closed session may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session, and pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve attorney-client privilege regarding a matter involving a settlement between Larry Putnam and Rowan County.

Action is anticipated upon the return to Open Session.